

TEMPLATE

AGREEMENT FOR COORDINATION ON CULTURAL BURNING

The **NAME OF TRIBE** ("Tribe"), a federally recognized Indian tribe, and the California Natural Resources Agency ("CNRA"), an agency of the State of California, hereby enter into this Agreement for Coordination on Cultural Burning ("Agreement") as of the date of the latest signature below. The Tribe and CNRA are sometimes referred to individually as a "Party" and collectively as "Parties" herein.

RECITALS

A. WHEREAS, the State of California and the Tribe are sovereign entities that desire to continue and advance their government-to-government relationship.

B. WHEREAS, the people of the **NAME OF TRIBE** have resided **DESCRIPTION OF ANCESTRAL TERRITORY**.

C. WHEREAS, the Constitution of the Tribe recognizes the Tribe's jurisdiction **DESCRIPTION OF TRIBE'S JURISDICTION**.

D. WHEREAS, the **NAME OF TRIBE** exercise the sovereign right of self-governance **DESCRIPTION OF TRIBE'S SELF-GOVERNANCE AND MEMBERSHIP**.

E. ~~WHEREAS~~, **NAME OF TRIBE** people have used cultural burning since time immemorial for a variety of purposes and have continued to pass down this Indigenous knowledge, practice, and belief system to later generations.

F. WHEREAS, the **NAME OF TRIBE** Tribe's Department of **NAME** has an **NAME Program**, which **NAME**.

G. WHEREAS, CNRA's mission is to restore, protect, and manage the state's natural, historical, and cultural resources for current and future generations using creative approaches and solutions based on science, collaboration, and respect for all the communities and interest involved.

H. WHEREAS, CNRA acknowledges that federally recognized California Native American tribes have inherent sovereignty and authority to govern their members and cultural practices, including, but not limited to, cultural fire practitioners and cultural burning knowledge, practice, and belief systems.

I. WHEREAS, CNRA finds and declares that in order to meet fuel management and wildfire resilience goals of the state and to address the historical wrongs of criminalizing cultural use of fire, CNRA must work collaboratively with federally recognized California Native American tribes that engage in cultural burning within their ancestral territories.

Commented [A1]: This paragraph can be used to describe the Tribe's jurisdiction over lands, members, cultural practices, etc..

Commented [A2]: This optional paragraph can be used to describe the Tribe's self-governance, laws, or any other relevant information to help inform the cultural burn agreement.

Commented [A3]: This paragraph can be modified to fit how the Tribe would like to describe its connection to cultural burning.

Commented [A4]: This paragraph can be used to describe which department is managing this agreement and cultural fire for the Tribe.

Commented [A5]: This section can be used to describe the Tribe's cultural fire program.

J. WHEREAS, CAL FIRE is a Department of CNRA dedicated to fire prevention, fire protection, and stewardship of over 31 million acres of California's wildlands, but not inclusive of tribal, federal, and local jurisdictions.

K. WHEREAS, California Public Resources Code Section 4505, Senate Bill 310 (Dodd 2024), authorized CNRA to enter into agreements with federally recognized California Native American tribes in support of tribal sovereignty with respect to cultural burning in their ancestral territories. This Agreement is intended to carry out Senate Bill 310 (Dodd 2024).

L. WHEREAS, this Agreement is intended to **DESCRIPTION OF INTENT OF THE AGREEMENT.**

Commented [A6]: This section is a place holder for any other shared goals or intent of the agreement.

M. WHEREAS, **NAME OF TRIBE**, and CNRA acknowledge that cultural burning within the ancestral territory of the **NAME OF TRIBE** results in benefits to both Parties, including the promotion of **NAME OF TRIBE** knowledge, practice, and belief systems; increased availability and resilience of native plant and animal species, including culturally significant food, fiber and medicine; improved ecosystem health; community protection; and increased wildfire resilience.

Commented [A7]: This section can be modified to reflect the benefits and goals of the Tribe in advancing cultural fire.

NOW THEREFORE, the Tribe and CNRA agree that:

AGREEMENT

1. **Definitions.** The following definitions found in California Civil Code 3333.8 apply to this Agreement:

a. "Cultural burn" or "cultural burning" means the intentional application of fire to land by a California Native American tribe, a tribal organization, or a cultural fire practitioner to achieve cultural goals or objectives, including for sustenance, ceremonial activities, biodiversity, or other benefits.

b. "Cultural fire practitioner" means a person recognized by a California Native American tribe or tribal organization with substantial experience in burning to meet cultural goals or objectives, including for sustenance, ceremonial activities, biodiversity, or other benefits.

2. **Geographic Scope.** This Agreement applies to the area depicted in Exhibit A. The geographic boundary has been provided to CNRA in digital form, and shall be referred to as the "**NAME OF TRIBE** CNRA SB 310 Cultural Burning Agreement Area." The **NAME OF TRIBE** attests that the area depicted in Exhibit A is fully within the broader boundaries of the Tribe's ancestral territory.

