

American Rescue Plan Recipient Funding Agreement

This American Rescue Plan Recipient Funding Agreement (“Agreement”) is entered into by and between Muncie Action Plan, Inc. (“MAP”) and South Central Neighborhood (“Recipient”).

WHEREAS, the City of Muncie is the recipient of federal funds pursuant to the American Rescue Plan Act of 2021 (“ARP”); and

WHEREAS, MAP has executed a contract with the City of Muncie that provides for MAP to assist with the awarding of the ARP funds that were designated by the City for distribution to neighborhood organizations (“ARP Funds”); and

WHEREAS, Recipient submitted an application to MAP seeking ARP Funds for an authorized use; and

WHEREAS, MAP has determined that Recipient should be awarded all or a portion of the amount requested;

ACCORDINGLY, the parties agree as follows:

1. **Grant Funds:** Recipient shall receive a grant in the amount of thirty eight thousand five hundred twelve dollars and eighty seven cents Dollars (\$38,512.87) to be paid in a single installment.
2. **Use of Funds:** Recipient shall only use the grant funds for the purpose(s) described in Recipient’s grant application filed with MAP, subject to the following condition(s):
Nothing additional

All grant funds shall be obligated for use no later than December 31, 2024. Recipient acknowledges that the use of grant funds must comply with ARP and is subject to all current and future federal law, regulations or official guidance related to ARP.

Recipient shall not engage in discrimination on the basis of age, sex, race, religion, national origin, disability, economic status, or sexual orientation in the provision of any programs and/or services. Recipient shall not use the funds for any religious purpose including, but not limited to, religious worship, instruction or proselytization.

3. **Recordkeeping:** Recipient shall keep and maintain all records related to the receipt and use of grant funds and shall furnish MAP and/or City with a copy of said records upon request. Such records shall include but are not limited to: (1) Recipient’s grant application and supporting materials; (2) current and future bank statements showing the use of grant funds; (3) invoices, purchase orders or other receipts for any use of grant funds; and (4) any other record reasonably related to the use of grant funds. All records shall be maintained by Recipient for a period of five (5) years.

4. **Reporting:** Recipient shall provide MAP with a report of the use of ARP Funds on or before the last day of each quarter of the calendar year commencing the last day of the first quarter of 2023 (March 31, 2023).

5. **Dissolution, Insolvency, Tax-Exempt Status:** If Recipient dissolves its corporate entity, enters into bankruptcy or other insolvency proceeding, or otherwise ceases to operate in the manner described in the grant application, Recipient shall immediately inform the MAP and/or the City's Controller.

6. **Indemnification:** Recipient agrees, to the extent permitted by law, to defend, indemnify, and hold harmless MAP and the City, their officers, employees and agents, from and against any and all claims, liabilities, losses, and expenses directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Recipient, its officers, employees, or agents related to the grant application or the use and/or misuse of the grant funds.

7. **Miscellaneous:**
 - a. **Severability:** The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

 - b. **Entire Agreement:** This Agreement contains the complete agreement between the parties and supersedes all other agreements, both written and oral, between the parties.

 - c. **Modification:** This Agreement may be modified only by an agreement in writing executed and properly approved by all parties.

 - d. **Waiver:** The waiver of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the
4th day of May, 2023.

MUNCIE ACTION PLAN

South Central _____ NEIGHBORHOOD
ASSOCIATION

BY: _____

BY: _____

Printed: Mitch Isaacs, President

Printed: _____