



This Subrogation Agreement is made and entered into on this day 30th of August,

20 21, by and between Tulsa County (“Recipient”) and the Oklahoma Department of Commerce (ODOC).

In consideration of the Recipient’s receipt of funds or the commitment by ODOC to evaluate the Recipient’s application for the receipt of funds (collectively, the “Grant Proceeds”) under the Oklahoma Department of Commerce CBDG-CV Program administered by ODOC, Recipient hereby assigns to ODOC all of Recipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by a Federal entity, for profit, non-profit or other organization that was the basis of the Coronavirus pandemic since January 21, 2020, the extent of Grant Proceeds paid or to be paid to the Recipient under the Program and that are determined in the sole discretion of ODOC to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, Coronavirus relief grants, other grants awarded, or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds not listed on the Duplication of Benefits Chart the Recipient agrees to immediately notify ODOC who will notify the US Department of Housing and Urban Development (HUD) of such additional amounts, and ODOC will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to ODOC, to be retained and/or disbursed as provided in this Agreement.

The Recipient agrees to assist and cooperate with ODOC to pursue any and all claims the Recipient has against the insurers for reimbursement of DOB Proceeds under any such policies. The Recipient’s assistance and cooperation shall include but shall not be limited to: allowing suit to be brought in the Recipient’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by ODOC. The Recipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Recipient would be entitled to under any applicable program.

If requested by ODOC, the Recipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to ODOC, to the extent of the Grant Proceeds paid to the Recipient under the Program, the Policies, any amounts received under the programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by ODOC to consummate and make effective the purposes of this Agreement.

The Recipient explicitly allows ODOC to request of any company with which the Recipient held insurance policies, or for-profit or non-profit organizations or any other entity from which the Recipient has applied for or is receiving Proceeds, any non-public or confidential information determined by ODOC to be reasonably necessary by ODOC to monitor/enforce its interest in the rights assigned to it under this Agreement and give the Recipient’s consent to such company to release said information to ODOC.

CMF# 20211976



In the event that the Recipient receives or is scheduled to receive any Proceeds not listed on its Duplication of Benefits Chart ("Subsequent Proceeds"), the Recipient shall pay such Subsequent Proceeds directly to ODOC, and ODOC will determine the amount, if any, of such Subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Recipient. Subsequent DOB Proceeds shall be disbursed as follows:

- If the Recipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained and remitted to ODOC.
- If the Recipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by ODOC to reduce payments of the Grant Proceeds to the Recipient, and all Subsequent DOB Proceeds shall be returned to the Recipient.
- If Recipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Recipient; and (B) any remaining Subsequent DOB Proceeds shall be retained and remitted to ODOC.

If ODOC makes the determination that the Recipient does not qualify to participate in the Program or the Recipient determines not to participate in the Program, the Subsequent DOB Proceeds shall be returned to the Recipient, and this Agreement shall terminate.

Once ODOC has recovered an amount equal to the Grant Proceeds paid to the Recipient, ODOC will reassign to the Recipient any rights assigned to ODOC pursuant to this Agreement. The Recipient represents that all statements and representations made by the Recipient regarding Proceeds received by ODOC shall be true and correct as of the date of Closing.

NOTICE: The Recipient and the person executing this Agreement on behalf of the Recipient are hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credit, including a mortgage loan, is a violation of 18 U.S. Code § 1010 and, depending upon the amount of the Grant Proceeds, is punishable by fine, imprisonment for up to two years, or both.

The person executing this Agreement on behalf of the Recipient hereby represents that he\she has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain the Grant Proceeds.

In any proceeding to enforce this Agreement, ODOC shall be entitled to recover all costs of enforcement, including actual attorney's fees. Any litigation that may arise involving this agreement shall take place in the District Court of Oklahoma or the Western District of the State of Oklahoma. The laws of the State of Oklahoma shall also apply to this agreement.

RECIPIENT

By: 

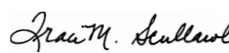

Authorized Official: Stan Sallee

Title: Chair, Tulsa County Board of Commissioners

Approved as to form:

James G. Rea Digitally signed by James G. Rea
Date: 2021.08.25 14:40:11 -05'00'

Assistant District Attorney

Attest:  

Traci Scullaw for Michael Willis, Tulsa County Clerk