

**AGREEMENT NO. 24-\_\_\_**

(First Amendment to Agreement 22-76 (Master Landfill Management Agreement) with B&D Geerts Construction to revise the maximum compensation for management of the liquid waste program at the Landfill)

This First Amendment to the Master Landfill Management Agreement (“First Amendment”) is entered into this 23rd day of January, 2024, 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”); and

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

**WHEREAS**, the County and Operator entered into Agreement 22-76 on or about April 26, 2022 to provide daily waste placement, compaction and cover and liquid waste management services necessary to maintain day-to-day landfill operations at the Yolo County Central Landfill; and

**WHEREAS**, the compensation for the Landfill management services described in Agreement No. 22-76 was capped at \$1,000,000 annually; and

**WHEREAS**, the Landfill is receiving significantly more liquid waste than originally anticipated with a corresponding increase in revenue and cost which necessitates a revision to the annual compensation cap; and

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. Paragraph 2 of Agreement No. 22-76 is amended to increase the annual compensation cap by \$1,000,000 for a new annual compensation cap of \$2,000,000 as follows:

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 \$2,000,000 per year.

2. Except as specifically amended hereinabove, Agreement No. 22-76 shall remain in full force and effect according to its terms.

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

**CONTRACTOR**

B&D Geerts Construction, Inc.

By: Ben Geerts  
Ben Geerts, President

**COUNTY OF YOLO**

By: \_\_\_\_\_  
Lucas Frerichs, 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 E. Hood  
Kimberly Hood, Assistant County Counsel