Memorandum of Agreement Establishing the (Prescribed Burn Association Name)
and Governing the Relationships of Its Members

Recitals

 (Name here), a non-profit public benefit corporation, (Name here), a public educational institution (“Initial Members”), both have missions or purposes that include promoting resilient ecosystems, promoting ecologically sound land stewardship practices, and reducing the risk of catastrophic wildfire.

 To promote these missions and purposes, the Initial Members wish to establish an informal partnership to promote prescribed burning in (Name of County or region), California called the (PBA Name).

 This Memorandum of Agreement (“MOA”) is intended to establish (PBA Name), provide a process for engaging new members, and govern the relationship of all members.

Agreement

Now, therefore, the Initial Members and the undersigned New Members hereby agree as follows:

1. Purpose. The (PBA Name) is a (Name of) County-based partnership for organizations, landowners, and individuals interested in using prescribed burning, grazing, home hardening, and other vegetation management strategies to restore ecologically resilient and firesafe communities.
2. Membership. The (PBA Name) is established with the Initial Members. New Members may join by signing the MOA. The (PBA Name) is a partnership among existing organizations and individuals only; it is not a separate organization or a subsidiary of any of its Members.
3. Activities. The (PBA Name) is established to promote and coordinate activities to encourage the use of vegetation management strategies, including prescribed burning, targeted grazing, and home hardening, as well as other activities listed below. Individual Members will undertake each activity; the (PBA Name) exists only to promote and coordinate such activities between its Members. Both Initial Members and New Members can undertake and/or participate in any of these activities.
	1. Promote safe and effective prescribed burns. The (PBA Name) will coordinate among its Members to facilitate training, technical assistance, provision of personnel and equipment, and community outreach and education concerning the use of prescribed burns.
	2. Promote community-based vegetation treatments. The (PBA Name) will promote and coordinate among its Members to facilitate training, technical assistance, provision of personnel and equipment, and community outreach and education concerning the use of fuel breaks, vegetation thinning, home hardening, and other vegetation treatments.
	3. Promote “targeted” grazing. The (PBA Name) will promote and coordinate among its Members to facilitate training, technical assistance, and community outreach and education concerning the use of targeted grazing for fuel reduction and creation of healthy rangelands.
4. Steering Committee. The (PBA Name) will be managed by a steering committee. Any member of the (PBA Name) is permitted to designate one individual to serve on the steering committee, with approval by the committee, but is not required to do so. The steering committee will strive to make any decisions by consensus and will employ procedures to promote transparency, efficiency, and fairness in its decision making. Where consensus cannot be met, decisions can be made by affirmative vote of two-thirds of steering committee members then present, provided a quorum of at least half of all steering committee members is met. Decisions can also be reached via email, conference call, or other electronic means as necessary, provided that all members are provided an opportunity to weigh-in and two-thirds of steering committee members provide affirmative consent. The steering committee will meet at least twice a year. The steering committee shall review the MOA annually and propose any recommended changes for consideration by the members prior to renewal.
5. Term. The term of this MOA is one year from the date of signing by both Initial Members. At the end of the first one-year term or any term thereafter, any Members may agree to extend the MOA for another year term by signing an addendum to this MOA. The rights and obligations of any Members that decline to participate in the Good Fire Alliance for a subsequent term are terminated as of the anniversary date, except for such rights and obligations pursuant to Section 9, which survives termination or expiration of this MOA. The Good Fire Alliance shall be terminated upon the decision of the steering committee or upon expiration of a term in which no Members agree to extend the MOA.
6. Prescribed and/or Training Burns. The (PBA Name) shall promote and coordinate prescribed and/or training burns by its Members in accordance with the following terms:
	1. Responsibility for any burn shall rest with the landowner(s), each of whom shall be a Member of the (PBA Name) , though landowners may elect to further assign responsibility to a burn boss or third-party. The (PBA Name) functions only to connect landowners with technical assistance, personnel, and equipment provided by other Members.
	2. The steering committee shall choose a burn for support and/or coordination by the (PBA Name) only if the following criteria are satisfactorily met by the steering committee
		1. The landowner has determined whether to hire a qualified burn boss. This determination shall be made in the sole and absolute discretion of the landowner.
		2. The landowner or burn boss holds a draft written burn plan. It shall be within the landowner or burn boss’s sole and absolute discretion to determine format and content of the written burn plan. Any go/no go checklist must demonstrate that the other requirements of this Section 6.2 are met.
		3. The landowner and burn boss, if applicable, agree to follow all applicable local, state, federal, and tribal laws.
