

RESOLUTION NO. _____

RESOLUTION BY THE GOVERNING BODY OF [WATER SYSTEM NAME] (or entity acting on behalf of Water System) AUTHORIZING [WATER SYSTEM NAME] TO ENTER INTO A FUNDING AGREEMENT AND DESIGNATING AUTHORITY TO SIGN A FUNDING AGREEMENT AND RELATED DOCUMENTS FOR FUNDING UNDER THE PUBLIC WATER SYSTEM DROUGHT EMERGENCY RESPONSE PROGRAM

WHEREAS on or about _____ (date) [Water System]____, _____ was identified by the California Department of Public Health (herein referred to as the "State") as experiencing a [CHOOSE ONE: drought related drinking water emergency or threatened emergency; and

WHEREAS [Water System] requested funding from the State for a grant in the amount of \$ _____ under the Public Water System Drought Emergency Response Program (hereinafter referred to as the "Drought Emergency Program"); and

OR

WHEREAS [Water System] authorized _____ to request funding on [Water System's] behalf and _____ requested funding, on behalf of [Water System], from the State for a grant in the amount of \$ _____ under the Public Water System Drought Emergency Response Program (hereinafter referred to as the "Drought Emergency Program"); and

WHEREAS, on _____, a funding agreement was issued by the State to _____ for funding through the Drought Emergency Program for project number PDE-_____, (hereinafter referred to as the "Project") in the amount of \$ _____, (herein referred to as "Grant Funding") ; and

WHEREAS, _____ acknowledges and confirms the total Project cost to be an estimated \$ _____, of which \$ _____ is Grant Funding through the Drought Emergency Program; and

WHEREAS, prior to the State executing said Funding Agreement, _____ is required to adopt a resolution authorizing the Project and designating a person or persons to sign the funding agreement and any amendments, designating a person or persons to approve claims for reimbursement, designating a person or persons to sign the Budget and Expenditure Summary, designating a person or persons to certify to State that the Project is complete, and designating a person to sign the Final Release form.

NOW, THEREFORE BE IT RESOLVED AND ORDERED, that _____ is hereby authorized to carry out the Project, enter into a

Funding Agreement with the State, accept and expend Drought Emergency Program funds for the Project; and

BE IT FURTHER RESOLVED AND ORDERED, that (entity) that the estimated cost of the Project is exceeds the Grant Funding, and (entity name) has funds in the amount of \$ _____ available to carry out the Project.

BE IT FURTHER RESOLVED AND ORDERED, that _____ is hereby authorized and designated to sign the Drought Emergency Program funding agreement for the Project and any amendments thereto; and

BE IT FURTHER RESOLVED AND ORDERED, that _____ is hereby authorized and designated to sign the claims for reimbursement requests under the Drought Emergency Program; and

BE IT FURTHER RESOLVED AND ORDERED, that _____ is hereby authorized and designated to certify that the Project is complete and ready for an inspection by the State of any Project construction; and

BE IT FURTHER RESOLVED AND ORDERED, that _____ is hereby authorized and designated to sign the Budget and Expenditure Summary for the Project; and

BE IT FURTHER RESOLVED AND ORDERED, that _____ is hereby authorized and designated to sign a final release form for the Project.

BE IT FURTHER RESOLVED AND ORDERED, the authority granted hereunder shall be deemed retroactive. All acts authorized hereunder and performed prior to the date of this Resolution are hereby ratified and affirmed. State is authorized to rely upon this Resolution until written notice to the contrary, executed by each of the undersigned, is received by State. State shall be entitled to act in reliance upon the matters contained herein, notwithstanding anything to the contrary contained in the formation or governance documents of _____ or in any other document.

BE IT FURTHER RESOLVED AND ORDERED, any and all actions, whether previously or subsequently taken by _____, which are consistent with the intent and purposes of the foregoing resolutions, shall be, and hereby are, in all respects, ratified, approved and confirmed.

