

## INTERAGENCY CONTRACT

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This Contract made for the provision of a portion of the cost of an Environmental Officer by and between the State of Oklahoma, ex.rel. The Department of Environmental Quality hereinafter referred to as "Department" and/or DEQ and the Board of MUSKOGEE COUNTY Commissioners hereinafter referred to as "Contractor". In consideration of the provisions set forth herein; the parties mutually agree to the following provisions and any Addenda attached hereto and incorporated herein; Therefore, in consideration of the foregoing and the mutual Contracts set forth, Contractor and Department agree as follows:

### I. STATUTORY AUTHORITY AND EFFECTIVE DATES OF CONTRACT

- i. This contract is authorized pursuant to and in accordance with the provisions of Title 74 O.S. §581 and/or Title 74 O.S. §1001 through §1008; and 27A O.S. § 1-3-101, 27A O.S. § 2-10-202, 27A O.S. §§ 2-3-201, 2-3-202 and 27A O.S. § 2-10-802(C);
- ii. The Contract shall be in effect from the date signed by both parties, or the day an executed Purchase Order has been issued, whichever is later, through June 30, 2022;
- iii. The parties to this contract understand and acknowledge any future contracts or renewals are not automatic nor implied by this contract. The parties further acknowledge and understand this contract is effective only for the term set forth in Paragraph I (A) above;
- iv. Under the provision of Title 74 O.S. §581 and/or Title 74 O.S. §1001 through §1008, the Department and the Contractor have entered into this Contract as public agencies under the law of this state; and service(s) rendered by the Contractor has been identified as an exempt service(s) and the contractor has the ability to provide service(s) to commercial and governmental entities ;
- v. Therefore, in consideration of the foregoing and the mutual Contracts set forth, Contractor and The Department of Environmental Quality agree as follows:

### II. SERVICE CONTRACT JUSTIFICATION | CONTRACT

- i. In accordance with 74 O.S. § 85.4.E.2., Department hereby certifies that the services(s) requested on the attached requisition/contract complies with the following:
- ii. No employee of this Department is able and available to perform the services to be provided pursuant to the contract;
- iii. This Department shall receive, review and accept a detailed work plan from the contractor for performance pursuant to the contract if requested by the State Purchasing Director;
- iv. This Department has developed, and fully intends to implement, a written plan providing for the assignment of specific Department personnel to:
  - a. monitoring and auditing contractor performance;
  - b. the periodic review of interim reports, or other indications of past performance, and;

- c. if requested by the State Purchasing Director, the ultimate utilization of the final product of the nonprofessional or professional services;
- v. The work to be performed under the contract necessary to this Department's responsibilities and there is statutory authority to enter into the contract;
- vi. The contract will not establish an employment relationship between this state, this Department, or the Department's persons performing under the contract;
- vii. No current state employee will engage in the performance of the contract unless approved by the State Purchasing Director;
- viii. The purchase of the nonprofessional services is justified, and
- ix. The contract contains provisions that are required by Section 85.41 of this title.
- x. This justification for such nonprofessional or professional service(s) in accordance with Title 74 O.S. § 85.4.E.2." above as follows: Contract to provide funding to local law enforcement agency to assist with an environmental crimes enforcement program to investigate and clean up illegal dump sites for purposes of administering the Oklahoma Solid Waste Management Act.

### III. STATEMENT OF WORK

The Contractor shall provide the services as indicated and in the manner set forth in the Statement of Work attached hereto and incorporated herein. Said Statements of Work and other Addenda shall be binding on the parties of this contract as if fully stated herein:

- i. This Contract is to provide reimbursement for a portion of deputy salary and benefits, safety equipment, and supplies, as further described in Attachment A.
- ii. Reimbursed costs include, but are not limited to, labor and expenses associated with providing the services described in Attachment A. Costs to purchase equipment is not reimbursable.

### IV. COMPLIANCE

- i. Contractor agrees to possess and demonstrate compliance with all licenses, certifications, and permits that are required to lawfully perform the duties under this contract, including but not limited to Department Certification. Loss of required certification, permit, or license by the Contractor shall automatically terminate this contract.
- ii. DEQ reserves the right to request copies of licensure at any time and Contractor agrees to provide proof of licensure.
- iii. The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, including any regulations and rules promulgated by any governmental authorities which are applicable to the Contract.
- iv. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by Department.

