

**AGREEMENT FOR
OPERATION OF THE WOOD AND YARD WASTE
PROCESSING/RECYCLING FACILITY**

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida, hereinafter referred to as the "County," with offices located at 1112 Manatee Avenue West, Bradenton, Florida, 34205-7804, and Consolidated Resource Recovery, Inc., hereinafter referred to as "the Contractor", duly authorized to conduct business in the State of Florida, with offices located at 3025 Whitfield Avenue, Sarasota, FL 34243.

WHEREAS, the County has determined that it is necessary, expedient and in the best interest of the County to retain, obtain or employ the Contractor to render and perform professional services in the manner set forth in this Agreement; and

WHEREAS, the County caused a public announcement to be made, distributed and published, requesting proposals (RFP #10-2415FL), for the selection of a Contractor of professional services in the manner set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICE. The Contractor covenants and represents to County that Contractor shall provide services as described in Attachment A, hereinafter referred to as the "Scope of Services".

ARTICLE 2: CONTRACT DOCUMENTS. The Contractor shall comply with the following attachments which are attached and made a part of this Agreement:

- Attachment "A" --- Scope of Services
- Attachment "B" --- Compensation and Payments
- Attachment "C" --- Special Conditions
- Attachment "D" --- Insurance Certificate

ACCEPTED IN OPEN SESSION

DEC 02 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

In the event of a conflict between the terms and conditions provided in Articles in this part of the Agreement and any attachment or exhibit, the Provisions contained within these Articles shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS. Contractor shall be paid by County an amount in accordance with Attachment B for the provision of the Scope of Services. Contractor has been advised that no Contractor or employee of the County may authorize an increase in the above amount as evidenced by the initials of Contractor's representative in the margin. Any increase in total compensation must be authorized in

writing by the Board of County Commissioners.

ARTICLE 4: CONTRACT TERM. A. Unless renewed or terminated as provided in this Agreement, this Agreement shall be for a period of five (5) year, November 30, 2010 and ending November 29, 2015.

B. Renewals or extensions of this Agreement, if any, shall be as specified in Attachment "C" Special Conditions.

ARTICLE 5: TERMINATION. A. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than ninety (90) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Contractor upon determining that Contractor has failed to comply with the terms of this Agreement. If Contractor fails to comply with the terms of this Agreement, the Contract Administrator may, upon written notification to Contractor withhold payment until Contractor complies with the conditions or terms. The notice shall specify the manner in which the Contractor has failed to comply with this Agreement.

B. Upon expiration or termination of this Agreement for any reason, the Contractor shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Contractor's final request for payment and other documents required shall be submitted to County within fifteen (15) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the fifteen (15) day period.

ARTICLE 6: NOTICES. All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

If mailed to Contractor: Consolidated Resource Recovery, Inc.
Attn: Edward Lee, Vice President
3025 Whitfield Avenue
Sarasota, FL 34243

If by hand delivery: Consolidated Resource Recovery, Inc.
Attn: Edward Lee, Vice President
3025 Whitfield Avenue
Sarasota, FL 34243

If mailed to County: Manatee County Government
Utilities Department
Attn: Director
4410 66th Street West
Bradenton, FL 34210

If by hand delivery: Manatee County Government
Utilities Department
Attn: Director
4410 66th Street West
Bradenton, FL 34210

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery.

ARTICLE 7: GENERAL CONDITIONS.

A: MAINTENANCE OF RECORDS.

i. Contractor shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. Contractor shall provide County all necessary information, records and contracts required by this Agreement as requested by County for monitoring and evaluating services. Contractor's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, Contractor shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or License made by any local, State or Federal Agency. Contractor shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Contractor for at least three (3) years after the termination of this Agreement.

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally Contractor covenants and agrees that no person shall on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by Contractor, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County.

C: LICENSES. Contractor shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to the County within

ten days after receipt by Contractor.