3. **Cultural Burning.** The Tribe will designate cultural fire practitioners through **DESCRIPTION OF TRIBE'S PROCESS TO DESIGNATE CULTURAL FIRE PRACTITIONERS.** The Tribe agrees to inform all cultural fire practitioners that it is the responsibility of the cultural fire practitioner to maintain control of fire and that they are not to rely on

Commented [A8]: Some options include:
Contracts
Agreements
Resolutions
Ordinances
Other tribal law
Other legal binding instruments

response resources that have not agreed in advance to provide support. The terms of the Agreement apply to the following practices, when undertaken by cultural fire practitioner designated by the **NAME OF TRIBE**:

a. **PRACTICE 1**

b. **PRACTICE 2**

c. **PRACTICE 3**

4. **Effect of Agreement with Respect to State Law.**

a. Any cultural fire practitioner designated by the **NAME OF TRIBE** who is engaged in a cultural burning practice described in Paragraph 3 within the geographic area depicted in Exhibit A, and any other person or entity involved in the cultural burning practice under the direction of the cultural fire practitioner, is not required to comply with either of the following provisions of state law:

- i. The state permitting or regulatory requirements in Article 3 (commencing with Section 4491) of the Public Resources Code. This provision means that the cultural fire practitioner designated by the **NAME OF TRIBE** does not need permission from CAL FIRE to engage in cultural burning.
- ii. When seeking to enroll in the Prescribed Fire Claims Fund Pilot, the burn plan requirements in Public Resources Code Section 4500(e). Pursuant to Public Resources Code 4505(b)(1)(B), this provision means that a cultural fire practitioner designated by the **NAME OF TRIBE** pursuant to section 3 of this Agreement may enroll in the Prescribed Fire Claims Fund Pilot without submitting a burn plan for approval by CAL FIRE. The Parties expressly agree that cultural fire practitioners employed by the **NAME OF TRIBE** may enroll in the Prescribed Fire Claims Fund Pilot.

b. A cultural burn conducted pursuant to this Agreement shall be considered “authorized pursuant to Chapter 6 (commencing with Section 4411) or Chapter 7 (commencing with Section 4461) of Part 2 of Division 4 of the Public Resources Code” for purpose of compliance with Section 3333.8 of the California Civil Code. This provision means that the cultural burn practitioner shall not be liable for any fire suppression or other costs otherwise recoverable pursuant to Section 13009 or 13009.1 of the California Health and Safety Code so long as the other requirements in Section 3333.8 of the California Civil Code are met.

5. **Notification.** For cultural burns conducted pursuant to this Agreement, the **NAME OF TRIBE** agrees to the following notification procedures:

Commented [A9]: Some options include:
The use of fire for ceremonial purposes.
The use of fire to enhance traditional food, fiber, or medicinal resources.
The use of fire to establish or maintain wildfire resilience or ecocultural conditions.

Commented [A10]: Tribes could include both or either of the below subsections.

a. The **NAME OF TRIBE** shall provide **DESCRIPTION OF NOTIFICATION PROCESS**.

Commented [A11]: This section can provide the agreed upon notification and communication process between the Tribe and the dispatch center of the relevant direct fire protection agency.

b. The **NAME OF TRIBE** shall provide summaries of cultural burning activities that occurred pursuant to this Agreement to CNRA on **DATE** of every year, based on metrics tracked by the Tribe.

c. In the unlikely event of an escaped burn, the Tribe agrees to notify the appropriate entity for wildfire suppression in that specific jurisdiction.

d. Exhibit B includes the contact information for the notifications in Paragraph 5 of this Agreement. This contact information will be updated in writing as needed.

6. **Documentation.** The **NAME OF TRIBE** shall maintain records of designated cultural fire practitioners and notices provided pursuant to Paragraph 3, which it shall make available to cultural fire practitioners to have available when conducting a burn and to provide to CNRA and its departments, commissions, boards, conservancies, and other entities when necessary to show compliance with the laws referenced in Paragraph 4. A cultural fire practitioner's failure to have the documentation immediately available shall not be a basis for citation or other repercussions. The Tribe will share an example of a record with CNRA, CAL FIRE, and with the local fire agency using the contact information included in Exhibit B. The example of a record can be updated as needed.

7. **Annual Meeting.** The **NAME OF TRIBE**, CNRA, and as needed any of its relevant departments, commissions, boards, conservancies, or other entities shall meet annually to discuss implementation of this Agreement. Topics for discussion may include the effectiveness and cost of notification provisions, new ignition detection technologies or systems, and potential co-management of fire response and management activities.

