DELEGATION AGREEMENT

Between

Arizona Department of Environmental Quality

And

Navajo County, hereinafter, County, a political subdivision of the State of Arizona, acting by and through the Navajo County Department of Public Works

Delegation Agreement # EV12-0059

Whereas, Arizona Revised Statutes (A.R.S.) § 49-107, authorizes the Director of the Arizona Department of Environmental Quality (ADEQ) to delegate to a local environmental agency, or county health department, any functions, powers, and duties, hereinafter, Functions and Duties, which the Director believes can be competently, efficiently, and properly performed by the local environmental agency, or county health department and

Whereas, the Navajo County Department of Public Works is the local environmental agency or county health department, hereinafter, LA, as set forth in A.R.S. § 49-107, and

Whereas, A.R.S. §§ 11-201(A)(3) and 11-952 authorize the County Board of Supervisors (and by delegation the LA, where the LA is a local environmental agency or health department) to enter into contracts as necessary to assist LA in exercising its powers, and

Whereas, the LA deems that it is in its best interests to accept such delegation,

Therefore, the Director of ADEQ delegates to the Navajo County Department of Public Works as LA, and the LA accepts the delegation of those Functions and Duties described in the Appendices of this Delegation Agreement, hereinafter Agreement, (Appendix A of this Agreement for Wastewater and Drinking Water Delegations, Appendix B of this Agreement for Solid Waste Delegations, Appendix C of this Agreement for Air Quality Delegations and Appendix D of this Agreement for Hazardous Waste Delegations) on behalf of ADEQ and in accordance with the terms and conditions specified in this Agreement.

A. DELEGATED FUNCTIONS AND DUTIES

The Functions and Duties that are delegated to the LA by this Agreement are identified in Sections A through N, and in Appendices A, B, C and D of this Agreement. ADEQ statutes, rules, policies and guidance shall be used in implementing the delegated Functions and Duties. The Functions and Duties not specifically delegated by this Agreement are retained by ADEQ.

B. STANDARDS OF PERFORMANCE

1. The standards of performance required of the LA to perform the delegated Functions and Duties and to fulfill the terms of this Agreement are those provided by statute and duly adopted rule, and are generally the same as those required of ADEQ personnel. The performance of the delegated Functions and Duties by the LA shall conform to ADEQ statutes, rules, policies and guidance. Program-specific standards of performance are identified in the Appendices of this Agreement.

2. ADEQ shall provide the LA with periodic training upon the request of the LA.

3. ADEQ shall provide operating guidance for use in implementing the terms of this Agreement concurrent with the execution of this Agreement. ADEQ will use its best efforts to provide the LA with new and/or updated guidance prior to or shortly after the effective date of the guidance. The guidance shall, at a minimum, include Engineering Bulletins, program guidance memoranda, substantive policy statements, copies of all applicable forms, policies and procedures, and other material that may assist the LA to carry out the delegated Functions and Duties specified in this Agreement. The LA may contact ADEQ for clarification or guidance on procedural or technical issues.

4. In the event of any dispute between the LA and a third party regarding the LA's interpretation or application of ADEQ statutes, rules, policies and guidance, ADEQ shall, if requested by the LA, provide timely assistance and direction to the LA.

C. FEE AUTHORITY AND TYPES OF FEES

1. To the extent permitted by law, ADEQ delegates the authority to collect fees under its established fee rules to assure the LA may accomplish delegated Functions and Duties according to the applicable standards.

   The LA shall annually report delegated program authority fees to ADEQ on or before September 1. The report shall list all permits issued that year and the total revenue for each general permit category. ADEQ shall provide the LA with a template for the report. The report shall be delivered to ADEQ Central Office, 1110 West Washington Avenue, Phoenix, Arizona 85007, to the Office of the Chief Financial Officer.

Unless otherwise provided by statute, fees imposed by the LA shall be limited to the cost of service, including all direct and indirect costs.