D: CONTRACTUAL LIABILITY. The relationship of the Contractor to the County shall be that of an independent Contractor. Nothing herein contained shall be construed as vesting or delegating to the Contractor or any of the officers, employees, personnel, Contractors, or subContractors of the Contractor any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Contractor in connection with the Scope of Services or for debts or claims accruing to such parties. Contractor shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

E: SUBCONTRACTORS. Contractor agrees that the Scope of Services shall be provided by employees of Contractor and not by subcontractors. Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County's representative, or contracts or leases for materials, supplies, facilities and other support services for Contractor's Scope of Services.

F: NON-ASSIGNABILITY. Contractor may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

G: CONTRACTOR'S REPRESENTATIVES. Within thirty (30) days from the date of execution of this Agreement by both parties, Contractor shall provide the County with a list of representatives authorized to act on behalf of the Contractor.

ARTICLE 8: INDEMNIFICATION. Contractor shall indemnify, keep and save harmless the County, its Contractors, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgements, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Scope of Services required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or its employees, or of the subContractors or its employees, if any. Contractor shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgement shall be rendered against the County in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

The indemnity hereunder shall continue until such time as any and all claims arising out of Contractor's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County at once shall give notice thereof in writing to Contractor at the above listed address. Upon receipt of notice, Contractor, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgement against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Contractor attorneys fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

ARTICLE 9: INSURANCE. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type represented by the Certificates of Insurance attached hereto as Attachment D. Upon due notice from County, Contractor shall procure additional insurance as may reasonably be requested by the County to protect the County from liability.

Until such time as the insurance is no longer required, the Contractor shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Contractor shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage. Further, Manatee County will be provided with copies of all underlying additional insured endorsements. County shall be under no obligation to pay Contractor for any services provided or for any costs associated with Contractor's Scope of Services for any period of time not covered by the insured required under this Agreement.

ARTICLE 10: COUNTY'S CONTRACT ADMINISTRATOR. Director, Utilities Department or such other employee as may be designated in writing by the County's Purchasing Manager shall serve as County's Contract Administrator and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Contractor's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the Contract Administrator shall be referred to the Purchasing Manager or his designee.

ARTICLE 11: AMENDMENTS. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by the governing bodies of both parties.


ARTICLE 12: SEVERABILITY. In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 13: HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

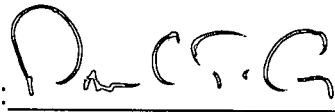
ARTICLE 14: AUTHORITY TO EXECUTE. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Operation of the Wood and Yard Waste Processing/Recycling Facility to be duly executed, in duplicate, by their authorized representatives.

**CONSOLIDATED RESOURCE
RECOVERY, INC.**


By: 
Print Name: Edward Lee
Title: Vice President
Date: 11-8-10

RECOMMENDED BY MANATEE COUNTY UTILITIES DEPARTMENT

By:  11/10/10
Daniel Gray,
Director

COUNTY OF MANATEE

Authority to execute this contract per Manatee County Code of Law, Chapter 2-26, and per the delegation by the County Administrator effective 1/26/09 Revised 8/10/09

By: 
R. C. "Rob" Cuthbert, C.P.M.; CPPO;
Purchasing Manager

ACCEPTED IN OPEN SESSION

DEC 02 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

ATTACHMENT "A" - SCOPE OF SERVICES

E.01 GENERAL REQUIREMENTS

- A. The Contractor shall operate the Wood and Yard Waste Processing/Recycling Facility, located at the Manatee County Lena Road Landfill, 3333 Lena Road, Bradenton, FL.
- B. The Contractor shall operate the facility during normal County Landfill business hours, Monday – Saturday, 8:00 a.m. – 5:00 p.m.
- C. The Contractor shall accept, unload, sort and process recyclable wood/yard waste materials delivered to the existing facility site at the direction of the County. Delivery of materials may be made by County residents, commercial users, or County contract haulers and by any type delivery vehicle.
- D. Provide all equipment, manpower and machinery required to accept, sort and process wood/yard waste materials delivered to the facility.
- E. The Contractor shall perform required operations to produce recycled materials for marketing and selling to a permitted recycler.
- F. The Contractor will develop and maintain markets for recycled wood/yard materials and monitor current market trends.
- G. **HOUSE BILL 7243 – THE COUNTY REQUIRES YARDWASTE BE USED AS AN ALTERNATIVE ENERGY SOURCE AND THE CONTRACTOR MUST BE ABLE TO DOCUMENT THIS REQUIREMENT.**

