

NAME OF APPLICANT _____

DOB SUBROGATION AGREEMENT



**MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION**

This Subrogation Agreement (“Agreement”) is made and entered into on this day of _____, 20____, by and between _____ and the _____

By receiving the CDBG-DR Grant Amount, the Applicant(s) hereby agrees to immediately report any current or future funding that may be received from any Federal Emergency Management Agency (“FEMA”) program, Federal Highway Administration (FHWA), Environmental Protection Agency (EPA), U.S. Army Corps of Engineers (USACE), casualty or property damage insurance, nonprofit donations or grants, or any other funding source. that has not previously been included in the DOB calculation of the Grant Amount. An analysis will be conducted by MEDC to determine whether this additional funding constitutes a duplication of benefits,

Under this Agreement, future proceeds shall be subject to the following:

- a) If proceeds are received by the Applicant between the date of this Agreement and the date of the first disbursement of the Grant Amount are determined to be duplicative, the Program will re-calculate the Grant Amount by including the proceeds as a Duplication of Benefits in the grant calculation, which may result in the Grant Amount being reduced.
- b) If proceeds are received by the Applicant after the date of the first disbursement of the Grant Amount, but before the final disbursement, then the Applicant(s) need for assistance will be recalculated if the proceeds are found to be duplicative. In this case the Applicant may be required to repay the Program the difference between the total amount of disbursements as of the date the proceeds were received, and (ii) the total Grant Amount that would have been made if such proceeds had been included in the original DOB calculation.
- c) If proceeds are received by the Applicant after the date of the final disbursement of the Grant Amount, then the Applicant(s) must turn over to the Program the total amount of the Proceeds determined to be duplicative, up to, but not exceeding, the Grant Amount.
- d) If proceeds are received while the Applicant(s) is in default under the Program, then the Program will recover the amount of CDBG-DR proceeds up to the Grant Amount disbursed.

Applicant(s) must agree to assist and cooperate with the CDBG-DR Program should there be a need to pursue any of the claims the Applicant has or may have with other parties providing disaster assistance. If requested by the Program, the Applicant(s) must provide additional documents or share information with the Program to further determine what assistance is available to the Applicant(s) and the implications on the Grant Amount.

The Applicant executing this Agreement hereby represents that has been received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain Grant Proceeds.

Authorized Representative's Signature

Date