2. Fees are authorized by, and shall conform to, the requirements of state laws and rules and county ordinances.

3. All fees collected by the LA pursuant to this Agreement shall be retained by the LA as consideration for performing the Functions and Duties described in this Agreement.

D. PERSONNEL QUALIFICATIONS

The required personnel qualifications for exercising each Program's delegated Functions and Duties are identified in the corresponding Appendix to this Agreement.

E. RECORD KEEPING AND REPORTING REQUIREMENTS

1. The LA agrees to maintain records relating to its performance of the delegated Functions and Duties as specified in this Agreement for a period of ten years from the date of complete resolution of any technical dispute, contested case, action against a party, or any appealable agency action, unless a longer period is required by statute or rule.

2. The LA agrees to create and submit reports related to its performance of the delegated Functions and Duties as specified in this Agreement. The reports shall be created and submitted to ADEQ in accordance with the specifications in the Appendices to this Agreement.

F. OVERSIGHT ACTIVITIES

1. ADEQ may accompany LA personnel on inspections and may review all records relating to the LA's performance of the delegated Functions and Duties as set forth in this Agreement. ADEQ shall provide prior notice to the LA of its intent to accompany LA personnel on inspections. LA personnel may accompany ADEQ inspectors on inspections for purposes of training, information sharing or coordinating LA and ADEQ activities. The LA shall provide prior notice to ADEQ of its request to accompany ADEQ inspectors on inspections.

2. Periodically, ADEQ shall conduct an evaluation of the LA's performance of the delegated Functions and Duties. Either party to this Agreement may request that the frequency of evaluations be increased. The initial results of all program evaluations shall be in writing and shall be communicated to the LA in a draft report. The LA is entitled to comment on the draft report. After ADEQ'S response to comments, ADEQ shall finalize the report and transmit a copy to the LA. The final reports of all program evaluations are public documents pursuant to A.R.S. § 39-121 *et seq*.

G. DELEGATION OF ENFORCEMENT AUTHORITIES; LOCAL AGENCY OBLIGATIONS

1. This Agreement is subject to the provisions of A.R.S. § 49-106.

2. As a supplement to any independent statutory authority LA may have, LA is hereby delegated the enforcement authorities pursuant to A.R.S. §§ 44-1307, 49-141, 49-142, 49-261, 49-262, 49-354 (A) and (B), 49-460 through 463, 49-781 through 783, 49-791, 49-922(B), 49-923 and 49-924, as applicable to the delegated Functions and Duties specified in this Agreement.

3. The LA shall be responsible for initiating timely and appropriate enforcement actions for alleged violations by individuals and facilities affected under this Agreement. The LA shall make compliance determinations and conduct enforcement actions in accordance with ADEQ's Compliance and Enforcement Handbook. The LA shall use inspection checklists and boilerplate documents provided by ADEQ or such documents that contain the same content as those documents provided by ADEQ.

4. ADEQ retains its authority to take an enforcement action against any individual or facility, the regulation of which is specified in this Agreement. At its discretion, ADEQ may refrain from exercising such authority if ADEQ determines that the enforcement action taken by the LA is timely, appropriate and effective. Except in a case involving an immediate threat to the public health, safety or environment, ADEQ shall give the LA 30 days prior written notice of its intent to initiate an enforcement action if the LA fails to initiate such enforcement action. In a case involving an immediate threat to the public health, safety or environment, ADEQ shall make its best efforts to notify the LA prior to its undertaking such an enforcement action.

5. Where appropriate, and if there is no conflict with applicable environmental statutes and rules, LA may conduct enforcement action using the authority provided by A.R.S. Title 36 or A.R.S. Title 49, Chapter 3, Article 3. Nothing herein shall preclude LA from independently initiating enforcement action pursuant to its own authority under A.R.S. §§ 36-602, 36-603, 49-143, and 49-144, or any other civil or criminal statute or local ordinance, or from pursuing any other available legal or equitable remedy.