E.02 SPECIFIC REQUIREMENTS

- A. The Contractor must be in good standing with the Florida Department of Environmental Protection (FDEP).
- B. The Contractor shall have certified spotters and a full time site supervisor shall be present at the facility.
- C. The staff must be trained for safety and proof of training made available to the County when requested.
- D. Perform maintenance and repair of facility including odor, dust, litter control, fire protection and hazardous waste cleanup.

- E. Perform on-site maintenance of all equipment and machinery to minimize downtime of the facility.
- F. The Contractor is responsible for fuel and oil spills and must make sure they have containment for fuel tanks.
- G. The Contractor is responsible for any damage to the pad or litter fence and is responsible to make repairs back to original condition within 30 days.
- H. The Contractor is responsible for building and maintaining their loading ramp.
- I. The Contractor must use grapple buckets, not rakes, on the asphalt.
- J. Should the agreement be terminated, the Contractor will: 1) demobilize their equipment; 2) leave the area free of litter and debris and; 3) forfeit all product remaining on site, assuring the pad and litter fence are in the same condition as they were at the start of the contract.
- K. The minimum frequency for processing yard trash is when 3,000 tons (12,000 cubic yards) are accumulated and/or at least once a month.
- L. Deliver all non-yard waste materials to the County Landfill via the County Landfill scales. There is no tipping fee for this material.
- M. The County shall have the option to receive mulch and processed materials from the Contractor at no cost to the County.
- N. All equipment, operational activity and materials received and processed must be performed within the five (5) acre site. The end product shall be stockpiled in a manner that allows for the ease of acceptance of materials by the County. Access must be kept all the way around each stockpile of material for emergency purposes (fires, etc.). The unauthorized accumulation of stockpiled material shall result in the withholding of payment until the unauthorized accumulation is removed.
- O. The Contractor is responsible for the maintenance and repair of the waste yard facility. Within thirty (30) days of any damage to the facility inclusive of the asphalt pad, the Contractor shall be responsible to repair the facility according to the Landfill Staff's specifications. Maintenance and repairs are to include but not limited to gas, fuel, or spills on the asphalt pad, odor, dust and litter control, fire protection and hazardous waste cleanup. All gas, fuel and oil spills on the asphalt pad are to be handled immediately to prevent damage to the asphalt.

- P. All yard waste must be kept within the painted lines of the asphalt pad.
- Q. Provide a complete computerized reporting system for all activities at the facility including, but not limited to: 1) monthly and annual reports on materials received, sorted, processed and recycled; 2) monthly and annual reports on site and equipment maintenance activities and; 3) monthly and annual reports on marketing activities including sales of wood/yard recycled materials.
- R. In the event of a natural or man-made disaster such as a tornado, hurricane, explosion, etc., the Contractor shall be capable of responding within seventy-two (72) hours after being requested by the County. This response shall be targeted to initiate grinding of disaster related material so designated by the County. The Contractor shall provide the County with a twenty-four (24) hour, seven (7) day a week emergency activation number for notification.

ATTACHMENT "B" - COMPENSATION AND PAYMENTS

1. Compensation to be paid to the Contractor for performing the scope of services as described in Attachment "A" is as follows:

- a. Year 1 rate for incoming wood and yard waste is \$19.84 per ton (effective November 30, 2010)
- b. Accepted mulch shall be at no cost to the County
- c. Each year the Contractor's rate schedule, provided in Attachment "B" may be adjusted (escalated or deescalated) on the anniversary date of the execution of this Agreement using the following formula:

Current Rate x (80% x CPI change + 20% x Fuel Index change) = Change in subsequent rate.

The CPI shall be the percentage change in the average CPI for All Urban Consumers (not seasonally adjusted, South urbane, all items) published by the United States Department of Labor Statistics for the twelve (12) month period ending the most recent September 30th as compared to the twelve (12) month average of the preceding year ending September 30th.