- v. The Contract agrees to comply with the State of Oklahoma Contractor Registration Requirements. Requirements and Registration is available at:  
[https://www.ok.gov/DCS/Central\\_Purchasing/Contractor\\_Registration/index.html](https://www.ok.gov/DCS/Central_Purchasing/Contractor_Registration/index.html)
- vi. The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at <https://www.uscis.gov/e-verify>.
- vii. Termination of Contract shall be based on:
  - a. **TERMINATION FOR CAUSE:** The Contractor may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the Contractor. The State may terminate the Contract immediately, without a 30-day written notice to the Contractor, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.
  - b. **TERMINATION FOR CONVENIENCE:** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the Contractor a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the Contractor.

## **V. COMPENSATION AND APPROPRIATIONS**

- i. **COMPENSATION:** In consideration of the faithful performance by the Contractor of the services identified in the Statement of Work and in conformity with the administrative procedures set forth herein, the Department agrees to compensate Contractor an amount not to exceed Twenty Thousand Dollars and Zero Cents | \$20,000.00 unless amended in writing and approved by Contractor and Department. Compensation may be less than that originally requested in Contractor's application.
- ii. **INVOICES AND PAYMENTS** Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received. State Acquisitions are exempt from sales taxes and federal excise taxes. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.



- iii. **TAX EXEMPTION:** State agency acquisitions are exempt from sales taxes and federal excise taxes. Contractors shall not include these taxes in price quotes.
- iv. **APPROPRIATIONS:** The terms of any Contract resulting from any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year Contracts. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding. This contract is made subject to the availability of State and/or Federal funds and if such funds become unavailable during the term of this contract, then this Contract may be immediately reduced or terminated by the Department.

**VI. GENERAL PROVISIONS**

- i. **PROVISIONS BINDING:** The provisions of this Contract shall be binding on and ensure to the benefit of the Department and the Contractor and their respective successors and permitted assigns.
- ii. **ASSIGNMENT AND SUBCONTRACTING:** This Contract may not be assigned without written approval from the Department. If approved, the assignment is subject to the terms of this contract or grantor agency; and, if the source of funding is federal, subcontractor is also subject to sub-recipient terms and conditions of that funding. The Contractor shall not engage in any subcontract to provide the services herein without prior written approval of the Department. If approved, the Contractor shall be liable for any act of the subcontractor, including any act that constitutes a breach of this contract. An approved subcontractor shall be subject to the terms of this contract or grantor agency. Any subcontracts shall be terminated if a conflict of interest arises between the subcontractor and the Department.
- iii. **FORCE MAJEURE:** Performance may be suspended by either party in case of an Act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, labor, or transportation, accident, national defense requirement, or any cause beyond the control of such party, which prevents the performance of such party. In the event of any of the aforementioned circumstance, Contractor shall be obligated to provide for and Department to pay for only such services as are actually rendered.
- iv. **AFFIRMATION OF STATE EMPLOYMENT:** Contractor, by execution of this Contract, acknowledges and affirms that he/she (1) is not a current employee of the Department, an agency of the State of Oklahoma and (2) has not been an employee of the Department, an agency of the State of Oklahoma within the twelve (12) months next preceding the effective date of this Contract.
- v. **INDEPENDENT CONTRACTOR:** In the performance of all services rendered under this Contract, Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the parties, and accordingly shall not be eligible for rights or benefits accruing to state employees.
- vi. **AUDIT AND RECORDS CLAUSE:** As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form. In accepting any contract with the State, the contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to the execution of the resultant contract. The contractor is required to retain all records and supporting documentation relative to this contract for the duration of the



contract term and a period of seven years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven year period, the records are required to be maintained for seven years from the date that all issues arising out of the action are resolved or until the end of the seven year retention period, whichever is later. Contractor agrees the review of all records as they relate to the performance of professional services are to be subject to examination by the Department, the State Auditor and Inspector and the State Purchasing Director.

