

**DELEGATION AGREEMENT #11-0004**

**Between**

**Arizona Department of Environmental Quality**

**And**

**THE CITY OF SIERRA VISTA**

Whereas, A.R.S. § 49-107, authorizes the Director of the Arizona Department of Environmental Quality (ADEQ) to delegate to a local environmental agency, health department or municipality or county board of health established under Title 36, Chapter 1, Article 4, any functions, powers, and duties, hereinafter, Functions and Duties, which the Director believes can be competently, efficiently, and properly performed by the local agency, and

Whereas, the City of Sierra Vista is a municipality, hereinafter, LA, as set forth in A.R.S. § 49-107, and

Whereas, the LA is required by A.R.S. § 49-106 to enforce and observe rules adopted by ADEQ and laws of the State of Arizona pertaining to the preservation of public health and protection of the environment, and

Whereas, A.R.S. § 9-240, and A.R.S. § 11-952 authorizes the City Council (and by delegation the LA, where LA is a municipality) 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 (Director) delegates to the LA, and the LA agrees to accept the delegation of authority to perform those Functions and Duties described in Appendix A for Wastewater and Drinking Water Delegations Appendices of this Agreement on behalf of ADEQ and in accordance with the terms and conditions contained herein.

**A. DELEGATED FUNCTIONS AND DUTIES**

1. The Functions and Duties that are delegated to the LA by this Agreement are identified in Sections A through N, and in Appendix A. All Functions and Duties not specifically delegated in this Agreement are retained by ADEQ.

**B. STANDARDS OF PERFORMANCE**

1. The standards of performance required to adequately perform the delegated Functions and Duties and fulfill the terms of the agreement are the same as those expected of ADEQ personnel. ADEQ policies and guidance shall be used in implementing the delegated Functions and Duties. Program-specific standards of performance are specified in the Appendix.
2. ADEQ shall provide LA with periodic training. ADEQ shall provide operating guidance for use in implementing the terms of this Agreement within 90 days after execution of this Agreement. New or updated guidance shall be provided to LA within 30 days after the effective date of the guidance. The guidance shall, at a minimum, include ADEQ Engineering Bulletins, ADEQ program guidance memoranda, substantive policy statements including rule clarifications, copies of all applicable forms, policies and procedures, and other material that may assist the LA to carry out the Functions and Duties contained in this Agreement. LA may contact ADEQ for clarification or guidance on procedural or technical issues. In the event of any dispute between LA and a third party regarding LA's interpretation or application of ADEQ statutes, rules, bulletins, or guidelines, ADEQ shall, upon request by LA, provide timely assistance and direction to LA.

**C. TYPES OF FEES**

1. The Director's authority to assess and collect fees, pursuant to A.R.S. §§ 49-104 and 203(A)(8) for water quality control, A.R.S. § 49-361 & 362 for local water pretreatment and A.A.C. Title 18, Chapter 14, Article 1 for water quality protection fees is hereby delegated to the LA in consideration for the LA's acceptance and agreement to perform those Functions and Duties.
2. Monies appropriated or otherwise made available to the Department for distribution to the LA may be allocated or reallocated by the Director, pursuant to A.R.S. § 49-107(B), to assure that the LA can competently, efficiently, and properly accomplish the delegated Functions and Duties according to the applicable standards of performance.

#### **D. PERSONNEL QUALIFICATIONS**

1. The required personnel qualifications for exercising the delegated Functions and Duties are identified in Appendix A for Wastewater and Drinking Water Delegations.

#### **E. RECORD KEEPING AND REPORTING REQUIREMENTS**

1. LA agrees to maintain records relating to the performance of the Functions and Duties as specified in this Agreement, for a period of five (5) years, from the date of expiration, termination or cancellation of this Agreement or from the date of complete resolution of any dispute and any applicable appeals, whichever is longer, unless a longer period is required by statute or rule.
2. LA agrees to create and submit reports related to LA's performance of the Functions and Duties as specified in this Agreement. The reports shall be created by LA and submitted to ADEQ in accordance with the specifications in Appendix A for Wastewater and Drinking Water Delegations.