6. In those cases where the Attorney General has exclusive authority to bring an action to collect civil penalties, ADEQ shall timely notify the Attorney General of the LA's intent to initiate an enforcement action and such enforcement action shall be coordinated among the LA, ADEQ, the Attorney General and the LA's County Attorney.

7. In cases of civil enforcement, the LA and ADEQ shall coordinate litigation and settlements, unless the LA has independent statutory enforcement authority. The LA and ADEQ may act as co-plaintiffs in order to maximize resources.

8. Civil penalties assessed and collected under the authority of ADEQ's statutory enforcement authority shall be in the name of the State of Arizona, and shall be forwarded to ADEQ with copies of court documentation for deposit into the state general fund in accordance with A.R.S. Title 35, Article 3.

9. ADEQ may execute compliance initiatives directed at certain classes of violations or facilities that are alleged to be in violation of applicable statutes or rules. To the best of its ability, the LA agrees to cooperate in the successful execution of such compliance initiatives that involve facilities, the regulation of which has been delegated in by this Agreement.

H. APPEALS OF LOCAL AGENCY ACTIONS

1. Unless otherwise provided by statute, LA shall conduct administrative hearings for appeals of licensing decisions and enforcement actions taken by the LA under the delegated Functions and Duties of this Agreement in accordance with the A.R.S. Title 41, Chapter 6 Administrative Procedures, A.R.S. § 41-1092 *et seq.*, and the Office of Administrative Hearings, Rules of Procedure, Arizona Administrative Code (A.A.C.) R2-19-101 *et seq.* The LA shall use administrative law judges provided by the Office of Administrative Hearings (OAH). If an OAH administrative law judge conducts an administrative hearing under this Agreement, ADEQ shall pay for the LA's OAH hearing related costs. The LA, the LA's County Attorney, or counsel retained by LA, shall represent the LA at all administrative hearings. Nothing in this agreement mandates that the LA contract for the services of administrative law judges with respect to administrative hearings involving matters arising from the LA's independent authority, functions and duties.

2. Pursuant to A.R.S. § 12-904, if the OAH administrative law judge grants or denies the relief requested, either the appellant or the LA may file a complaint in superior court within 35 days after the decision.

3. The LA shall provide ADEQ an annual report by July 31st of appeals filed and their final resolution.

I. LICENSING AUTHORITY

1. The LA agrees to comply with the overall time frames set forth in A.A.C. R18-1-525 when issuing licenses pursuant to delegated Functions and Duties under this Agreement. The LA shall provide a quarterly report to ADEQ indicating the number of licenses issued that quarter, by general type of license, and the number of licenses that exceeded the licensing time frame for the licensing decision. If the LA fails to meet a licensing time frame, the quarterly report shall indicate the reason(s) why the licensing time frame was missed and the corrective action the LA has taken. If the LA demonstrates a pattern of failing to meet the required licensing time frames, ADEQ shall assist the LA in correcting the deficiencies in LA's licensing procedures.

2. The LA shall submit the quarterly reports described in subsection 1 of this Section to the ADEQ primary contact person designated in Appendices A through D of this Agreement.

J. LOCAL AGENCY INDEPENDENT AUTHORITY; SUBDELEGATION

1. ADEQ's delegation of Functions and Duties to a municipality within the LA's boundaries shall in no way infringe upon, reduce or usurp the LA's right, authority and responsibility to implement non-delegated authorized activities and programs.

2. The LA may not sub-delegate Functions and Duties delegated pursuant to this Agreement to another local government agency or political subdivision without obtaining the prior written approval of the Director of ADEQ.

3. ADEQ shall provide the LA a copy of any delegation agreement it has entered into with a municipality, located in whole or in part within the LA's boundaries.

K. CONFLICT RESOLUTION PROCEDURES

The parties may resolve a conflict arising under this Agreement through arbitration. If the parties invoke this provision, the parties shall select a mutually acceptable third party as arbitrator. Each party shall bear its own arbitration fees, attorney fees and costs.

