

**MEMORANDUM OF AGREEMENT**  
**Between**  
**IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY**  
**And**  
**IDAHO DEPARTMENT OF LANDS**  
**For**  
**SHARED STEWARDSHIP COLLABORATION**

THIS AGREEMENT is entered into by and between the State of Idaho Department of Environmental Quality, herein referred to as **IDEQ**, and the State of Idaho Department of Lands, herein referred to as **IDL**, acting through the respective Directors, and acting cooperatively, herein referred to collectively as the **Agencies**, to complete collaborative work to achieve Shared Stewardship goals.

**AUTHORITY:** IDL enters into this Agreement pursuant to authority granted to it in Title 58, Chapter 1, Idaho Code, and DEQ enters into this Agreement pursuant to authority granted to it in Title 39, Chapter 1, Idaho Code. Additionally, the authority for this Memorandum of Understanding (MOU) is established by Sections 67-2326 through 67-2333 and 67-2339, the Idaho Code and any other provisions of state or federal law or regulation that directly pertains to this MOU.

**1. PURPOSE:** The purpose of this Memorandum of Agreement (MOA) is to achieve Shared Stewardship goals by providing framework, setting procedures, and documenting cooperative efforts between IDL and IDEQ for water quality evaluation in response to management actions on federal, state, and private lands.

**2. OBJECTIVES:** Shared Stewardship is the concept of partners and stakeholders working together across shared landscapes and capitalizing on existing tools and authorities to set mutual goals and priorities and to help determine investments needed to achieve cross-boundary outcomes. To maximize the benefits of land management, Agencies and partners need to collaboratively engage in the Shared Stewardship of natural resources across jurisdictional boundaries to address natural resource challenges on a landscape scale. Shared Stewardship can increase the impact of restoration work and leverage the strengths of different organizations. This objective would also serve to meet the 2020 MOU signed by IDEQ, the United States Forest Service, and the United States Bureau of Land Management to implement a feedback loop between land management activities and effectiveness monitoring (included in Appendix C of the Idaho Nonpoint Source Management Plan<sup>1</sup>).

The intent of this MOA is to describe the process and define the guidelines whereby IDL and IDEQ will exchange staff capacity, project funding, and receipt of funding on agreed upon collaborative projects to achieve Shared Stewardship goals. The types of Shared Stewardship projects are diverse and can include multiple objectives and categories of work. IDL and IDEQ have very specific abilities, skills, and talents to plan and implement aspects of Shared Stewardship projects. When unable to provide the technical expertise and/or staff capacity the Agencies will contract needed work. By IDL and IDEQ working collaboratively, the Agencies will be able to meet

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<sup>1</sup> See <https://www2.deq.idaho.gov/admin/LEIA/api/document/download/15269>.

technical expertise and capacity gaps. This will enable both Agencies to provide enhanced services to partners, enhanced natural resource project impacts, and be more efficient with funding and staff.

### **3. IDL SHALL:**

- A. Provide technical assistance on forest management issues including but not limited to silviculture, logging system design, hazard abatement, fuels management, forest product sales and forest improvement.
- B. Develop a Scope of Work (SOW), see Section 8, with IDEQ prior to initiation of a collaborative Shared Stewardship project.
- C. Keep accurate records of expenses (personnel, travel, and materials) associated with completing agreed upon Shared Stewardship work within the SOW.
- D. Identify an IDL project lead, or replacement as needed, for the entirety of the Shared Stewardship cooperative project through development, data collection, planning, implementation, and monitoring.
- E. Prepare, sell, and administer "forest products sales" and forest improvement projects as agreed upon.
- F. Advise IDEQ employees in various facets of administration, timber sale, and forest project preparation, as required.
- G. Complete the necessary scaling, accounting, and billing and provide IDEQ with copies of all relevant sale contracts, scaling sheets, and contractor correspondence.

### **4. IDEQ SHALL:**

- A. Provide technical assistance on water quality management issues as agreed upon.
- B. Develop a Scope of Work (SOW), see Section 8, with IDL prior to initiation of a collaborative Shared Stewardship project.
- C. Keep accurate records of expenses (personnel, travel, and materials) associated with completing agreed upon Shared Stewardship work within the SOW.
- D. Identify an IDEQ project lead, or replacement as needed, for the entirety of the Shared Stewardship project through development, data collection, planning, implementation, and monitoring.
- E. As agreed to in the SOW, complete IDEQ tasks as specified in the SOW.
- F. Advise IDL employees in various facets of water quality management, as required.

- G. Coordinate for and represent IDEQ in any public forum that might be necessary regarding the respective sales.
- H. Complete the necessary progress tracking, accounting, and billing and provide IDL with copies of all relevant project contracts and contractor correspondence.