#### **F. OVERSIGHT ACTIVITIES**

1. ADEQ may accompany LA personnel on inspections and may review all records relating to the performance of the Functions and Duties as set forth in this Agreement. Where practicable, ADEQ will provide prior notice to LA of its intent to accompany LA employees on inspections. LA representatives may accompany ADEQ inspectors on inspections for purposes of training, information sharing, or to coordinate LA and ADEQ activities. LA will provide prior notice to ADEQ of its request to accompany ADEQ inspectors on inspections.
2. At least once during the term of this Agreement, each ADEQ delegating program shall conduct an evaluation of the LA's performance of the Functions and Duties. More frequent evaluations may be undertaken at the request of either party to this Agreement. The initial results of all program evaluations shall be in writing and shall be communicated to the LA in a draft report. LA shall be entitled to comment on the draft report. After response to comments, ADEQ shall finalize the report and transmit a copy to LA. The final reports of all program evaluations are public documents pursuant to A.R.S. § 39-121 *et seq.*
3. ADEQ may transfer funds to LA to carry out the purposes of this Agreement. If such a transfer of funds from ADEQ to the LA occurs, ADEQ may conduct a financial audit of the LA's use of these funds at least once every two (2) years. Audits shall be conducted in accordance with generally accepted accounting principles.

**G. DELEGATION OF ENFORCEMENT AUTHORITIES; LOCAL AGENCY OBLIGATIONS**

1. In carrying out its Functions and Duties under this Agreement, LA shall comply with the provisions of A.R.S. § 49-106 and observe and enforce the rules of ADEQ and laws of the State of Arizona as delegated in this Agreement.
2. LA is hereby delegated the enforcement authorities set forth in A.R.S. §§ 49-141 and 142, 49-261 & 62, 49-354 (A) & (B), as applicable to the Functions and Duties as delegated in this Agreement. The LA shall be responsible for initiating timely and appropriate enforcement actions against individuals and facilities to resolve violations of statutes and rules, the implementation of which are delegated in this Agreement. LA shall make compliance determinations and conduct enforcement actions in accordance with ADEQ's Compliance and Enforcement Handbook, which is accessible through the ADEQ Web site, and is continually updated. The LA shall use inspection checklists and boilerplate documents provided by ADEQ or that contain the same content as those provided by ADEQ.
3. ADEQ retains its authority to take enforcement action against any individual or facility which may be regulated by delegated authority in this Agreement. ADEQ may, at its discretion, refrain from exercising such authority if ADEQ determines the enforcement action taken by LA is timely, appropriate and effective. Except in a case involving imminent and substantial endangerment to the public health or environment, ADEQ agrees to give LA 30 days written notice of its intent to initiate an enforcement action if LA fails to do so. In cases involving imminent and substantial endangerment to the public health or environment, ADEQ shall notify LA prior to undertaking such an enforcement action.
4. 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 LA's intent to initiate enforcement and the LA, ADEQ, and LA's City Attorney shall coordinate enforcement with the Attorney General.
5. In all other cases of civil enforcement, the LA and ADEQ shall coordinate litigation and settlements. LA and ADEQ may act as co-plaintiffs when possible to maximize resources.
6. Civil penalties assessed and collected under the authority of this Agreement 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 treasury in accordance with Arizona Revised Statutes, Title 35, Article 3.

7. ADEQ may periodically develop and implement compliance initiatives directed at certain classes of violations or facilities that are in violation of applicable rules. ADEQ will provide LA with at least 30 days written notice of a compliance initiative. LA agrees that, when such initiatives involve facilities, the regulation of which has been delegated in this Agreement, it will, to the best of its ability, assure the successful implementation of such strategies as they relate to such facilities. With 30 days notice to the LA, ADEQ may implement a compliance initiative under this paragraph.

## **H. LICENSING AUTHORITY**

1. Pursuant to the provisions of A.A.C. R18-1-502(A)(7), licensing time frames set forth in Arizona Administrative Code Title 18, Chapter 1, Article 5 do not apply to licenses issued by the LA when acting under the terms of this Agreement.
2. The LA shall base any licensing decision made pursuant to this Agreement only on those requirements and conditions included in the provisions of Title 49 of the Arizona Revised Statutes and Title 18 of the Arizona Administrative Code, the implementation of which is delegated in this Agreement.
3. The LA shall provide the Director within 30 days after the effective date of this Agreement, and annually thereafter on December 31, the complete boundaries of its political subdivision jurisdiction and, if different, any service area boundary of its water and wastewater utilities.

