

# REIMBURSEMENT CONTRACT

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This Contract made for the reimbursement of equipment, supplies and labor expenses used to support an Environmental Officer Program for purposes of administering the Oklahoma Solid Waste Management Act. by and between the State of Oklahoma, ex.rel. The Department of Environmental Quality hereinafter referred to as "Department" and/or DEQ and Muskogee Board of 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 and 27A O.S. § 2-10-202, 27A O.S. §§ 2-3-201, 2-3-202 and 27A O.S. § 2-10-802(C);
- ii. DEQ hereby agrees to grant the Contractor funding for reimbursement of expenses related to completion of the project as agreed by both parties, as further described by the scope of work and budget in Attachment A.
- iii. In consideration of Contractor's completion of the work described, DEQ shall reimburse Contractor for eligible costs not otherwise reimbursed by another funding source. The maximum value of this Agreement shall not exceed \$25,000; however, DEQ must be billed for exact cost of the allowable services under this agreement; no overage will be paid.
- iv. The Contract shall be in effect for the period from the date the contract is signed by both parties, or the day an executed Purchase Order has been issued, whichever is later through June 30, 2025.

## **II. REQUIREMENTS FOR DEQ FUNDS:**

- i. If equipment purchases are included as part of the project scope it shall be listed along with the work description of the project on Attachment 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.
- viii. In consideration of the mutual covenants, Contracts, terms, conditions and provisions hereof, the Parties agree as follows:

### **III. 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.

#### **IV. 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-five thousand Dollars | \$25,000 unless amended in writing and approved by Contractor and Department. Compensation may be less than that requested in Contractor's application.
- ii. **INVOICES AND PAYMENTS** Invoices shall be submitted monthly along with monthly progress reports. 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.

#### **V. 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 include 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 if applicable, 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. Contractor may not cancel or transfer the policy without giving the State 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 State with evidence of such insurance and renewals upon request. Notice of Self Insurance can also constitute policies and shall be provided for proof at the beginning of any renewal. Contractor shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Contractor or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Contractor further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee. 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.



- 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



[mailto: 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 nineteen (19) pages has been executed and delivered effective as of the date first above written.

Electronic Signature page will replace this page if applicable.

Muskogee Board of County Commissioners  
PO BOX 2307  
Muskogee, OK 74402-2307

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

Ken Dolke  
Printed Name of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

Commissioner  
Title of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

20<sup>th</sup> day of May 2021  
Chairman   
Member   
Member   
Attest   
County Clerk





**Attachment A: Application**

Community Based Environmental Protection Projects  
Oklahoma Department of Environmental Quality  
Request to Enter Contract for Reimbursement  
**Environmental Officer Grant Application FY23**

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, 2023.
- Final invoices are due by August 31, 2023. Invoices submitted after August 2023 may not be reimbursed.

### **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 1-5) 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] FY23 [grant type] Grant Application DEQ"  
e.g., Oklahoma County FY23 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. These programs are meant to become self-sustaining.

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 and with one of DEQ's Criminal Enforcement Officers
- Establish a tip line and/or a Facebook page to increase awareness and to gain community involvement

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 equipment/supplies.

### 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 equipment/supplies.

### Equipment/Supplies Eligible for Reimbursement:

- Vehicle fuel (but not general maintenance)
- Costs of disposing solid waste at a transfer station or landfill
- "No-Dumping" signs
- Cameras to post at dump sites and expenses of operating them
- Trailer equipped to clean up roadside dumps
- Personal protective equipment (gloves, reflective vests, sunscreen, bug spray) for officers or inmate litter collection crews
- Free dump days
- Other expenses that support the program, when approved by grant administration staff
  - Amanda Scofield: Amanda.Scofield@deq.ok.gov; 405-702-5118
  - Patrick Riley: Patrick.Riley@deq.ok.gov; 405-702-5191



### Environmental Officer (EO) Grant Application FY25

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

Date: 1/9/2024

1. Dollar amount being requested: \$25,000.00
2. County Commission Contact Information: (The Signatory Authority will be a County Commissioner, unless otherwise approved by DEQ, the grant contract will be issued to the County Commission unless otherwise approved by DEQ.)