L. AMENDMENT AND TERMINATION PROCEDURES

1. Either party may seek to amend this Agreement. An amendment to this Agreement shall be in writing, shall be executed by the Director of ADEQ, the Director of the LA, the Chairman of the LA's Board of Supervisors, the Clerk of the LA's Board of Supervisors, and shall be approved as to form by the Attorney General and the LA's County Attorney. Amendments shall comply with the provisions in A.R.S. § 41-1081. Amendments to this Agreement shall be effective 30 days after written notice of ADEQ's final decision to amend this agreement

2. This Agreement may be terminated, in whole or in part, by either party upon providing 30 days prior written notice by certified mail to the other party and in compliance with subsection 3 of this section.

3. The LA shall, prior to the termination of all or part of this Agreement, forward to the ADEQ Director all files, public documents and pending applications received by the LA for those delegated Functions and Duties being terminated, a summary status report of those delegated Functions and Duties, and shall provide written notification to all persons with pending applications and to all regulated facilities affected by the termination of this Agreement.

4. The cancellation provisions of A.R.S. § 38-511, the terms of which are incorporated by reference, shall apply to this Agreement.

M. TERM OF AGREEMENT

Unless otherwise stated, this Agreement is effective 30 days after written notice of ADEQ's decision to enter into this Agreement. This Agreement shall expire on June 30, 2050. If a new Agreement is not executed by that date, ADEQ and the LA may agree to extend this Agreement by filing an amendment in accordance with Section L of this Agreement.

N. NAME AND ADDRESS OF PRIMARY CONTACT PERSONS

ADEQ David Lelsz
Delegations Coordinator
Arizona Department of Environmental Quality
1110 W. Washington Street
Phoenix, AZ 85007
(602) 771-2212
dl2@azdeq.gov

LA Ron Gates
Chief Building Official
Navajo County Department of Public Works
P.O. Box 668
Holbrook, AZ 86025
(928) 521-0348
ron.gates@navajocountyaz.us

The name of a successor to any of the above-named individuals shall not require the execution of an amendment to this Agreement.

Appendix A

Navajo County
Water Quality Management

A. Delegated Functions and Duties:

The LA agrees to perform those delegated Functions and Duties listed in the following table:

Functions and Duties	Applicable Rule(s) in Title 18 of the Arizona Administrative Code	Personnel Qualifications	Standards of Performance
1. General functions and duties pertaining to the administration of Type 1 and Type 4 General Aquifer Protection Permits delegated to the LA pursuant to this table. The extent of the applicable rules for these general functions and duties shall be limited to those relevant to the approvals, authorizations and permits which are herein delegated to the LA. Delegated functions and duties are further limited in Subpart B.	R18-9-101; R18-9-110; R18-9-A301(A)(1), (A)(4), (B) and (D); R18-9-A302 through R18-9-A308; R18-9-A309 except (E); R18-9-A310 except (D)(1)(d) and (H); R18-9-A311 through A313; R18-9-A314 except (3)(b); and R18-9-A315	C1, C2, C3, C4, C5	D1.1 - D1.4
2. Complaint response, compliance assistance, and compliance and enforcement responsibilities for the following Type 1 General Aquifer Protection Permits: 1.07 Dockside facilities and watercraft 1.08 Earth pit privy 1.09 On- site wastewater treatment facilities and sewage treatment facilities approved by the Department before January 1, 2001 operating under a general permit before January 1, 2001 with a flow less than 20,000 gallons per day	R18-9-B301(G), (H), and (I).	C1, C2, C3, C4, C5	D1.1 - D1.4
3. Application review, inspection, issuance or denial of Construction and Discharge Authorizations, compliance and enforcement tasks for the 4.02 General Aquifer Protection Permit for a Septic Tank System with	R18-9-E302 and relevant rules listed for Item #1	C1, C2, C3, C4, C5	D1.1 - D1.4

