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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

28E AGREEMENT

Title of Document (on/above line)

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GRANTOR:

(name)

Madison County Conservation Board

GRANTEE:

(name)

Warren County Conservation Board

PRESCRIBED FIRE COOPERATIVE 28E AGREEMENT

**Between
Madison County Conservation Board
and
Warren County Conservation Board**

This Prescribed Fire Cooperative Agreement ("Agreement") is entered into pursuant to Section 28E of the Code of Iowa by and between the Madison County Conservation Board and the Warren County Conservation Board, hereinafter collectively referred to as "the Parties."

I. PURPOSE

The purpose of this Agreement is to establish a cooperative working relationship between the Parties for the planning, implementation, and management of prescribed fire operations on lands owned, managed, or otherwise under the jurisdiction of either Party.

This Agreement promotes:

- Safe and effective use of prescribed fire as a land management tool.
- Shared personnel, equipment, and expertise.
- Increased operational efficiency and interagency cooperation.
- Increased training through networking, professional development, and resource allocation.
- Enhanced habitat management and ecological restoration efforts in south central Iowa.

II. AUTHORITY

This Agreement is entered into under the authority of Chapter 28E of the Code of Iowa, which permits public agencies to jointly exercise powers, privileges, or authority capable of being exercised separately. Iowa Code chapter 350.7 permits county conservation boards to partner together carry out their responsibilities under Chapter 350.

III. SCOPE OF COOPERATION

The Parties agree to cooperate in the following activities:

- **Joint Burn Planning** – Collaborative development of prescribed fire plans, including site assessments, burn prescriptions, smoke management plans, and contingency planning.
- **Personnel Sharing** – Lending of trained and certified prescribed fire personnel to assist the other Party during burn operations.

- **Equipment Sharing** – Loaning of prescribed fire equipment, including but not limited to drip torches, bladder bags, fire rakes, utility terrain vehicles (UTVs), water tenders, and hand tools.
- **Training and Certification** – Joint participation in prescribed fire training, National Wildfire Coordinating Group (NWCG) certification courses, and safety drills.
- **Post-Burn Monitoring** – Cooperative efforts in post-burn vegetation monitoring and reporting.

Each prescribed fire operation shall have a designated Burn Boss responsible for operational command and safety.

IV. OPERATIONAL PROCEDURES

A. Burn Plans

All prescribed fires conducted under this Agreement shall have a written burn plan prepared in advance. The burn plan shall include objectives, weather parameters, personnel assignments, contingency plans, and safety considerations.

B. Command Structure

The designated Burn Boss for each operation shall have full authority over the prescribed burn regardless of which county is hosting the burn. The hosting Party (the Party on whose land the burn is conducted) shall be responsible for obtaining all required permits, landowner notifications, and IA DNR burn registrations prior to any burn.

C. Personnel Qualifications

Personnel participating in prescribed burns shall meet minimum training standards as determined by the hosting county and consistent with recognized prescribed fire training guidelines.

D. Equipment Use

Equipment provided by either Party shall remain the property of that Party. Operators shall use reasonable care and follow manufacturer and agency safety guidelines.

V. LIABILITY AND INSURANCE

Each Party shall be responsible for the acts and omissions of its own officers, employees, and agents.

This Agreement shall not be construed to create a separate legal entity.

Each Party shall maintain liability coverage consistent with Iowa law.

In the event of damage, injury, or loss arising from a prescribed burn operation, responsibility shall be determined in accordance with Iowa law and based on the actions of the responsible Party.

VI. WORKERS' COMPENSATION

Each Party shall be responsible for providing workers' compensation coverage for its own employees participating in cooperative prescribed burns.

VII. COSTS AND COMPENSATION

This Agreement is intended as a mutual aid agreement and generally shall not require reimbursement between Parties.

- **Cost Sharing** – Unless otherwise agreed in writing prior to a specific burn operation, each Party shall bear its own costs for personnel time and equipment use contributed to joint operations.
- **Fuel and Supplies** – Consumable supplies (fuel, drip torch fuel, etc.) used during operations on a hosting Party's land shall be provided by the hosting Party, unless otherwise agreed.
- **Equipment Damage** – If equipment belonging to one Party is damaged during a burn operation conducted on the other Party's land, the Parties shall negotiate in good faith to determine responsibility. Damage resulting from negligence by the borrowing Party's personnel shall be the responsibility of the borrowing Party.
- **No Compensation Required** – This Agreement is entered into on a cooperative, reciprocal basis. No Party shall be required to provide monetary compensation for personnel or equipment time unless a separate written agreement is executed.

If extraordinary expenses are anticipated, reimbursement arrangements shall be agreed upon in writing prior to the activity.

VIII. TERM AND TERMINATION

This Agreement shall become effective upon approval by both governing boards and filing with the Iowa Secretary of State as required under Chapter 28E.

The Agreement shall remain in effect for a period of five (5) years unless terminated earlier by either Party.

Either Party may terminate this Agreement by providing thirty (30) days written notice to the other Party.

IX. AMENDMENTS

This Agreement may be amended only by written agreement approved by both governing boards.

X. SEVERABILITY

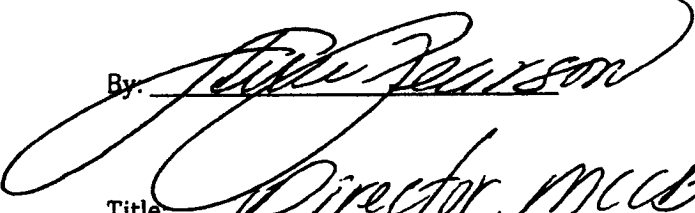
If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XI. FILING

Upon full execution, this Agreement shall be filed with the Iowa Secretary of State and the respective County Recorders as required by Chapter 28E of the Code of Iowa.

SIGNATURES

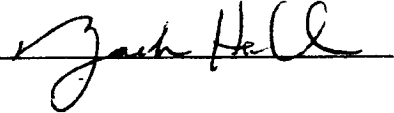
For Madison County Conservation Board

By: 

Title: Director, MCCB

Date: 8/6/2026

For Warren County Conservation Board

By: 

Title: WCCB Director

Date: 6/11/2026