## **I. 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, 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 or either the LA's City Attorney or counsel retained by LA may represent the LA at all administrative hearings. Nothing in this agreement mandates 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 grants or denies the relief requested, either the appellant or the LA may file, within 35 days after the decision, a

complaint in superior court.

3. The LA shall provide ADEQ a report by July 31st of appeals filed and their final resolution during the previous calendar year.

**J. DELEGATION TO OTHER LOCAL AGENCIES AND SUBDELEGATION**

1. ADEQ's delegation to another jurisdiction located within LA's boundaries shall in no way infringe upon, reduce or usurp a LA's right, authority and responsibility to implement non-delegated locally authorized activities and programs.
2. ADEQ shall provide LA a copy of any delegation agreement with another jurisdiction located within LA's boundaries.
3. LA may not subdelegate the Functions and Duties delegated pursuant to this Agreement to another local government agency or political subdivision without first obtaining the prior written approval of the Director of ADEQ.

**K. CONFLICT RESOLUTION PROCEDURES**

1. The parties may resolve a conflict arising from 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 PROCEDURES; TERMINATION AND SUSPENSION PROCEDURES**

1. Either party at any time may initiate an amendment to this Agreement. An amendment shall be in writing, shall be executed by the Director of ADEQ, the Director of the LA, the Mayor of the municipality, the City Clerk and shall be approved as to form by the Attorney General and the LA's City Attorney. Amendments shall be filed with the Secretary of State and LA's City Recorder's Office. Amendments shall be effective on the date of filing with the Secretary of State.
2. This Agreement may be terminated or suspended in whole or in part by either party, upon providing 30 days advance written notice by certified mail to the other party and in compliance with paragraph 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 or pending applications received by the LA for those Functions and Duties being terminated, a summary status report of those Functions and Duties, and shall provide written notification to all persons with pending applications and to all regulated facilities affected by such termination.

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

**M. TERM OF AGREEMENT**

1. The effective date of this Agreement is the date of filing of this Agreement with the Secretary of State. The expiration date of this Agreement is June 30, 2015. In the event a new Agreement is not executed by that date, this Agreement may be extended by mutual agreement of both parties by filing an amendment in accordance with the provisions of A.R.S. § 41-1081.

**N. NAME AND ADDRESS OF PRIMARY CONTACT PERSONS**

1. Bret H. Parke  
Administrative Counsel  
Arizona Department of Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007  
(602) 771-2242
2. Scott Dooley, P.E.  
City Engineer  
City of Sierra Vista  
1011 N Coronado St  
Sierra Vista, AZ 85635  
(520) 458-5775

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

**Appendix A**

**City of Sierra Vista, Arizona  
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
<p>1. General functions and duties pertaining to the administration of <u>Type 4 General Aquifer Protection Permits</u> 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.</p>	<p>R18-9-101; R18-9-110; R18-9-A301(A)(4), (B) and (D); R18-9-A302 through R18-9-A307; R18-9-A312(G)(1-6) and (F)</p>	<p>C1, C2, C3, C4, C5</p>	<p>D1.1 - D1.4</p>
<p>2. Application review, inspection, issuance or denial of Construction and Discharge Authorizations, compliance and enforcement for the <u>4.01 General Aquifer Protection Permit for Sewage Collection Systems</u></p>	<p>R18-9-E301</p>	<p>Licensing decision for issuance or denial of a Construction Authorization or Discharge Authorization: C1, C2, C3  All other functions and duties: C1, C2, C3, C4, C5</p>	<p>D1.1 - D1.4</p>
<p>3. <u>Certificate of Approval for Sanitary Facilities for Subdivisions</u></p> <ul style="list-style-type: none"> <li>• Application review, inspection, and certificate issuance or denial as appropriate</li> <li>• Compliance and enforcement</li> </ul>		<p>Licensing decision for issuance or denial of a certificate: C1, C2, C3  All other functions and duties: C1, C2, C3, C4, C5</p>	<p>D1.1 - D1.4</p>

