

Agreement No. _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
THE SAN MATEO RESOURCE CONSERVATION DISTRICT FOR THE SAN MATEO
COUNTY COMPOST FOR CLIMATE SOLUTIONS PROGRAM**

This Agreement is entered into this 10th day of February 2026, by and between the County of San Mateo, a political subdivision of the State of California, hereinafter called "County," and San Mateo Resource Conservation District, hereinafter called "RCD."

* * *

Whereas, pursuant to County of San Mateo Administrative Memorandum No. B-1, the County may establish agreements with governmental entities on projects or programs that meet the goals and needs of the County and its constituents; and

Whereas, it is necessary and desirable that an intergovernmental agreement with the RCD be established for the purpose of implementing the collaborative San Mateo County Compost for Climate Solutions Program to advance Senate Bill (SB) 1383 implementation, build local compost markets, advance carbon sequestration efforts, and increase climate resiliency among local agricultural communities.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A - Services

Exhibit B - Payments and Rates

Attachment K - Mandatory Recovered Organic Waste Product Procurement

2. Services to be performed by RCD

In consideration of the payments set forth in this Agreement and in Exhibit B, RCD shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by RCD in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to RCD based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed two million five hundred thousand dollars (\$2,500,000). In the event that the County makes any advance payments, RCD agrees to refund any amounts in excess of the amount owed by the

County at the time of contract termination or expiration. RCD is not entitled to payment for work not performed as required by this Agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 10, 2026, through December 31, 2028.

5. Termination

This Agreement may be terminated by RCD or by the Director of the Sustainability Department or their designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, RCD shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to RCD as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give RCD notice of the alleged breach. RCD shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If RCD fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by County and RCD under this Agreement shall become the shared property of County and RCD shall be promptly delivered to both County and RCD. Upon termination, County and RCD may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

RCD agrees and understands that the work/services performed under this Agreement are performed as an independent organization and not as an employee of County and that neither

RCD nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. Mutual Hold Harmless

It is agreed that the County shall defend, hold harmless, and indemnify the RCD and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of the County and/or its officers, employees, agents, and servants.

It is agreed that the RCD shall defend, save harmless, and indemnify the County and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of the RCD and/or its respective officers, employees, agents and servants.

County shall defend, hold harmless, and indemnify the RCD from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, County's representatives for services provided under this Agreement.

The RCD shall defend, hold harmless, and indemnify County from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, the RCD's representatives for services provided under this Agreement.

The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

In the event of concurrent negligence (or intentional/reckless acts) of RCD and/or its respective officers and employees, on the one hand, and the County and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

b. Intellectual Property Indemnification

RCD hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

RCD warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. RCD shall defend, indemnify, and hold harmless County from and against all liabilities,

costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. RCD's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies RCD promptly in writing of any notice of any such third-party claim; (b) County cooperates with RCD, at RCD's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) RCD retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided RCD shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in RCD's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, RCD shall, at RCD's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, RCD will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, RCD) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

9. Assignability and Subcontracting

RCD shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by RCD under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

RCD shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and RCD shall use diligence to obtain such insurance and to obtain such approval. RCD shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending RCD's coverage to include the contractual liability assumed by RCD pursuant to this

Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

RCD shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, RCD certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

RCD shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect RCD and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from RCD's operations under this Agreement, whether such operations be by RCD, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability.....\$1,000,000
- (b) Motor Vehicle Liability Insurance..... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by RCD pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

RCD certifies and warrants that it has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

RCD will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-Discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

RCD shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management

relations for all employees under this Agreement. RCD's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

RCD shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services under this Agreement. This Section applies only to RCDs who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

RCD shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the RCD's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and RCD and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime RCDs and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

RCD certifies that no finding of discrimination has been issued in the past 365 days against RCD by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against RCD within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, RCD shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

RCD shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified RCD that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted.

RCD shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the RCD to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the RCD from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to RCD under this Agreement or any other agreement between RCD and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, RCD certifies all RCD staff and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

RCD shall comply with Chapter 2.85 of the County's Ordinance Code, which states that RCD shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the RCD, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with RCD or that the RCD may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, RCD certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if RCD has no employees in San Mateo County, it is sufficient for RCD to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, RCD certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, RCD shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); RCD acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) RCD shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and RCD shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) RCD shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) RCD agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Gordon Tong, Waste Reduction Program Manager
Address: 4th Floor, 455 County Center, Redwood City, CA, 94063
Email: gtong@smcgov.org

In the case of RCD, to:

Name/Title: Eliza Milio, Agricultural Stewardship Program Manager
Address: 80 Stone Pine Road, Ste 100, Half Moon Bay, CA 94019
Telephone: (650) 712-7765 ext. 122
Email: eliza@sanmateoRCD.org

18. Electronic Signature

Both County and RCD wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

RCD bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at RCD's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to RCD for travel, lodging, and other related expenses as defined in this section, the RCD must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses. Local travel is exempt from this requirement.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse RCD for reimbursable travel expenses for days when services were provided to the County. RCD must substantiate in writing to the County the actual services rendered and the specific dates.

