

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE IDAHO DEPARTMENT OF WATER RESOURCES AND
THE SOIL AND WATER CONSERVATION COMMISSION**

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of _____, 2026, by and between the Idaho Department of Water Resources (“Department” or “IDWR”), and the Idaho State Soil and Water Conservation Commission (“Commission” or “SWC”), collectively referred to herein as the “Parties” or individually as “Party.”

RECITALS

- A. The laws of the State of Idaho establish the Department and the position of Director to administer and oversee its operations. The powers, duties, and responsibilities of the Department are primarily set forth in Idaho Code, Title 42, with the powers and duties of the Director set forth principally in Chapters 17 and 18.
- B. The laws of the State of Idaho establish the Commission. The powers, duties, and responsibilities of the Commission are set forth in Idaho Code, Title 22, Chapter 27.
- C. During the 2026 legislative session, the Idaho Legislature enacted House Bill 503, which was signed into law by the Governor and established the Commission within the Department.
- D. During the 2026 legislative session, the Idaho Legislature adopted Senate Concurrent Resolution 115 ("SCR 115"). SCR 115 supports consolidating the Department and the Commission to improve the efficiency and effectiveness of state government. The resolution further encourages the Governor, the Idaho Association of Soil Conservation Districts, the Legislature, and the Director to collaborate to ensure that: (1) the core missions of the Department and the Commission remain intact; and (2) the consolidation preserves the Commission's voluntary, non-regulatory mission and its partnership-based support of Idaho's conservation districts.
- E. Idaho Code §§ 67-2332 and 67-2333 authorize public agencies to enter into agreements for the joint exercise of powers and the performance of governmental services, activities, or undertakings that each agency is otherwise authorized by law to perform.
- F. Consistent with applicable law and the State of Idaho's policy objective of improving governmental efficiency through the integration of the Department and the Commission staff and operations, the purpose of this MOU is to establish a framework for coordination and collaboration between the Parties in furtherance of their individual and shared missions and objectives.
- G. This MOU cannot supersede state law nor transfer or modify the statutorily defined authorities of the Department or the Commission.

AGREEMENT

The Department and the Commission agree as follows:

1. Definitions

- a. **SWC Bureau Chief.** The non-classified position within the Department that will lead the Soil and Water Conservation Bureau. The SWC Bureau Chief will be a member of the Department's Senior Management Team and serves as the Commission's Executive Director.
- b. **Chairman.** The Chairman of the Soil and Water Conservation Commission.
- c. **Classified Employee.** A position in state agencies subject to Title 67, Chapter 53, Idaho Code, as defined therein, excluding temporary and nonclassified appointments.
- d. **Commission and SWC.** The Idaho State Soil and Water Conservation Commission, as defined in Section 22-2718, Idaho Code.
- e. **Department and IDWR.** The Idaho Department of Water Resources.
- f. **Director.** The director of the Idaho Department of Water Resources.
- g. **DHR.** The Idaho Division of Human Resources ("DHR") is a separate state agency, not part of the Department or the Commission.
- h. **Executive Director.** The senior-most manager for the Commission, and the person chiefly responsible for ensuring the Commission achieves its goals and fulfills its mission.
- i. **Non-classified Employee.** A position in state agencies subject to Title 67, Chapter 53, Idaho Code, as defined therein, exempt from classified service that is responsible for "executive functions" within state agencies.
- j. **OITS.** The Office of Information Technology Services ("OITS") is a separate state agency, not part of the Department or the Commission.
- k. **SWC Bureau.** The Soil and Water Conservation Bureau, created by the Department within its agency organization, with programmatic direction by the Commission, consisting of Department employees assigned to support the Commission in carrying out its statutory obligations.

2. Department

The Department agrees to provide the following services to the Commission:

- a. Consistent with Idaho Code, § 67-2402, the Department shall establish within its organizational structure a SWC Bureau. The Bureau shall comprise Department employees assigned to support the Commission in carrying out its statutory duties and responsibilities, and shall implement the Commission's programmatic direction.
- b. The Department will assign an employee to be the SWC Bureau Chief to lead the SWC Bureau, and that employee will serve as the Executive Director of the Commission. The SWC Bureau Chief will be responsible for delivering Commission programs and services, managing the day-to-day operations of the SWC Bureau, and managing all employees within the SWC Bureau.
- c. In addition to the SWC Bureau Chief, the Department will assign such additional part-time or full-time classified employees as are necessary to support the technical and programmatic functions of the Commission.
- d. The Department agrees to deliver the following combined support services: Payroll and timekeeping management, financial accounting and reporting, procurement and contracting support, and Geographical Information System (GIS) support.
- e. The Department will provide office space as necessary for SWC Bureau employees to support the Commission.
- f. The Department will provide Department vehicles for use by SWC Bureau employees to support the Commission
- g. The Department will provide all necessary equipment and facilities for SWC Bureau employees to support the Commission.

3. Commission

The Commission agrees as follows:

- a. To retain exclusive authority for its priorities, policies, and programs.
- b. To provide clear directions and guidance to the Director as necessary to ensure the efficient support of the Commission by the Department. Guidance shall be provided for the following Commission programs: all conservation, loan, and cost-share programs, including the Conservation Reserve Enhancement Program and the Water Quality Program for Agriculture; all Total Maximum Daily Load responsibilities; the Idaho Agricultural Pollution Abatement Plan; the Antidegradation Plan; all conservation district support functions; determination of funding priorities; and all other existing statutorily authorized duties and contractual responsibilities.

