

ANNUAL FACILITY PERMIT AGREEMENT

THIS AGREEMENT (the “Agreement”) is made this ____ day of December 2020, among Raytheon Company, a Delaware corporation, with a business location at 7887 Bryan Dairy Road, Largo, Florida 33777 (hereinafter “Raytheon”), the Pinellas County Industrial Development Authority, a special district created pursuant to Part III, Chapter 159, Florida Statutes (hereinafter “Authority”), and Pinellas County, Florida, a subdivision of the state of Florida, at 440 Court Street, Clearwater, FL 33756 (hereinafter “County”).

WHEREAS, Raytheon is a tenant of the Authority, for the premises known as 7887 Bryan Dairy Road, Suite #120, 8058 114th Avenue North and 8020 114th Avenue North, in Largo, Florida 33777, (the “Leased Premises”), owned by the Authority and in the development commonly known as the Science, Technology and Research Center or the STAR Center (the “Building”);

WHEREAS, the Authority previously entered into an Annual Facility Permit Agreement with the County for the Building which included the Leased Premises;

WHEREAS, Raytheon, as tenant, wishes to obtain and the County is authorized and willing to issue Annual Facility Permits (“Annual Facility Permits”) pursuant to Chapter 1 of the Florida Building Code to allow and facilitate Raytheon to perform routine service, repairs, and refurbishing of each of the three facilities at the Leased Premises without having such construction inspected in an in-process fashion by the County; and

WHEREAS, the Authority has agreed to allow Raytheon, as its tenant of the Leased Premises, to enter into this Annual Facility Permit Agreement with the County.

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

1. The Authority agrees to allow Raytheon, as the tenant of the Leased Premises, to obtain Annual Facility Permits from the County for each facility at the Leased Premises.
2. The County hereby grants Raytheon the right to obtain an Annual Facility Permit for each facility at the Leased Premises for each year of a five-year term, unless sooner terminated as provided for herein (the “Term”) commencing on January 1, 2021 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, or refurbishing of service systems manufacturing equipment in installation/relocation for each facility in the Leased Premises during each year of the Term.

3. Raytheon shall not be required to obtain, and there will be no individual permits issued but rather an Annual Facility Permit for each facility at the Leased Premises for each year during the Term. The Annual Facility Permits will be charged the minimum fee allowed by State and County law and regulation per trade for record keeping and annual inspection. Raytheon shall 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. Each set of project documents required for Annual Facility Permits must be signed and sealed by the designated Design Professional of Record. Raytheon may change the designated Design Professional of Record as required. All Annual Facility Permit project documents will be placed in one file throughout the year and then, on or before January 15th of the subsequent year, a project log separated by project will be sent to the County Department of Building and Development Review Services, Building Division, as the official report. Accompanying the report will be a statement from designated Design Professional(s) of Record that the projects identified on the project log, meet all applicable codes. Raytheon will maintain the project documents with detailed records of the alterations made for three (3) years following the project completion.

4. As a condition of an Annual Facility Permit, Raytheon will obtain and maintain, and require its contracted Design Professional of Record to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth in Exhibit "A" attached herein.

5. 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. Following written notice and a reasonable opportunity to cure, the Building Official of the County may enforce any penalties against Raytheon authorized in the Florida Building Code and the Pinellas County Code.

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

7. The Term of the Agreement is from January 1, 2021 through December 31, 2025. Raytheon, pursuant to the provisions of the Agreement, will renew each Annual Facility Permit by January 1st 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.

8. Raytheon will indemnify and hold harmless the County and the Authority from any and all liability, loss or damage the County and the Authority 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 the Leased Premises, resulting from the defective construction or negligence of the agents, servants, contractors or employees of Raytheon. The indemnification is limited to that construction which is permitted in accordance with this Agreement.

9. Nothing in this Agreement relieves Raytheon of its obligation regarding insurance and indemnification set forth in the Lease or other agreements regarding the Leased Premises.

10. County, the Authority and Raytheon 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 any party on any obligation under this Agreement.

11. Any party may terminate this Agreement upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by a nationally recognized overnight courier, certified mail, return receipt requested, or in person with proof of delivery. This Agreement shall automatically expire if the Raytheon lease for the Leased Premises expires or is terminated.

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

WITNESS: Raytheon Company

By: _____ By: _____
Marty Span, Jr., Facility Manager

WITNESS: PINELLAS COUNTY, FLORIDA
By and through its County Administrator

By: _____ By: _____
Barry Burton, County Administrator

WITNESS: PINELLAS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY
By and through the County Administrator

By: _____ By: _____
Barry Burton, County Administrator

Exhibit A

INSURANCE REQUIREMENTS

1. The following insurance requirements are included in this Agreement:
 - a. Raytheon shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.
 - b. All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Vendor and any subcontractors to meet the requirements of the Agreement, shall be endorsed to include Pinellas County, Florida, a Political subdivision of the State of Florida, as an Additional Insured.
 - c. No services shall commence under this Agreement unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement.
 - d. If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the Raytheon to the County at least thirty (30) days prior to the expiration date.
 - e. Raytheon shall also notify County within seven (7) days after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by Raytheon from its insurer. Notice shall be given by certified mail to Pinellas County Risk Management Department, 400 South Fort Harrison Ave., Clearwater, Florida 33756; and nothing contained herein shall absolve Raytheon of this requirement to provide notice.
 - f. Should Raytheon, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
 - g. The term "County", or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

- h. All policies shall be written on a primary, non-contributory basis.
- i. Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from Raytheon.

2. The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

a. Workers' Compensation Insurance

Limit	Florida Statutory
Employers Liability Limits	
Per Employee	\$500,000
Per Employee disease	\$500,000
Policy Limit Disease	\$500,000

b. Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury. No exclusion for physical abuse or sexual molestation.

Limits

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

c. Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles including loading and unloading coverage. If Raytheon does not own any vehicles, then evidence of Hired and Non-owned coverage under Commercial General Liability is sufficient. Coverage shall be on an "occurrence" basis. Insurance is to include coverage for loading and unloading hazards, unless vendor can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000
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d. Professional Liability (Errors and Omissions) Insurance with at least minimum Limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage",

Raytheon may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this Agreement.

Limits

Each Occurrence or Claim	\$1,000,000
General Aggregate	\$1,000,000