Functions and Duties	Applicable Rule(s) in Title 18 of the Arizona Administrative Code	Personnel Qualifications	Standards of Performance
Disposal by Trench, Bed, Chamber Technology, or Seepage Pit with a design flow of less than 3000 gallons per day.			
4. Application review, inspection, issuance or denial of Construction and Discharge Authorizations, compliance and enforcement for the following 4.03 through 4.22 General Aquifer Protection Permits for On-Site Wastewater Treatment Facilities with a design flow of less than 3000 gallons per day (delegation is granted for those general permits that are not stricken):	Relevant rules listed for Item #1 and:	Licensing decision for issuance or denial of a Construction Authorization or Discharge Authorization: C1, C2, C3, C5 All other functions and duties: C1, C2, C3, C4, C5	D1.1 - D1.4
4.03 Composting toilet	R18-9-E303		
4.04 Pressure distribution system	R18-9-E304		
4.06 Natural seal E-T bed	R18-9-E306		
4.07 Lined E-T bed	R18-9-E307		
4.08 Wisconsin mound	R18-9-E308		
4.09 Engineered pad system	R18-9-E309		
4.12 Textile filter	R18-9-E312		
4.14 Sewage vault	R18-9-E314		
4.15 Aerobic system	R18-9-E315		
4.17 Cap system	R18-9-E317		
4.20 Disinfection devices	R18-9-E320		
4.22 Subsurface drip irrigation	R18-9-E322		
5. 4.23 General Aquifer Protection Permit for On-Site Wastewater Treatment Facilities with a design flow from 3000 to less than 24,000 gallons per day • Not Applicable to LA			
6. 4.01 General Aquifer Protection Permit for Sewage Collection Systems • Not Applicable to LA			
7. Complaint response and compliance	R18-9-701,	C1, C2, C3, C4, C5	D1.1 - D1.4

[1] Per A.R.S. §49-204.

Functions and Duties	Applicable Rule(s) in Title 18 of the Arizona Administrative Code	Personnel Qualifications	Standards of Performance
assistance for private residential Gray Water Systems authorized by the Type 1 Reclaimed Water General Permit	R18-9-708(A), and R18-9-711 except (C)[1]		
8. Certificate of Approval for Sanitary Facilities for Subdivisions • Not Applicable to LA			
9. Public Drinking Water Facilities: • Not Applicable to LA			
10. Public Drinking Water Systems using surface water treatment and all other systems serving more than 50,000 people • Not Applicable to LA			
11. Public Drinking Water Systems using only ground water and serving less than 50,000 people • Not Applicable to LA			
12. Public Drinking Water Systems • Not Applicable to LA			
13. Public and Semipublic Swimming Pools • Not Applicable to LA			

B. Exceptions and Special Provisions

The delegated Functions and Duties specified in Subpart A of this Appendix shall be subject to the following exceptions and special provisions:

1. ADEQ will provide the LA a copy of the draft Individual Aquifer Protection Permit for review and comment for any sewage treatment facility proposed within the LA's jurisdictional boundaries.

2. Within 60 days after the effective date of this Agreement, ADEQ and the LA shall jointly develop and approve a schedule of training for administering delegated Functions and Duties.

3. Within 180 days after the effective date of this Agreement, ADEQ and the LA shall jointly develop and approve the process to ensure maintenance of LA proficiencies for the administration and implementation of delegated Functions and Duties in Appendix A, Subpart A.

4. The Director of ADEQ shall not accept, directly from an applicant any application package that involves the performance of a delegated Function or Duty. However, if the Director of ADEQ determines there is a compelling reason for ADEQ to review and/or approve an application package that involves a delegated Function or Duty, the LA shall provide the application package to ADEQ upon written request by the Director of ADEQ. ADEQ shall forward a copy of the completed file to the LA for any application package reviewed by ADEQ.

