

MEMORANDUM OF AGREEMENT

BETWEEN THE STATE WATER RESOURCES CONTROL BOARD AND THE CALIFORNIA STORMWATER QUALITY ASSOCIATION

Regarding

TRAINING REQUIREMENTS SET FORTH IN GENERAL WASTE DISCHARGE REQUIREMENTS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FOR DISCHARGES OF STORM WATER ASSOCIATED WITH CONSTRUCTION ACTIVITIES, ORDER NO. 2009-0009-DWQ

This Memorandum of Agreement (MOA) memorializes the understanding of the State Water Resources Control Board (State Water Board) and the California Stormwater Quality Association (CASQA) (collectively, the Parties) regarding training of Qualified Developers and Practitioners of Storm Water Pollution Prevention Plans (SWPPPs) required for compliance with State Water Board Order No. 2009-0009-DWQ, the Construction General Permit (CGP) for Storm Water Discharges Associated with Construction Activities.

I. Recitals

- (a) The CGP requires that all entities subject to the permit (dischargers) are required to appoint two positions – the Qualified SWPPP Developer (QSD) and the Qualified SWPPP Practitioner (QSP) – who must obtain appropriate training.
- (b) The CGP specifies the minimum qualifications for the QSD/QSP (“Training Qualification and Certification Requirements”) in Section VII of the CGP.
- (c) The CGP requires that the QSD and QSP attend a State Water Board-sponsored or approved QSD or QSP training course within two years from the date of adoption of the CGP (i.e., before September 2, 2011).
- (d) As of December 9, 2009, 15,510 construction projects were active in the state. At any given time, the State Water Board estimates that 12,000 to 17,000 construction sites are covered under the CGP.
- (e) Since early 2008, key representatives of the State Water Board and CASQA have led the CGP Training Team, which is a collaborative group made up of stakeholders and their representatives (e.g., Regional Water Boards, CASQA, construction managers, the development community, linear project managers, academics, etc.). The State Water Board plans to continue to lead and support the CGP Training Team.

- (f) One function of the CGP Training Team is to develop the QSD/QSP Training Program, which CASQA will lead.
- (g) The CASQA QSD/QSP Training Program constitutes a State Water Board-approved QSD and QSP training course, pursuant to the CGP.
- (h) CASQA will lead further development and administration of the QSD/QSP Training Program, and the CGP Training Team will provide oversight and guidance.

II. QSD/QSP Training Program

- (a) Program Goals: The Parties agree that the QSD/QSP Training Program will help to achieve the following goals:
 - 1. Compliance with the CGP;
 - 2. Protection of California's waters from storm water discharges associated with construction activities; and
 - 3. Fair, firm and consistent, statewide enforcement of the CGP.
- (b) The Parties agree that all candidate QSDs/QSPs that have attended a course in the Training Program must take an examination, which staff of the State or Regional Water Boards will provide, schedule, and proctor.
- (c) The Parties agree that a centralized database of QSDs and QSPs (who have successfully completed the QSD/QSP training course and related requirements) is necessary.
- (d) The Parties agree that a separate centralized database of qualified instructors to provide QSD/QSP training (hereinafter referred to individually in this MOA as “Trainer of Record” or “ToR”) is necessary.
- (e) Only CASQA and the State Water Board will have access to modify the centralized databases in (c) and (d) above.
- (f) The Parties agree that a public web site providing information and resources related to the QSD/QSP Training Program is necessary.
- (g) The Parties agree that CASQA will oversee and maintain both databases as well as the public web site.

III. QSD/ QSP Training Courses

- (a) Course Objectives and Content Areas: The Parties agree that the QSD/QSP training courses shall include a minimum of 16 hours instruction time and shall be

designed and implemented to provide participants with, at a minimum, knowledge and guidance of the following:

1. A better working knowledge of provisions and practical application of the CGP requirements.
2. A thorough understanding of the QSD/QSP roles and responsibilities.
3. General knowledge of erosion and sediment control theory and best practices to control sediment discharges.
4. Knowledge needed to design and direct the CGP's monitoring requirements.
5. Guidance for preparation of SWPPPs, Rain Event Actions Plans (REAPs), and other documents that may be required for CGP compliance.
6. Guidance for effective implementation of Best Management Practices (BMPs) as set forth in the CGP.
7. Guidance on how to conduct non-stormwater and stormwater visual observations, sampling and analysis.
8. Guidance for preparation of permit registration documents (PRDs) and use of the State Water Board's electronic reporting system (SMARTS).
9. An overview presentation of the CGP requirements and regulatory intent/background.
10. A refresher for participants on the types of erosion, causes of erosion, and factors influencing erosion rates.
11. A refresher for participants on the implementation of effective erosion and sediment control BMPs.
12. Education for participants on how and when to conduct site inspections as required by the CGP.
13. Education for participants on how and when to develop and update SWPPPs and REAPs as required by the CGP.
14. Education for participants on how to comply with the monitoring and other specialized requirements in the CGP.

(b) Training Course Instructors: The Parties agree that:

1. CASQA shall approve all instructors for the QSD/QSP training courses covered by this MOA to be a Trainer of Record;
2. Trainers of Record are responsible for further development and refinement of the basic training curricula and materials provided by CASQA; and
3. CASQA has the right to revoke the qualification status of a Trainer of Record based on criteria.

