



MEMORANDUM

TO: Jess Byrne, Director of the Department of Environmental Quality

THROUGH: Mary Anne Nelson, Surface and Wastewater Division Administrator at the Department of Environmental Quality

FROM: Kerry Neil, Wastewater Permits Bureau Chief at the Department of Environmental Quality

DATE: 12/15/2025

SUBJECT: Signature Request for Memorandum of Understanding Between the Department of Environmental Quality and the Oregon Department of Environmental Quality.

This routing memo requests your signature on a Memorandum of Understanding (MOU) between Idaho Department of Environmental Quality and the Oregon Department of Environmental Quality regarding collaboration and funding for development of a white paper on the application of recycled water to forested sites in Idaho and Oregon.

Idaho DEQ and Oregon DEQ have identified a shared need for technical guidance on the use of recycled water on forested sites. Interest in forested land application is increasing in both states, and existing regulatory frameworks do not consistently address the unique water quality, soil, and environmental considerations associated with these sites.

The purpose of this MOU is to formalize interagency collaboration and define roles, responsibilities, and funding commitments to jointly develop a technical white paper that can inform future permitting, policy discussions, and stakeholder engagement in both states. Under the MOU, Oregon DEQ will provide a one-time payment of twenty thousand dollars to Idaho DEQ to support contracting for development of the white paper. Idaho DEQ will serve as the contracting and project management agency, including issuing the solicitation and managing the selected contractor. Both agencies will participate equally in defining the scope of work, reviewing draft products, and accepting the final deliverable. Each agency will cover its own staff time and internal coordination costs. The final white paper will be co-owned by Idaho DEQ and Oregon DEQ and may be used and distributed by either agency.

Director signature is required to execute the MOU as it establishes an interagency agreement with another state agency, includes the transfer and management of funds, and commits Idaho DEQ to serve as the contracting entity for the white paper. Execution of this agreement will allow Idaho DEQ to proceed with receipt of funds and initiate the contracting process in calendar year 2026.



STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (IDAHO DEQ)
AND
THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (OREGON DEQ)
REGARDING COLLABORATION AND FUNDING AGREEMENT FOR WHITE PAPER
ON RECYCLED WATER APPLICATION**

1 PURPOSE:

This Memorandum of Understanding (MOU) is entered into by and between the Idaho Department of Environmental Quality (Idaho DEQ) and the Oregon Department of Environmental Quality (Oregon DEQ) (collectively, "the Parties") for the purpose of supporting the development of a white paper addressing the application of recycled water to forested sites in Oregon and Idaho.

The purpose of this MOU is to outline the roles, responsibilities, and financial commitments of both Parties in the development of a white paper concerning the use of recycled water on forested sites.

2 FINANCIAL AGREEMENT

Oregon DEQ agrees to provide a one-time payment of \$20,000 to Idaho DEQ for the purposes of soliciting a contract for the development of the white paper. Additional contributions may be provided if collaboration between Oregon and Idaho results in an expanded scope. The funding will contribute towards contract costs. Each agency will be responsible for covering its own staff time and internal costs associated with coordination of this effort.

3 COMMENCEMENT AND TIMELINE

Collaborative work will commence upon Idaho DEQ's receipt of the \$20,000 payment from Oregon DEQ. Oregon DEQ will assign a project contact to coordinate collaboration activities. Subject to timely receipt of funds, Idaho DEQ will initiate the contracting process for the white paper in calendar year 2026. This MOU will be in effect until the final deliverables are received and accepted from the selected contractor and the contract is closed.

4 ROLES AND RESPONSIBILITIES

Each Party shall designate one primary point of contact to serve as Project Co-Leads. The Co-Leads will be responsible for coordinating all project activities, facilitating communication between the Parties, and ensuring project milestones and deliverables are met.

Both Parties agree to participate actively in the development of the white paper, including contributing technical expertise, data, relevant policy context, and written content. Input from both states will be considered equally in shaping the scope, findings, and recommendations of the document.

The Parties will convene regular coordination meetings (monthly or as agreed) to review progress, resolve issues, and make joint decisions. Decision-making will be based on consensus wherever possible. Where consensus cannot be achieved, the Parties will engage the dispute resolution process outlined in this MOU.

State specific roles and responsibilities:

- Idaho DEQ:
 - Serve as the project manager and contracting agency for the development of the white paper including the development of a project plan and associated timelines.
 - Lead the solicitation process for the white paper contractor, including drafting and issuing the RFP.
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- Oregon DEQ:
 - Participate in drafting the scope of work for the white paper contract solicitation.
 - Participate in the review and selection of submitted bids for the white paper contract.
 - Participate in the review of interim work products during contract execution.
 - Participate in the review and acceptance of the final white paper product.

5 INTELLECTUAL PROPERTY AND USE

Upon completion of the white paper:

- Oregon DEQ shall be granted co-ownership rights with Idaho DEQ.
- Oregon DEQ and Idaho DEQ may use and distribute the final white paper as each deem appropriate.
- Oregon DEQ and Idaho DEQ may transfer ownership only with written consent of both parties.

6 MODIFICATION AND TERMINATION

This MOU may be modified in writing upon mutual agreement of both Parties. Either Party may terminate the MOU with 30 days written notice. In the event of termination, the Parties will work collaboratively to come to consensus and cease shared activities in an orderly manner. If a satisfactory vendor cannot be identified, and the Parties mutually agree to discontinue the guidance development activities, any unspent funds will be fully refunded.

7 DISPUTE RESOLUTION

In the event that one or more Parties expresses concern or dissatisfaction with the outcome of the joint white paper or its findings, the Parties agree to the following process to address and resolve such concerns:

- 1. Notification and Dialogue:**
The dissatisfied Party shall provide written notice to the other Party within 30 days of receiving the final white paper, specifying the basis for its concerns. Upon receipt of such notice, the Parties agree to convene a meeting—either in person or virtually—within 15 business days to engage in good-faith dialogue aimed at understanding and addressing the concerns raised.
- 2. Opportunity for Clarification or Addendum:**
The Parties will consider whether clarifying language, explanatory context, or a supplemental addendum can be mutually developed and appended to the white paper to reflect differing perspectives without altering the integrity of the document.
- 3. Escalation to Senior Officials:**
If the concerns cannot be resolved through initial discussions, the matter shall be elevated to the designated senior official(s) from each Party for further negotiation. This step must occur within 30 calendar days of the initial dialogue.
- 4. Voluntary Mediation:**
If senior-level discussions do not result in resolution, the Parties may, by mutual agreement, engage a neutral third-party mediator to assist in resolving the dispute. Mediation shall be non-binding unless otherwise agreed in writing.

5. Preservation of Participation:

Unless and until a Party withdraws from this MOU in accordance with the termination provisions herein, all Parties agree to continue their participation in good faith and refrain from public statements or actions that would undermine the collaborative nature of the project or the legitimacy of its outcomes.

6. No Waiver of Sovereignty or Legal Rights:

Participation in this dispute resolution process does not constitute a waiver of any Party's legal rights or authorities.

8 SIGNATURES

This MOU is entered into voluntarily and with full understanding of the terms outlined above.

For Idaho DEQ

Name: Jim Bejune

Title: Director

Date: 12/22/2025

For Oregon DEQ

Name: Bri B

Title: Assistant Director

Date: 12/14/2025