- vii. **NO GRANT OF AUTHORITY:** Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the Department, and Contractor agrees not to assume or incur any such liability or obligation without the prior express written consent of the Department.
- viii. **NO OTHER CONTRACT:** Contractor certifies and warrants that it has entered into no other Contract that would prevent performance of the services agreed to herein on the terms and conditions stated. Contractor further certifies and warrants that no such Contract will be entered into during the pendency of this Contract.
- ix. **ENTIRE CONTRACT:** This Contract, along with any quotes, the purchase order, change orders if applicable, amendments if applicable, and other attachments or supporting documentation constitutes the entire Contract and understanding between the parties with respect to the matters contained herein and supersedes all other Contracts between and representations by the parties with respect to such matters.
- x. **AMENDMENT AND MODIFICATION:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the solicitation. All amendments to the solicitation shall be made in writing by the Agency. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the Contractor. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Agency in writing, or made unilaterally by the Contractor, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the resultant Contract.
- xi. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants: A.) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency; B.) Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; C.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local); D.) Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.

- xii. NOTICES: Any notice hereunder to be given by either party to the other shall be in writing and shall be effective when received.
- xiii. NO WAIVER: Waiver by the Department of any breach of any provision of this Contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.
- xiv. SEVERABILITY: The Contracts and covenants contained herein are severable, and in the event any of them shall be held to be invalid by a court of competent jurisdiction, this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.
- xv. CHOICE OF LAW: Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.
- xvi. CHOICE OF VENUE: Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.
- xvii. INDEMNIFICATION: The Contractor shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability insurance of no less than \$1,000,000.00 to adequately compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents, employees or the like. Said policy must provide that the carrier may not cancel or transfer the policy without giving the Department thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the contract and provide the Department with evidence of such insurance and renewals upon request. The Policy Certificate Holder shall be listed as State of Oklahoma Department of Environmental Quality 707 N. Robinson | Post Office Box 1677 Oklahoma City, Oklahoma 73101-1677 on all insurance certificates. Contractor shall indemnify and hold harmless the Department against any and all bodily injury and property damage, deficiencies or liabilities resulting from any negligence on the part of Contractor, its employees or independent contractors, or non-fulfillment of any term or condition of this contract. Contractor shall indemnify and hold harmless the Department under the Contract from any and all assessments, judgments, cost, legal and other reasonable expenses incidental to any of the forgoing.
- xviii. DELIVERY: F.O.B. DESTINATION: Delivery, Inspection and Acceptance: Unless otherwise specified in the contract documents, all deliveries shall be F.O.B. Destination. The Contractor(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted by the receiving agency. The Contractor(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. Contractor(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Agency.
- xix. COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007: The Contractor certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S.

- §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify) .
- xx. **COMPLIANCE WITH APPLICABLE LAWS:** The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- xxi. **MONITORING AND FINANCIAL COMPLIANCE REVIEW:** DEQ, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Such inspections, investigations or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation is conducted by DEQ, Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. DEQ shall have access to and the authority to examine and copy all records related to this Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by the Contractor. DEQ will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.
- xxii. **UNALLOWABLE COSTS:** In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended DEQ funds on unallowable costs on this or any previous Contract, Contractor shall reimburse DEQ in full for all such costs on demand. DEQ may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.
- xxiii. **APPEAL:** In the event any audit resolution, review, monitoring, or oversight results in the determination that DEQ has overpaid the Contractor for this or any previous Contract, Contractor has a right to file a written appeal to the DEQ Executive Director. DEQ will consider the appeal before final action or reimbursement is sought by DEQ. Payments under the Contract will continue while the appeal is pending unless the Contract is otherwise terminated.
- xxiv. **Proper Invoice:** An invoice is considered proper if sent to the proper recipient and goods or services have been received. Contractor shall invoice DEQ monthly for the costs specified within the contract and/or purchase orders. The proper recipient of invoices is DEQ Accounts Payable. Invoices shall be sent to: Oklahoma Department of Environmental Quality Attention: Accounts Payable P.O. Box 1677 Oklahoma City, Oklahoma 73101-1677 or [AccountsPayable@deg.ok.gov](mailto:AccountsPayable@deg.ok.gov) . Failure to comply may result in late payments. Invoices shall contain the purchase order number, a description of the products delivered or services provided, the dates of such delivery or provision of services, and the Contractor's Federal Employer Identification number.
- xxv. **Unauthorized Obligation:** At no time during the performance of this contract shall the vendor have the authority to obligate DEQ for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project, vendor shall cease the project and contact the DEQ contract administrator for approval prior to proceeding. All work performed without an Executed Notice to Proceed and Purchase Order is an Unauthorized Obligation in which the agency will not be liable for.

