



Fire Management Handbook  
Policy 715

## **Certificate of Compliance – Fire Hazard Management Agreement/Notification of Forest Practice**

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In accordance with [Executive Order 2020-02, Transparency in Agency Guidance Documents](#), guidance documents promulgated by the department are not new laws. They represent an interpretation of existing law, except as authorized by Idaho Code or incorporated into a contract.

### **Agency Contact**

Fire Planning Program Manager

### **Purpose**

The purpose of the Certificate of Compliance-Fire Hazard Management Agreement (Agreement) is to inform the Fire Warden of a fire hazard within the Area/District/Association (A/D/A) and to identify the party responsible for treating the hazard and the length of time in which it must be completed. Additionally, the form number becomes the account number for any bond monies withheld (or funds paid for treatment).

The form is also used to provide notification of a forest practice as required by the Forest Practices Act (FPA), Title 38, Chapter 13, Idaho Code. The Agreement has an account number and is a tracking document for the County Assessor to levy assessments on forest products harvested from private lands.

### **Applicability**

Idaho Department of Lands (IDL or Department) and Timber Protective Association (TPA) employees responsible for administering Certificate of Compliance-Fire Hazard Management Agreement/Notification of Forest Practice.

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## **1. Associated Policies**

- A. Title 38, Chapter 13, Idaho Code
- B. Title 38, Chapters 1 and 4, Idaho Code
- C. Forest Practices Handbook
- D. Fire Management Handbook 700 Series
- E. Rules Pertaining to Idaho Forestry Act and Fire Hazard Reduction Laws, IDAPA 20.04.02
- F. Rules Pertaining to the Idaho Forest Practices Act, IDAPA 20.02.01

## **2. Exception Authorization**

Exceptions to this policy may be granted by the Chief, Bureau of Fire Management and/or Chief, Bureau of Forestry Assistance.

### 3. Definitions

**Agreement:** IDAPA 20.04.02.010 Agreement

01. Agreement. The Certificate of Compliance – Fire Hazard Management Agreement (Department of Lands Form 715) required by Section 38-122, Idaho Code.

**Slash District:** A Slash District is the Idaho Department of Lands (IDL) or Timber Protective Association (TPA) area where the Fire Warden has responsibility for administration of Title 38, Idaho Code, Idaho Forestry Act Fire Hazard Reduction Law and Rules Pertaining to Forest Fire Protection Fire Hazard Reduction. This is an office that has fire suppression responsibilities (i.e., Forest Protective District (FPD)). The Slash District is usually larger than the area of suppression responsibilities, but will have the same name minus the “FPD”. The exception to the above is Eastern Idaho, which has a Slash District but no suppression responsibilities. The boundaries of the Slash Districts will be maintained in GIS layers by IDL’s Technical Services Bureau.

### 4. Policy

It is the Department’s responsibility to issue Agreements in accordance with the Idaho Forest Practices Act (FPA) and the Idaho Forestry Act.

### 5. Procedures

#### A. Preparation of the Certificate of Compliance – Fire Hazard Management Agreement/Notification of Forest Practice

Preparation of the **Certificate of Compliance-Fire Hazard Management Agreement/Notification of Forest Practice, DL 715, Attachment 1**, will be as follows:

##### 1. Legal Description

When entering the legal description, it should cover only the area to be harvested. Try to be as exact as possible because if the contractor forfeits, the entire legal description will carry the fire suppression liability. Use standard legal descriptions (subdivision, section, township, and range). If you want to use additional descriptions such as tract numbers or mineral surveys, use them as secondary descriptions; the primary will be the standard legal description.

##### 2. Name Blocks

Enter the name and complete address of landowner and timber owner. If one person represents more than one entity (e.g., landowner = timber owner= contractor), entry can be made as: “same as landowner,” if landowner = timber owner, enter timber owner “same as landowner”, etc.

All contractor, landowner, timber owner, or operator names should be listed last name, first name, middle initial. Company names should be standardized and entered the same way each time.

##### 3. Contractor Block

The person who enters into the Agreement and becomes contractor should be the same person who intends to provide for the hazard reduction on the job. The logger cannot

commit the landowner to cleanup (or the other way around) unless there is appropriate documentation.

#### **4. Options**

The law and existing policy allow for several options by which the contractor may provide financial security to ensure that if the hazard reduction or management work is not completed, the State will have money available to provide offsets as outlined in the rules. The options available are:

##### **a. Option 1 – No Hazard Created**

The contractor attests that the amount of timber cut will not be sufficient to create a fire hazard. The contractor is not asked to post a bond in any form; therefore purchasers are not required to withhold money for fire hazard reduction. Purchasers are required to report all forest products. The report is generated so the A/D/A can keep track of the amount of material being removed and the county can have a record for tax purposes.

The intent of this option is to allow small private landowners to sell very small volumes of timber without holdback. Some forest management applications may be appropriate such as light salvage operations over a large acreage.

Option 1 operations do not pay the \$0.12/thousand board feet (MBF) to the emergency suppression account which is intended to compensate for the “acceptable” fire hazard allowed in the rules. “No hazard” does not equal “acceptable hazard”. If the operation will remove more than twenty-five thousand board feet, the Fire Warden should consider a bonded option.

Contractors will be notified of the presence of a fire hazard by a certified letter which specifies the corrective actions required. If an option change is made, all parties must be sent a notice of change, including the Bureau of Fire Management.

##### **b. Option 2 – Bond Withholding**

The contractor will supply a cash bond to the State by having the purchaser withhold the (minimum) bond rate specified in the rules for each thousand board feet (or comparable measure) for all forest products received by the purchaser. The contractor will notify the State, in writing, upon completion of the fire hazard reduction or management work. The State will inspect the work for adequacy. If the minimum standards of the rules have been met, the State will refund the withheld money, less six percent (three percent allocated to fire suppression and three percent to FPA), and issue a Certificate of Clearance.