5. Functions, and Duties of ADEQ related to the following facilities are NOT delegated:

   a. Drinking water, wastewater or swimming pool facilities (1) owned by the federal government or the State of Arizona, (2) owned or operated by the LA, or (3) owned or operated by districts subject to the control of the LA. A private facility to be dedicated to the LA after completion of construction may be reviewed by the LA if all approvals and licenses are issued to the owner of the private facility prior to the date of the dedication to the LA.

   b. Those relating to facilities financed, either wholly or in part, with federal grant funds administered by ADEQ. ADEQ shall provide a list of such facilities to the LA.

   c. Those related to the implementation of A.A.C. R18-9-A312(G) where:
      i. the request is beyond the scope of the technologies delegated to the LA.
      ii. the request proposes a change to the listed performance criteria or hydraulic loading rates specified in A.A.C. R18-9-E302 through R18-9-E323, A.A.C. R18-9-A309(E) or in any ADEQ approved design reference document.
      iii. the request proposes a change to the relationship between soil absorption rate and either the percolation rate or the soil type, as established in A.A.C. R18-9-A312(D)(2)(b), except for adjustments due to the fraction of rock present in native soil.
      iv. the request proposes a change to the relationship between the total coliform concentration, and the minimum vertical separation from groundwater or from a subsurface limiting condition, as established in A.A.C. R18-9-A312(E).

6. Final approval of any drinking water facility, wastewater facility or swimming pool facility which is designed by or for the LA, or for a capital improvement project, is NOT delegated to the LA. This exception does not prohibit or otherwise affect later assignment or transfer to the LA of a drinking water facility, wastewater facility or swimming pool facility having a construction completion approval issued by the LA.

7. ADEQ and LA agree to co-inspect wastewater facilities, where feasible, for training and coordination purposes.

8. For purposes of performing and reporting delegated Functions and Duties outlined in Appendix A, the LA shall use forms provided by the ADEQ. The LA may use other forms for the purposes of performing and reporting delegated Functions and Duties provided that the LA receives prior written approval from the Water Quality Division Director.

9. ADEQ shall maintain a list of proprietary and other reviewed products that may be used for on-site wastewater treatment facilities in accordance with A.A.C. R18-9-A309 (E) and retains the responsibility to receive and process all requests for product review in connection with this list.

10. For the purposes of determining project costs under this agreement, project cost is determined by the

sum of the following cost categories:

(a) preparation of submittal quality design documents and related application documents for the project proposed for installation,

(b) all equipment/components/materials delivered to the construction site,

(c) all excavation & backfill,

(d) all installation of equipment/components/materials, and

(e) all tasks associated with pre-operational testing & startup.

11. Within 60 days of the effective date of this agreement, the LA shall provide ADEQ copies of all existing LA written policies utilized by the LA to perform delegated Functions and Duties. The LA shall also provide ADEQ with copies of any new policies relating to the performance of delegated Functions and Duties within 30 days of the policy becoming final.

C. Personnel Qualifications:

Subject to Subpart D, the Functions and Duties itemized in Subpart A shall be performed by individuals with specified minimum personnel qualifications. Where more than one personnel qualification category is shown in Subpart A, LA personnel performing the itemized functions and duties may qualify under any listed category, subject to the noted limitations.

Duties shall be performed by:

1. A Professional Engineer registered in the State of Arizona (equivalent of ADEQ Environmental Engineer position).
2. An individual who is an Engineer-in-Training candidate (A.A.C. R4-30-222, equivalent to the ADEQ Engineering Aide position), and who is directly supervised by a Professional Engineer registered in the State of Arizona.
3. A Registered Sanitarian with applicable experience or the equivalent of an ADEQ Environmental Program Specialist with applicable experience who is directly supervised by a Professional Engineer registered in the State of Arizona.
4. An individual who is either an Engineer-in-Training candidate (A.A.C. R4-30-222, equivalent to the ADEQ Engineering Aide position) or a Sanitarian-In-Training (A.A.C. R9-16-402); who has successfully completed 3 months training by either a Professional Engineer registered in the State of Arizona or a Registered Sanitarian.
5. A Registered Sanitarian.

