

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.: 577

Council Meeting Date: November 21, 2023

ITEM TITLE: RESOLUTION

INTRODUCED BY: Mayor Andrew "FoFo" Gilich

CONTACT PERSON: E. Michael Leonard, CAO *ELM*

John Miller, Director of the Police Department

SUMMARY EXPLANATION:

Resolution authorizing entry into First Amendment to Memorandum of Understanding and Rental Agreement with Seashore United Methodist Assembly for Van Hook Hall

Resolution Ordinance _____ Public Hearing _____ Routine Agenda _____

Exhibits for Review

Contract Minutes _____ Plans/Maps _____ Deed _____ Lease _____

Other (Specify): Exhibit A: First Amendment

Submittal Authorization: Council President _____ Mayor

STAFF RECOMMENDATION: Staff recommends approval

COUNCIL ACTION: Motion By: _____ Second By: _____

Vote:	Councilmember	Yes	No	AFR	ABST	Councilmember	Yes	No	AFR	ABST
	Lawrence	_____	_____	_____	_____	Tisdale	_____	_____	_____	_____
	Gines	_____	_____	_____	_____	Glavan	_____	_____	_____	_____
	Newman	_____	_____	_____	_____	Barrett	_____	_____	_____	_____
	Deming	_____	_____	_____	_____					

ACTION TAKEN:

Resolution No.

RESOLUTION AUTHORIZING ENTRY INTO FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING AND RENTAL AGREEMENT WITH
SEASHORE UNITED METHODIST ASSEMBLY FOR VAN HOOK HALL

WHEREAS, by Resolution No. 274-23, the governing authorities of the City of Biloxi (the "City") approved entry into a Memorandum of Understanding and Rental Agreement (the "Agreement") with Seashore United Methodist Assembly ("SUMA") for Van Hook to serve as a Law Enforcement Training Center;

WHEREAS, from and since entry into the Agreement, an oversight has been discovered in the Agreement, which indicates that SUMA will provide and pay for electricity and water to Van Hook Hall;

WHEREAS, understanding that the rental payments under the Agreement were greatly reduced for the City, and in the interest of fair-dealing, it is the recommendation of John Miller, Director of the Police Department, that the City enter the First Amendment to Memorandum of Understanding and Rental Agreement, attached hereto as Exhibit "A," transferring the responsibility for payment of power and water bills to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BILOXI, MISSISSIPPI, AS FOLLOWS:

SECTION ONE: The findings, conclusions, and statement of facts contained in the foregoing preamble are hereby adopted, ratified and incorporated herein.

SECTION TWO: The Mayor, on behalf of the City of Biloxi, is authorized to execute the First Amendment to the Memorandum of Understanding and Rental Agreement, attached hereto as Exhibit "A," with Seashore United Methodist Assembly for Van Hook Hall.

SECTION THREE: This resolution shall take effect and be in force from and after



**FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING**

THIS, FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (this “Amendment”), is made this the ____ day of November, 2023, by and between the CITY OF BILOXI, MISSISSIPPI, a Mississippi municipal corporation (the “City”) and SEASHORE UNITED METHODIST ASSEMBLY (“SUMA”).

WITNESSETH:

WHEREAS, the City and SUMA entered that certain Memorandum of Understanding (the “Agreement”), effective April 27, 2023, which provides the terms and conditions under which the City leases Van Hook Hall from SUMA to use as a Law Enforcement Training Center;

WHEREAS, from and since entry into the Agreement, an oversight has been discovered in the Agreement, which indicates that SUMA will provide and pay for electricity and water to Van Hook Hall; and

WHEREAS, the parties mutually desire to amend the Agreement to correct this oversight.

NOW THEREFORE, in consideration of the provisions set forth in the foregoing recitals, and the consideration set forth in the Agreement, all of which is incorporated herein by reference, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Under the heading “BPD” the following paragraph is inserted:
 14. Will provide and pay for electricity and water to Van Hook Hall.
2. Under the heading “SUMA” the following paragraph is deleted:
 14. Will provide and pay for electricity and water to Van Hook Hall.
3. All remaining terms and conditions of the Agreement will remain in full force and effect.

Signatures on following page

IN WITNESS WHEREOF, the parties by their duly authorized officers have caused these presents to be subscribed on the day and year first above written.

CITY:

SUMA:

THE CITY OF BILOXI, MISSISSIPPI, a
Mississippi municipal corporation

SEASHORE UNITED METHODIST
ASSEMBLY

By: _____
Name: Andrew M. Gilich, Jr.
Title: Mayor

By: _____
Name: _____
Title: _____

ATTESTED BY:

Stacy L. Thacker, Municipal Clerk