##### **c. Option 3 – Surety Bond**

The contractor will use an existing surety bond that is of an amount sufficient to equal the current minimum cash bond for all forest products to be harvested. Purchasers do not withhold money for hazard reduction; however, they are required to report volume on all forest products. The contractor is expected to pay six percent of the current minimum bond rate for all products removed. Payment of the six percent is expected on or before the end of the month for the preceding month’s activity. Upon completion of the fire hazard reduction or management work, the contractor will notify the State in

writing. The State will inspect the work for compliance. If the minimum standards of the rules have been met, the State will issue a Certificate of Clearance.

Contractors may also post a cash bond for all forest products to be harvested. The cash must be of an amount sufficient to equal the current minimum cash bond for all forest products to be harvested. The A/D/A will complete a Cash Bond Receipt for all cash bonds received. Check Option 3 for the cash bond, and write “cash bond, amount \$xxx.xx” on the form. The hazard management computer system will enter the Agreement as Option 2 to simplify refund. Clearance procedures are the same as for Option 2.

**d. Option 4 – Contract**

Idaho Code provides an option whereby forest landowners or operators may enter into an Agreement with the Director to assume all responsibility for slash management or reduction. Current Department policy gives the Fire Warden the option to accept contract jobs. If the Fire Warden chooses to accept a contract job, it may be under an existing Contract for Management of Fire Hazard Created by the Harvesting of Timber Within the state of Idaho or a one-time contract. On the one-time contract the Fire Warden should establish a slash rate which will ensure the minimum standards are met. Once the harvesting has been completed and the contractor has paid the full amount of money for the contract area, the Fire Warden will issue a Certificate of Clearance. The Fire Warden is obligated to meet the minimum standards of the slash rules on the job.

**e. Option 5 – State-Owned Property**

The State will be the Certificate Holder. Purchaser(s) need not withhold slash monies but are required to report all products purchased to Idaho Department of Lands. The State will manage the fire hazard to the specification in the “Slash Rules”.

**5. Slash Withholding Rate**

Enter an amount only if it is different than the current minimum bond rate as established by rule.

**6. Expiration Date**

The rules specify that no single Agreement will exceed twenty-four months unless the Fire Warden and contractor mutually agree on a plan for the timely abatement of the hazard for the period that exceeds twenty-four months. It is current policy to have all Agreements expire on a given day after the burning season is normally over (usually in the fall). The contractor must understand the expiration date means all activity on the Agreement is complete, not just harvesting and road building, but fire hazard abatement as well. This includes burning if material has been piled and must be burned to meet the standards.

If the operation will exceed twenty-four months, the Fire Warden should insist the mutually agreed upon plan is written and signed by both parties before the Agreement is issued.

**7. Select appropriate Slash District**

This will display the Slash District and the phone number for reference.

## **B. Notification of Forest Practices**

### **1. Authority: IDAPA 20.02.01.020.05**

- a. Before commencing a forest practice or a conversion of forest lands the department shall be notified as required in Paragraph 020.05.b. The notice shall be given by the operator. However, the timber owner or landowner satisfies the responsibility of the operator under the Subsection. When more than one forest practice is to be conducted in relation to harvesting of forest tree species, one notice including each forest practice to be conducted shall be filed with the department.
- b. The notification required by Paragraph 020.05.a. shall be on forms prescribed and provided by the department and shall include the name and address of the operator, timber owner, and landowner; the legal description of the area in which the forest practice is to be conducted; whether the forest practice borders an outstanding resource water and other information the department considers necessary for the administration of the rules adopted by the board under Section 38-1304, Idaho Code. All notifications must be formally accepted by the department before any forest practice may begin. Promptly upon formal acceptance of the notice but not more than fourteen (14) calendar days from formal acceptance of the notice, the department shall mail a copy of the notice to whichever of the operator, timber owner, or landowner that did not submit the notification. The department shall make available to the operator, timber owner, and landowner a copy of the rules.

### **2. Responsibility**

Prior to commencing any forest practice, the operator must file with the Department of Lands a Notification of Forest Practice. The Notification is a legal document which assigns the responsibility of compliance with the Forest Practices Act and Forest Practices Rules, and any associated legal liability. The operator, as listed on the Notification, is ultimately responsible for all forest practice activities described on the Notification during the time period specified. The operator is legally liable for any mitigation, fines, or legal action resulting from the forest practice, if the operation is found to be in violation of the Forest Practices Rules. It is essential that the person whose name appears as the operator be aware of the responsibilities accepted, therefore, a signature from the operator must be obtained on the Notification, even when the operator and the contractor are the same person.

A timber owner, as specified in the Forest Practices Act, "is a person, partnership, or corporation or association of whatever nature other than the landowner that holds an ownership interest in forest tree species on forest land". The Idaho Forest Practices Act Administrative Rules amendments, effective July, 1980, removed some sections referring to timber owner responsibility.

Depending on the level of involvement, a landowner may have compliance responsibility. A landowner may also be the operator, or may be directly involved in forest practice conduct by specifically directing the logger. In this case, the landowner has a legal obligation to meet FPA standards (e.g., reforestation liability). Administrative rule 050.06.b. assigns responsibility for reforestation to the landowner at the time of harvest.

Landowners do not have legal responsibility for tree removal forest practices on a property under the regulatory authority of the FPA. Landowners are encouraged to know the standards of the FPA and Forest Practices Rules, and should ensure that operators meet

those standards to protect the forest, soil and water resources of their property. Prior to selecting an operator, landowners should seek references, look at operators' previous jobs, and secure a contract to protect their interests.

Some landowners, log buyers, foresters, or loggers are primarily interested in short-term revenue rather than long-term forest stewardship. Landowners may also be aware of their lack of liability which can make FPA compliance difficult for the operator. In these cases, the operator needs to understand their obligation to comply with the Forest Practices Rules and FPA, as well as meeting landowner objectives. Contracts specifically addressing compliance with the FPA go a long way toward resolving any conflicts experienced by the operator or the landowner.

Subcontractors are often employed on a forest practice, and they work contractually under the principal logging contractor, who has the primary logging contract with the landowner. In most cases, the principal logging contractor is in charge of the logging operation and should be the operator. If it is unclear who the operator is, all involved parties and their respective roles should be noted on an Agreement and an attempt made to determine who is responsible prior to starting operation. The person or company taking responsibility as the operator, agreeing to comply with all provisions and requirements of the FPA and Forest Practices Rules, is required to sign on the operator's signatory line and assume all associated responsibilities. When signing on behalf of a company the signator must be duly authorized.

