

## Cone Survey Access Agreement

CAL FIRE	State of California Department of Forestry and Fire Protection 5800 Chiles Road, Davis, CA 95618 denia.troxell@fire.ca.gov	
Landowner	Name: Address: Email: Phone number:	
Land	Address of site: Or parcel number: Or coordinates of location: Or Legal description attached as <b>Exhibit "A"</b> Acres:	
Purpose	Facilitate CAL FIRE reforestation services seed collection program.	
Effective Date	June 1, 2024	
Termination Date	At landowner's discretion	
Signatures	State of California Department of Forestry and Fire Protection  By: <u>Denia Troxell</u> Name: <u>Denia Troxell</u> Title: <u>Seed Bank Manager</u>	Landowner  By: _____ Name: _____ Title: _____ Date signed: _____

This Cone Survey Access Agreement ("**Agreement**") is entered into as of the Effective Date between CAL FIRE and Landowner. CAL FIRE and Landowner may be referred to individually as a "**Party**" or collectively as the "**Parties**".

1. Term and Termination. The term of this Agreement starts on the Effective Date and ends on the Termination Date ("**Term**"). This Agreement may be terminated by a Party upon 30 days written notice to the other Party.
  
2. Use of Contractors. CAL FIRE contracts with professional, privately insured, individuals ("**Contractors**") to provide CAL FIRE additional resources and experience. These entities may work on the Landowner property as an agent of CAL FIRE and their presence will be communicated to the Landowner ahead of time.
  
3. Grant of Access. Landowner grants CAL FIRE and its Contractors (collectively "**CAL FIRE Parties**") permission to access the Land for seed collection as a part of the CAL FIRE reforestation services program during the Term. This program is limited to seed tree surveys and collection which includes the CAL FIRE Parties surveying the Land, flagging, and climbing trees, as well as harvesting cones and seeds from the trees as further described below.
  - 3.1. Survey. CAL FIRE Parties will conduct an initial site survey on the Land as a preliminary verification to

determine if the Land has the potential to be a source for viable seed crop collection.

3.2. Monitoring. If potential crops are identified during the initial survey, follow-up visits by CAL FIRE Parties will be needed to verify if the crop is viable and monitor with additional visits until ripe.

3.3. Collection. Upon crop ripening, CAL FIRE Parties will access the Land to climb trees and collect cones and seeds for processing at CAL FIRE's facilities.

3.4. Nonviable Seed. If at any time during a season the CAL FIRE Parties determine the crop is nonviable, CAL FIRE will notify Landowner that CAL FIRE Parties will not be returning to the Land for that season.

4. Seed Banking Benefit. If the landowner desires, CAL FIRE will reserve 10.00% the clean seed collected from the Land for the Landowner during the term. Any seed remaining after the termination of the Agreement will become the property of CAL FIRE unless other arrangements are made in writing by either party.

5. Indemnification. CAL FIRE will defend and indemnify Landowner pursuant to Government Code 14662.5 as follows:

5.1. Defense. CAL FIRE will defend Landowner against any claim, demand, government investigation, or legal proceeding made or brought by a third party made against Landowner to the extent arising out of or relating to the negligence or willful misconduct of CAL FIRE Parties.

5.2. Indemnification. CAL FIRE will indemnify Landowner against all amounts awarded to the third party making a claim, demand, government investigation, or legal proceeding against Landowner, and all penalties, fines, and third-party costs (including legal fees) paid by the Landowner arising out of or relating to any claim, demand, government investigation, or legal proceeding made or brought by a third party described in this section.

6. Amendment. No amendment or variation of this Agreement will be valid unless made in writing and signed by the Parties.

7. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

8. Notice. Any notice required to be provided in this Agreement must be given in writing and sent (a) by first-class certified United States mail, postage prepaid, return receipt requested or (b) by email to the addresses listed at the start of this Agreement. Notice is deemed received on the earliest of (i) 3 business days after being sent by physical mail; or (ii) when sent by email unless the message is rejected as undeliverable.