



State of Idaho
Division of Occupational and Professional Licenses

BRAD LITTLE
Governor
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Administrator

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE DEPARTMENT OF ENVIRONMENTAL QUALITY
AND THE DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSES**

I. PURPOSE

This Memorandum of Understanding (MOU) is established between the Idaho Department of Environmental Quality (hereinafter “DEQ”) and the Division of Occupational and Professional Licenses (hereinafter “DOPL”). The purpose of this agreement is to facilitate the exchange of licensing information from DOPL to DEQ. DEQ will use this data to confirm that Designated Operators for Drinking and Wastewater Systems hold appropriate licenses corresponding to the System Classifications they manage.

II. AUTHORITY

Idaho Code section 67-2332 authorizes Idaho agencies to enter into agreements to perform any governmental service, activity or undertaking that each agency is authorized by law to perform.

III. RESPONSIBILITIES OF THE PARTIES

DOPL agrees to provide DEQ with limited licensee data from the Drinking Water and Wastewater Professionals Board (DWWP) database, excluding backflow assembly licenses. This data will allow DEQ to cross-reference their Designated Operators’ information. DEQ will not provide any data to DOPL.

Data exchanges will occur electronically, using a secure file transfer protocol (SFTP), or an equivalent security standard to ensure protection against unauthorized access. The data will be shared on a weekly basis, with the schedule subject to adjustment as agreed by both parties.

Except as required to comply with legal or regulatory obligations, DEQ will not retain, share, or use DOPL’s data beyond the purposes outlined in this MOU. The data will only be accessed by DEQ programmers or their supervisors responsible for managing the exchange process.

IV. NO AUTHORITY TO BIND OTHER PARTY

No party under this MOU shall have the authority to enter into contracts or agreements on behalf of the other party. All contracts or agreements shall be entered into on behalf

of the executing party or executed jointly by both parties. The procedures set forth in this MOU are intended for the sole use and benefit of the DEQ and DOPL. No third party or other State entity may rely on these procedures. Any failure of DEQ or DOPL to follow any or all of these procedures, or any future amendment or modification of these procedures, shall not establish any liability of the DEQ or DOPL to any third party or other entity of the State of Idaho.

V. LIMITATIONS

Nothing in this MOU shall be construed as limiting or expanding the statutory or regulatory responsibilities of the DEQ or DOPL in performing functions granted to them by law. Each and every provision of this agreement is subject to the laws and regulations of the state of Idaho and to the laws and regulations of the United States. This MOU sets forth the understanding of the parties in achieving a common purpose and is not intended to provide a basis for legal action upon breach of any of its provisions.

VI. PERIOD OF PERFORMANCE

This MOU becomes effective upon signature by authorized representatives of both parties. The agreement will remain in force for a period of three (3) years from the date of signature, unless terminated earlier by either party with thirty (30) days' written notice. In the event of termination or non-renewal, both parties will cease all activities under this MOU and return any shared data or property.

VII. ASSIGNMENT

The obligations under this MOU are to be performed solely by the parties and may not be assigned or subcontracted without the written consent of both parties.

VIII. AMENDMENTS

This MOU may be amended or modified only by a written agreement signed by authorized representatives of both parties.

IX. NOTICE

Any notice given in connection with this Agreement shall be in writing and shall be delivered either by email; by hand to the other party; or by certified mail, postage paid, return receipt requested to the addressee provided below. Either party may change its email or physical address by giving written notice of the change to the other party.

TO: Curtis Stoehr
Drinking Water Decision Support & Field Services Supervisor
Idaho Department of Environmental Quality
1410 N. Hilton St.
Boise, ID 83706


curtis.stoehr@deq.idaho.gov

TO: Jessica Spoja
Licensing Program Manager
Division of Occupational and Professional Licenses
11341 W Chinden Blvd.
P.O. Box 83720
Boise, ID 83720
jessica.spoja@dopl.idaho.gov

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY

By  Date 5/21/2025
Jess Byrne,
Director

DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSES

By  Date 5/28/25
Russell S. Barron,
Administrator