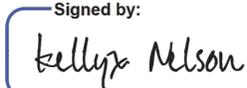
The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the RCD's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for the RCD's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For RCD: Kellyx Nelson, Executive Director, San Mateo Resource Conservation District

<p>Signed by:</p>  <p>1149CB39DE5442...</p> <hr/> <p>RCD Signature</p>	<p>1/9/2026 12:33 PM PST</p> <hr/> <p>Date</p>	<p>Kellyx Nelson</p> <hr/> <p>RCD Name (please print)</p>
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COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, the RCD shall execute the following:

The RCD will coordinate and mature the San Mateo County Compost for Climate Solutions Program (CCSP), a procurement program designed and developed in collaboration between the RCD, County, and all the jurisdictions of San Mateo County to assist the County and jurisdictions in meeting their state-mandated recovered organic waste product procurement (ROWP) requirements under Senate Bill (SB) 1383, build local compost markets, advance carbon sequestration efforts, and increase climate resiliency among local agricultural communities.

The CCSP shall secure approximately 33,806 tons of ROWPs annually, subject to materials cost, available funding, and eligible partner organization capacity. Total tons of ROWP procured each year will be determined in coordination with the County by February 28th of each year. ROWPs include compost, mulch, renewable natural gas, and other products as defined in SB 1383 (Lara, 2016), Assembly Bill 2346 (Lee, 2024), and any subsequent regulations in effect during the term of this Agreement.

The program will consist of the following aspects:

1. Definitions

- **Eligible Procurement Partners:** Any public or private entity or individual willing to procure and/or use ROWP on behalf of the CCSP, and by extension, the County. Eligible procurement partners include, but are not limited to, farms, ranches, nurseries, cities, special districts, public and private schools and universities, or private businesses.
- **Recovered Organic Waste Product (ROWP):** Products as defined in Title 14, California Code of Regulations (CCR), Section 18982(a)(60), as may be amended. ROWPs include, but are not limited to, compost, mulch, renewable natural gas, electricity generated from biomass conversion, and other products derived from recovered organic waste as described in 14 CCR §18993.1(f). ROWPs also include qualifying infrastructure investments, such as composting equipment, when eligible toward procurement targets per Public Resources Code §42999.2 and 14 CCR §18993.1(f)(4). This definition shall automatically incorporate any future amendments to these statutes, regulations, or applicable CalRecycle guidance.

2. Program Coordination

- The RCD shall convene bi-weekly meetings with the County to review program progress. Frequency of meetings may change if agreed upon by the County and the RCD.
- The RCD shall convene quarterly meetings with any subcontracted Resource Conservation Districts to review program progress.

- County and RCD shall share support and outreach providing technical assistance to jurisdictions helping them with understanding the program, obligations to CalRecycle, and project implementation.
- County and RCD shall share all communication with jurisdictions including setting meeting times that work with our collective schedules.
- The RCD shall provide quarterly progress reports that include:
 - Outreach activities conducted
 - Technical assistance conducted
 - Project annual budget balance
 - Compost or mulch procurement volume/weight (in tons) during the quarter.
 - Any other relevant information
 - Records shall be submitted quarterly in the form of a written report or via shared access to a document repository.

Deliverables

- Quarterly progress reports.

3. Outreach

- The RCD shall conduct outreach to agricultural producers or other eligible procurement partners to promote the CCSP, benefits of compost use, on-site composting, and carbon farming.
- The RCD shall distribute translated materials in Spanish and Simplified Chinese as needed.
- The RCD shall coordinate with the County to finalize any and all outreach, presentation, or communication materials for the program delivered to procurement partners or other audiences including, but not limited to, jurisdictions or professional conferences.

Deliverables

- Summaries of all outreach conducted by the RCD are included in quarterly reports.
- Copies of all translated material.

4. Technical Assistance

- The RCD shall provide eligible procurement partners with technical assistance to:
 1. Incorporate ROWPs into their operations (e.g. soil sampling, compost application rate planning, etc.)
 2. Establish on-site composting systems at their facility or site of operation.
- The RCD shall provide eligible procurement partners with information for funding opportunities for compost application.

Deliverables

- Summaries of all technical assistance provided by the RCD are included in quarterly reports.