Passed and adopted by the duly authorized governing body of _____ on _____ by the following vote:

AYES: Names: _____

NOES: Names: _____

EXCUSED: Names: _____

_____, President

ATTEST:

_____, Secretary

of _____

PART C

	THIS PERIOD	TOTAL TO DATE
AMOUNT EARNED	\$ -	\$ -
PREVIOUS PAYMENTS		\$
AMOUNT DUE	\$ -	\$ -

ESTIMATED PERCENTAGE OF JOB COMPLETED (applicable for construction costs only) _____ %	IS CONTRACTOR'S CONSTRUCTION PROGRESS ON SCHEDULE? (applicable for construction costs only) <input type="checkbox"/> YES <input type="checkbox"/> NO EXPLAIN:
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PART D

1. Certification of Contractor (applicable for construction costs only)

According to the best of my knowledge and belief, I certify that all items and amounts shown on the foregoing Claim for Reimbursement (Itemized) are correct; that all the work has been performed and/or material supplied in full accordance with the requirements of the referenced Funding Agreement, and/or duly authorized deviations, substitutions, alternations, and/or additions; that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this claim; that no part of the "Balance Due This Payment" has been received and that the undersigned and his subcontractors have complied with the nondiscrimination provisions of the Funding Agreement.

_____ <i>Signature</i>	_____ <i>Date</i>
_____ <i>Name (Print)</i>	_____ <i>Title</i>

2. Certification of Individual Authorized Representative to Sign Budget and Expenditure Summary

I certify that I have checked and verified the foregoing Claim for Reimbursement (Itemized); that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material included in this claim; has been inspected by me and/or by my duly authorized representative or assistants and that it has been performed and/or supplied in full accordance with requirements of the referenced contract; and that partial payment claimed and requested by the contractor is correctly computed on the basis of work performed and/or material supplied to date.

_____ <i>Signature</i>	_____ <i>Date</i>
_____ <i>Name (Print)</i>	_____ <i>Position Title or Registration Number</i>

3. Request for Payment by Entity

The construction of the project is progressing satisfactorily and to the best of my knowledge the amounts contained in the foregoing Itemized Claim Form are true and correct statements of actual costs incurred for work performed and I hereby request payment from the fund indicated on the Claim for Reimbursement form in the amount of \$ _____ for reimbursement of eligible project costs estimated above.

_____ <i>Signature</i>	_____ <i>Date</i>
_____ <i>Name (Print)</i>	_____ <i>Position Title or Registration Number</i>

Your claim packet must include original "wet" signatures from the person(s) designated in your resolution. Please sign in blue ink and make photocopies of the signed originals.

Please submit the original and one copy of the entire claim package to:

Department of Public Health, Safe Drinking Water Office
P.O. Box 997377, MS 7418
Sacramento, CA 95899-7377

In addition, a full copy of the claim package must be sent to your CDPH District Office.

Instructions for completing "CLAIM FOR REIMBURSEMENT"

PART A

Name of Water System

The name should be identical to the name used in the Funding Agreement with the State.

Funding Agreement Number

The number is on the Funding Agreement (Ex. PDE13D01)

Claim Number

Submit no more than one claim per month. The format for numbering claims will be in sequence (Claim No. 1, No. 2, etc.)

PART B - Expenditure Summary

Line Item Number

This number corresponds to the line items on your Budget and Expenditure Summary form as well as the corresponding Itemized forms.

Attachment Number

Numerically identify each attachment, corresponding to each Claim for Reimbursement (Itemized) form, found in the upper right hand corner. (1 of 3, 2 of 3 and 3 of 3)

Description

Must match the B&E line item description but may include additional information, such as the name of the contractor.

Project Expenditures

Enter the total dollar amount incurred for the line item this claim period.

Matching Funds/Supplier's Cost/Other Fund Source(s)

If required by Funding Agreement to demonstrate matching funds, enter the dollar amount covered by non Public Water System Drought Emergency sources for this claim.

Funds Requested

The dollar amount of Public Water System Drought Emergency funds requested for each line item. If your project is funded from multiple sources, you must submit to CDPH copies of all payment requests (claims) for each funding source, including support documentation.