### 3. Filing of the Notification

The following guidelines will be used for the preparation and filing of the Notification portion of the Agreement.

- a. **Notification Block:** Fill in appropriate name of Landowner, Timber Owner, or Operator.
- b. **Operator Block:** Enter the name and complete address of the operator. The format should be the same as the landowner block (last name, first name, middle initial). The person who accepts responsibility as the operator should be the same person who intends to take full responsibility for the forest practice operation and any resource damage resulting from that operation. By signing the Notification the operator accepts responsibility for full compliance with the FPA and the Forest Practices Rules. The primary logging contractor cannot commit a subcontracted logger to take responsibility as the operator. However, any person or company performing a forest practice that wishes to assume the responsibility of operator can sign the Notification as the operator, and this person or company will be held responsible for statute and rule compliance.
- c. **Forest Practices:** All forest practices to be conducted should be specified on the Agreement/Notification form by clicking next to the appropriate forest practice. The seven forest practices listed on the Agreement/Notification are:
  - i. **Harvesting of Forest Tree Species (Including On-Site Road Construction and Maintenance):** This includes felling, bucking, yarding, decking, loading, hauling and the associated road or skid trail construction and maintenance. It also includes installation or improvement of bridges, culverts, or structures which convey stream flows within the boundaries of the operational area.
  - ii. **Road Construction Associated with Harvesting of Forest Tree Species (Outside of the Operation Boundaries):** This is the road construction, reconstruction, or

maintenance of access roads outside the operational area boundary and includes installation or replacement of bridges, culverts, or structures which convey stream flows.

- iii. **Reforestation (Greater Than Ten Contiguous Acres):** This is the planting or seeding of forest tree species for wood fiber production. Christmas tree plantations, windbreaks, and horticulture and ornamental plantings do not require a Notification.

**Reforestation met by:**

- **Leaving Adequate Residual Stocking:** By checking this box the operator is stating that they will leave the minimum required stocking of appropriate trees as required by the Forest Practices Rules. If this box is checked and an operator harvests below minimum stocking required by rule then the operator may be required to provide artificial reforestation to return the stand to minimum stocking. A Supplemental Notification form may be required to determine the responsibility for reforestation.
  - **Planting:** This is the planting or seeding of forest tree species for wood fiber production. If this box is checked it is understood that the operator or landowner will be establishing a new timber stand using artificial reforestation.
  - **Exempt:** There are exemptions to reforestation rules in the FPA. Reforestation is not required for: noncommercial forest land (land not capable of growing 20 cubic feet of wood per acre per year), land converted to another use, and forest practices which will result in ten (10) acres or less below minimum stocking levels.
- iv. **Management of Slashings or Use of Prescribed Fire Resulting from Harvest, Management or Improvement of the Forest Tree Species:** This includes slashing and prescribed burning management from commercial and noncommercial (e.g., Precommercial Thinning (PCT)) harvest operations.
- v. **Use of Chemicals or Fertilizers for the Purpose of Growing or Managing Forest Tree Species:** This includes the application of any pesticides, chemicals, or fertilizers for the purpose of growing or managing forest tree species or retarding the growth of competing vegetation.
- vi. **Conversion in Use to Agriculture/Grazing, Development, or Other Uses:** The clearing of forest land where commercial harvest occurs, for conversion to any nonforest use, also requires that a Notification be filed. This usually involves subdivision or industrial development, field clearing, etc. Mark the applicable forest practice, usually slashing management and timber harvest, which is involved in the conversion operation.
- **Agriculture/Grazing:** Check this box to indicate the landowner's intent to convert forest land to agricultural management. Appropriate ground cover must be established within one year.
  - **Development:** Check this box to indicate the landowner's intent to convert forest land to development. This could include housing, commercial development or other permanent conversion.

- **Other:** Check this box to indicate the landowner's intent to convert forest land to another use, which could include mining or other uses.
- vii. **Forest Practice Occurring on State Administered Land:** Choose this option in addition to all others that apply when the Agreement/Notification is in relation to a practice occurring on lands administered by IDL.
- d. **Water Quality and Erosion Impact Potential:** Complete the water quality and erosion section completely and accurately. The Department should solicit, record, and verify this information. Click next to the particular forest practice as follows:
- i. **Class I Stream:** Indicate whether the operational area borders or encompasses a Class I stream. Each A/D/A should have a map showing Class I streams. If the stream class is not known, this box may remain blank until the stream class can be determined. Streams of unknown class which flow into Class I streams are likely to have fish up to a natural barrier or where the gradient approaches 22 percent, and should receive a field review from the IDL Fish Biologist if there is any question as to the stream's classification. If the stream supports fish (i.e., is fish bearing) or if it is the source of domestic water supply, then the stream must be classified as a Class I stream. Note: Even intermittent streams that only flow part of the year can be classified as Class I streams.

Public water supply watersheds, as defined by the Idaho Department of Environmental Quality, require a pre-operational inspection per direction from the Forest Practices Advisory Committee (FPAC).

- ii. **Class II Stream:** Indicate whether or not the operational area includes or borders a Class II stream. Class II streams are usually headwater streams, or minor drainages that are not fish-bearing and are not a source of domestic water supply. If the fish use is unknown, consider streams as Class II where the total upstream watershed is less than 240 acres in size for the north forest region and 460 acres in size for the south forest region. Again, if there is any question about the nature of a stream segment, the stream should be tested and classification verified by the IDL Fish Biologist.
- iii. **Stream Crossing Installation:** Indicate if a culvert installation, culvert removal, bridge construction or ford installation will be occurring on any of the roads associated with the forest practice.

**Perennial Stream Crossing:** If a stream crossing is indicated, determine if the stream is perennial or not. If yes, and the stream-crossing project falls within the limitations described in the Idaho Department of Lands (IDL)-Idaho Department of Water Resources (IDWR) Memorandum of Understanding (MOU), have the operator fill out and submit a Supplemental Notification form which will act as a Stream Channel Alteration Permit. Ensure that accurate and thorough descriptions are included. Inform the operator that this form must be reviewed by the local Private Forestry Specialist and approved and signed by the appropriate IDL Area Manager before the installation commences. If the stream-crossing project falls outside of the limitations set forth in the IDL-IDWR MOU, direct the operator to an IDWR office to file a Stream Channel Alteration Permit.



