



**GRANT AGREEMENT
KNIGHT FOUNDATION FUND**

GRANTEE: Biloxi Main Street District

GRANT TITLE/DESCRIPTION: HowHop Beautification Project

AMOUNT OF GRANT: \$50,000.00

GRANT TERM: December 2022 – November 2023

FINAL REPORT DUE: December, 2023

This Grant Agreement is entered by and between the **Gulf Coast Community Foundation** (“Grantor”), a Mississippi not-for-profit corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code (“IRC”), and Gulf Coast Main Street / **Biloxi Main Street District**, (“Grantee”), a Mississippi not-for-profit corporation exempt from Federal Income Tax under Section 501(c)(3) of the IRC.

WHEREAS, Grantor has established the **KNIGHT FOUNDATION FUND**, a fund of the Gulf Coast Community Foundation, with a generous contribution from the **John S. and James L. Knight Foundation** (the “Knight Foundation”). In Biloxi and Gulfport, the Knight Foundation supports a more informed and engaged community by investing in entrepreneurship and the vibrancy of the downtown corridors;

WHEREAS, Grantee proposes to transform the Biloxi I-110 connector overpass with the HowHop beautification project, where art and entertainment will come together; and

WHEREAS, Grantor intends to provide funding to support Grantee’s efforts pursuant to the recommendation of the Knight Foundation and subject to the attached General Terms and Conditions.

THEREFORE, In consideration of the following, the Parties agree as follows:

1. Grantee shall utilize the grant proceeds to fund Biloxi Main Street District’s HowHop beautification project, as proposed in the application for funding submitted in September of 2022.
2. Grantee shall inform Grantor in a timely manner of changes to the organization’s tax status, significant difficulties in making use of the funds for the purposes described in the grant request, or inability to expend the grant funds in the time-period set forth. Any changes in the purposes for which Grant funds are to be used must be approved in writing in advance by Grantor. Grantor retains the right, if Grantee breaches this Agreement, or if Grantee’s conduct jeopardizes Grantor’s legal or tax status, to withhold, withdraw, or demand immediate return of Grant funds. Grantee shall return to the Grantor any unexpended funds at the end of the grant period or if Donor determines the Grantee has not performed in accordance with this Agreement.
3. Grantee shall maintain clear and accurate records of receipts and expenditures for this grant and permit Grantor to monitor and evaluate the project funded by this grant through discussions with staff and others, site visits, and the review of records, as appropriate.


4. Grantee shall submit a full and complete report on the manner in which the funds are spent based upon the grant request, and the progress made in accomplishing the purpose of this grant. This report shall be submitted on the date indicated above and, in the format, prescribed by the Grantor.
5. Grantee shall be fully responsible for the Project. Neither Grantor, Grantor's Donor, nor the Fund shall have any responsibility, obligation, or liability for the Project, beyond payment of the grant funds in strict accordance with this agreement.
6. Grantee is an independent contractor. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or constitute either Party to be the agent of the other Party for any purpose. Neither Party shall have any authority to act for or bind the other Party in any way, nor shall either Party represent that it has such authority
7. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Fund, Grantor, and their officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its contractors, employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the Grant or in carrying out the program or project to be funded or financed by the Grant, except to the extent that such claims, liabilities, losses or expenses resulting from any act or omission of the Fund, Grantor, or their officers, directors, trustees, employees or agents.
8. Grantee hereby grants Grantor and Donor a license to use Grantee's name and pictures and descriptions of the Project in connection with publications and publicity of Grantor or Grantor's Donor. Grantee shall execute and return the attached *Publicity Release*.
9. Grantee shall not discriminate on the basis of race, religion, gender, national origin, or disability.
10. This Grant is not to be used directly or indirectly in any attempt to influence legislation within the meaning of IRC Section 501(c)(3); to participate or intervene in any political campaign; to induce or encourage violations of law; to cause any improper private benefit to occur; or to take any other action inconsistent with IRC Section 501(c)(3).
11. If Grantee wants to publicize the Grant, Grantee will acknowledge the Grantor. Grantee shall also give credit to Grantor in all printed programs or publicity related to this project by including the following: **"This project is supported by the KNIGHT FOUNDATION, in partnership with the Gulf Coast Community Foundation."**
12. Both Grantee and Grantor have obtained all approvals necessary to enter into and be bound by this agreement.

Witness our signature effective the _____ day of October 2022.

GULF COAST COMMUNITY FOUNDATION, Grantor

By: _____
Christen Duhé, Ed.D. – President & Executive Director

BILOXI MAIN STREET DISTRICT, Grantee

By:  _____

PUBLICITY RELEASES: (PLEASE SIGN GRANTING PERMISSION)

BY SIGNING BELOW, YOU ARE AUTHORIZING THE GULF COAST
COMMUNITY FOUNDATION AND KNIGHT FOUNDATION
TO PUBLISH PHOTOGRAPHS AND MATERIALS RELATED TO
THIS PROJECT IN FUTURE PUBLICATIONS, ON THE WEB SITE, OR
ON OTHER FORMS OF SOCIAL MEDIA.

Kay Miller
SIGNATURE

KAY Miller Bms Exec Dir.
PRINT NAME AND TITLE

11-10-2022
DATE