

RESOLUTION NO. 056 (2022/2023)

**A RESOLUTION APPROVING SUBROGATION AGREEMENT BETWEEN MEYER
CHIROPRACTIC AND CITY OF NEVADA**

WHEREAS, the City of Nevada, Iowa, ("City"), at the request of Meyer Chiropractic ("Subrecipient"), has applied to the Iowa Economic Development Authority ("IEDA") for a grant of federal funds to cover Subrecipient with ChiroSight Chiropractic System including six (6) year sensor hardware parts warranty; six (6) year basic training and support; one (1) year premium tools & off-sight back-up; and

WHEREAS, the City has been awarded a CDBG-CV Microenterprise grant for a forgivable loan to Subrecipient in the amount of \$15,322.00; and

WHEREAS, the City is entering into a CDBG-CV Subrogation Agreement with Subrecipient, and under the City of Nevada CDBG-CV Program administered by the City, Applicant hereby assigns to Grantor all of Applicant's future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any microenterprise assistance program that are determined in the sole discretion of City of Nevada to be a duplication of benefits as provided in this agreement; and

WHEREAS, the City intended to provide, and Subrecipient intends to receive, a forgivable loan subject to all terms and conditions set forth in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Iowa, does hereby approve the CDBG-CV Subrecipient Forgivable Loan Agreement between the City and Meyer Chiropractic, for ChiroSight Chiropractic System including six (6) year sensor hardware parts warranty; six (6) year basic training and support; one (1) year premium tools & off-sight back-up. The Mayor and Clerk are hereby authorized to execute the agreement and execute such other documents that are necessary on the City of Nevada's behalf.

Passed and approved this 28th day of November, 2022.



Brett Barker, Mayor

ATTEST:



Kerin Wright, City Clerk

Moved by Council Member Dane Nealson, seconded by Council Member Barb Mittman, that Resolution No. 056 (2022/2023) be adopted.

AYES: Nealson, Mittman, Sampson, Skaggs, Ehrig, Hanson
NAYS: None
ABSENT: None

The Mayor declared Resolution No. 056 (2022/2023) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 056 (2022/2023) at the regular Council Meeting of the City of Nevada, Iowa, held on the 28th day of November, 2022.

ATTEST:



Kerin Wright, City Clerk

SUBROGATION AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this ___ day of November 22, 2022, by and between Meyer Chiropractic ("Applicant") and the City of Nevada ("Grantor").

In consideration of Applicant's financial situation or the commitment by Grantor to evaluate Applicant's application for the receipt of funds (collectively, the "Grant") under the City of Nevada CDBG-CV Program (the "Program") administered by Grantor, Applicant hereby assigns to Grantor all of Applicant's future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any microenterprise assistance program that are determined in the sole discretion of City of Nevada 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 a federal grant 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 Certification, the Applicant agrees to immediately notify the Grantor of such additional amounts. The Grantor 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 the Grantor.

Applicant's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Applicant'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 the Grantor. Applicant further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Applicant would be entitled to under any applicable microenterprise assistance program.

If requested by the Grantor, Applicant agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantor, to the extent of the Grant paid to Applicant under the Program, the Policies, any amounts received under the the Program 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 the Grantor to consummate and make effective the purposes of this Agreement.

Applicant explicitly allows the Grantor to request of any organization with which the Applicant has applied for or is receiving *Proceeds*, any non-public or confidential information determined to be reasonably necessary by the Grantor to monitor/enforce its interest in the rights assigned to it under this Agreement and give Applicant's consent to such company to release said information to the Grantor.

Applicant represents that all statements and representations made by the Applicant regarding Proceeds received by the Applicant shall be true and correct as of the date of Closing.


NOTICE: Applicant executing this Agreement are hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credit is a violation of Title 18 United

States Code Section 1001 and, depending upon the amount of the Grant, is punishable by a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

The Applicant executing this Agreement 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.

In any proceeding to enforce this Agreement, the Grantor shall be entitled to recover all costs of enforcement, including actual attorney's fees.

APPLICANT

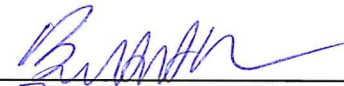
Signature: 
Name: Jeremy Meyer
Date: 11/22/2022

CO-APPLICANT

Signature: _____
Name: _____
Date: _____

GRANTOR:

City of Nevada

Signature: 
Name: Brett Barker
Title: Mayor
Date: 11-28-2022