**5. THE AGENCIES SHALL:**

- A. The Agencies agree to meet annually to review and update the agreed upon Shared Stewardship collaborative project plans, Agency responsibilities, shared resources, SOWs, and project budgets. The objective of this meeting is to determine resource requirements for the upcoming season.
- B. Local IDL staff and IDEQ area staff involved with the Shared Stewardship projects shall meet as frequently as needed during active project operations.
- C. Collectively meet with and inform partners specified in the SOW bi-annually or as needed on collaborative Agency Shared Stewardship work, to report on current projects, identify project needs from partners, and identify new Shared Stewardship projects.

**6. FUNDS TRANSFER:** This section outlines a mechanism for exchanging funds between IDL and IDEQ for collaborative Shared Stewardship work.

- A. The Agencies may transfer appropriate funding multilaterally to complete work relevant to Agency expertise.
- B. Details of work identified for funds transfer will be outlined in each project SOW.
- C. The Agencies will keep accurate accounting of personnel, equipment and supply expenses used to complete collaborative Shared Stewardship work.
- D. Expense reports and funding requests in the form of invoices will need to be made bi-annually by January 1<sup>st</sup> and June 1<sup>st</sup> each year.
- E. Supporting documents, expense reports and contracts will need to be attached to the intercompany billing invoices.
- F. Pre-award costs incurred prior to the effective date of this agreement, necessary for efficient and timely performance of work are authorized. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of execution of the agreement and only with the written approval of the awarding agency.

**7. CAPACITY EXCHANGE:**

- A. The Agencies agree to exchange work capacity relevant to their expertise to complete Shared Stewardship projects, see Sections 3 and 4 for relevant expertise.
- B. Details of work capacity exchange will be outlined in each project SOW.

- C. Biannually by January 1<sup>st</sup> and June 1<sup>st</sup> each year expenses accrued by each Agency will be documented and reported to the Primary Contacts, see Section 9.
- D. The Agencies collaborative capacity costs will be compared and cross-referenced to each other. Like balances will be used to exchange capacity expenditures accrued by each Agency and Agencies will equal out final capacity balances. The difference between the capacity expenses statements will be invoiced to the other Agency for potential payment or agreed upon pro bono.

**8. SUPPLEMENTAL SCOPE OF WORK (SOW):** This MOA does not require either Agency to offer or accept any project proposals. Projects added to this MOA must be agreed upon by the Agencies through a specific SOW. At a minimum, a SOW must include:

- A. Language stating the SOW is part of this MOA and therefore subject to all MOA terms.
- B. A description of the project and agreed to activities. Requirements are further clarified in the SOW template (see attachment 1).
- C. A map and description of the project area, activities, and anticipated sampling sites, if applicable.
- D. A description of the desired project outcome(s).
- E. Dates, a timeline, and project deliverable(s) per work element.
- F. Designated representatives from each Agency and Cooperating Party to monitor respective responsibilities outlined in the SOW.
- G. A Budget and Financial Plan to identify each Agency's contribution, as applicable, for projects identified in the SOW.
- H. Any necessary land management or other restrictions to allow for project implementation and completion within the specified timeframes.
- I. Any necessary direction to the Cooperator to ensure compliance with appropriate laws and regulations to fulfill the terms of the SOW.
- J. Any necessary reporting requirements.
- K. Bilateral agreement of both Agencies, in writing, executed by the designated Signatory Officials.

**9. PRIMARY CONTACTS:**

- A. IDL: Jon Songster, GNA Bureau Chief  
Idaho Department of Lands  
3284 W Industrial Loop, Coeur d'Alene ID 83815  
[jsongster@idl.idaho.gov](mailto:jsongster@idl.idaho.gov)

(208) 666-8676 office  
(208) 659-9889 cell

B. IDEQ: Sujata Connell, Lewiston Water Quality Manager, GNA  
Idaho Department of Environmental Quality, Lewiston Region  
1118 F Street, Lewiston ID 83501  
[sujata.connell@deq.idaho.gov](mailto:sujata.connell@deq.idaho.gov)  
(208) 799-4874 office  
(208) 799-4370 regional office

**10. TERMINATION OF AGREEMENT:** This MOA may be terminated, in whole or part, as follows: When the Agencies agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. In the case of a partial termination, either Agency may terminate the agreement upon 30 days' written notice, setting forth the reasons for termination, effective date, and the portion to be terminated. If either Agency decides that the remaining portion of the MOA will not accomplish the purpose for which the MOA was made, either Agency may terminate the agreement upon 30 days' written notice in its entirety. Upon termination of the MOA, the Agencies shall not incur any new obligations for any SOW under the MOA after the effective date and shall cancel as many outstanding obligations as possible. The Agencies shall allow full credit to the other Agency for the other Agency's share of obligations that cannot be canceled and were properly incurred by the Agency up to the effective date of the termination. Excess funds shall be refunded within 60 days of termination.

