

San Mateo County Compost Program 2026

Direct Service Provider Agreement

Version for farm operations in Santa Cruz, San Benito and Monterey Counties

Program Overview: The San Mateo County Compost Program (Compost Program) is a partnership between the Cities and Towns of San Mateo County, the San Mateo Resource Conservation District (RCD), and the County of San Mateo. Through the program, the RCD coordinates with farmers and ranchers to procure, deliver and apply compost and/or mulch in their operations. The RCD then provides reimbursement to farmers and ranchers for project costs. Funding for reimbursements come from the Cities and Towns of San Mateo County and the County of San Mateo as part of the Compost for Climate Solutions Program. Compost use improves soil health, reduces reliance on fertilizers and improves efficacy of fertilizer use, builds soil aggregate stability and structure, and adds water holding capacity thereby reducing water use. This program is offered in collaboration with the Resource Conservation Districts (RCDs) of the North Central Coast Soil Hub, serving farmers in San Mateo, Santa Cruz, Monterey and San Benito Counties.

Program Guidelines:

- This program is available on a first-come, first-serve basis until all funds are spent.
- Additional soil amendments are not covered by this program and must be paid for by the applicant.
- RCD staff can provide technical assistance to design the compost project and conduct soil tests, if needed.
- Minimum compost order is 12 tons from most compost companies.
- Application rate (tons/ac) and total acreage applied in each order is required for reimbursement.
- This is a cost-share compost program: each participant will purchase and apply compost, then submit documentation (receipts) in a timely manner. The farming operation must pay in full to the compost provider and then submit a reimbursement request to the RCD.
- Reimbursement will be issued after receipt of the required documentation.
- Reimbursable costs include compost and mulch, delivery costs, and spreading costs.

Proposed Compost Reimbursement Rate by Farm/Property Size: The compost reimbursement rate is determined by the overall farm/ranch operation size (actively farmed acres) as well as availability of funds. Typical reimbursement rates for compost are listed below. Mulch will be decided on a case by case basis. RCD staff will confirm with the applicant the total reimbursement rate they are able to provide when the program application is received. Applicable cost-share rates in Santa Cruz, San Benito and Monterey counties:

- 0-40 acres = \$65/ton
- 41-100 acres = \$40/ton
- 101-500 acres = \$15/ton
- 501+ acres = \$10/ton



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Applicant Information:

Business Name: _____

Primary Contact: _____

Actively Farmed/Ranched Acreage: _____

E-mail Address: _____

Phone Number: _____

Applicant Signature: _____ **Date:** _____

By Signing Above: *The applicant attests that the compost and mulch application documented here is attributed to, and solely for the use of RCD for assignment of SB 1383 procurement credit and not knowingly claimed by any other entity or jurisdiction, nor otherwise reported for SB 1383 procurement credit. Applicant will only procure compost or mulch that RCD has approved as meeting the specifications of 14 CCR 18993.1 et seq. (i.e. it is from a CalRecycle certified compost facility).*

The program partner organizations (RCDMC, RCDSOC, SBRCO) make no representation or warranty and assume no liability with respect to the Compost Program, including, but not limited to, implementation of compost application practices and rebates received under the Program, and expressly disclaim any such representation, warranty or liability. By submitting this application, Applicant waives and releases Program partner organizations from any and all claims and causes of action arising out of its participation in the Compost Program and receipt of any future rebate. This document serves as a photo/video release.

Hold Harmless: *Recipient, for him/herself/themselves and any heirs and assigns, hereby irrevocably and unconditionally release, discharge, indemnify and hold harmless the County of San Mateo, City of Atherton, City of Belmont, City of Brisbane, City of Burlingame, Town of Colma, City of Daly City, City of East Palo Alto, City of Foster City, City of Half Moon Bay, Town of Hillsborough, City of Menlo Park, City of Millbrae, City of Pacifica, Town of Portola Valley, City of Redwood City, City of San Bruno, City of San Carlos, City of San Mateo, City of South San Francisco, Town of Woodside, and San Mateo Resource Conservation District, collectively, "Released Parties", and each of Released Parties' employees, officers, directors, Board members, contractors, successors, predecessors, heirs, assigns, agents, attorneys, consultants, affiliates, and representatives of and from, and waives, any and all claims, liabilities, damages, costs, losses, expenses (including, but not limited to, attorneys' fees and costs), demands, penalties, interest, causes of action, actions, fines, consultants' and experts' fees and costs, liens and judgments of any nature, whether known or unknown, foreseen or unforeseen (collectively, "Claims"), including, without limitation, Claims for property damage, personal injury, bodily injury, aggravation of pre-*



existing injuries, aggravation of pre-existing conditions, death and consequential, special or incidental damages, wherever made or incurred, whether known or unknown, foreseen or unforeseen, arising from, or in any way related to, the Product.

California Civil Code§ 1542 Release: *In addition to the above, I hereby expressly waive the provisions of California Civil Code Section 1542 which provides as follows: “a general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” I herein understand and agree that all rights under Section 1542 of the California Civil Code are expressly waived and that this Release releases all injuries, damages, or losses to the person and property, real or personal, whether known or unknown, foreseeable, unforeseeable, patent or latent, which I may have against Released Parties.*

Product Release: *Applicant recognizes that product received through this program is derived from green waste, food waste, and/or manure, which may be collected from municipal organics diversion programs within the State of California. Products through this program have been produced at a State of California Resources Recycling and Recovery (CalRecycle) permitted or authorized facility. Compost from an authorized facility may include up to 0.5% physical contaminants.*

Product provided through this program is being provided “as-is”, “where is”, “with all faults”, and without warranty or representation either express or implied as to (a) the value of the products, (b) merchantability or fitness for any particular purpose, (c) the right to the quiet enjoyment of the products, (d) the design, condition, or quality of material or workmanship in the products, (e) the presence or absence of any hazardous substances in, under, or on, or disposed of, or discharged from the products; or (f) any other matter whatsoever, it being agreed that all such risks, as between the released parties (as defined below) and the recipient identified herein (“recipient”), are to be borne by recipient.

For further information, contact:

Monterey County: Kasey Butler at kasey.butler@rcdmonterey.org or call (650) 704-1507

Santa Cruz County: Sacha Lozano at slozano@rcdsantacruz.org or call (831) 205-3758

San Benito County: Alex Ramos at alex@rcdsanbenito.org or call (831) 869-6426