5. ROWP Procurement

- The RCD shall identify, recruit, and coordinate ROWP procurement projects under the CCSP that are eligible to meet SB 1383 recovered organic waste procurement requirements.
- The RCD shall cover a portion of ROWP procurement project costs that results in an average ROWP cost of \$24.65 per ton, including staff time and other program costs.

RCD may establish any funding contribution structure with any ROWP application partner to accomplish the average per ton goal. The RCD will work with the County to develop a system of guidelines to determine what type of projects to prioritize, including factors such as, but not limited to, partner location, operation size, or cost per ton of ROWP procurement.

- The RCD shall track procurement credits attributed to the County, and where necessary, shall ensure that a signed agreement between the County and project owner/ROWP recipient is in place prior to the purchase of ROWP or infrastructure investment. This shall be done in order for the County to claim SB 1383 procurement credit for procured ROWP or infrastructure investment in instances where the RCD is not directly purchasing ROWP procured under this Agreement. The RCD shall develop this agreement template to meet SB 1383 direct service provider requirements.
- The RCD shall procure high-quality ROWPs or make infrastructure investments that are eligible to count towards the County's SB 1383 procurement target as described in the CA SB 1383 regulations. The RCD will make the determination of high quality compost.

Deliverables

- Procure ROWP at \$24.65 per ton of ROWP price point adjusting for inflation each calendar year.
- Summaries of all projects (completed and in progress) are included in quarterly reports.

6. Program Development & Expansion

- The RCD shall identify equipment and infrastructure needed to increase compost use among agricultural producers in San Mateo County, provide cost estimates, and, if appropriate, design an equipment-sharing program.
- With prior County approval, the RCD may attend or present at conferences, workshops, or other convenings that advance the CCSP and expand knowledge or opportunities for ROWP use. The RCD is encouraged to submit abstracts to present when feasible.

Deliverables

- Summaries of program expansion opportunities identified by the RCD included in quarterly reports
- Summaries of new knowledge or opportunities that result from attendance of conferences, workshops, or other convenings included in quarterly reports.

7. Record Keeping & Reporting

- RCD shall ensure that ROWP procurement credits under this Agreement are attributed solely to the County and are not claimed by any other entity or jurisdiction for their SB 1383 reporting.
- The RCD shall collect release-of-liability waivers from all individuals or organizations who receive ROWPs or infrastructure investments under this Agreement. The RCD shall provide signed waivers to the County upon request.

- The RCD shall calculate the net carbon sequestration attributable to this Agreement at the end of each calendar year and report results to the County. These results may be used by the County and participating jurisdictions to track progress toward carbon neutrality goals in climate action plans.
- The RCD shall provide the County with all procurement records required for SB 1383 compliance recordkeeping and reporting.

Deliverables

- Release-of-liability waivers signed with each individual or organization who receives ROWPs or infrastructure investments under this Agreement.
- Annual carbon sequestration calculations.
- SB 1383 procurement compliance records.

8. Procurement-Only Subcontractors

- The County expressly authorizes RCD to subcontract with eligible procurement partners to procure ROWPs for application on land they own or manage to meet state-mandated RWP procurement targets. Under no circumstances shall RCD obligate the County to financial obligations beyond the do not exceed amount for this Agreement through subcontracting.

Performance Measure:

Measure	FY2025-2026	FY2026-2027	FY2027-2028
Quarterly progress reports are provided to the County	100%	100%	100%
Average price per ton of RWP of \$24.65 per ton (adjusted for inflation) is maintained	100%	100%	100%
All necessary release of liability waivers are completed	100%	100%	100%
Carbon sequestration calculations are provided to the County	100%	100%	100%
All SB 1383 procurement records are provided to the County	100%	100%	100%
Tons of compost procured (or equivalent RWP)	19,607	19,607	19,607

Exhibit B

In consideration of the services provided by RCD described in Exhibit A and subject to the terms of the Agreement, County shall pay RCD on a time and materials basis. The RCD will submit invoices on a quarterly basis. Invoices shall be submitted concurrently with the report described in Task 1 of Exhibit A. Invoices must include a description of work completed for each subtask in Exhibit A. The County will pay the RCD within 30 business days of the County agreeing to the amount and content of the invoice sent by the RCD.

Pursuant to Section 3 of the Agreement, County’s total payments for services shall not exceed \$2,500,000.