The Fuel Index change shall be the percentage change in the average fuel prices published by the United States Department of Energy, Energy Information Administration, for Lower Atlantic PADD 1C (No. 2 Diesel Low Sulfur Commercial Prices by all Sellers) for the twelve (12) month period ending the most recent September 30th as compared to the twelve (12) month average of the preceding year ending August 31th.

The total rate increase in a given year shall not exceed 3%.

2. The Contractor shall provide the County with invoices not more frequently than once a month for each calendar month.
3. The Contractor's invoice shall be in a form acceptable to the County and include details as may be requested by the County.
4. The County shall give the Contractor prompt notice of any dispute with respect to the Contractor's invoice.

5. The County shall remit payment for an acceptable invoice within forty five (45) days after the receipt of the acceptable invoice.
6. All costs of providing the scope of services described in Attachment "A" shall be the responsibility of the Contractor.
7. The County shall provide the Contractor with incoming wood and yard waste tonnage based on the County's Monthly Scale Summary Report for use in the preparation of invoices and reporting.

ATTACHMENT "C" - SPECIAL CONDITIONS

1. This Agreement may be renewed at the sole discretion of the County for one (1) additional five (5) year option period. Such renewal shall be in writing, approved by the County and Contractor in the form of an Addendum to the Agreement.
2. The Contractor acknowledges that in the event of a natural disaster (tornado / hurricane) or man-made disaster (explosion) within seventy-two (72) hours of notification by the County it shall perform services required by this Agreement to include mobilization of equipment and personnel to designated County emergency sites and initiate grinding of disaster related materials at designated emergency sites. The Contractor shall provide the County with a twenty-four (24) hour, seven (7) days a week emergency service activation number and point of contact for notification.

ATTACHMENT "D" - INSURANCE CERTIFICATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require and endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Concepts Corporation 410 43rd Street West Suite N Bradenton FL, 34209	CONTACT NAME:		
	PHONE (A/C, No, Ext): 877-746-2209	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID#:		
INSURED Administrative Concepts Corporation 406 43rd Street West Bradenton FL, 34209	INSURERS AFFORDING COVERAGE		NAIC#
	INSURER A: Southern Eagle Insurance Company		10151
	INSURER B: Lloyds Syndicate A		48339
	INSURER C: Aspen Insurance A		84806
	INSURER D: Max Bermuda LTD A-		87119
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 60706

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDL INSUR	SUBR WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2010-02682-000	01/01/2010	12/31/2010	<input checked="" type="checkbox"/> STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE-EAEMPLOYEE \$ 1,000,000.00 E.L. DISEASE-POLICY LIMIT \$ 1,000,000.00
B C D E	Workers Compensation Excess Coverage			Please note that Southern Eagle Insurance Company has reinsured its liabilities in excess of \$250,000 under the policies of insurance listed above with the underwriters listed A- or better at the time of placement of such reinsurance. Such reinsurance are subject to their own terms, conditions and limits. This is for informational purposes and nothing shall create any right under such reinsurances.			

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Effective: 05/31/2010 081258
 Coverage is extended to the leased employees of alternate employer (Florida Operations Only):
Consolidated Resource Recovery, Inc. RFP # 10-2415FL

DISCLAIMER: This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE HOLDER Manatee County Financial Management Department-Purchasing Div. 1112 Manatee Ave West Bradenton FL, 34205 Fax#: (941) 749-3034	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

OP ID SN
CONSO-1DATE (MM/DD/YYYY)
11/08/10

PRODUCER Des Champs & Gregory, Inc Main Office 1812 Manatee Ave. W., Bradenton FL 34205-5927 Phone: 941-748-1812 Fax: 941-746-1400	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Consolidated Resource Recovery Keith Hodges 3025 Whitfield Ave Sarasota FL 34243	INSURER A	Massachusetts Bay Ins Co
	INSURER B	Hanover Insurance Company
	INSURER C	Ohio Casualty Company
	INSURER D	Rockhill Insurance Co
	INSURER E	