- iv. **Site-Specific BMPs:** Indicate whether the operational area includes or borders a stream segment which has been assigned site-specific BMPs developed from Stream Segments of Concern, Cumulative Watershed Effects (CWE) implementation, Total Maximum Daily Load (TMDL) Implementation Plans, or some other process. Private Forestry Specialists should maintain watershed boundary maps showing where remnant Stream Segment of Concern site-specific BMPs exist or CWE Management Prescriptions have been developed. Operators should be provided a copy of any applicable site-specific BMPs at the time of notification.
  - v. **Lake:** Indicate if there is a lake that is wholly or partially located within the boundaries of the operational area. Special practices may apply. See rule 030.07.a and the associated guidance.
  - vi. **Steep Slopes:** Indicate if slopes over 45 percent are present on the area impacted by the forest practice.
  - vii. **Unstable/Erodible Soils:** Indicate if unstable or highly erodible soils are present. These are soils which have experienced erosion problems in the past such as batholiths, decomposed granite or glacial tills as contrasted to the more stable metamorphic or basaltic soils. If soil erodibility is unknown, it may be determined by review of the applicable soil survey, field verification, or consultation with the Geotechnical Specialist.
  - viii. **Map:** Operators may supply a map; indicate whether or not there is a map available and on file that clearly shows the operational area. Districts should require a map if water quality within the legal location is a concern.
- e. **Practices Not Requiring Notification:** There are several types of operations which do not require the filing of a Notification of Forest Practice:
- i. Routine road maintenance, recreational uses, grazing by domestic livestock, cone picking, culture and harvest of Christmas trees on land used solely for the production of Christmas trees, or harvesting of other minor forest products,
  - ii. Noncommercial cutting and removal of forest tree species by a person for their own personal use,
  - iii. Clearing forest land for conversion to surface mining or dredge and placer mining operations under a reclamation plan or dredge mining permit.
- f. **Notification Expiration Date:** The operator should report any changes in the Notification information to the Department within 30 days of the change. Adding or deleting a forest practice or modifying a legal description can be done on the existing Notification form by hand. The date of the change is to be noted and initialed by the Department.
- Any forest practice occurring within the forest practice boundary after the expiration date is in violation of the Forest Practices Act. If the practice is to continue beyond the expiration date, the contractor and operator should notify the Department in writing within 30 days prior to the expiration date and request to extend the Notification. The Fire Warden or Private Forestry Specialist can grant an extension of the Agreement/Notification by granting a renewal of the Notification as outlined in the **Authorization for Extension of Certificate of Compliance-Fire Hazard Management Agreement/Notification of Forest Practice, Attachment 3**. Extension requests should

be attached to Agreements and maintained in the A/D/A file with applicable correspondence; distribution of the extension should be sent to all applicable parties (distribution is the same as for the Agreement/Notification). An extended (renewed) Agreement/Notification, with current valid contractor and operator listings and signatures, must be obtained if the practice is to be continued.

The Notification is valid for the same period as the Agreement; an Agreement extension automatically extends the Notification. Any needed reforestation automatically extends the Notification, even if the Agreement expires. When a Certificate of Clearance is issued to relieve slash holdback liability the Notification of Forest Practice does not expire.

- g. **Operator/Contractor Change:** If the operator and/or contractor changes during a forest practice, a **Transfer of Fire Hazard and/or Forest Practices Responsibility and Liability, Attachment 2**, must be filled out and signed by all applicable parties. If the contractor changes, the top two blocks of the form must be filled out and the new contractor and former contractor must sign in the applicable signatory blocks. If the operator changes, the new operator must fill out and sign the lower block of the form; the person signing as the new operator should be aware of the responsibility they are assuming.

This form can be found on the IDL Intranet under Fire Management as well as the Forest Practices Program. The completed and signed Transfer of Fire Hazard and/or Forest Practices Responsibility and Liability form should be attached to the Notification and the change of contractor and/or operator should be documented in a letter sent to all involved parties, including the former operator, the landowner and the timber owner as directed by the FPA.

- h. **Practices for Which No Fire Hazard Management Agreement is Needed:** For those forest practices in which no hazard agreement is needed such as reforestation, use of chemicals, or pre-commercial thinnings, the Agreement/Notification form is still to be used. Complete all portions of the form as would normally be done with the exception of the hazard management options. Cross out the hazard management option portion of the form. Complete the remainder of the form as appropriate.
- i. **Antidegradation:** As a result of the 1989 antidegradation legislation, there are numerous changes in the way forest practices are conducted along designated stream segments of concern. The landowner has some responsibility for ensuring the practices will be conducted in a manner consistent to protect water quality. Under changes in the Forest Practices Act, as a result of antidegradation, the Department must now formally accept all notifications of forest practices prior to commencement of an operation. Formal acceptance by the Department is acknowledged in the signature block of the form.

If a forest practice borders on a stream segment of concern, this indicates that special attention needs to be paid to this Notification. Each office should have a list of segments of concern where site-specific BMPs are required. If site-specific BMPs are required, a landowner Agreement must be secured. If site-specific BMPs are not required, the regular FPA rules apply and no Agreement is needed. If a signed Agreement does not exist between the landowner and the Department on operations bordering stream segments of concern that requires site-specific BMPs, the Department

will reject the Notification. An Agreement/Notification will not be issued until such time as the landowner signs the Agreement or emergency rules are enacted.

Due to the complexity and liability associated with stream segments of concern, all Notifications shall be forwarded to the Private Forestry Specialist for review and acceptance or rejection.

All site-specific BMPs associated with stream segments of concern will sunset as soon as the Cumulative Watershed Effects (CWE) processes and implementation have been completed, at which time the CWE site-specific BMPs will be mandatory.