Rate Schedule

Position Title/Description	Productive Salary + Fringe Benefits
Administrative Assistant	\$ 60
Administrative Officer	\$ 123
Agricultural Engineer	\$ 90
Agricultural Stewardship Program Manager and San Mateo County Agricultural Ombudsman	\$ 100
Biological Monitor	\$ 58
Conservation Associate	\$ 60
Forest Ecologist	\$ 60
Conservation Program Specialist	\$ 80
Conservation Project Manager	\$ 81
Conservation Project Manager	\$ 78
Conservation Project Manager	\$ 75
Senior Conservation Project Manager	\$ 79
Conservation Project Manager	\$ 77
Conservation Project Manager	\$ 78
Conservation Project Manager	\$ 76
Conservation Technical Advisor	\$ 76
Director of Habitat Enhancement	\$ 123
Director of Stewardship	\$ 145
Director of Water Resource Programs	\$ 141
District Forester	\$ 100
District Forester	\$ 95
Engagement Officer	\$ 100
Executive Director	\$ 169
Field Ecologist	\$ 62
Santa Cruz Mountains Stewardship Network Manager	\$ 114
Senior Conservation Technician	\$ 87

Senior Program Manager	\$	104
Special Project Assistant	\$	118
Water Quality Specialist	\$	90
Water Quality Technician	\$	77

All invoices must include:

- Company letterhead
- Current remittance address
- Agreement/Contract #
- Invoice #
- Invoice date
- Total cost
- Amount owing
- Amount previously billed
- Amount remaining on agreement
- PO# (provided by the County)

RCD shall provide supporting documents concurrently upon invoice submittal, adequate to substantiate the charges. Adequate supporting documents include, but are not limited to: deliverable documents, payroll registers, timesheets, detailed invoices, inspection certificates, activity/participant logs, applicant forms, acceptance letters, survey forms, authorized travel/expense forms, service acknowledgment forms, etc. Timesheets must include at a minimum, employee name, job title, date of hours worked, task hours are applied to, hourly rate, number of hours worked per date, total dollar value per day, per employee. The types of supporting documents required to verify information on invoices depends on the specified contracted services and, if applicable, costs to be reimbursed. The County reserves the right to withhold payment on invoices until RCD provides adequate supporting documents. The adequacy of supporting documentation is in the sole discretion of the County.

If reimbursable travel is permitted via this Agreement, RCD must comply with all provisions in Section 20.

Reimbursable Travel Expenses. Travel shall only be reimbursed when conducted for tasks specified in Exhibit A of this agreement. Mileage rates shall be paid in accordance with the IRS mileage rate. Copies of Google Maps verifying the mileage from the starting point to the ending point must be submitted with invoices as supporting documents. Local travel will be reimbursed through this Agreement.

ATTACHMENT K Mandatory Recovered Organic Waste Product Procurement

RCD hereby certifies that:

1. Any compost provided pursuant to this Agreement by the RCD:
 - a. was sourced from the list below or otherwise meets the requirements of [14 CCR Section 18993.1](#) and counts toward the County’s CA SB 1383 procurement target; and
 - b. is US Composting Council Seal of Testing Assurance (STA) certified, Organic Materials Review Institute (OMRI) certified, was produced at a community composting operation located within San Mateo County, or is determined by the RCD to be high quality.
2. Any mulch provided by RCD pursuant to this agreement was sourced from the list below or otherwise meets the requirements of [14 CCR Section 18993.1](#) and counts toward the County’s CA SB 1383 procurement target.
3. Any renewable natural gas made from recovered organic waste provided by RCD pursuant to this Agreement was sourced from the list below or otherwise meets the requirements of [14 CCR Section 18993.1](#) and counts toward the County’s CA SB 1383 procurement target.

A list of eligible compost, mulch, renewable natural gas products meeting the specifications of this Agreement can be found here: <https://www.smcsustainability.org/find-compost-mulch-rng-products>

RCD shall provide County with documentation of all compost, mulch, and renewable natural gas product procurement and use completed pursuant to this Agreement quarterly using the Compost, Mulch, and Renewable Natural Gas Procurement Reporting Form found here: [Compost Mulch and Renewable Natural Gas Procurement Reporting Form](#)

County reserves the right to make changes to the reporting form and to request additional information. More information on the County’s compost, mulch, and renewable natural gas procurement policy can be found here: <https://www.smcsustainability.org/sb1383procurementcompliance>

I certify that the above information is correct to the best of my knowledge and agree to provide the documentation as required above.

Signature:	<div style="border: 1px solid black; padding: 5px;"> <p style="font-size: small; margin: 0;">Signed by:</p>  <p style="font-size: x-small; margin: 0;">1149CBB39DC5442...</p> </div>
Name:	<div style="border: 1px solid black; padding: 5px;"> <p>Kellyx Nelson</p> </div>
Date:	<div style="border: 1px solid black; padding: 5px;"> <p>1/9/2026 12:33 PM PST</p> </div>