**11. MODIFICATION:** Modifications within the scope of this MOA must be made by mutual consent of the Agencies, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made in writing, at least 30 days prior to implementation of the requested change. Neither Agency is required to fund any changes not properly approved in advance.

**12. AGREEMENT DURATION:** This agreement shall remain in effect for ten years from the date of final signature.

**13. AUTHORIZED REPRESENTATIVES:** By signature below, each Agency certifies that the individuals listed in this document as representatives of the individual Agencies are authorized to act in their respective areas for matters related to this MOA. In witness whereof, the Agencies have executed this MOA as of the last date written below:

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY

Jess Byrne, Director

Date

  
\_\_\_\_\_

4/12/2024

IDAHO DEPARTMENT OF LANDS

Dustin T. Miller, Director

Date

  
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4-10-24

**Attachment 1**  
**Scope of Work Template**

**STATE OF IDAHO**  
**DEPARTMENT OF ENVIRONMENTAL QUALITY (or LANDS)**  
**PROJECT NAME**

**REGIONAL OFFICE:**  
**PROJECT NAME:**  
**PROJECT COMPLETION DATE:**  
**PROJECT NOT TO EXCEED (NTE) AMOUNT: \$**

**1. LOCATION**

General Description of Location may include regional office managing the project and HUC/assessment units. Provide vicinity and project location maps as attachments, where applicable. Provide GPS locations and shape files to contractor, where applicable.

**2. DESCRIPTION OF WORK**

General Description of project intent, task orders, objectives, quality assurance needs, data sharing plan, and desired outcomes.

**3. MONITORING/MODELING SPECIFICATIONS**

Detailed monitoring /modeling work plan.

**4. COMPLIANCE**

Any necessary direction to the Cooperator to ensure compliance with appropriate laws and regulations. May include any relative project design criteria identified in state or federal standards or approved plans.

**5. ENVIRONMENTAL CONSIDERATIONS**

Additional restrictions, requirements, or considerations Cooperator must adhere to during implementation.

**7. PRE-WORK MEETING**

Describe any pre-work meeting requirements including timeline, representatives that need to be present, and what will be covered.

**8. CONTRACT ADMINISTRATION**

Describe how the contract will be administered. Identify any IDEQ, IDL, or USFS Contracting Officer Representatives (CORs) available for the project, their contact information, and their responsibilities.

**9. PERFORMANCE PERIOD**

Provide timeline on when work may commence and must be completed. Provide dates and contract expiration.

## **10. QUALITY ASSURANCE PROCESS AND ACCEPTANCE**

Identify who is responsible for project quality assurance and specific criteria for which quality assurance will be assessed and accepted. Provide description of how contractor will be notified of unsatisfactory work, and include a timeline to raise quality of work to an acceptable level.

## **11. PAYMENT**

Describe how payment will be made and at what rates (typically set forth in attached Financial Schedule). Identify method of invoice submission, where, how often, and contact information for itemized invoices to be sent.

## **12. INFORMATION**

Provide COR contact information for anyone seeking additional information.

**13. Any of the above template sections may be modified or sections added relative to the project Scope of Work.**

## Financial Plan

<b>SCHEDULE A</b>					
PROJECT NAME	DESCRIPTION	NUMBER OF UNITS	UNIT TYPE	PRICE PER UNIT	TOTAL EXTENDED AMOUNT
				\$	\$
<p>Any additional work required under this contract but not scheduled will be performed at the rates shown herein. An approved and signed contract modification will be required prior to starting additional work.</p> <p>In the case of math errors, the PRICE PER UNIT will be correctly extended and the corrected TOTAL EXTENDED AMOUNT will be the basis for award.</p> <p>NOTE: The quantities of work to be done under this contract as set forth in Schedule A have been estimated and may not be accurate in any or all particulars. They are only for the purpose of comparing on a uniform basis the quotes offered for the work under this contract. The Contractor understands and agrees that these are estimates only and that the State shall not be responsible for any claim of profits, loss of profit or for damages because of a difference between the estimated quantities of work to be done and the actual quantities ordered by the State.</p>					

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY      DATE  
 Sujata Connell, Lewiston Region, GNA

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IDAHO DEPARTMENT OF LANDS  
 Jon Songster, GNA Bureau Chief

DATE

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