

State Water Resources Control Board
Underground Storage Tank Cleanup Fund

CONDITIONS OF PAYMENT CERTIFICATION

CLAIMANT NAME:	CLAIM NO.:
SITE ADDRESS:	

This form is a required supplement to your Reimbursement Requests. It must be filled out and signed by you and any joint claimants. **All signatures must be originals. NOTE: Reimbursement Requests CANNOT BE PROCESSED unless the "Conditions of Payment Certification" form is on file with the Underground Storage Tank Cleanup Fund.**

CONDITIONS OF PAYMENT

By submission hereof, and as a condition of payment hereunder, the Claimant warrants and agrees that:

- 1 The Claimant has complied with, and will comply with, all applicable state laws, rules and regulations which are a condition of payment from the Fund and with all terms, conditions and commitments in the Claimant's Application, and any documents in support thereof.
- 2 All costs for which reimbursement is sought are eligible for reimbursement and Claimant is entitled to reimbursement therefore.
- 3 The Claimant has established and will maintain separate accounting records and such other books, records, and documents as may be needed to adequately and accurately reflect and verify all costs claimed and Claimant's entitlement thereto, and Claimant agrees to retain such records for at least three years after disbursement from the Fund or three years after final payment from the Fund on account of costs at the site which is the subject of this claim, whichever period is longer. The retention period shall be extended until completion of any audit in progress at the time of normal expiration of the retention period.
- 4 The Claimant will expeditiously provide any reports, data, information, or certifications required by the State Water Resources Control Board (State Water Board).
- 5 The State Water Board or any authorized representative thereof may, any time during the retention period specified in Paragraph 3 above, commence an audit of any costs relevant to reimbursement from the Fund, and the Claimant will make available all necessary books and records therefore, including, but not limited to, the records specified in Paragraph 3 above. The Claimant agrees to reimburse the Fund for any costs disallowed as a result of such audit immediately upon receipt of a copy of such audit.
- 6 If the Claimant receives reimbursement from another person on account of any cost for which reimbursement is also received from the Fund, the Claimant will remit to the Fund an amount equal to the sum disbursed from the Fund on account of such cost, provided, however, that if such cost was advanced to the Claimant under circumstances where the Claimant is obligated to repay the advance from any reimbursement from the Fund, and if the Claimant receives no benefit, direct or indirect, from such repayment, no remittance to the Fund is required.
- 7 The Claimant certifies that all amounts claimed on Claimant's Reimbursement Request represent actual amounts that have been or will be paid by the Claimant or, if applicable, a Joint Claimant, Co-Payee, or another person pursuant to the terms of a valid "on behalf of" agreement.
- 8 Claimant shall provide to the Fund proof that all costs claimed on each Reimbursement Request have been paid by the Claimant or, if applicable, a Joint Claimant, Co-Payee, or another person pursuant to the terms of a valid "on behalf of" agreement.
- 9 Any overpayment from the Fund, or any other payment from the Fund to which the Claimant is not entitled, will be repaid to the Fund by the Claimant immediately upon knowledge or notice that such a payment has been made and in any event, not later than 30 days after a written request for repayment by the State Water Board or any authorized representative thereof.
- 10 In the event of an overpayment by the Fund for this claim, reimbursements for all of Claimant's Fund claims may be held in abeyance until the overpayment is repaid or otherwise resolved to the satisfaction of the State Water Board.
- 11 Any repayments due to the Fund shall bear interest at the highest legal rate from the date due to the Fund to the date of actual repayment.
- 12 The Claimant will indemnify, defend and save harmless the State, its officers, agents, and employees from any and all claims, losses and liability arising out of or connected with any payment to the Claimant pursuant to all Reimbursement Requests, including, but not limited to, the reasonable cost of any attorney fees and any associated court and trial costs.
- 13 The Claimant will promptly notify the appropriate Division of the State Water Board in writing when the project for the subject site has been completed and will thereafter cooperate with the Division in any close out procedures requested by the Division.

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CONDITIONS OF PAYMENT CONTINUED

- 14 The Claimant understands that, pursuant to Section 25299.74, subdivision (c) of the California Health and Safety Code, the State Water Board at its option may require that the Claimant transfer and assign to the State of California, and subrogate the State to, any and all rights which the Claimant may have to recover corrective action costs included in the Claimant's Reimbursement Requests from any person or persons responsible or liable for the unauthorized release for the subject site, up to the amount of any reimbursement received by the Claimant.
- 15 The Claimant certifies that all invoices, documentation of payment of invoices, and all other supporting documentation submitted in connection with the Claimant's Reimbursement Requests are true and accurate representations of costs actually incurred by or on behalf of the Claimant at the subject site.
- 16 The Claimant understands that fraud, waste, and the abuse of public funds are prohibited by law. The Claimant warrants that it and its agents and consultants shall not engage in fraud, waste, or the abuse of Fund monies, and will cooperate in any investigation of such activities that are suspected in connection with the claim. The Claimant understands that discovery of any evidence of fraud, false claims, misrepresentation, forgery, theft, or any other misuse of public funds related to payment requests, invoices, proof of payment of invoices, or other supporting documentation, including, but not limited to, multiple billings for time, services, or any other eligible cost, may result in claim suspension, disqualification, repayment of Fund monies, and referral to the Attorney General's Office for appropriate action.
- 17 In the event of a death, corporate merger or acquisition, partnership dissolution, or any other event that results in a change in the Claimant's or, if applicable, Joint Claimant's or Co-Payee's, full legal name, entity status, taxpayer identification number, or any fictitious business name provided to the Fund, the Claimant will promptly notify the Fund in writing and expeditiously provide any wills, trusts, merger documents, dissolution documents, or other documentation required by the Fund.

CERTIFICATION

NOTE: All individuals signing this Certification on behalf of the Claimant or, if applicable, Joint Claimant, represent and warrant that they are authorized to do so on behalf of the respective party pursuant to a valid Power of Attorney or as the entity's authorized signatory.

PLEASE READ CAREFULLY BEFORE SIGNING:

"I (we) certify (or declare) under penalty of perjury that I (we) have read and agree with the Conditions of Payment listed above."

CLAIMANT SIGNATURE DATE

CLAIMANT NAME (TYPE OR PRINT)

CLAIMANT SIGNATURE DATE

CLAIMANT NAME (TYPE OR PRINT)

JOINT CLAIMANT SIGNATURE DATE

JOINT CLAIMANT NAME (TYPE OR PRINT)