

80 STONE PINE ROAD, SUITE 100 HALF MOON BAY, CA 94019

SANMATEORCD.ORG

San Mateo Resource Conservation District's Compost Program

SB (Senate Bill) 1383 is a new law that requires that every city, town, and county in California purchase and distribute a certain amount of compost, mulch, or renewable natural gas annually. The procurement quantity for each jurisdiction is based on their population size. The RCD has developed a compost program pilot to help jurisdictions within San Mateo County meet their procurement targets by providing reduced cost compost to farms and ranches.

Program basics:

- o The RCD is able to pay up to 75% of the cost of compost, delivery and spreading. The percentage that RCD pays will be determined by the cost of the compost, and transportation and spreading services, if you have other funding sources for the project (like NRCS or Healthy Soils), and what the total demand for compost is. The RCD will work with you in advance of agreeing to participate in the program to see what your costs will be. You can use other funding programs to cover your share. The RCD can help you identify potential funding programs.
- o This program is first come first served until the 2025 compost budget has been allocated.
- The RCD must source compost from a compost facility that is certified by the state.
- o Minimum compost order is 12 tons.
- o The RCD will provide technical assistance to design the compost project and can conduct soil tests when necessary.
- o Compost must be spread within three days—no stockpiling compost for future use.
- o You must sign a contract (this form) and a liability and photo release forms attached to participate in the program.
- o The new mandate requires reporting so that jurisdictions can get the compost procurement credits.
 - The RCD will ask you to verify the project with photos.
 - The RCD will have to report where the compost is spread, including your location and the amount of compost applied to CalRecycle.
- o There are two options for this program:
 - The RCD will order and pay for the compost and will send you an invoice to you for your portion of the project.
 - You may work with the RCD to order and pay for the compost, and then you invoice the RCD for the RCD's portion. You must include the compost receipts, and the invoice must come from your farm.

Please contact Doug Millar at <u>doug@sanmateoRCD.org</u> or call him at 707-480-0329 with any questions.





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San Mateo RCD Compost Program Application Form for 2025

 $Thank you for participating in the Compost Program. Please fill out the following information for the delivery of compost to your operation. Please specify exact drop off location. \\ **Minimum order is 12 tons.$

Farm/Ranch Name	e				
Main Contact					
Phone	oneEmail				
Address for Comp	oost Delivery				
When will compost be applied?					
Field Name	Cropland / Rangeland / Pasture	Acres for compost application	Desired Application Rate (ton/acre)	Total tons	
			TOTAL TOI	NS	
Compost orders larger than 12 tons require double trailer semi-trucks to deliver. It is absolutely vital that you make sure the trucks can turn around or there will be an extra charge as the trucks are priced by the hour. Can a double trailer access your fields? Yes Some of them					
Do you have landowner permission to do this project?					
I own the land I lease, but my landowner approves this project					
	order and purchas	post? e, and then invoice en invoice the RCD			

Direct Service Provider Agreement between San Mateo Resource Conservation District and

[First and Last Name] ("Procurement Only Subcontractor")				
l,[First and la	ast name], do certify:			
District Compost Program for use on belof Burlingame, Town of Colma, City of Bay, Town of Hillsborough, City of Menlage Redwood City, City of San Bruno, City of Woodside ("Jurisdictions"). Through plus supporting the San Mateo Resource Corecovered organic waste product procure compliance with SB 1383 recovered organic	procuring compost as part of the San Mateo Resource Conservation half of the County of San Mateo, City of Atherton, City of Belmont, City Daly City, City of East Palo Alto, City of Foster City, City of Half Moon lo Park, City of Millbrae, City of Pacifica, Town of Portola Valley, City of San Carlos, City of San Mateo, City of South San Francisco, and Town procurement and use of this compost, Procurement Only Subcontractor conservation District in fulfilling its agreement with Jurisdictions providing rement services ("Services") for the purpose of facilitating Jurisdictions' anic waste product procurement requirements, as described in the Division 7, Chapter 12, Article 12 – Procurement of Recovered Organic .).			
seq. (i.e. it is from a CalRecycle certified Jurisdictions' recovered organic waste p Procurement Only Subcontractor shall n outside of this program for the purpose Only Subcontractor will supply to San M	nly procure compost that meets the specifications of 14 CCR 18993.1 et compost facility) for compost that is eligible to count towards procurement target. Not allocate procured compost to another organization or jurisdiction of satisfying their SB 1383 procurement requirements. Procurement lateo Resource Conservation District the following information about the and copies of receipts for procured compost.			
am familiar with the Services that San	Mateo Resource Conservation District has provided to Jurisdictions.			
· · · · · · · · · · · · · · · · · · ·	rmation that I submit to San Mateo Resource Conservation District ctor provision of the Services referenced above are true, accurate, and			
declare under penalty of perjury that	the foregoing is true and correct.			
First and Last Name:	Compost supplier:			
Farm Name:	Tons procured:			
Title:	Date Ordered:			
Date:	Date Spread:			
Phone Number:	Cost:			
Signature:	Address:			

SB1383 Compost Project Implementation Waiver and Photo/Video Release Form

Name			
Farm Business Name			
Address			
City, State Zip			
Phone and E-mail Address			
"Product": Compost			
Compost Source	Unit	Quantity	
	Ton		

This Product is derived from green waste, food waste, and/or manure, which may be collected from municipal organics diversion programs within the State of California. The Product has 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.**

THE PRODUCT 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 COUNTY OF SAN MATEO / RELEASED PARTIES (as defined below) AND THE RECIPIENT IDENTIFIED HEREIN ("RECIPIENT"), ARE TO BE BORNE BY RECIPIENT.

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

SB1383 Compost Project Implementation Waiver and Photo/Video Release Form

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.

Photo/Video Release:

By signing this consent and release form I grant to 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 their representatives the right to use my name, likeness, image, voice, appearance, and/or personal narrative embodied in any recordings taken by or made on behalf of the Released Parties or otherwise provided by me as related to this project. I agree that the Released Parties own and may use such material to promote this project and without my prior inspection or approval. Such uses include but are not limited to social media postings, announcements, news releases, websites, and promotional or informational materials in any medium. I acknowledge that I will not receive any compensation for the use of such images, recordings, likenesses, or narratives.

I represent that I am at least 18 years of age and that I have read this consent and release form fully and understand its contents. If I am a parent or guardian of minor children, by listing them below I agree to them being covered by this consent and release form. I also release and discharge the Release Parties and their agents or representatives from all claims, demands, and liabilities arising out of or in connection with the use of any name, likeness, recording, or personal narrative covered by this form, and this release shall be binding upon me and my heirs, legal representatives, and assigns.

This consent and release is entered into und	er the laws of the State of Californi	a and shall be governed and
interpreted by those laws.		

Name

Date Covered

Signature

Names of minor children (under 18 years old) covered by this release