PART C - Totals

1. Sum of project expenditures and Public Water System Drought Emergency funds requested from the columns in Part B. 3
2. Total all prior claims - Do not include this claim.
3. Sum of Items 1 (Total this Claim) and 2 (Total all prior claims).
4. Public Water System Drought Emergency funds (amount from the Funding Agreement).
5. Same as Item 3, the sum of Items 1 and 2.
6. Funds still available - Item 4 minus Item 5. This amount must be equal to or greater than zero.

The totals in Part C should match the totals on the Claim B&E.

DO NOT WRITE IN THE BLOCKS MARKED "FOR STATE USE ONLY".

If additional space is required use a second Claim for Reimbursement form and identify it as "Page Two" in the upper right hand corner.

Show a total only for the last Claim for Reimbursement form.

Instructions for submitting "ITEMIZED CLAIM FORM"

Submit an itemized form for each contractor being funded for this claim.

PART A

FOR CONSTRUCTION COSTS ONLY - Date of Completion

The expected completion date for this contractor's portion of the project.

FOR CONSTRUCTION COSTS ONLY - Amount of Contract

The amount of the contract for this contractor's portion of the project.

If any revisions have been made to the completion date or contract amount, note them in the space provided.

The CDPH District Office must approve of any changes.

Dates of Claims

The date range for this claim (from the Claim for Reimbursement form).

PART B

Budget Line Item

This number corresponds to the line items on your Claim for Reimbursement form and Budget and Expenditure Summary form.

Invoice Number and Invoice Amount

Please enter each invoice separately.

This Period

Quantity and Amount

Total amount for this contractor submitted this claim.

Total to Date

Quantity and Amount

Total amount for this contractor to date (entire project).

PART C

Amount Earned

Total of "This Period" and "Total to Date" columns in Part B.

Amount Due (This Period) and Amount Due (Total to Date)

Enter the amount of funds requested this claim.

Previous Payments

Enter the sum of previous payments related to this contractor in the Total to Date column.

FOR CONSTRUCTION COSTS ONLY - Estimated Percentage

Total percentage of work completed by this contractor for this contract, required.

FOR CONSTRUCTION COSTS ONLY - Contractor's Progress

Indicate if contractor is on schedule. If "no," explain.

Part D

D2 and D3 must always be signed by the personnel designated in the resolution. Part D2 is always signed by a registered civil engineer unless otherwise approved in writing by State. Part D1 is signed FOR CONSTRUCTION COSTS ONLY.

DO NOT REQUEST REIMBURSEMENT FOR FUNDS THAT WON'T BE IMMEDIATELY DISBURSED TO THE CONTRACTOR, INCLUDING RETENTION.

Final Release

Definitions: As used in this release "Funding Agreement" refers to that certain State of California Department of Public Health Funding Agreement identified in paragraph 2 below; "final invoice" refers to "final claim" as used in said Funding Agreement and "Supplier" refers to the party identified as "Supplier" in said Funding Agreement.

Instructions to Supplier:

With your final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind Supplier. The additional copy may bear photocopied signatures.

2. Submission of Final Invoice

Pursuant to Funding Agreement number _____ entered into between the State of California Department of Public Health (CDPH) and the Supplier (identified below), the Supplier does acknowledge that final payment has been requested via invoice number _____, in the amount of \$ _____ and dated _____.

3. Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number referenced above, Supplier does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced Agreement.

4. Repayments Due to Audit Exceptions / Record Retention

By signing this form, Supplier acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Supplier agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced Agreement must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said Funding Agreement.

5. Other Issues

By signing this form, Supplier further agrees, in connection with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced Funding Agreement, including, but not limited to, those provisions relating to notification to the State and related to resolution of disputes and the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Supplier's Legal Name (as on Agreement)

Signature of Supplier

Date: _____

Printed Name/Title of Person Signing

CDPH Distribution: Accounting (Original) Program (Copy): Division of Drinking Water and Environmental Management