D. Standards of Performance:

The LA shall comply with specified standards of performance for the Functions and Duties itemized in Subpart A. The following LA standards of performance apply to this Appendix:

<u>1. General Provisions</u>

1.1 The LA shall process applications to reach a licensing decision for delegated Functions and Duties itemized Subpart A of this Appendix under the framework of A.A.C. R18-1-501 through 524, and within the applicable time frames specified in A.A.C. R18-1-525, Tables 5, and 10 as amended.

[illegible]	[illegible]	[illegible]
4.01 General Permit	**A.R.S. § 49-245**	
300 services or less	A.A.C. R18-9-E301	95
More than 300 services	A.A.C. R18-9-E301	136
4.02 – 4.23 General Permit	**A.R.S. § 49-245**	
Standard Single 4.02, 4.03, 4.13, and 4.14 General Permits less than 3,000 gallons per day	A.A.C. R18-9-E302, A.A.C. R18-9-E303, A.A.C. R18-9-E313, A.A.C. R18-9-E314	73
Standard Combined Two or three Type 4 General Permits less than 3,000 gallons per day	A.A.C. R18-9-E302 through R18-9-E322	95
Complex Combined Four or more Type 4 General Permits less than 3,000 gallons per day	A.A.C. R18-9-E302 through R18-9-E322	136
4.23 General Permit	A.A.C. R18-9-E323	136
A312G Request, Each	A.A.C. R18-9-A312(G)	8
Subdivision	**A.R.S. § 49-104(B)(11)**	
Individual Facilities	A.A.C. R18-5-408	67
Community Facilities	A.A.C. R18-5-403	58
Drinking Water ATC	**A.R.S. § 49-353**	
Standard	A.A.C. R18-5-505	53
Complex	A.A.C. R18-5-505	83
Drinking Water AOC	**A.R.S. § 49-353**	
Standard	A.A.C. R18-5-507	53
Complex	A.A.C. R18-5-507	83
Swimming Pool Water ATC	**A.R.S. § 49-104(B)(12)**	
Standard	A.A.C. R18-5-203	52
Complex	A.A.C. R18-5-203	83
Swimming Pool Water AOC	**A.R.S. § 49-104(B)(12)**	
Standard	A.A.C. R18-5-204	52
Complex	A.A.C. R18-5-204	83

1.2 Accurate file records shall be maintained by the LA showing evidence of application processing and the licensing including date, basis and stipulations, if any, for all licenses issued or denied, including those prepared by or under the supervision of a Professional Engineer registered in the State of Arizona.

1.3 If the project reviewed by the LA involves disposal or discharge of wastewater to a water of the United States, the LA shall direct the applicant to ADEQ (or the U.S. Environmental Protection Agency) for any necessary permits.

1.4 The LA shall incorporate within 60 business days of notification the update for any form, procedure or practice applicable to the delegated program.

2. Drinking Water Systems

2.1 Compliance inspections of public drinking water systems shall be performed at least once every three years, except that facilities using surface water supplies shall be inspected annually.

Inspections shall cover facility operations and maintenance and compliance with applicable regulatory requirements including, but not limited to, monitoring, reporting, public notification, operator certification, plan approval and conformance with any existing compliance schedules.

E. Reporting Requirements:

The LA shall report program information for Functions and Duties delegated to the LA as listed in Subpart A of this Appendix.

1. General Provisions. The LA shall submit quarterly reports described in this Subpart. Reports shall be submitted on forms provided by ADEQ and shall be sent to ADEQ within fifteen (15) calendar days after the end of the reporting period, preferably in electronic format. The LA shall send reports to:

   Delegation Program Specialist
   Water Quality Division
   Arizona Department of Environmental Quality
   1110 West Washington Street
   Phoenix, AZ 85007
   delegations@azdeq.gov

2. Drinking Water Systems. Not Applicable to LA.

3. Type 4 General Aquifer Protection Permits (On-site Wastewater Treatment Facilities and Sewage Collection Systems). The LA shall submit the following information:

   a. The numbers for issued Discharge Authorizations and denied Discharge Authorizations for Type 4 General Permits delegated to the LA.

   b. The number of issued Discharge Authorizations exceeding overall licensing time frames.

   c. Exception report for each Discharge Authorization which exceeded the overall licensing time frame.

   d. The number of appeals of LA decisions filed by applicants and the disposition status for each appeal.

   e. The numbers for alternative features approved pursuant to A.A.C. R18-9-A312(G) for the issued Discharge Authorizations and for the denied Discharge Authorizations reported in item 3.a above.

   f. The number of completed Notice of Transfer forms received.

