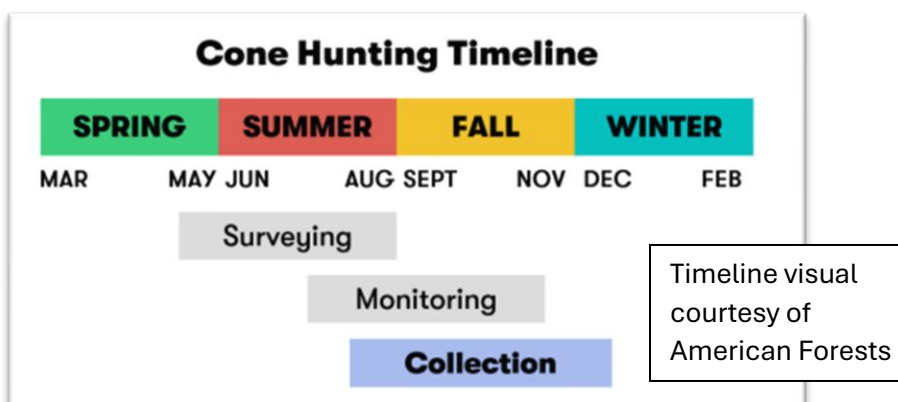


Timeline, Reforestation Because of You (RBY), and Cone Procurement Program



In June and July, available CAL FIRE staff and CAL FIRE Cooperators survey in the field. Surveying may extend into August if arranged and communicated with the Seed Bank Manager, if regionally appropriate, such as delayed cone visibility/ ripening along the coast due to maritime influence.

Surveys are due at the end of July to allow for some monitoring prior to scheduling collections with contract climbers. Monitoring includes obtaining sample cones from the trees to perform cone cut tests in the field, or in the Seed Lab in Davis if cones are mailed overnight in paper bags to prevent sweating. The Seed Bank Manager is responsible for pre-scheduling climbers based on information obtained from monitoring. Optimal collection time is determined based on monitoring results.

Collections for any given stand are time-sensitive as there is only a 1-2 week window when the crop is harvestable. Lower elevations tend to ripen earlier, as do south-facing slopes. If cones are collected too soon before the cone changes color and scales start flexing, the cones risk case-hardening when processed in the kiln at LAMRC. If cones are monitored too late, or after a heat wave, the cones may have already released their seeds.

Of the 33 million acres of forested land in California, only 3% belongs to the state of California. That 3% includes state agencies other than CAL FIRE. Less than 1% of all forested land in California is under stewardship by CAL FIRE through the Demonstration State Forests (DSFs). Yet the DSFs do not represent all 87 seed zones where native conifer trees might be found. This means that when individual landowners need seed from CAL FIRE, there is a probability that seed does not exist in the Seed Bank. For CAL FIRE to be able to serve all landowners' reforestation needs in the State Responsibility Area, we must collect on private land.

A. The "Reforestation Because of You (RBY)" Program



[RBY interest form](#)

RBY is a program that started in 2023 with a small group of 40 landowners. In 2024, many of the pilot year landowners who had promising trees were revisited, and more landowners signed up. Over 100 landowners had a cone survey conducted on their land by RSP staff. Several dozen with promising trees had monitoring visits, and subsequently a couple dozen had cones collected on their land. A total of ~1600 bushels from RBY participants were collected for processing at the Reforestation Center in Davis, comprising almost a third of all intake bushels for the 2024 cone season.

Participating landowners directly benefit as they reserve the right to keep a portion of the clean seed for their future reforestation needs with a limited-term free storage period, as described in the agreement (see the attachment with file name “RBY Cone Survey Access Agreement,” “5 A b”)

In 2025, the RBY program is expanding. CAL FIRE Cooperators can help expand the RBY footprint further by sharing the RBY flyer (“Attachment 5 A a”) and interest survey (a different Survey123) link for new landowners: <https://tinyurl.com/RBY-Survey123> First-time participants will be prioritized in 2025.

Landowners who qualify for the program will be sent a Cone Survey Access Agreement (CSAA) (“5 A b”). The CSAA includes cone survey access, monitoring access, and protection to the landowner regarding collections that occur on their land. The agreement is between RSP and the landowner. RSP staff will never be present on private property without explicit landowner consent to a specified date/ time.

B. The “Cones as Goods” Procurement Pathway

This is a new program that will be piloted in 2025. The purpose of this program is to allow self-sufficient independent climbers to sell cones to LAMRC readily as Vendors, with administrative oversight from the department. Climbers participating in the program would be responsible for conducting their own surveys, their own monitoring, and obtaining landowner permission through a CAL FIRE-approved document.