Name of County Commission (Grantee): Muskogee	
Name/Title (Signatory Authority):	Commissioner Ken Doke, Chairman
Phone Number:	918-682-9601
E-mail Address (where the contract will be sent for signature):	BOCC@readymuskogee.org

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

Name/Title:	Sheila Shamblin
Phone Number:	918-682-9601
E-mail Address:	bocc@readymuskogee.org

4. Address:

Physical address where reimbursements will be mailed:	Muskogee BOCC P. O. Box 2307 Muskogee, Ok 74402-2307
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5. Sheriff's Office Organizational Contact Information:

Sheriff's Name:	Sheriff Andy Simmons
Phone Number:	918-687-0202
E-mail Address:	Asimmons@muskogeeso.org

6. Deputy assigned as Environmental Officer

Name/Title:	Deputy Derek Apple
Phone Number:	918-682-9601
E-mail Address:	Dapple@muskogeeso.org
Years Enforcement Experience:	37
Years of EO Experience:	4

Intended for full or part time?

Full Time

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

**Environmental Improvement**

Questions	Answers
<b>a. Describe the need for this program.</b>	Muskogee County is a primarily rural county, encompassing approximately 840 square miles. It also contains the only operable landfill in a several county area. The blow off along the most popular routes is sufficient to keep us busy for many hours each week. Being a rural county it is also low in the median income range. It is not uncommon to find pickup sized trash dumps in the area of the landfill where it is apparent the person was unwilling or unable to pay the landfill fee and chose to dump it illegally. These issues along with the usual trash pitched out car windows in transit gives us reason to place approximately 3 tons a month into the landfill items we have picked up that were improperly disposed of.
<b>b. Rank the amount of illegal dumping in your community on a scale from 1-10; one being small amounts/number of dumps; ten being large amounts/numbers of dumps. Explain.</b>	I would rank this at approximately 7 on a whole. As mentioned above we have several dumps a month that subvert the landfill. Along with this, I have at least 1 remodeler that is dumping in multiple areas, leaving it nearly impossible to anticipate or set up cameras. With the previously mentioned blow off enroute to landfill, which I have worked the area "educating" carriers about the need to properly tarp and secure loads. Sadly even with my attempts at aggressive enforcement it has waned little, nor do I expect any large change. The remaining is actual litter thrown from cars/trucks. It is addressed as found but again some habits are difficult to change.
<b>c. Does illegal dumping in your community affect quality of life (QOL) for your community members? Rank this on a scale from 1-10; One being low effects on QOL; ten being highly negative effects on QOL. Explain.</b>	Absolutely, we constantly have people stopping and thanking us we clean up sites. Most I think would say this is the primary detractor, unsightly, personally I have more concerns about the health issues involved. Potential to spread disease and attract unwanted animals that may potentially harbor disease. I again rank this at a 7. If it were optics alone it would be higher.



<p><b>d. Who will be served by the program (municipalities, county, region, population estimate)?</b></p>	<p>The entirety of the county will ultimately be served by our program and has benefited from it. Granted the citizens of Muskogee benefit less, but they have their own programs in place to deal with these problems. Latest census numbers are Muskogee County having a population just under 67,000 people with Muskogee City making up slightly more than half of that. The primary beneficiaries are those who live in rural areas, this is my priority. If they move to the county areas skirting this towns/cities. Muskogee city benefits the least, but still benefits as most of my dump sites are city adjacent, the items most likely originating within the city. Fort Gibson, Porum, Warner, Webber Falls, Council Hill, Wainwright, Oktaha, Braggs and Taft are also within the county and those benefit more than Muskogee city. We also do dump days for the smallest towns each year. I would again argue that all residents of Muskogee County benefit but if pushed would say that on a daily basis, 45,000 residents receive some benefit from our program(s). Our program also is farther reaching than Muskogee County. We are geographically located in multiple waterways. Run off from these trash sites has the potential to reach major navigation canals which would then allow it to spread downstream all the way to the ocean eventually.</p>
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**Cost**