8. **Further Collaborative Work.** CNRA and its departments, commissions, boards, conservancies, and other entities are highly encouraged to collaboratively work together with the **NAME OF TRIBE** and its partners to create conditions that support cultural burning.

9. **Sovereign Immunity.** Neither this Agreement nor any provision contained within this Agreement shall be construed as an abrogation or waiver of the sovereign immunity of the **NAME OF TRIBE**, its employees, or other agents operating under the jurisdiction of the **NAME OF TRIBE**.

10. **Contacts.** The contacts for the effective implementation of this Agreement shall be the individuals listed below. A Party may update its contacts by notifying the other Party in writing.

CNRA Primary Contact: CNRA Deputy Secretary of Tribal Affairs

Tribe Primary Contact: **NAME AND TITLE OF TRIBE'S PRIMARY CONTACT**

11. **Additional Terms.**

a. **Term.** This Agreement takes effect upon the date of the last signature of the authorized State and **NAME OF TRIBE** representatives and shall remain in effect until January 1, 2030. If the authorizing legislation is amended to extend its operative date, and unless either the State or the **NAME OF TRIBE** provides the other with written notice of termination at least 60 days prior to the end of the relevant term, this Agreement will automatically renew at the end of each term for a further term of five (5) years. Nothing herein shall alter the effective date as described in Public Resources Code 4503, which states that the Prescribed Fire Liability Program “shall remain in effect only until January 1, 2028, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2028, deletes or extends that date.”

b. **Not Construed Against Drafter.** The Parties acknowledge that they have had an adequate opportunity to review each, and every provision contained in this Agreement, including the opportunity to submit the same to legal counsel for review and comment. Based on the foregoing, the Parties agree that the rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.

c. **Amendments in Writing.** This Agreement can only be amended in writing by mutual consent of the Parties.

d. **Participation in Similar Activities.** This Agreement in no way restricts the State or the **NAME OF TRIBE** from participating in similar activities with other Native American tribes, public or private agencies, organizations, and individuals.

e. **Non-Fund Obligation Document.** Nothing in this Agreement shall obligate either the State or the **NAME OF TRIBE** to transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the State and the **NAME OF TRIBE** will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

f. **Responsibility of the Parties.** The State and the **NAME OF TRIBE** and their respective agencies and offices will be responsible for their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives.

g. **No Third-Party Beneficiaries:** This Agreement is made for the sole benefit of the State, the **NAME OF TRIBE**, and the cultural fire practitioners designated pursuant to Paragraph 3 and no other person or entity shall have any rights or remedies under or by reason of this Agreement. Nothing in this Agreement may be the basis of any third-party challenges or appeals.

h. **Existing Rights.** The State and the **NAME OF TRIBE** each retain all rights, responsibilities, and authorities provided for by law or the absence thereof and nothing in this Agreement extinguishes any such rights, responsibilities, or authorities. Nothing in this Agreement delegates any rights, responsibilities, or authorities provided by law to either party. Nothing in this Agreement delegates or otherwise prevents, compromises, or precludes each party from exercising all rights, responsibilities, or authorities provided by law.

i. **Assignment.** This Agreement is not assignable by either party, in whole or in part.

j. **Disputes.** If a dispute arises involving the interpretation or implementation of this Agreement, then the State and the **NAME OF TRIBE** shall meet and confer in a good faith attempt to resolve the dispute. To the extent possible, both parties shall ensure that any dispute will not disrupt performance under this Agreement.

k. **Termination.** Either Party may terminate this Agreement for any reason upon 60 days written notice to the other Party.

l. **Authorized Representatives.** By signature below, CNRA and the **NAME OF TRIBE** certify that the individuals listed in this document as representatives of CNRA and the **NAME OF TRIBE** are authorized to act in the respective areas for matters related to this Agreement.

[signature page to follow]

IN WITNESS WHEREOF, CNRA and the **NAME OF TRIBE** have executed this Agreement on the respective dates set forth below.

CALIFORNIA NATURAL RESOURCES AGENCY

By: _____
Wade Crowfoot, Secretary

Date: _____

NAME OF TRIBE TRIBE

By: _____
NAME OF TRIBAL REPRESENTATIVE, Chairman

Date: _____

Exhibit A

NAME OF TRIBE CNRA SB 310 Cultural Burning Agreement Area

Exhibit B

Contact Information for Notifications

COUNTY Dispatch Centers/Emergency Command Centers

Unit Emergency Command Center (ECC)	Phone Number (24/7 Phone Number)	Address

COUNTY Dispatch Centers/Emergency Command Centers

Unit Emergency Command Center (ECC)	Phone Number (24/7 Phone Number)	Address

TRIBE NAME

Unit Emergency Command Center (ECC)	Phone Number (24/7 Phone Number)	Address

Note:

1900138.1