4. Subdivisions. Not Applicable to LA.

5. Public and Semipublic Swimming Pools and Spas. Not Applicable to LA.

6. Enforcement Actions. A copy of each administrative, civil, or criminal action initiated under this Appendix.

F. Agency Contact Persons:

The following LA employees are responsible for administering the delegated Functions and Duties pursuant to this Appendix. The LA shall provide ADEQ written notice of any successor.

Name:	Ron Gates
Title:	Chief Building Official
Address:	PO Box 668
	Holbrook, AZ 86025

The following ADEQ employees are responsible for administering the Functions and Duties pursuant to this Appendix. ADEQ shall provide the LA written notice of any successor.

Approvals of On-Site Wastewater Treatment Facilities, Sewage Collection Systems, and Private Residential Gray Water

Name: Jerry Smit

Title: Manager, Groundwater Section

Address: Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007

Compliance and Enforcement

Name: Mindi Cross

Title: Manager, Water Quality Compliance Section

Address: Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007

The naming of a successor to any of the above individuals shall not require the re-execution of or an amendment to this Agreement.

Signature Page for
Navajo County
Delegation Agreement # EV12-0059

Navajo County Department of Public Works

4.1.13

Ron Gates Date
Chief Building Official

Arizona Department of Environmental Quality

5/23/13

Henry Darwin Date
Director

County Board of Supervisors

Jonathan Nez
Chairman Date

Attest:

Melissa W. Buckley April 9, 2013
Clerk of the Board Date

Pursuant to A.R.S. § 11-952(D), the foregoing Agreement has been reviewed by the undersigned attorneys for the County Department of Health Services and the Arizona Department of Environmental Quality, who have determined that this Agreement is in proper form and is within the powers and authority granted under Arizona law to their respective agencies.

County Attorney Date

5/23/13

Arizona Assistant Attorney General Date

The new base delegation agreement (pages 1-7) is the same agreement for all the Local Authorities (LAs). Below is a brief explanation of the changes made (as compared to the previous version), excluding grammatical changes:

- Section B (Standards of Performance) paragraph 2, on page 2: The mandated requirement that ADEQ would invite LA personnel to attend internal compliance and enforcement training that would be offered twice a year is deleted. The delegation agreement still provides for training at the LA's request.
- Section E (Record Keeping and Reporting Requirements) paragraph 1, on page 3: Record retention time was tied to the expiration of the delegation agreement, which now will not be for over 35 years. The LA now will retain records related to a dispute or appeal for ten years instead of five, measured from the resolution of the action.
- Section F (Oversight Activities) paragraph 2, on page 3: The frequency of evaluation is now periodically, with the option to increase.
- Section G (Delegation of Enforcement Authorities; Local Agency Obligations) Paragraph 9, on page 5: The 30-days prior written notice to LA when executing a compliance initiative at certain classes of violations or facilities is deleted.
- Section I (Licensing Authority) paragraph 1, on page 5: The citation to A.R.S. § 49-471.13 (in the County Air Pollution Control statutes) is redundant with the time-frames language in the Air Quality Appendix C and is deleted.
- Section L. (Amendment and Termination Procedures) Paragraph 1, on page 6: The requirement to file an amendment with the Secretary of State's office is deleted as it is not a requirement under the delegation statutes.
- Section M (Term of Agreement) on page 7: A.R.S. § 41-1081 states that delegation agreements must contain "the term of agreement". The new expiration term will be June 30, 2050.