		4. The landowner has adequate insurance for burn activities, including accidents or injuries resulting from smoke, either personally or through a burn boss. The insurance policy shall contain, or be endorsed to contain, the following provisions: (a) any Member and its officers, employees, and volunteers participating in the burn shall be covered as additional insureds; (b) the landowner or burn boss’s policy shall be the primary insurance coverage; and (c) waivers of any right to subrogation from the policies of any participating Member or its officers, employees, and volunteers. The steering committee may provide further guidelines on required insurance.
		5. The landowner or burn boss has obtained all applicable permits, licenses, and authorizations, including but not limited to any necessary governmental burn permits or air quality permits.
		6. The landowner or burn boss will ensure that all participants agree to follow the written burn plan and all directions of the landowner and burn boss and to act in a safe and responsible manner.
		7. The landowner or burn boss will ensure that all equipment to be used to conduct the burn is appropriate for the type of burn and the conditions, and that all equipment is in good working order.
		8. The landowner or burn boss will ensure that all participants are adequately trained and experienced, are physically fit to perform the work, and have appropriate protective equipment. It shall be within the landowner or burn boss’s sole and absolute discretion to determine the level of training, experience, fitness and protective equipment necessary for any burn. Non-participating observers may attend the burn without the required training, provided that the landowner or burn boss ensures they do not participate in burn activities.
		9. The landowner will sign the Assumption and Release of Liability Agreement for (PBA Name) Activities, or another appropriate agreement as determined by the steering committee and will ensure that all participants in the burn sign the same, including any non-participating observers.
	3. If more landowners meet the criteria in Section 6.2 than the (PBA Name) has capacity to promote or coordinate, the steering committee may prioritize landowners for promotion and coordination support based on previous participation by the landowner in (PBA Name) activities, the timing of the proposed burn, the potential benefit of the burn to the landscape, quality of burn preparation or other reasonable factors determined by the steering committee.
7. Work Parties. The (PBA Name) shall promote and coordinate work parties, including the creation of fuel breaks, vegetation thinning, home hardening, and other vegetation treatments by its Members in accordance with the following terms:
	1. Responsibility for any work party shall rest with the landowner(s), each of whom shall be a Member of the (PBA Name) . The (PBA Name) functions only to connect landowners with technical assistance, personnel, and equipment provided by other Members.
	2. The steering committee shall choose a work party for promotion and/or coordination by the (PBA Name) only if the following criteria are met:
		1. The landowner agrees to follow all applicable local, state, federal and tribal laws.
		2. The landowner has adequate insurance for the proposed activity. The steering committee may provide further guidelines on required insurance.
		3. The landowner has obtained all applicable permits, licenses, and authorizations.
		4. The landowner will ensure that all participants are adequately trained and experienced, are physically fit to perform the work, and have appropriate protective equipment.
		5. The landowner will ensure that all participants agree to act in a safe and responsible manner.
		6. The landowner will sign the Assumption and Release of Liability Agreement for (PBA Name) Activities, or another appropriate agreement as determined by the steering committee and will ensure that all participants in the work party sign the same.
	3. If more landowners meet the criteria in Section 7.2 than the (PBA Name) has capacity to promote or coordinate, the steering committee may prioritize landowners for promotion and coordination support based on previous participation by the landowner in (PBA Name) activities, the timing of the proposed work party, the potential benefit of the work party to the landscape, or other reasonable factors determined by the steering committee.
8. Equipment Sharing. The (PBA Name) shall promote and coordinate equipment sharing by its Members in accordance with the following terms:
	1. The equipment borrower shall be responsible for determining if the equipment is in good working order and if it is appropriate for the activity. Consequently, the equipment borrower agrees to release and waive any claims against the equipment lender and to indemnify the equipment lender for any third-party claims arising out of the equipment borrower’s use of the equipment in accordance with Sections 9.1 to 9.3.
	2. The (PBA Name) functions only to connect landowners with other Members who may be willing to lend equipment; it does not own or provide any equipment itself.
9. Liability.
	1. On behalf of itself, and its officers, directors, members, employees, volunteers, agents, representatives, heirs, and assigns, each Member agrees that it shall be responsible for its own acts and omissions undertaken as part of the (PBA Name), and the results thereof, and that it shall not be responsible for the acts or omissions, nor the results thereof, of any other Member. Each Member, therefore, agrees to assume the risk and liability to itself for any and all claims, losses, costs, damages, expenses (including attorneys’ fees), personal injuries, or deaths resulting in any manner from the Member’s acts or omissions and/or the acts or omissions of its officers, directors, members, employees, volunteers, agents, and representatives during or related to activities promoted or coordinated by the (PBA Name) .
	2. On behalf of itself, and its officers, directors, members, employees, volunteers, agents, representatives, heirs, and assigns, each Member further releases and waives all claims and liabilities against every other Member and the (PBA Name), and their officers, directors, members, employees, volunteers, agents, representatives, heirs, and assigns, for any and all losses, costs, damages, expenses (including attorneys’ fees), personal injuries, or deaths during or related to activities promoted or coordinated by the (PBA Name), except to the extent caused by the gross negligence or willful misconduct of the other Member.