- j. **Existing Approved Management Plan:** In accordance with the FPA, forest practices conducted under an approved woodlot management plan (e.g., a Landowner Forest Stewardship Plan or NRCS Conservation Plan) constitutes a Notification provided it contains all applicable information as required in the Notification. However, Agreement/Notification must still be obtained if any forest products are to be sold from the property. Additionally, following due process in performing inspections, or issuing unsatisfactory condition, or notice-of-violation reports, requires the Department to formally file all Notifications and have signed operator and contractor Agreements (and Agreement/Notification numbers) in place before an operation can begin. As a matter of general policy, when a commercial forest practice is being carried out, the Department will require a Notification to be filed in all cases, regardless of whether a woodlot management plan exists.

#### **4. Required Information Applicable to All Options**

Ask the contractor and operator (if different than the contractor) to read the Agreement/Notification before signing; make sure they are aware of additional information and binding terms and conditions printed on the back of the document.

#### **5. Contractor's Signature**

The contractor (or duly Authorized Agent for a company) must sign and date, even if the contractor and operator are the same person or company.

#### **6. Operator's Signature**

The operator (or duly Authorized Agent for a company) must sign and date, even if the operator and the contractor are the same person or company.

#### **7. Director's Signature**

The Fire Warden, or duly Authorized Agent, should sign on the Director signatory line.

#### **8. Area**

Choose the name of the Area and the three-digit designator from the drop-down list.

#### **9. Distribution**

Distribution of copies is listed on the bottom. Keep current in the distribution of copies. The original will be mailed to the Bureau of Fire Management, and photocopies will be sent to all other parties. Because of the required signatures, this form must be a two-sided document. Any Agreement/Notification not two-sided will be returned to be done again.

#### **10. Electronic Copy**

To obtain the electronic version of the Certificate of Compliance-Fire Hazard Management Agreement/Notification of Forest Practice, contact the Bureau of Fire Management. The form, including a block of sequential numbers, will be emailed to the A/D/A. **Do not alter**

the original form. Changes must be approved and dispersed by the Bureau of Fire Management.

### C. Off-District Preparation

When preparing Agreement/Notifications for another A/D/A, be sure to contact that A/D/A before completing the form. Verify with the receiving office the legal description, county, option, and expiration date and stream and soil information. If no contact can be made with the receiving office, it may be necessary to take the contractor's information and forward the Agreement to the receiving A/D/A for signature.

### D. Extensions

If the contractor requires an extension to complete the terms of the Agreement, the rules require the request be in writing and show good reason other than financial hardship. The Fire Warden is given the discretion to make or deny extensions. It is recommended that requests for extension be attached to Agreements and maintained in the A/D/A file. If the Fire Warden denies an extension, the correspondence should be filed with the Agreement. The Fire Warden can extend Agreements for whatever time is needed to complete the operation; however, the extensions should not be any longer than necessary. As long as the Agreement is active the State assumes all liability for fires that start on or pass through the contract area (except those involving negligence). It is the duty of the Fire Warden to hold that period to the shortest reasonable time. Approved extensions will use Authorization for Extensions of Certificate of Compliance-Fire Hazard Management Agreement/Notification of Forest Practice, which will be completely filled out and distributed the same as the Agreement. Note: Extensions for burning only do not need to be sent to purchasers or the county.

### E. Addendum

The rules provide for an addendum to the Agreement when the contractor wants the State to do burning which would complete hazard management work on a contract area. Like the contract option, the Fire Warden has the latitude to accept or reject addendum burning on any given job. Fire Wardens are reminded that while Idaho Code provides the Department a certain amount of protection for damages to resources on lands covered by the Agreement, damages to resources off the contract area are not given preferential treatment. Burning operations for other entities should not be taken lightly.

The addendum is intended to make the contractor aware of the terms and conditions which must be met to receive a refund of a portion of the withheld slash monies and clearance. It is the responsibility of the A/D/A to prepare an acceptable slash management plan (maps are recommended). Copies of the plan must be attached to copies of the addendum for the contractor, A/D/A and Director. The plan should specify amount and standards of work to be done to meet the A/D/As requirements. When the A/D/A agrees, an **Addendum to Certificate of Compliance-Fire Hazard Management Agreement, Attachment 4**, will be completed. Attach copies of the Agreement to the addendum. In the case of a large complex job, or one which will require a very detailed slash plan, the percentage of money to be refunded can be filled in and signed at a later date (after an on-the-ground inspection can be made).

The form requires all information (e.g., names and addresses) be the same as written on the Agreement.

The amount available for refund is 94 percent of the gross slash bond. The three percent in the fire suppression account and the three percent in the FPA account cannot be refunded.

## **F. Nonresident Operators-FPA Bond**

The Forest Practices Act requires nonresident operators who do not own real property in Idaho to post a FPA performance bond in the amount of \$200/acre with a minimum bond of \$5,000 and a maximum of \$15,000.

A/D/A personnel are not responsible for collecting bonds; however, they may do the initial screening when issuing a Notification. If an operator is listed with an out-of-state address on the Agreement/Notification, the operator should be asked if they own any real property in Idaho. A/D/A personnel should not accept the Notification if the operator is not an Idaho property owner. The local Forest Practice Advisor should be informed as soon as possible of potential Notifications that list nonresident operators. The Advisor will review the Notification, verify residency or real property ownership, collect the bond as required, and authorize the Notification to be accepted.

## **G. Record of Agreements/Notifications Issued**

Each issuing office must maintain a record of all forms issued. Electronic databases are an acceptable record of issue.

## **H. Notice of Logging on Expired Agreements**

State law requires forest operators have a valid Agreement/Notification for operations. Should a purchaser report volumes on Agreements that have expired, the Bureau of Fire Management will notify the A/D/A involved. Upon notification, the A/D/A will review records to see if the contractor has secured a valid Agreement and failed to notify the purchaser.

In the event the contractor has a valid Agreement, the A/D/A will notify the purchaser with a copy of the valid Agreement and will notify the Bureau of Fire Management as to the correct number to be used.

Should the A/D/A find the contractor does not have a valid Agreement, they will contact the contractor and instruct them to secure a valid Agreement before continuing the operation.

## **I. Changes to the Existing Agreement/Notification**

Any changes to the existing Agreement/Notification (e.g., extensions, option changes, liability transfers, etc.) should be sent to all parties on the distribution list at the bottom of the form.