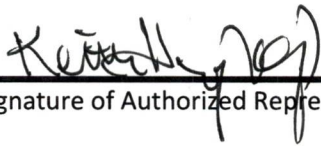


In witness whereof, this Contract, consisting of sixteen (16) pages has been executed and delivered effective as of the date first above written.

Electronic Signature page will replace this page if applicable.

**Muskogee County  
Board of County Commissioners  
Post Office Box 2307  
Muskogee, Oklahoma 74402**

**State of Oklahoma  
Oklahoma Department of  
Environmental Quality  
707 N. Robinson, P.O. Box 1677, Oklahoma  
City, Oklahoma, 73101-1677**



Signature of Authorized Representative

Signature of Authorized Representative

Catherine Sharp

Printed Name of Authorized Representative

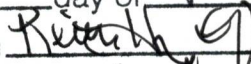
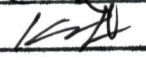

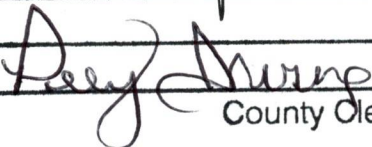
Printed Name of Authorized Representative

Administrative Services Division Director

Title of Authorized Representative

Title of Authorized Representative



16 day of Aug 2021  
Chairman   
Member   
Member   
Attest   
County Clerk

**Attachment A – Scope of Work and Budget**

**Note: Compensation awarded may be less than that originally requested in Contractor’s application.**

**Community Based Environmental Protection Projects**  
**Oklahoma Department of Environmental Quality**  
**Request to Enter Contract for Reimbursement**  
**Environmental Officer Grant Application**

The Oklahoma Department of Environmental Quality (DEQ) has the jurisdictional area of environmental responsibility over the prevention, control and abatement of pollution caused by solid waste which presents a threat to human health or the environment, under provisions of 27A O.S. § 1-3-101 and 27A O.S. § 2-10-202; and

The Executive Director of DEQ is authorized under the provisions of 27A O.S. §§ 2-3-201 and 2-3-202 to enter into contracts for the purpose of carrying out any of the purposes, objectives or provisions of the Environmental Quality Code, Title 27A of the Oklahoma Statutes, for which DEQ has jurisdiction.

DEQ is authorized under the provisions of 27A O.S. § 2-10-802(C) to expend funds and enter into contracts with units of local government and political subdivisions of this State for purposes of administering the Oklahoma Solid Waste Management Act.

DEQ does not reimburse for buildings, vehicles, laptops, weapons and other certain types of law enforcement equipment, or drones.

**Grant money is not guaranteed. Funding is limited. DEQ’s ability to fund requests to local governments is entirely dependent on the amount of money available to DEQ to issue grants.**

**Basic Information:**

- Grants are provided on a reimbursement basis.
- **Grantees must enter into a formal Agreement with DEQ as vendors. Until a fully executed Agreement and Purchase Order are issued, no funds are available. Funds spent prior to a formal Agreement and Purchase Order are not reimbursable.**
- All awarded funding must be spent in the fiscal year granted. Agreements expire June 30, 2022.

Page Break

**Process for Receiving Funds**

1. Apply
2. DEQ reviews application. Discussion between DEQ and applicant may occur at this time. Applicant sends revised Scope of Work and Budget to DEQ, if necessary.
3. DEQ writes formal Agreement and sends through state’s procurement process for approval.
4. DEQ sends applicant a formal Agreement to sign and return, electronically.
5. DEQ signs, then sends an electronic copy of the fully executed Agreement and Purchase Order to applicant.
6. Applicant may now begin to spend funds intended for reimbursement. **Funds spent prior to a fully executed Agreement and Purchase Order (between steps 1-6) are not reimbursable.**
7. Applicant sends invoices and monthly reports to DEQ.
8. DEQ Reimburses invoices within 45 days.