COVERAGES

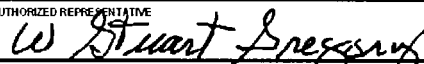
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RISR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	LZJ841236603	09/01/10	09/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	RCPLE0011701/OFFSITE	08/01/10	08/01/11	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	AHJ7012512	08/01/10	08/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
C		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	EU052510067	09/01/10	09/01/11	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				W/C STATUTORY LIMITS <input type="checkbox"/> OTH ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D		Pollution	RCPLE0011701	08/01/10	08/01/11	per claim 1,000,000 aggregate 1,000,000

DESCRIPTION OF OPERATIONS - LOCATIONS - VEHICLES - EXCLUSIONS ADDED BY ENDORSEMENT - SPECIAL PROVISIONS

Certificate holder is named as additional insured per form 421-0080 attached as pertains to commercial general liability coverage.
 RE: Operation of the Wood and Yard Waste Processing/Recycling Facility

CERTIFICATE HOLDER**CANCELLATION**

MANATEE Manatee County, A Political Subdivision of the State of Florida 1112 Manatee Ave West Bradenton FL 34205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1. Additional Insured by Contract, Agreement or Permit	Included
2. Additional Insured - Broad Form Vendors	Included
3. Aggregate Limit per Location	Included
4. Alienated Premises	Included
5. Bodily Injury Redefined	Included
6. Broad Form Property Damage - Borrowed Equipment, Customers Goods & Use of Elevators	Included
7. Extended Property Damage	Included
8. Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
9. Knowledge of Occurrence	Included
10. Liberalization Clause	Included
11. Medical Payments - Increased Limit	\$ 10,000
12. Mobile Equipment Redefined	Included
13. Newly Acquired or Formed Organizations - Covered until end of policy period	Included
14. Non-owned Watercraft	51 ft.
15. Personal Injury - Broad Form	Included
16. Product Recall Expense	
- Each Occurrence Limit	\$ 25,000
- Aggregate Limit	\$ 50,000
17. Property Damage Legal Liability (Fire, Lighting, Explosion, Smoke or Leakage Damage)	\$500,000
18. Supplementary Payments Increased Limits	
- Bail Bonds	\$ 2,500
- Loss of Earnings	\$ 300
19. Unintentional Failure to Disclose Hazards	Included
20. Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Form through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

Under **Section II - Who Is An Insured**, Paragraph 5. is added as follows:

- 5. a.** Any person or organization with whom you agreed, because of a written contract, written agreement or permit to provide insurance, is an insured, but only with respect to:
- (1) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or

(2) Premises you own, rent, lease or occupy.

This insurance applies on a primary basis if that is required by the written contract, written agreement or permit.

b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", "personal and advertising injury".

- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part.
- (3) To any person or organization included as an insured under item 2 of this endorsement.
- (4) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
- (5) To any:
 - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor.

c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. Additional Insured - Broad Form Vendors

Under **Section II - Who Is An Insured**, Paragraph 6. is added as follows:

- 6. a. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- b. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;

3. Aggregate Limit Per Location

- (1) Under **Section III - Limits of Insurance** the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.
- (2) Under **Section V - Definitions**, definition 23. is added as follows:
 - 22. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

4. Alienated Premises

Under **Section I - Coverage A**, paragraph 2. **Exclusions, j. (2)** is replaced in its entirety with the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