If an Agreement/Notification number is duplicated, the duplicate must be voided and reissued with a new number. Do not make corrections to the Agreement/Notification number, including changing any typos on the number.

## **J. Informational Document**

An informational document has been added as a helpful tool regarding Agreements, clearances, bonds, forfeitures, etc. It is named **Logging and Idaho Law – Know the Facts, Attachment 5**.



CERTIFICATE OF COMPLIANCE– FIRE HAZARD MANAGEMENT AGREEMENT
NOTIFICATION OF FOREST PRACTICE

This activity applies to the following land:

Timber Sale # or Project Name:

Table with 6 columns: Subdivision, Section, Township, Range, RP Number, County. Each column has three blank lines for input.

See attachment for additional property descriptions.

Land Owned By:
Phone:
Email:

Mailing Address:

Timber Owned By:
Phone:
Email:

Mailing Address:

The Contractor (i.e., Certificate Holder) as defined in IDAPA 20.04.02.010.03 hereby attests that a copy of this agreement will be provided to the initial Purchaser(s) of forest products prior to delivery of products.

Purchaser Name Address/Phone

CERTIFICATE OF COMPLIANCE PURSUANT TO IDAHO CODE §38-122

Notification Only

Certificate of Compliance issued to: Contractor Name

Mailing Address: Street City State Zip

Phone: Email:

The person engaged in cutting of forest products agrees to provide for the management and reduction of fire hazard in accordance with the following option:

OPTION 1 No Hazard Created: The Contractor attests that he or she will not cut an amount of timber sufficient to cause a fire hazard. Purchaser(s) need not withhold slash management monies but are required to report all products purchased to the Idaho Department of Lands (IDL).

OPTION 2 Bond Withholding: The Contractor elects to treat the fire hazard created and to subsequently receive a refund of slash monies withheld. The Contractor will supply a cash bond to IDL by having the purchaser(s) withhold the specified dollars per thousand board feet or equivalent, if forest products other than sawlogs are delivered to the purchaser(s).

Upon completion of the fire hazard management work, the Contractor will notify IDL in writing whereupon IDL may inspect for satisfactory completion. IDL will make payment of the withheld monies, less six percent to the Fire Suppression/Forest Practice accounts, and issue a Certificate of Clearance. If the Contractor fails to manage the fire hazard, all bond monies will be forfeited. The Contractor will be liable for the cost of suppression after the expiration date of this agreement, if the work is not completed, as specified in Idaho Code §38-122.

OPTION 3 Surety Bond: The Contractor agrees to operate under the terms of a surety bond, currently in force, which provides for management of fire hazards on the land above described. Purchaser(s) need not withhold slash management monies but are required to report all forest products purchased to IDL. The surety bond provided by the Contractor to IDL is in an amount sufficient to equal the current minimum cash bond for all forest products to be harvested. The Contractor will pay six percent of the current minimum bond rate to the Fire Suppression/Forest Practice accounts for all forest products harvested. The Contractor will manage the fire hazard created to the specifications in IDAPA 20.04.02.000 et seq. (the "Slash Rules") on or before the expiration date of this agreement (or extension).

Upon completion of the fire hazard management work, the Contractor will notify IDL in writing whereupon IDL may inspect for satisfactory completion and issue a Certificate of Clearance. If the Contractor fails to manage the fire hazard, IDL will make demand upon the bond for the costs of managing the fire hazard. The Contractor will be liable for the costs of the suppression after the expiration date of this agreement, if the work is not completed as specified in Idaho Code §38-122.

OPTION 4 Contract: The Contractor has entered into a contract with IDL for management of the fire hazard in accordance with Idaho Code, §38-404. Purchaser(s) shall withhold slash management monies at the rate indicated on this agreement for all forest products delivered to the purchaser(s) and shall report and remit such withholding to IDL. Once the Contractor has paid the full amount of monies for the contract area, IDL will issue a Certificate of Clearance. IDL will manage the fire hazard to the specifications of IDAPA 20.04.02.000 et seq. (the "Slash Rules").

OPTION 5 State-Owned Property: IDL will be the Certificate Holder. Purchaser(s) need not withhold slash monies but are required to report all products purchased to IDL. IDL will manage the fire hazard to the specifications of IDAPA 20.04.02.000 et seq. (the "Slash Rules").

All Options: Purchaser(s) will report volume and/or remit monies as indicated for the particular option on or before the end of the month for the preceding month's purchases. The slash withholding rate shall be the minimum rate in force at the time the products are delivered to the Purchaser unless otherwise indicated as follows: \$ \_\_\_\_\_ per \_\_\_\_\_.

This Certificate of Compliance expires: \_\_\_\_\_ unless IDL grants a written extension.

Slash District/Phone Number: Choose a District \_\_\_\_\_

**NOTIFICATION OF FOREST PRACTICE PURSUANT TO IDAHO CODE §38-1306**

This Notification is being made by: \_\_\_\_\_  
 (Landowner, Timber Owner, or Operator)

Operator: \_\_\_\_\_  
 Operator Name

Mailing Address: \_\_\_\_\_  
 Street City State Zip

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

If a non-resident Operator (See Idaho Code §38-1303(3)) does not own real property in the state of Idaho, the Operator will be required to post a bond under Idaho Code §38-1306A.

**By providing the following notification, the Operator, Landowner, or Timber Owner named above agrees to comply with provisions of Idaho Code §38-1306:**

- Harvesting of Forest Tree Species
- Road Construction Associated with Harvesting of Forest Tree Species
- Reforestation Met by:
  - Leaving Adequate Residual Stocking
  - Planting
  - Exempt
- Management of Slashings or Use of Prescribed Fire Resulting from Harvest, Management or Improvement of Forest Tree Species
- Use of Chemicals or Fertilizers for the Purpose of Growing or Managing Forest Tree Species
- Conversion in Use to:
  - Agriculture/Grazing
  - Development
  - Other
- Forest Practice Occurring on State-Administered Land

The following information shall be provided to the Idaho Department of Lands to evaluate the potential for water quality and erosion impacts.