Questions	Answers
<p><b>e. Have you previously received reimbursement from DEQ for an environmental officer program? If yes, what years, what dollar amount of funding was provided, and how much of that funding did you spend?</b></p>	<p>Yes I have received funding for fiscal years 22, 23 and 24 in the amounts of 15,000, 25,000 and 25,000. There may have been earlier awards but I am unaware of that. Each award has been spent to its' full amount or as close as I could come practically.</p>
<p><b>f. Have you previously received reimbursement from the Oklahoma Cooperative Circuit Engineering Districts Board (OCCEDB) for environmental cleanup assistance? If yes, what years? What dollar amount of funding was provided?</b></p>	<p>Unaware of any awards.</p>
<p><b>g. What other sources of funding do you anticipate using to support this program, and in what amount(s)?</b></p>	<p>My salary is fully budgeted by the Board of County Commissioners. I do not anticipate this to change, any awards from DEQ are used to supplement this and to provide equipment to make us more efficient and improve the program.</p>
<p><b>h. Are you partnering with anyone else to implement this program? To make more efficient use of limited dollars DEQ will prioritize applications that propose partnerships and collaboration.</b></p>	<p>We do not have any other funding sources identified but do coordinate with our smaller communities in order to maximize the effort of each dollar expended.</p>



**Public Outreach**

Questions	Answers
<b>i. Describe any public education aspects of your project/program. DEQ will prioritize applications that include an educational aspect.</b>	The Board of County Commissioners sponsors a poster contest with each school in the County each year in regard to litter and keeping our lands clean. Do education as possible with civic groups and schools.
<b>j. Describe the public outreach plan for your community, such as news coverage, radio ads, flyers, posters, social media, and at what frequency. Please list your social media handles, if applicable.</b>	News coverage has been almost solely local newspaper which has done several articles since I came on the program. We do not have a specific social media account for posting, the commissioners do so on their sites and I have also posted on my personal site on occasion.

**Sustainability**

Questions	Answers
<b>k. Have you discussed this program with your prosecuting attorney(s), local judges, and court clerks, and do you have their support?</b>	Yes, we have had talked several times, they and the judges are willing to do what is necessary to curb improper disposal. Unfortunately I have been unable to garner any actionable information to date. Have prosecuted on the failure to move over/slow down law.
<b>l. 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>	No, Not that I am aware of, we do utilize the crime stoppers program however.
<b>m. How long do you intend for the program to remain in place?</b>	The program is budgeted and as far as I am aware will remain in effect long past my tenure.

<b>n. What is your plan to become self-sufficient as an Environmental Officer program if DEQ funding becomes unavailable?</b>	The program is fully funded as far as my salary, the DEQ monies allow us to supplement our equipment and do more that without it.
<b>o. How will benefits be measured? / How will you quantify the success of your project?</b>	I first gauged it on the maintained cleanliness of the areas cleaned. I quickly learned that this was false hope, which at first was mentally debilitating. I now gauge it off of any change in amounts taken to landfill as well as the publics perception and comments.

#### Scope of Work & Budget

<b>p. 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. More detailed and itemized budgets will be prioritized.</b>
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#### Other

<b>q. How did you hear about DEQ's Solid Waste Management Grant Program?</b>	Previous participation
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#### Additional Information

Questions	Answers
<b>r. Is there any other information that you would like to share?</b>	I think this grant program has been instrumental to the successes we have had in Muskogee County. Being a rural county, the funds available for this program are limited at best and this grant allows us greatly increase our reach and effectiveness. While our program would survive without this grant, it would be a mere shadow of what we can currently accomplish.

## Fiscal Year 2025

### Enviromental Deputy

#### Employee Expenses

	Monthly	Yearly
Wages	3400	40800
Matching/Insurance	1020	12240
Training	200	2400
Accrued Time	360	4320

#### Vehicle

Payment	750	9000
Insurance	50	600
Fuel	500	6000
Repairs	200	2400

#### Equipment

New Equipment	500	6000
PPE	200	2400
Equipment replacement	200	2400

#### Misc Expenses

Landfill fees	350	4200
trash bags etc..	100	1200
signs/advertising	200	2400

Totals	8030	96360
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