

MEMORANDUM OF AGREEMENT

BETWEEN THE STATE WATER RESOURCES CONTROL BOARD AND THE CALIFORNIA WATER ENVIRONMENT ASSOCIATION

Regarding

TRAINING REGARDING REQUIREMENTS SET FORTH IN GENERAL WASTE DISCHARGE REQUIREMENTS FOR SANITARY SEWER SYSTEMS

This Memorandum of Agreement (MOA) memorializes the understanding of the State Water Resources Control Board (State Water Board) and the California Water Environment Association (CWEA) (collectively, the Parties) regarding training of representatives of sanitary sewer system agencies regarding compliance with Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, State Water Resources Control Board Order No. 2006-0003 (the WDR).

Recitals

- (a) The WDR requires publicly owned sanitary sewer systems of over one mile in length to, among other things, report sanitary sewer overflows (SSOs) using an online database owned and maintained by the State Water Board and develop and implement Sewer System Management Plans (SSMPs).
- (b) The WDR includes a Sewer System Management Plan Time Schedule (the "SSMP Schedule") in Section D.15 of the WDR, and provides, in footnotes 1 and 2 to the SSMP Schedule (the "Footnotes"), that various deadlines under the SSMP Schedule will be extended in the event that by July 1, 2006 the Executive Director of the State Water Board is able to execute a memorandum of agreement with CWEA outlining a strategy and time schedule for CWEA or another entity to provide statewide training, as further described in the Footnotes.
- (c) The Parties estimate that 1,350 to 1,500 sanitary sewer system agencies must comply with the WDR, and that approximately 2,700 to 4,000 individuals may seek to participate in the WDR training.
- (d) The Parties agree that training of sewer system agency representatives regarding SSO reporting and SSMP development will assist in achieving compliance with requirements of the WDR.
- (e) The Parties agree that a Training Program should be designed to achieve the following goals:
 - Help to ensure successful implementation of the WDR within the time schedule outlined in the WDR, as modified by WDR footnotes 1 and 2;
 - Facilitate collection of consistent, accurate, and timely data using the State Water Board on-line reporting system;
 - Facilitate timely development of effective SSMPs; and

Reduce the volume of inquiries to the State Water Board from sanitary sewer system agencies regarding WDR interpretation and compliance.

II The Training Program

A. Goals

The Parties agree that the training should be designed and implemented using best practices of adult learning to provide participants with:

- A general understanding of the WDR requirements.
Skills to report data using the State Water Board electronic reporting system, including understanding database fields and what constitutes valid values, definitions of terms, and an overview of methods of gathering the data that must be reported.
Knowledge of the Monitoring and Reporting Program (MRP), including roles and responsibilities for data submitters and Enrollees' authorized representatives, reporting requirements, definition of terms, report declarations, required information, and mandated timeframes.
Knowledge of the components and timeframes for SSMP development and implementation.

B. Key Training Elements

The parties agree that the training program shall include the following components:

- An overview presentation of key WDR requirements.
- Hands-on exercises or examples and demonstrations of the data base functionality.
A training manual for each attendee that meets the training goals above.
An evaluation tool to gauge training program effectiveness and to provide a basis for modifying the training program as needed to improve effectiveness.
An application interface simulation on compact disc for each participant.
A feedback mechanism to relay significant questions that come up during the training sessions to the State Water Board so that they can be addressed in a Question and Answer document and/or by modifying the online database.

C. Compliance with WDR Footnotes.

The State Water Board agrees that this MOA complies with the requirements set forth in the Footnotes, and that the deadlines described in the SSMP Schedule are extended as described in the Footnotes.