For more information and application deadlines, visit the DEQ website at <https://www.deq.ok.gov/land-protection-division/waste-management/solid-waste/funding-opportunities-for-community-based-environmental-protection-projects/>.

**Application Submittal Instructions**

Preferably, return by email to [Amanda.Scofield@deq.ok.gov](mailto:Amanda.Scofield@deq.ok.gov) with the subject line, “[Organization] FY22 [grant type] Grant Application DEQ”  
e.g., Oklahoma County FY22 Equipment Grant Application DEQ

Or send a hard copy to:

Oklahoma Department of Environmental Quality  
Attn: Patrick Riley, Land Protection Division  
P.O. Box 1677  
Oklahoma City, OK 73101-1677  
Phone: 405-702-5100  
Fax: 405-702-5101

### **DEQ Environmental Officer Grant**

DEQ may provide funding to local law enforcement agencies to help them start environmental crimes enforcement programs to investigate and clean up illegal dump sites. These grants are given to curtail illegal dumping and are not to exceed \$50,000. They typically provide funding for the salary of one part-time Environmental Officer, equipment used to clean dumpsites, labor, and other costs associated with clean-ups. Grant recipients are required to submit monthly invoices, photos, and track certain metrics, such as number of dumps identified, and pounds of trash picked up.

Funding will be provided with preference to agencies providing complete information with their application, agencies that have already designated an environmental officer with previous enforcement experience, agencies which have not previously received funding (e.g. new programs), and those not already receiving funding for Environmental Officers from the Oklahoma Cooperative Circuit Engineering Districts Board.

The DEQ recommends that each agency incorporate the following into their scope of work:

- Attend at least one of the following training opportunities:
    - DEQ's Environmental Law Enforcement Training
    - Keep Oklahoma Beautiful's Law Enforcement Workshop
  - Go on at least one ride-along with an established program or with one of DEQ's Criminal Enforcement Officers
- Establish a tip line and/or a Facebook page to increase awareness

Municipal police departments requesting funding must demonstrate with their application that a jurisdictional agreement is in place with their County Sheriff that allows the police department to conduct environmental investigation and enforcement within the unincorporated county limits of the county.

Local agencies must make all efforts to acknowledge DEQ as a/the source of funding when describing the project to the public or media, in social media posts and on any signage or printed materials related to the project.

### **1<sup>st</sup> Year Participants**

The maximum reimbursable amount of a funding agreement for first year participants is \$50,000. **Actual award may be less, depending on the needs of participant and amount of funding available to DEQ to award as grants.** Up to \$30,000 of the total may be used for officer salary (includes time spent with inmate crews cleaning up dumps). The remainder of that amount may be used for the following purchases/ expenses:

- Vehicle fuel (but not general maintenance)
- Personal protective equipment (gloves, boots, bug spray) for officers or inmates
- Trailer equipped to clean up roadside dumps
- Cameras to post at dump sites (and expenses of operating them)
- "No-Dumping" signs
- Costs of disposing of solid waste at a transfer station or landfill
- Other expenses that support the program, when agreed upon by both parties



Subsequent Years

After the first year, funding agreements will be limited to a total of \$30,000. **Actual award may be less, depending on the needs of participant and amount of funding available to DEQ to award as grants.** Up to \$25,000 may be used to pay the officer salary (includes time spent with inmate crews cleaning up dumps). The remainder may be used for the following purchases/expenses:

- Vehicle fuel (but not general maintenance)
- Personal protective equipment (gloves, boots, bug spray) for officers or inmates
- Trailer equipped to clean up roadside dumps
- Cameras to post at dump sites (and expenses of operating them)
- “No-Dumping” signs
- Costs of disposing of solid waste at a transfer station or landfill
- Other expenses that support the program, when agreed upon by both parties

The following information must be provided before a contract for reimbursement will be considered. Scoring will be based on the following categories: environmental improvement, feasibility, collaboration, public outreach, sustainability, scope of work and budget, quality of proposal, and past performance, if applicable.