- |  |  |   |   |  |
|--|--|---|---|--|
| <b>Class I Stream</b>                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No | If "Yes" to Class I Stream, Select FP Harvesting Option: <u>Select Option</u> | <b>Lake</b>                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Class II Stream</b>                                 | <input type="checkbox"/> Yes <input type="checkbox"/> No |   | <b>Steep Slopes Greater Than 45% Gradient</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Stream Crossing Installation -Perennial Stream?</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No | If "Yes", an additional permit may be needed for the stream crossing.         | <b>Unstable/Erodible Soils</b>                | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Site-Specific BMPs</b>                              | <input type="checkbox"/> Yes <input type="checkbox"/> No |   | <b>Map Provided</b>                           | <input type="checkbox"/> Yes <input type="checkbox"/> No |

This notification expires \_\_\_\_\_ unless IDL grants a written extension. IDL's authority to enter the property to conduct inspections survives the expiration of the Certificate of Compliance.

**The following are applicable to all of the options:**

- This Certificate may be cancelled, revoked, rescinded or amended by IDL for failure to comply with any provision herein upon written notice to the Contractor, Landowner, Timber Owner, Operator, and Purchaser.
- This Certificate may not be assigned to another party or amended by the Contractor, except with the written approval of IDL.
- The Contractor shall retain, and make available for inspection by IDL, the log delivery or payment slips for forest products hauled to all purchasers.
- No forest practice or conversion of forest land shall be conducted until IDL has formally accepted the notification.
- On-site inspections may be conducted by IDL to ensure compliance with all the laws and rules governing fire prevention, fire hazard management, and forest practices on private land.

_____ Signature of Contractor (Certificate Holder), or of a Duly Authorized Representative	_____ Title	_____ Printed Name	_____ Date
_____ Signature of Operator, or of a Duly Authorized Representative	_____ Title	_____ Printed Name	_____ Date
_____ Director (not valid unless countersigned by Fire Warden or Duly Authorized Agent)	_____ Title	_____ Printed Name	_____ Effective Date

Area for Forest Practices: Choose an Area

- Fire Bureau (Original)  Contractor  Operator  Landowner  County Assessor  Purchaser  District Office  FPA  \_\_\_\_\_

**TRANSFER OF FIRE HAZARD and/or FOREST PRACTICES  
RESPONSIBILITY AND LIABILITY**

FMH 715  
Attachment 2



**Landowner:** \_\_\_\_\_

**Compliance/Notification No.:** \_\_\_\_\_

New Contractor

I, \_\_\_\_\_, located at \_\_\_\_\_,  
(Name) (Address)  
\_\_\_\_\_ at phone number \_\_\_\_\_,  
(City, State, Zip)

agree to list myself as the **Contractor** under Fire Hazard Management Agreement (Compliance) number \_\_\_\_\_. I agree to the terms and conditions of the agreement, and will be responsible for managing the fire hazard created by the harvesting. I will receive the clearance if the slash treatment meets the standards and subsequent refund of bond (if applicable) or will carry the liability for suppressing wildfire for five years following the expiration on the agreement.

\_\_\_\_\_  
*Contractor Accepting Liability* Date

Former Contractor

I, \_\_\_\_\_, located at \_\_\_\_\_,  
(Name) (Address)  
\_\_\_\_\_ at phone number \_\_\_\_\_,  
(City, State, Zip)

agree to list \_\_\_\_\_ as the **Contractor** under Fire Hazard Management Agreement (Compliance) number \_\_\_\_\_. He/she will be the individual responsible to manage the fire hazard created by the harvesting. He/she will receive the clearance if the slash treatment meets the standards and subsequent refund of bond (if applicable) or will carry the liability for suppressing wildfire for five full years following the expiration of the agreement.

\_\_\_\_\_  
*Former Contractor* Date

New Operator

To change the Forest Practices **Operator**, the Operator accepting responsibility must complete this form:

I, \_\_\_\_\_, located at \_\_\_\_\_,  
(Name) (Address)  
\_\_\_\_\_ at phone number \_\_\_\_\_,  
(City, State, Zip)

agree to list myself as the Forest Practices **Operator** under Forest Practices Notification (Compliance) number \_\_\_\_\_. I agree to comply with all rules and regulations set forth in the Idaho Forest Practices Rules (IDAPA 20.02.01)

\_\_\_\_\_  
*Operator Accepting Liability* Date



**AUTHORIZATION FOR EXTENSION OF  
CERTIFICATE OF COMPLIANCE-FIRE HAZARD MANAGEMENT AGREEMENT  
NOTIFICATION OF FOREST PRACTICE**

Idaho Department of Lands  
Phone: (208) Fax: (208)

Agreement #: \_\_\_\_\_  
Compliance Number

Contractor: \_\_\_\_\_  
Contractor's Name Address

Landowner: \_\_\_\_\_  
Landowner's Name Address

Operator: \_\_\_\_\_  
Operator's Name Address

Exp. Date: \_\_\_\_\_  
Current Expiration Date

The expiration date of the above numbered agreement is extended until \_\_\_\_\_.  
New Expiration Date

Extended for:

1. \_\_\_\_\_ Harvesting/slash disposal (additional volume to be taken to a mill).
2. \_\_\_\_\_ Burning/hazard treatment/inspection only (no further volume will be hauled to the mill).

Authority to extend this agreement is granted to the Fire Warden in accordance with Rules Pertaining to the Idaho Forestry Act and Fire Hazard Reduction Laws, IDAPA 20.04.02.030.03.

The conditions of the agreement will remain unchanged until the extended expiration date or Certificate of Clearance is issued.

\_\_\_\_\_  
Fire Warden Date

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Forest Protective District

- \_\_\_ Area HM File (original)
- \_\_\_ CDA Fire Bureau
- \_\_\_ Contractor
- \_\_\_ Landowner
- \_\_\_ Operator
- \_\_\_ Purchaser(s)
- \_\_\_ Assessor
- \_\_\_ FPA

District Use

Date Computer Edited: \_\_\_\_\_

Initials: \_\_\_\_\_

**ADDENDUM TO  
CERTIFICATE OF COMPLIANCE–FIRE HAZARD MANAGEMENT AGREEMENT**

It is mutually agreed that this addendum will be considered a part of Certificate of Compliance–Fire Hazard Management Agreement Number \_\_\_\_\_, listing \_\_\_\_\_ as Contractor, and which is dated \_\_\_\_\_, \_\_\_\_\_.