IV. Roles and Responsibilities of the Parties

(a) CASQA shall do all of the following:

1. Web Site – Develop, publicize and maintain a web site to inform the public about the QSD/QSP Training Program, and link it to the State Water Board’s web site.
2. Trainers of Record – Administer the process to qualify Trainers of Record, including tasks such as:
 - Establish selection criteria for Trainers of Record.
 - Develop and post a Request for Qualifications (RFQ) on the web site and respond to questions from prospective trainers. Repeat the process at intervals determined by the CGP Training Team.
 - Establish a committee to review Statements of Qualifications (SOQs) and make recommendations for selection to CASQA’s Board of Directors.
 - Select and notify candidate Trainers of Record.
 - Conduct mandatory Trainer of Record orientation workshops.
 - Create an ethics/compliance agreement and facilitate candidates signing the agreement before they can receive Trainer of Record status.
 - Develop, maintain, and post on the web site for public access, a centralized database of Trainers of Record.
 - Establish a process and frequency to periodically evaluate/investigate Trainers of Record for maintenance of minimum qualifications and/or to respond to complaints.
 - Seek funding and establish fees to cover the cost of conducting the work described above, and any other tasks deemed necessary.
 - Revoke a Trainer of Record’s qualification status, if necessary.
3. QSD/QSP Training –
 - Regularly assess, and update as needed the minimum QSD/QSP Training Program content requirements.
 - Develop, maintain and post on the web site, a centralized database of QSDs and QSPs who have successfully completed the appropriate training course as required by the CGP and passed the examination (discussed *infra*).
 - Determine a process and frequency for QSD/QSP renewal and periodic evaluation of qualifications as needed.
 - Seek funding and establish fees to cover the cost of conducting the work described above, and any other tasks deemed necessary.
4. QSD/QSP Exam – Participate in the development of the exam content (described *infra* in this MOA) and administer the process to score exams and notify candidates. Conduct the following tasks:
 - Process, correct and score exams received from the State Water Board.
 - Notify exam-takers of their results and address questions.

- Issue QSD/QSP certificates to those passing the exam (names of certificate-holders will be placed on the web site, as discussed above).
5. CGP Training Team – Assist the State Water Board with leading the CGP Training Team by continuing to facilitate meetings of the CGP Training Team, including preparing agendas and meeting summaries, and arranging for guest speakers as needed.

(b) The State Water Board shall do all of the following:

1. Advertise the availability of the web site (and key updates, such as the posting of Trainer of Record RFQ and Trainer of Record/QSD/QSP lists described above) through the LYRIS networks.
2. Assist in identifying training needs to improve the QSD/QSP Training Program.
3. Continue to commit staff resources to and lead the CGP Training Team and participate in its committees.
4. Commit staff resources to and review training course materials and provide timely feedback, including providing assistance as needed in interpreting the intent of the CGP such that the training materials may reflect this intent.
5. Commit staff resources to and create/present training content, including representative photos for the Trainers of Record to use, inspection/enforcement case studies, and content related to background/intent of the CGP and the SMARTS program.
6. Work with the nine Regional Water Boards to commit appropriate staff resources to and participate in/provide speakers for QSD/QSP training courses offered in their regions.
7. Commit staff resources to and participate in orientation workshops for the Trainers of Record and training for State/Regional Water Board staff.
8. QSD/QSP Exam – Participate in the process to develop the QSD/QSP examination and administer the delivery process. Work with a committee of the CGP Training Team to conduct the following tasks:
 - Describe the examination process.
 - Write questions related to each training module.
 - Address need to rotate questions on exams.
 - Determine length of exams.
 - Beta-test the exams prior to delivery.

Commit staff resources to, advertise and proctor at least 12 QSD/QSP examinations per fiscal year, at locations distributed throughout the State

Explore a “test-out” option¹ for professionals seeking to become QSDs/QSPs who did not attend the QSD/QSP Training Course described in this MOA. CASQA shall recover all costs associated with offering a test-out option if this is offered. Also, the test-out option may only be offered on an as-needed basis and could include an entirely different examination, to be determined by the CGP Training Team.

9. Commit staff resources to and lead investigations regarding complaints against ToRs, QSDs, and QSPs and report this information to CASQA within 30 days of completion.
10. Establish procedures consistent with CASQA's ToR procedures for selection of instructors for any "State Water Board-sponsored" QSD or QSP training provided by the State or Regional Water Boards.
11. Assist CASQA to seek funding to cover the cost of conducting any work that cannot be funded by fees, or to help reduce fees and make them as reasonable as possible for the regulated community.

V. Ownership of Documents

CASQA and the State Water Board shall jointly retain all right, title and interest in and to the training materials developed in connection with this MOA from this date forward, including all intellectual property rights and any derivative works made or derived from the training materials, whether or not protected under U.S. Copyright or trade secret law. Neither CASQA nor the State Water Board shall transfer, pledge or convey any interest in the training materials to any third party without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Both CASQA and the State Water Board shall take all reasonably necessary actions, at their sole cost and expense, to confirm the other party's rights, title and interests in and to such training materials upon the other party's reasonable written request.

VI. Disclaimer of Guarantee

Nothing in this MOA shall be construed as a promise or guarantee by CASQA or the State Water Board regarding the substance of either the training materials, or the application or interpretation of the training materials by any third party, including any participants in the Training Program. CASQA specifically

¹ A test-out option is defined as the option for a candidate QSD/QSP to take the examination without taking an approved course.

disclaims any liability to the State Water Board or any third party for any third parties' compliance or failure to comply with the CGP.

VII. Term

This MOA will terminate upon the reissuance of State Water Board Order No. 2009-0009-DWQ, unless extended by mutual consent of the Parties.

Amendments

The Parties agree that should funding to carry out the roles and responsibilities of either party become insufficient, the Parties agree to mutually reconsider the terms and conditions of the MOA. This MOA may be amended at any time with the written approval of both Parties.

7/16/10

STATE WATER RESOURCES CONTROL BOARD



Dorothy Rice, EXECUTIVE DIRECTOR

7/16/10

**CALIFORNIA STORMWATER QUALITY
ASSOCIATION**



Geoff Brosseau, EXECUTIVE DIRECTOR