5. Bodily Injury Redefined

Under **Section V - Definitions**, definition 3. "bodily injury" is replaced in its entirety with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death resulting from "bodily injury", sickness or disease.
6. **Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
- (1) Under **Section I - Coverage A**, paragraph 2. **Exclusion j.** is amended as follows:
- Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
- Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.
- (2) Under **Section V - Definitions**, definition 24. is added as follows:
23. "Customers goods" means property of your customer on your premises for the purpose of being:
- worked on; or
 - used in your manufacturing process.
- (3) The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
7. **Extended Property Damage**
- Under **Section I - Coverage A**, paragraph 2. **Exclusions**, Exclusion a. is replaced in its entirety with the following:
- "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.
8. **Incidental Malpractice - Employed Nurses, EMT's and Paramedics**
- Under **Section II - Who Is An Insured**, paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
9. **Knowledge of Occurrence**
- Under **Section IV - Commercial General Liability Conditions**, Condition 2 - **Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph e. is added as follows:
- Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.
10. **Liberalization Clause**
- Under **Section IV - Commercial General Liability Conditions**, condition 10. is added as follows:
10. **Liberalization Clause**
- If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.
11. **Medical Payments - Increased Limits**
- Under **Section I - Coverage C**, paragraph a. (2) is replaced in its entirety by the following:
 - The expenses are incurred and reported to us within three years of the date of the accident; and
 - Under **Section III - Limits of Insurance**, paragraph 7. is replaced in its entirety by the following:
 - Subject to 5. above, the higher of:
 - \$10,000; or
 - The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.
 - This coverage does not apply if **Coverage C - Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.
12. **Mobile Equipment Redefined**
- Under **Section V - Definitions**, definition 12, Mobile Equipment, paragraph f.(1)(a)(b)(c) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.
13. **Newly Acquired Or Formed Organizations**
- Under **Section II - Who Is An Insured**, paragraph 4.a. is replaced in its entirety by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

14. Non-Owned Watercraft

Under **Section I - Coverage A**, paragraph **2 Exclusions, g.(2)** is replaced in its entirety by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

15. Personal Injury - Broad Form

- (1) Under **Section I - Coverage B**, paragraph **2.e.** is deleted in its entirety.

- (2) Under **Section V - Definitions**, definition **14**, paragraph **b.** is replaced in its entirety by the following:

- b. Malicious prosecution or abuse of process.

- (3) Under **Section V - Definitions**, definition **14**, paragraph **h.** is added as follows:

- h. Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- (1) Not done intentionally by or at the direction of:

- (a) The insured;
 - (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

- (2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

- (4) This coverage does not apply if **Coverage B - Personal and Advertising Injury Liability** is excluded either by the provisions of the Coverage Part of by endorsement.

16. Product Recall Expense

- (1) Under **Section I - Coverage A**, paragraph **2 Exclusions, n.** is replaced in its entirety by the following:

- n. **Recall of Products, Work or Impaired Property**

- Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection,

repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". The exception to the exclusion does not apply to "Product recall expenses" resulting from:

- (1) Failure of any products to accomplish their intended purpose;
- (2) Breach of warranties of fitness, quality, durability or performance;
- (3) Loss of customer approval, or any cost incurred to regain customer approval;
- (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
- (5) Caprice or whim of the insured;
- (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
- (7) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
- (8) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

- (2) Under **Section II - Who Is An Insured**, paragraph **4.d.** is added as follows:

- d. Coverage A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- (3) Under **Section III - Limits of Insurance**, paragraph **8.** is added as follows:

- 8. The Limits of Insurance and rules stated below fix the most we will pay under this coverage part.

- (1) The Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "product recall expenses" initiated during the policy period.

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(2) The Each Occurrence Limit shown in the Summary of Coverages Declaration is the most we will pay in connection with any one defect or deficiency.

(a) All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one occurrence.

(b) Any amount reimbursed for "product recall expenses" in connection with any one occurrence will reduce the amount of the Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

(c) If the Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

The Limits of Insurance of Product Recall Expense apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

(3) A Deductible of \$500 applies for Each Occurrence.

(4) Under **Section IV - Commercial General Liability Conditions, Condition 2 - Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph f. is added as follows:

f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all

such products are free from defects that could be a cause of loss under this insurance.

(5) Under **Section V - Definitions**, the following definitions are added:

25. "Covered recall," means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

26. "Product recall expense" means:

a. Necessary and reasonable expenses for:

(1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;

(2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Remuneration paid to your regular "employees" for necessary over-time;

(4) Hiring additional persons, other than your regular "employees";

(5) Expenses incurred by "employees" including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space;

(7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

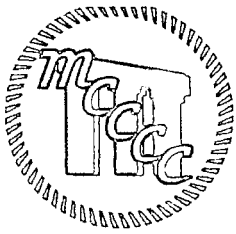
b. Your lost profit resulting from such "covered recall".