(Company/Corporation Name)

It is understood that the Contractor named above chooses to pile the slash on the area covered by the Agreement and subsequently receive a portion of the slash management monies withheld. The Contractor agrees to do the work in compliance with Title 38, Idaho Code, Chapter 1, *Idaho Forestry Act*, and Chapter 4, *Fire Hazard Reduction Law*; and the *Rules Pertaining to Forest Fire Protection*, IDAPA 20.04.01, and *Rules Pertaining to Fire Hazard Reduction*, IDAPA 20.04.02.

The parties also mutually agree that if the piling of slash is satisfactory and completed within the period specified on the Agreement, that portion of the slash management monies agreed upon in this addendum can be released to the Contractor. That payment will be considered final and no further refund of slash withholding monies shall be made. The Contractor understands that a Certificate of Clearance for the area covered by the Agreement cannot be issued until the burning of slash is completed. The State agrees to burn the slash under this addendum but cannot assume any liability for fire suppression for untreated logging slash resulting from this addendum.

It is further agreed that if the piling is satisfactorily accomplished in accordance with the terms of this agreement, the total sum of money to be refunded shall constitute a dollar amount or percent of the total slash money collected by the State on the operation covered by the specific Agreement listed above.

In witness whereof, the parties have affixed their signatures this date \_\_\_\_\_.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Fire Warden Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Total Sum or Percent Funded

\_\_\_\_\_  
Forest Protective District

**BUREAU OF FIRE MANAGEMENT**

3284 W. Industrial Loop  
Coeur d'Alene, ID 83815  
Phone (208) 769-1525  
Fax (208) 769-1524



## Logging and Idaho Law – Know the Facts

A Certificate of Compliance-Fire Hazard Management Agreement (Compliance) must be obtained by anyone who conducts an operation involving the harvesting of forest products, or potential forest products, on State and private ground. This document is an agreement between the state of Idaho and the Contractor to abate the resulting fire hazard using methods described in Idaho Code, Title 38, Chapters 1 & 4, and to comply with rules pertaining to the Forest Practices Act, Title 38, Chapter 13, Idaho Code.

The Contractor named on the Compliance is the person responsible for disposal of the slash generated by the logging operation by the end of the contract period. This may or may not be the actual Landowner. A portion of the monies from the sale of logs, is withheld by the mills and forwarded to the state of Idaho to be held as a bond to ensure that the slash generated by the logging is treated to the minimum standard by the expiration date as described in Idaho Code,.

If the Contractor or Operator does not own real property in Idaho, they will be required to furnish a bond to the state of Idaho in the amount of \$5000-\$15000 until the project has been completed and has passed inspection. ***This inspection must be requested in writing.***

**NOTE: The logging operation must be completed and the slash disposed of by the expiration date on the contract prior to final inspection.** If it is not going to be ready for inspection, contact the office listed above before the expiration date or the bond may be forfeited, and additional fire suppression liability incurred.

### MORE FACTS ON COMPLIANCES

- An Option 1 Certificate of Compliance is for low volume operations of 25 MBF or less (approximately 4 loads) and the amount of timber cut will not be sufficient to create a fire hazard. Although there is not a slash bond withheld, and no slash inspection is required, the slash must be treated to alleviate liability. All Forest Practices Rules and Regulations must be adhered to as well.
- Operations removing more than 25 MBF are Option 2 Compliances on which a bond is withheld. An inspection by the State is required in order to receive a portion of the bond following completion of slash disposal. A Transfer of Liability may be done at any time prior to the expiration date of the compliance.
- Request for inspection to obtain a **Certificate of Clearance** is the responsibility of the **Contractor**, and **must be in writing**. No exceptions. Failure to obtain a Clearance results in the following actions by the State:
  - Permanent forfeiture of the bond to the State.

- The named Contractor will be assigned suppression liability, up to \$250,000, for a period of five years or until a Clearance is granted, for all fires that originate on or pass through the parcel described on the Compliance (IDAPA 20.04.02 –130.02, Contractor Liability).

“If the same wildfire occurs on or passes through several areas covered by separate Agreements, or if several Agreements cover the same area, the contractor shall be liable for the actual cost of suppression up to one million dollars (\$1,000,000).” (IDAPA 20.04.02 130.03, Failure to Treat)

- If slash is **piled**, it needs to be burned before it is eligible for final inspection.
- A burn permit is required for all open burning between May 10 and October 20 each year. Burn permits may be obtained at [burnpermits.idaho.gov](http://burnpermits.idaho.gov). There is no charge for burn permits. Be aware that large pile burning is usually restricted in the hot summer months and plan accordingly. Large pile burning is traditionally done in the wetter months of fall or spring. Slash piles can retain heat all through the winter and wet springs, and need to be checked frequently to ensure they do not escape during the summer or into the early fall.
- A Letter of Intent to Forfeit will be sent out before the expiration of the compliance. This letter will include directions on how to request an inspection. Early snow may prevent access to job sites in the fall, these inspections will be completed when conditions allow in the spring.
- Detailed directions and gate combinations or keys, are helpful to ensure a speedy inspection. If inspectors cannot find the job sites, delays can be expected.
- The Release of Cash Bond is based on:
  - All work has been completed satisfactorily,
  - The date the last load of logs was hauled to a mill,
  - The mill’s Hazard Reduction Payment Records to the state of Idaho.

Depending on the mill’s reporting schedule some bonds may take **more than 90 days to release**. Knowing the date of the last load of logs hauled to the mill and total volume will assist with processing.

- The IDL Fire Protective District or Association(s) should be notified of any changes to compliance. Examples are:
  - Address and phone (land line/cell) numbers.
  - If the decision is made to haul more than 25 MBF (4 loads) on an Option 1 Compliance.
  - If you leave a logging job before it is complete and someone else is going to finish it. (Requires additional paperwork.)

**Questions?**

**Call the office of the Idaho Department of Lands: (208) 769-1525.**