Functions and Duties	Applicable Rule(s) in Title 18 of the Arizona Administrative Code	Personnel Qualifications	Standards of Performance
<p>4. <u>Public Drinking Water Facilities:</u> Approval to Construct (ATC) and Approval of Construction (AOC)</p> <ul style="list-style-type: none"> <li>• Application review, construction inspection, and certificate issuance or denial as appropriate (Includes water line extensions only.)</li> <li>• Compliance and enforcement</li> </ul>	<p>A.A.C. R18-4-101, R18-4-102, R18-4-109, R18-4-119, R18-4-121, R18-4-215, R18-4-217, R18-4-218, R18-4-223, R18-4-301 through R18-4-304, R18-5-501 through R18-5-509, R18-5-401 through R18-5-411, and R18-9-A309(A)(8)(c)</p>	<p>Licensing decision for issuance or denial of an ATC or AOC Certificate: C1, C2</p> <p>All other functions and duties: C1, C2, C3, C4, C5</p>	<p>D1.1 - D1.4; D2.1</p>

**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 the request is beyond the scope of the technologies delegated to the LA.

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. 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.
10. 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:

**1. General Provisions**

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.

Permits	Authority	Overall Timeframe
<b>4.01 General Permit</b>	<b>A.R.S. § 49-245</b>	
300 services or less	A.A.C. R18-9-E301	95
More than 300 services	A.A.C. R18-9-E301	136
<b>4.02 – 4.23 General Permit</b>	<b>A.R.S. § 49-245</b>	
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
<b>Subdivision</b>	<b>A.R.S. § 49-104(B)(11)</b>	
Individual Facilities	A.A.C. R18-5-408	67
Community Facilities	A.A.C. R18-5-403	58
<b>Drinking Water ATC</b>	<b>A.R.S. § 49-353</b>	
Standard	A.A.C. R18-5-505	43
Complex	A.A.C. R18-5-505	73
<b>Drinking Water AOC</b>	<b>A.R.S. § 49-353</b>	
Standard	A.A.C. R18-5-507	43
Complex	A.A.C. R18-5-507	73
<b>Swimming Pool Water ATC</b>	<b>A.R.S. § 49-104(B)(12)</b>	
Standard	A.A.C. R18-5-203	42
Complex	A.A.C. R18-5-203	73
<b>Swimming Pool Water AOC</b>	<b>A.R.S. § 49-104(B)(12)</b>	
Standard	A.A.C. R18-5-204	42
Complex	A.A.C. R18-5-204	73

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 monthly 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. The LA shall submit the following information:
  - a. Approvals to Construct issued.
  - b. Construction inspections performed.
  - c. Approvals of Construction issued.
  - d. Approvals to Construct and Approvals of Construction issued exceeding maximum licensing time frames.
  - e. Exception reports for Approvals which exceeded the maximum licensing time frame.
  - f. Appeals of LA decisions filed by applicants.
  - g. Compliance inspections performed
  - h. Complaints handled.
  - i. Safe Drinking Water Information System/State (SDWIS/State) inventory update forms.
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. The LA shall submit information, as specified by ADEQ, pertinent to Certificates of Approval for Sanitary Facilities for Subdivision issued by the LA.
  5. Public and Semipublic Swimming Pools and Spas. The LA shall submit the following information:
    - a. Approvals to Construct issued.
    - b. Construction inspections performed.
    - c. Approvals of Construction issued.
    - d. Variances approved.
    - e. Appeals of LA decisions filed by applicants.
    - f. Compliance inspections performed
    - g. Complaints handled.
  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: Scott Dooley, P.E.  
 Title: City Engineer  
 Address: 401 Giulio Cesare Avenue  
 Sierra Vista, Arizona 85635

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 Drinking Water Systems, Subdivisions, and Swimming Pools

Name: John Calkins  
 Title: Manager, Drinking Water Section  
 Address: Arizona Department of Environmental Quality  
 1110 West Washington Street  
 Phoenix, AZ 85007

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

Name: Michele Robertson  
 Title: Manager, Groundwater Section

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

Compliance and Enforcement

Name: Cynthia Campbell

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.

**DELEGATION AGREEMENT #11-0004**

**Local Agency  
City of Sierra Vista**

**Arizona Department of  
Environmental Quality**

Robert B. Jones 7-29-10  
Mayor Date

B. M. Gable 8/26/10  
Director Date

**ATTEST:**

[Signature] 7/29/10  
City Clerk Date

Pursuant to A.R.S. § 11-952(D), the foregoing Agreement has been reviewed by the undersigned attorneys for the City of Sierra Vista 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 ADEQ and the City of Sierra Vista.

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By [Signature]  
City Attorney

By [Signature]  
Assistant Attorney General