

# **KANSAS PRESCRIBED BURN ASSOCIATION AFFILIATION AGREEMENT SUMMARY**

## **Operational Purpose**

- The KSPBA exists for the purpose of promoting the common good and general welfare of the people in Kansas by educating, training, and practicing safe prescribed burn techniques that improve wildlife habitat and forage production for livestock and reduce or eliminate fuel load build-up in open spaces, providing fire protection and/or prevention from wild or unexpected fires in and near these burned open spaces.
- Member's purpose is aligned with the KSPBA.

## **Grant of Regular Membership**

- Member is granted the benefits of KSPBA membership by complying with the terms of the Affiliation Agreement and approval by the KSPBA Board of Directors.

## **Group Tax Exemption**

- Member may take advantage of the KSPBA's group tax exemption by complying with the terms of the Affiliation Agreement and all federal, state and local laws applicable to tax-exempt organizations.

## **Obligations of the KSPBA**

- Provide Member with education and training in safe prescribed burn techniques;
- Assist Member in obtaining financial and other resources necessary to conduct prescribed burning activities.

## **Obligations of Member**

- Pay annual membership dues;
- Conduct its operations in accordance with the KSPBA's purpose, education, training and guidance;
- Conduct its operations in accordance with a written prescribed burn plan and in compliance with all federal, state and local laws and regulations;
- Support the KSPBA's purpose by notifying other stakeholders of educational programs and events presented by the KSPBA; and
- Maintain records related to prescribed burning operations.

## **Additional Obligations for Members Relying on the Group Tax Exemption**

- Maintain an organizational structure and conduct operations consistent with legal requirements of the Tax Code;
- Be subject to the KSPBA's general supervision or control;
- Operate on a calendar-year accounting period (January 1 through December 31);
- Provide information as reasonably requested by the KSPBA (including, but not limited to, the Member's Federal Employer Identification Number and tax filings for the previous year) before September 1st of each year;
- Guarantee that Member is not a private foundation;
- Remain in good standing with the State of Kansas as a corporate entity;
- Adopt governing documents that must remain consistent with those of the KSPBA;
- Refrain from participating in political campaigns on behalf of any political candidate;
- Limit political lobbying activities to the level permitted by the Tax Code;
- Annually authorize the KSPBA to include Member in its group tax exemption;
- File all required tax forms annually with the IRS.

## **Liability**

- Member remains financially and legally liable for its actions associated with prescribed burns.
- Member must defend and hold harmless the KSPBA from all liability arising from Member's actions associated with prescribed burns.

## **Revocation/Surrender of Membership**

- Membership may be revoked if Member breaches any provision of the Agreement.
- Member may surrender its membership by terminating the Agreement with thirty (30) days written notice to the KSPBA.
- If membership is revoked or surrendered, Member loses rights, benefits and privileges of membership, including group tax exemption.