

AGREEMENT NO. 22-\_\_

**Master Landfill Management Agreement**

This Master Landfill Management Agreement (“Management Agreement”) is entered into this 26th day of April, 2022 by and between the County of Yolo, a political subdivision of the State of California (“County”), and B&D Geerts Construction Inc., a California corporation (“Operator”) (collectively, the “Parties”).

**Recitals**

**WHEREAS**, County solicited proposals from qualified firms to engage in construction (operational) and non-construction (management) landfill services for the County (“Solicitation”);

**WHEREAS**, Operator submitted a proposal in response to the Solicitation deemed by the County to be most advantageous;

**WHEREAS**, to comply with applicable law governing construction and non-construction landfill operations, the Parties desire to separately contract for both, the former addressed in another instrument entitled Agreement No. 22-\_\_ (the “Operations Agreement”) and the latter to be addressed herein;

**NOW, THEREFORE** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Agreement**

1. **Definition.** All capitalized terms not defined in this Agreement shall have the same meaning as set forth in the Operations Agreement.

2. **Services and Compensation.** Operator shall furnish all necessary labor, equipment and materials to operate the Yolo County Central Landfill in accordance with the requirements of this Management Agreement and to the satisfaction of the Director of the Community Services Department or their designee, *limited* to the following non-construction operations (“Management Services”): operation and maintenance of the liquid waste pond, to be compensated at the labor and equipment rates included in Exhibit C to the Operations Agreement monthly based on the actual approved time spent in the operation and maintenance of the liquid waste, not to exceed \$1,000,000 per year.

3. **Duration.** The duration of this Management Agreement shall match the duration of the Operations Agreement and any changes in the duration of the Operations Agreement shall also modify the duration of this Agreement.

4. **Operation Agreement & Exhibits.** Except for the exhibits specifically identified below, the terms, conditions and obligations contained in the Operations Agreement and all exhibits to the Operations Agreement are incorporated herein by reference as if fully set forth herein, but only to the extent that such apply to the non-construction landfill operations that are the subject matter of this Agreement:

- a. Exhibit F - Prevailing Wage Determination
- b. Exhibit H - Payment & Performance Bonds

Except to the extent required by law or where context clearly requires otherwise, the requirements of the Operations Agreement and all incorporated exhibits shall apply to the Management Services to the same extent as the work that is the subject of the Operations Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first set forth above.

**CONTRACTOR**

B&D Geerts Construction, Inc.

By:   
Ben Geerts, President

**COUNTY OF YOLO**

By: \_\_\_\_\_  
Angel Barajas , Chair  
Board of Supervisors

Attest:  
Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

By: \_\_\_\_\_  
Deputy (Seal)

Approved as to Form:  
Philip Pogledich, County Counsel

By:   
Kimberly Hood, Assistant County Counsel