III. Roles and Responsibilities of the Parties

A CWEA shall do all of the following:

Develop and execute a Work Plan to meet training objectives, including selection and training of trainers, arrangement of training venues, outreach to and notification of sanitary sewer agencies regarding training locations, dates and times, registration of participants and other tasks necessary to conduct the training in a timeframe that will comply with the compliance schedule outlined in the WDR and modified by WDR Time Schedule footnotes 1 and 2. After the time period encompassed by the compliance schedule, continue to offer training on a periodic basis at CWEA's regularly scheduled conferences. Provide an informational copy of the Work Plan to the State Water Board by August 15 and periodic updates thereafter.

Employ best efforts to provide training to all interested sanitary sewer system agencies.

- Develop presentations needed to meet "training goals" described above.
- Develop a training manual to meet "training goals" described above.
- Develop and administer an "evaluation tool" as described in the "key training elements" above
- Work closely with the California Association of Sanitation Agencies, the Bay Area Clean Water Agencies, the Central Valley Clean Water Association, the Southern California Association of POTWs, the League of California Cities, the California Rural Water Association, and the Regional Water Boards to maximize outreach and participation in training events.

Provide periodic feedback to the State Water Board regarding the need for modifications to the database and Question and Answer Guidance identified during the training sessions.

Provide periodic updates to the training materials based on timely feedback from the State Water Board on the quality of the inputs into the online reporting system.

- Provide periodic updates and improvements to the training methods and materials based on evaluation results from completed training sessions. Develop an application interface simulation on compact disc as described in "key training elements" above.

CWEA retains all right, title and interest in and to the training materials, including derivative works made therefrom, whether or not protectible under U.S. Copyright law, with the exception of the Question and Answer Guidance document. CWEA grants a non-exclusive perpetual license to the State Water Board to use the training materials for the sole and exclusive purpose of training State Water Board and Regional Water Board staff.

B. The State Water Board shall do all of the following:

- Modify the database, as appropriate and subject to resource constraints, to include error management tools and to address additional recommendations based on CWEA input. The State Water Board will provide CWEA an estimate of the priority and a schedule for its suggested data base improvements.

Provide CWEA and its contractors access to information before and during the course of the training in order for CWEA to produce and update a current application interface simulation.

Provide CWEA and its contractors access to the online database sandbox environment for testing and training, as well as supporting documentation on the database. The State Water Board has absolute rights to deny, restrict, or revoke any person's access to the online database and all its environments under any circumstances.

- Commit staff resources to review training materials and provide timely feedback, including providing assistance as needed in interpreting the intent of the WDR in order that the training materials may reflect this intent.

Employ best efforts to provide training venues at each of the nine (9) regional water boards and to identify key staff within each of the nine (9) regional water boards who will be responsible for overseeing compliance with the WDR in order that CWEA can target their participation in the training.

- Develop a Question and Answer Guidance Document for understanding and interpreting the WDR and update as appropriate.

Provide a functional and responsive help desk to receive and respond to inquiries from agencies regarding the WDR.

Provide timely feedback to CWEA on the quality of the inputs into the online reporting system.

Post on the State Water Board website a brochure developed by CWEA announcing that there will be upcoming training on the WDR requirements.

- Provide agency contact information to CWEA on a timely basis.

IV. Funding

- (a) The Work Plan shall include a budget and funding plan for implementation of the Training Program.
- (b) CWEA may contract with other associations and consultants as reasonably necessary to carry out the purposes of this MOA.

V. Disclaimer of Guarantee

Nothing in this MOA shall be construed as a promise or guarantee by CWEA regarding the interpretation of the training materials by the participants, nor for the actions of the participants in actual data entry or compliance with the WDR.

VI. Term

This MOA will terminate 18 months from the date of execution by the Parties unless extended by mutual consent of the Parties.

VII. Amendments

This MOA may be amended at any time with the written approval of both Parties.

Date: June 27 2006

STATE WATER RESOURCES CONTROL BOARD



CELESTE CANTU, EXECUTIVE DIRECTOR

Date: June 7, 2006

CALIFORNIA WATER ENVIRONMENT
ASSOCIATION



PAULA A. ZELLER, PRESIDENT