- c. To establish any necessary work plans, program policies, strategic objectives, and performance metrics.
- d. To identify budget enhancements needed to support the Commission's priorities, programs, statutory duties, and contractual responsibilities, including funding and full-time equivalent positions. In coordination with the Director, the Commission shall provide justification for such requests and support the Department's presentation of those requests to the Governor's Office, the Division of Financial Management, the Legislature, and other appropriate policymakers.
- e. To collaborate with the Director in hiring the SWC Bureau Chief.

4. **Department and Commission**

The Parties mutually agree:

- a. To collaborate in good faith, as appropriate when roles or goals align, to support and enhance each agency's respective missions.
- b. To work collaboratively towards producing annual Strategic Plans and Performance Reports, a combined agency budget, agency representation to the Legislature, and other executive functions of State Government.
- c. To hold regular coordination meetings between the Commission, the Director, and the Executive Director. Such regular meetings may occur as part of a formal Commission Meeting or independently.
- d. Each agency may retain its respective branding, logos, websites, and email addresses.
- e. The number of full-time equivalent ("FTE") positions provided to the Commission by the Department is contingent on the Department's budget, as authorized and funded by the Idaho Legislature. Department non-classified or classified state employees assigned to support the Commission under this MOU shall be compensated consistently with the laws of the State of Idaho, the rules of the DHR, and the Department's compensation policies. Furthermore, such employees shall receive an annual change in employee compensation ("CEC") to their base salary, including any conditional merit increase, when approved by the Idaho Legislature and enacted into law, consistent with DHR rules and compensation policy, as well as the Department's compensation policies.
- f. To cooperate in the development, preparation, and submission of budget requests in accordance with applicable law, guidance issued by the Governor's Office, the Division of Financial Management, and other authorized entities, and all legislative requirements. The Parties further agree to cooperate in implementing enacted budgets in a manner consistent with legislative intent, applicable laws, and administrative

requirements.

- g. The Department shall not be required to provide funding, personnel, FTE positions, or services beyond the level supported by legislative appropriation. If any funding reduction by the Legislature reduces the resources available to the Department for performance under this MOU, the level of personnel, services, and support provided to the Commission may be reduced, consistent with legislative direction reflecting the reduction in available funding. The Director and the Commission will work collaboratively to implement reductions within the agency that affect the Commission's programs and services.
- h. Department non-classified or classified state employees, assigned to the SWC Bureau, will primarily perform duties necessary to fulfill Commission duties and responsibilities. Such employees shall not support Department activities that enforce compliance with Title 42, Idaho Code.
- i. DHR is responsible for Human Resource support functions as detailed in the DHR-IDWR Service Level Agreement.
- j. OITS is responsible for IT support functions as detailed in the OITS-IDWR Master Level Agreement.
- k. Employees of the Department are protected by and must adhere to all Department policies and procedures and the rules and laws of the state of Idaho.
- l. To support the Commission's preference to co-locate state employees within the United States Department of Agriculture – Natural Resources Conservation Service ("USDA-NRCS") or conservation district facilities, when such co-location comes at no cost to the Department, or at a low cost that can be met within the existing budget, and is established in mutual agreements between the Department, the USDA-NRCS, or a conservation district.
- m. Nothing in this MOU will act to change, modify, or release either Party of any obligation or responsibility otherwise provided by contract or by law.

5. Selection and Hiring of the SWC Bureau Chief

The Parties agree to the following provisions regarding the selection, hiring, and direction of the SWC Bureau Chief:

- a. The Department will coordinate with DHR and perform all administrative services necessary for job advertisement, recruitment, and hiring processes.
- b. Upon completion of the recruitment process, the Director shall provide the Commission with the qualified applicant pool. The Commission shall identify

applicants for interview.

- c. The Director, the Commissioners of the Commission, and other members of the hiring team will conduct interviews. Interview participants will confer and jointly identify a mutually acceptable candidate from among those interviewed to serve as the SWC Bureau Chief.
- d. The Director will make the final hiring in accordance with state laws, personnel policies, and hiring requirements.
- e. In conducting annual performance evaluations and other supervisory responsibilities required by state law, the Director shall consult with the Commission.
- f. Before implementing a formal improvement plan or taking disciplinary action involving the SWC Bureau Chief, the Director shall consult with the Commission except when immediate action is required by law or policy.
- g. In the event dismissal of the SWC Bureau Chief is necessary, the Director will provide the Commission with as much notice as the circumstances surrounding dismissal allow.

6. Records, Confidentiality, and Information Sharing

- a. The Parties acknowledge that certain programs, records, and information maintained by either Party may contain confidential, exempt, privileged, or otherwise sensitive information, including personal information protected by federal or state law. Consistent with applicable law and best business practices, access to such records and information shall be limited to employees and agents whose official duties require such access for a legitimate business purpose.
- b. The Parties agree to implement and maintain administrative, technical, and physical safeguards, to ensure that access to electronic and physical records is granted only to personnel with a demonstrated business need. Employees who do not have a direct business need to access specific records, files, databases, or information systems should not be granted access privileges to such records or systems.

7. Term and Termination

- a. This MOU shall become effective when the Idaho Legislature enacts all statutory changes necessary to implement it. The MOU will continue each fiscal year thereafter and can be terminated upon at least one year's prior written notice by either Party following consultation with the Governor's Office.
- b. This MOU may be amended by mutual agreement and authorized signature of the Parties.

The parties have executed this MOU, which shall be effective on the Effective Date defined above.

Idaho Department of Water Resources

Mathew Weaver, Director

Idaho Soil and Water Conservation Commission

Erik Olson, Chairman