Date: May 19, 2021
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1. Name of organization that reimbursements will be issued to:

Muskogee Board of County Commissioners
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2. Contact information for organization

<b>Name:</b>	Sheila Shamblin
<b>Phone Number:</b>	918-682-9901
<b>Fax:</b>	918-684-1697
<b>Email Address:</b>	bocc@muskogeeready.org
<b>Mailing Address:</b>	PO Box 2307, Muskogee, OK 74402

3. Contact information for person who will prepare invoices, maintain records, and be in contact with DEQ.

<b>Name:</b>	Sheila Shamblin
<b>Phone Number:</b>	918-682-9901
<b>Fax:</b>	918-684-1697
<b>Email Address:</b>	bocc@muskogeeready.org
<b>Mailing Address:</b>	PO Box 2307, Muskogee, OK 74402

4. Deputy assigned as Environmental Officer

<b>Name:</b>	Deputy Derek Apple
<b>Phone Number:</b>	918-685-0205
<b>Fax:</b>	918-687-9658
<b>Email Address:</b>	dapple@muskogeeso.org
<b>Mailing Address:</b>	220 N. State Street, Muskogee, OK 74401
<b>Years of Enforcement Experience:</b>	24

5. Signatory Authority for organization with legal authority to sign contract with DEQ (County Commissioner, unless otherwise approved)

<b>Name:</b>	Commissioner Kenny Payne
<b>Phone Number:</b>	918-682-9601
<b>Fax:</b>	918-684-1697
<b>Email Address:</b>	bocc@readymuskogee.org
<b>Mailing Address:</b>	PO Box 2307, Muskogee, OK 74402

6. Project Description & Scope of Work. Answer each question in its answer box to the right.

**Environmental Improvement**

Questions	Answers
<p><b>a. Describe the need for this program.</b></p>	<p>Muskogee County has seen over the past several years, increased dumping from what appears to be contractors from outside areas dumping debris in fringe areas on the edge of the county. We have also seen more dumping in the area of the landfill as people bypass the landfill either due to cost or mere convenience. Tires as always continue to be a problem being left in ditches.</p>
<p><b>b. Who will be served by the program (municipalities, county, region, population estimate)?</b></p>	<p>Muskogee County is a primarily rural county of approximately 71,000 people. Most towns are of insufficient size to absorb the duties required and this then falls to the county level. Muskogee also has the Arkansas navigation channel running through and many creeks empty into this as well. I estimate approximately 85 percent of the county in area would benefit from this program, not to mention each community downstream along the navigation system.</p>

**Cost**

Questions	Answers
<b>c. How much funding are you requesting?</b>	\$30,000.00 in total, to supplement salary and to obtain additional or replacement equipment to assist in this endeavor.
<b>d. Have you previously received reimbursement from DEQ for an environmental officer program? If yes, what years and what dollar amount of funding was provided?</b>	From records it appears the 2018 grant was awarded at 48,350 of which 39,190 was expended.  For grant year 2020 it appears we were awarded 18000 of which all was expended.
<b>e. Have you previously received reimbursement from the Oklahoma Cooperative Circuit Engineering Districts Board for an environmental officer program? If yes, what years? What dollar amount of funding was provided?</b>	No
<b>f. What other sources of funding do you anticipate using to support this program, and in what amount(s)?</b>	County Commissioners are currently funding this position and will continue to provide funding in addition to any grant funds awarded to ensure the continuation and success of the program.
<b>g. Are you partnering with anyone else to implement this program?</b>	No.

**Public Outreach**

Questions	Answers
<b>h. Do you plan to do any public outreach in your community? If so, describe.</b>	Yes, Clean up campaigns, Civic Organization meetings, facebook and other media. Local newspaper as well as the area tv news have been working with us to provide positive coverage about the problems and what is being done to address them.

**Sustainability**

Questions	Answers
<b>i. Have you discussed this program with your prosecuting attorney(s), local judges, and court clerks, and do you have their support?</b>	Yes, They have each expressed interest in assisting us in abating the issue. We have as yet been unable to provide a case to them for this to be tested.