	3. Each Member agrees to indemnify and hold every other Member and the (PBA Name), and their officers, directors, members, employees, volunteers, agents, representatives, heirs, and assigns harmless for any and all claims or liabilities for any and all losses, costs, damages, expenses (including attorneys’ fees), personal injuries, or deaths made against the other Member or the (PBA Name) arising out of any act or omission of the Indemnifying Member or its officers, directors, members, employees, volunteers, agents, or representatives during or related to activities promoted or coordinated by the (PBA Name).
	4. Notwithstanding Sections 9.1 to 9.3, the owner of the property on which a prescribed and/or training burn promoted or coordinated by the (PBA Name) originates (“Property Owner”) agrees to accept all liability for any and all claims, losses, costs, damages, expenses (including attorneys’ fees), personal injuries, or deaths to non-participants arising from such prescribed and/or training burns, except to the extent caused by the gross negligence or willful misconduct of the other Member.
		1. Each Property Owner therefore agrees to indemnify and hold every other Member and the (PBA Name) harmless for any and all claims or liabilities for any and all losses, costs, damages, expenses (including attorneys’ fees), personal injuries, or deaths made against the other Member or the (PBA Name) during or related to the Property Owner’s prescribed and/or training burns, except to the extent caused by the gross negligence or willful misconduct of the other Member.
		2. The Property Owner may further assign liability to a burn boss engaged for the prescribed and/or training burn. It shall be the obligation of the Property owner to ensure the agreement with the burn boss addresses liability as intended.
		3. This Section 9.4 shall only apply to claims against the Member or the (PBA Name) made by non-participants. Each participating Member shall release and waive all claims against the Property Owner relating to that Property Owner’s prescribed and/or training burns according to Sections 9.1 and 9.2.
	5. The (PBA Name) assumes no liability for the conduct of its Members.
	6. Each Member shall carry appropriate workers compensation coverage for any of its employees participating in (PBA Name) activities.
	7. This Section 9 shall survive expiration or termination of the MOA.
10. Intellectual Property and Trademarks.
	1. Unless otherwise agreed to by the Members, the copyright and other intellectual property rights in any documents, reports, studies, and maps developed by one Member for use by the (PBA Name) will belong to the Member that produces the product. Each Member agrees that they will not infringe on the intellectual property rights of others in the performance of this MOA.
	2. To the extent the names and logos of any Member are trademarked, they may not be used for any external purpose without the prior express written permission of their owners.
11. General Provisions.
	1. Amendments. This MOA may not be amended, modified, or otherwise changed except by a written instrument duly signed by authorized representatives of all Members then party to the MOA.
	2. Applicable Law. This MOA shall be governed by, construed, and enforced in accordance with the laws of the State of California.
	3. Authorized Representatives. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.
	4. Compliance with Laws. Members shall comply with all laws applicable to any activities promoted or coordinated by the (PBA Name).
	5. Counterparts. The Members agree this MOA may be executed in counterparts, facsimile, or email. Pdf image signatures have the same force and effect as original signatures.
	6. Dispute Resolution. The Members shall make a good faith effort to meet and to settle any dispute or claim arising under this MOA prior to pursuing litigation. If any litigation is commenced between parties to this MOA concerning any provision hereof or the rights and duties of any person in relation thereto, each party shall bear its own attorneys’ fees and costs.
	7. Entire Agreement. This MOA constitutes the sole and entire agreement between the Members, and supersedes all prior agreements, negotiations, and discussions between the Members with respect to the subject matters covered hereby. The Members each acknowledge that by entering this MOA, they are not relying on any representation, promise, or warranty other than the terms and provisions set forth in this MOA.
	8. Joint Venture. Unless otherwise expressly provided by law, personnel or volunteers of one Member shall not be considered to be agents or employees of another Member for any purpose, and no joint venture or principal-agent relationships shall be deemed to exist.
	9. Severability. If any paragraph, section, sentence, clause, or phrase in this MOA shall become illegal, null, or void for any reason, or shall be held by a court of competent jurisdiction to be illegal null, void, or against public policy, the remaining paragraphs, sections, sentences, clauses, or phrases herein shall not be affected thereby and the balance of the MOA shall remain fully enforceable.
	10. Successors and Assigns. This MOA shall be binding on and inure to the benefits of the Members and to their respective successors and assigns and include any successor or assign of any Member under this MOA.

IN WITNESS WHEREOF, the Members have executed this MOA effective as of the latest signature date for the Initial Members.

**(Name of initial member)**

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**(Name of initial member)**

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New Member

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New Member

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New Member

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New Member

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