<p>Review guidelines and best management practices.</p> <ul style="list-style-type: none"> Be sure you understand the program and process. <p>Register as a vendor with the State of California</p> <ul style="list-style-type: none"> Register with FI\$CAL to become a vendor. Fill out form STD 204 and submit to reforestation@fire.ca.gov <p>Register for a Seller's Permit to report sales tax</p> <ul style="list-style-type: none"> Register with the CA Dept of Tax and Fee Administration 	<p>Prepare for cone surveys.</p> <ul style="list-style-type: none"> Use the State Seed Bank's Assessment of Need (AON) web tool to identify priority areas for the state. Use the Vendor Cone Crop Access Agreement to secure permission for land access and cone collection. Evaluate cone crops and submit a Work Order Proposal describing the scope and scale of your collections and your per bushel rates. 	<p>Conduct cone monitoring, sampling, and collection.</p> <ul style="list-style-type: none"> Submit cone survey results via the Cone Observation Survey (Survey123) Conduct cone monitoring for approved crops as needed to properly evaluate cone ripeness. Collect a cone sample and send it to the LA Moran Reforestation Center within 2 weeks of cone collection. Collect bulk cones and deliver them to the LA Moran Reforestation Center. 	<p>Deliver cones and get paid!</p> <ul style="list-style-type: none"> Upon delivery and approval of cone crops at LA Moran, the vendor will be issued a Work Order Receipt indicating the final bushel volumes. The Vendor will submit the Work Order Receipt alongside an invoice to the RSP's analyst. There is a \$9,999 cap per seed lot.
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The Landowner-Climber agreement (Attachment 5B) drafted by CAL FIRE for cone vendors/climbers to use is similar to the RBY CSAA (Attachment 5Ab) in that the Landowner still retains the right to the 10% seed benefit, such that CAL FIRE's RBY program is not in competition with independent cone climbers for access to private land. The agreement also has a built-in CAL FIRE right to inspect cone collection site.

Unit Staff help may be requested to verify a cone collection site prior to, during, or after a collection has taken place. This will be solicited, and landowner approval requested, on a case-by-case basis. Without landowner approval, the collection may be denied, or the seed-banking benefit forfeited.

Both the RBY CSAA (Attachment 5Ab) and the Vendor Cone Crop Verification Access Agreement (Attachment 5B) serve in lieu of the more common CAL FIRE-landowner agreement (CAL FIRE 719) used in fuel reduction work.

We aim to expand the “Cones as Goods” or Vendor Cone Procurement Program in 2026, after the pilot year.

Land Access and Cone Crop Verification Agreement

CAL FIRE	State of California Department of Forestry and Fire Protection 5800 Chiles Road, Davis, CA 95618 erika.teach@fire.ca.gov	
Vendor	Name: Address: Email: Phone number: Work Order Number:	
Landowner	Name: Address: Email: Phone number:	
Land (filled by Landowner)	Address of site: Parcel number: Coordinates of location (decimal degrees): Acres:	
Purpose	Cone collection site inspection for the CAL FIRE Reforestation Services Program.	
Effective Date		
Termination Date	Set by mutual agreement between Vendor and Landowner:	
Signatures	State of California Department of Forestry and Fire Protection By: _____ Name: _____ Title: _____	Landowner By: _____ Name: _____ Title: _____

This Cone Verification 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. Vendor Access Verification. Landowner acknowledges that they have voluntarily provided the Conifer Cone Vendor "**Vendor**" access to the Land for the purpose of conifer cone surveying, monitoring, and collection during the Term in furtherance of their cone collection objectives. This access is limited to site and tree surveys to verify cone crop and target stand conditions and should be constrained to areas approved by the Landowner

2.1. Survey. The Vendor 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.

2.2. Monitoring. If potential crops are identified during the initial survey, follow-up visits by the Vendor will be needed to verify if the crop is viable with additional visits until ripe.

2.3. Collection. Upon crop ripening, the Vendor will access the Land to climb trees and collect cones and seeds.

2.4. Nonviable Seed. If at any time during a cone season the Vendor determine the cone crop is nonviable, the Vendor will notify the Landowner that they will not be returning to the Land for that season.

3. CAL FIRE Grant of Access. Landowner grants CAL FIRE permission to access the Land for cone crop verification during the Term in furtherance of the quality control and cone collection objectives of CAL FIRE's Reforestation Services Program. This access is limited to site and tree surveys to verify cone crops and target stand conditions as reported by the Vendor.

4. Seed Banking Benefit. If seed collected during the Term is sold to CAL FIRE under a current and approved Cone Verification Access Agreement, CAL FIRE will reserve the lesser of five pounds or 10.00% of the clean seed per seed lot (unique species, seed zone, and elevation) collected from the Land for the Landowner in cold storage at no charge for up to three years from the December following the intake germination test (the "**Free Storage Period**").

Any seed remaining at the end of the Free Storage Period for a particular collection will become the property of CAL FIRE unless other arrangements are made in writing by either Party. If the Landowner violates any term of this agreement, they forfeit their Seed Banking Benefit. Landowner waives any and all claims against State of California, CAL FIRE, and their employees and agents, who, through any type of negligence, recklessness, intentional conduct, or equipment failure might otherwise be liable for damages for the loss or degradation of any seeds stored by CAL FIRE on behalf of Landowner.

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.

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 the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
8. Governing Law and Venue. This Agreement is governed by and construed in accordance with the laws of the State of California. All disputes, claims and controversies, whether based on past, present or future events, arising out of or relating to statutory or common law claims, the breach, termination, enforcement, interpretation or validity of any provision of this Agreement will be resolved in litigation before the Superior Court of California, County of Sacramento.
9. 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) three business days after being sent by physical mail; or (ii) when sent by email unless the message is rejected as undeliverable.