17. **Property Damage Legal Liability (Fire, Lightning, Explosion, Smoke or Leakage from Fire Protective Systems Damage)**

(1) The word **fire** is changed to **fire, lightning, explosion, smoke and leakage from fire protective systems** where it appears in the Limits of Insurance section of the Declarations for the Commercial General Liability Coverage Part.

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- (2) Under **Section I - Coverage A**, the last paragraph (after the exclusions) is replaced in its entirety by the following:
- Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION III). This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination of the five.
- (3) Under **Section III - Limits Of Insurance**, paragraph 6. is replaced in its entirety by the following:
6. Subject to 5. above, the higher of:
- \$500,000; or
 - The Fire, Lightning, Explosion, Smoke or Leakage from Fire Protective Systems Damage Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "property damage" from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.
- (4) Under **Section IV - Commercial General Liability Conditions**, Condition 4. **Other Insurance**, paragraph b.(2) is replaced by the following:
- b.(2) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (5) Under **Section V - Definitions**, definition 9. **"Insured contract"**, a. is replaced in its entirety by the following:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".
- (6) This coverage does not apply if Fire Damage Legal Liability of **Coverage A** is excluded either by the provisions of the Coverage Part or by endorsement.
18. **Supplementary Payments Increased Limits**
Under **Section I - Supplementary Payments, Coverages A and B**, paragraphs 1.b. and 1.d. are replaced in their entirety as follows:
- Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$300 a day because of time off from work.
19. **Unintentional Failure to Disclose Hazards**
Under **Section IV - Commercial General Liability Conditions**, Condition 6. - **Representations**, paragraph d. is added as follows:
- d. We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.
20. **Unintentional Failure to Notify**
Under **Section IV - Commercial General Liability Conditions**, Condition 2. - **Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph g. is added as follows:
- g. Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.



Manatee County

R.B. "Chips" Shore

Clerk of the Circuit Court and Comptroller

P.O. Box 25400 • Bradenton, Florida 34206 • (941) 749-1800 • FAX (941) 741-4082 • www.manateeclerks.com

DATE: December 2, 2010

TO: Consolidated Resource Recovery, Inc.
2025 Whitfield Ave.
Sarasota, FL 34243

FROM: Clerk of Circuit Court
Board Records Department
Vicki Tessmer
P. O. Box 25400
Bradenton, FL 34206



RE: Operation of Wood and Yard Waste Processing/Recycling Facility

Approved: In open session by the Board of County Commissioners, Manatee County, Florida, Approved in open session on December 2, 2010.

cc: Board Records
RBS/SGR

Frank Lambertson/Purchasing

"Pride in Service with a Vision to the Future"

Clerk of Circuit and County Court - Clerk of Board of County Commissioners - County Comptroller, Auditor and Recorder

MEMORANDUM



Financial Management Dept
Purchasing Division
1112 Manatee Ave W, Ste 803
Bradenton, FL 34205

MANATEE COUNTY
FLORIDA

Phone: 941.749.3014
Fax: 941.749.3034
www.mymanatee.org

To: Board Records, Clerk of the Circuit Court
From: Frank Lambertson, Contracts Negotiator, Purchasing Division
Date: November 17, 2010
Subject: Consent Agenda – Clerk's Consent Calendar

The attached Agreement is forwarded for inclusion in an upcoming Board of County Commissioner Consent Agenda, Clerk's Consent Calendar.

Authority to execute a contract per Manatee County Code of Law, Chapter 2-26, and per the delegation by the County Administrator effective August 10, 2009.

Instruction to Board Records:

Original to Board Records, and:

Consolidated Resource Recovery, Inc., 3025 Whitfield Avenue, Sarasota, FL 34243

Should you have any questions, please call Frank Lambertson at ext. 3042.

RECEIVED
ACCEPTED IN OPEN SESSION NOV 19 2010
DEC 02 2010 BOARD RECORDS
BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

Enclosure: Agreement (two originals)