<b>j. Has a reward fund been established pursuant to 22 O.S. §1334 to help offset the cost of the program? If not, will it be set up before any grant funds are utilized?</b>	Not at this time. This is being discussed and hopefully something will come to fruition soon.
<b>k. How long do you intend for the program to remain in place?</b>	Indefinitely. We hope the program is successful but also doubt this issue will ever disappear. We fully expect this program to renew each year for many years to come.
<b>l. How will you support this program if DEQ funding becomes unavailable?</b>	As previously mentioned, the County Commissioner have been generously funding this program and we look forward to being able to supplement this with grant funding.
<b>m. How will benefits be measured? / How will you quantify the success of your project?</b>	Number of dump sites and size of dumps sites will be the largest indicator. We will also look at any prosecutions or charges brought and are they trending up or down. Also the weight of items placed into the land fill would be a good metric in this area.

**Scope of Work & Budget**

Questions	Answers
<b>n. Will funding be used to pay for labor?</b>	Yes, It will be used to supplement the salary, or spread the cost of the Environmental Deputy. In past years the Commissioners and the Sheriff have each had their own separate program. This is the first year these have been combined and appears to be showing success in at least the amount of debris/trash on county roads.
<b>o. Will inmate labor be employed?</b>	Yes, We are currently using trustees from the jail to assist the Environmental Deputy in retrieving debris/trash, placing this into receptacles and then disposing of these items properly.

**Additional Information**

Questions	Answers
<b>p. Is there any other information that you would like to share?</b>	The Sheriff for our County is new and he and the Commissioners have been working much more closely together than previous administrations have. They have a common goal and in lieu of having somewhat competing employees, have pooled resources to strive to make the program better, more resilient and in the end achieve better compliance with State, Local and Federal Law. This position is commissioned through the Sheriff's Office but works directly under the Board of County Commissioners. Previously each office had their own Environmental Officer, this is now one position.

7. Please attach a detailed scope of work and budget for the entire fiscal year that considers officer wages/benefits, equipment purchases, projects, and recommended practices. Please include specifications and cost estimates for large pieces of equipment over \$5,000, such as a trailer.

## Attachment A

### Scope of Work

The Muskogee County Sheriff's Office has assigned a Deputy to investigate and clean up illegal dump sites in Muskogee County.

Estimates expenses are:

1. Deputy Salary and Benefits \$42,000
2. Cellular cameras \$ 3,600
3. Data for costs \$ 1,200
4. PPE costs \$ 1,500
5. Winch for truck \$ 1,500
6. Auto tarp for trailer \$ 1,600

There will be of course additional expenses and out lays throughout the year. These are the primary costs in addition to the equipment and means already in place.

Attachment B

**I. REQUIREMENTS FOR PURCHASING EQUIPMENT WITH DEQ FUNDS:**

- i. All equipment shall be listed along with the work description to the project on Appendix A.
- ii. Records shall be maintained and accounts, including property, personnel and financial records that properly document and account for all contract funds in conformance with Generally Accepted Accounting Principles (GAAP), which can be found here if needed: <https://asc.fasb.org/> . Effective control and accountability is maintained for all funds, property and other assets.
- iii. Equipment means tangible, non-expendable, personal property having useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit.
- iv. Contractor is responsible for properly maintaining equipment and for obtaining all necessary permits associated with use.
- v. Contractor certifies that equipment proposed for administering this Contract is not already on hand and is required for the operation of the Contract. Equipment acquired with DEQ funds must be used in the program or project for which it was acquired.
- vi. Contractor must maintain records of property acquired with DEQ funds from the date of acquisition through final disposition. A control system must be developed to ensure adequate safeguards against loss, damage, or theft, adequate property records must be maintained, and a physical inventory must be completed at least once every two years.
- vii. Contractor may use, manage, and dispose of equipment purchased in accordance with State laws and procedures. Equipment purchased with DEQ funds may not be offered as collateral in any transactions, or sold within three (3) years from the date of purchase unless otherwise agreed by DEQ.