

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.:

4 D

Council Meeting Date:

November 18, 2025

ITEM TITLE: **RESOLUTION**

INTRODUCED BY: Mayor Andrew "FoFo" Gilich

CONTACT PERSON: Rick Weaver, CAO

James Lee, Director of Parks and Recreation



SUMMARY EXPLANATION:

Resolution authorizing entry into a Facility Rental Agreement with Mississippi Legislative Black Caucus and approving a reduction of facility rental and deposit fees for the Dr. Frank G. Gruich on December 8, 2025 (reduction of \$600.00)

Resolution ✓

Ordinance _____

Public Hearing _____

Routine Agenda _____

Exhibits for Review

Contract _____

Minutes _____

Plans/Maps _____

Deed _____

Lease _____

Other (Specify): Exhibit A: Request Letter
Exhibit B: Rental Agreement

Submittal Authorization: Council President _____ Mayor ✓

STAFF RECOMMENDATION:

COUNCIL ACTION: Motion By: _____ Second By: _____

Vote:	Councilmember	Yes	No	AFR	ABST	Councilmember	Yes	No	AFR	ABST
	Gray	—	—	—	—	Tisdale	—	—	—	—
	Marshall	—	—	—	—	Glavan	—	—	—	—
	Nail	—	—	—	—	Shoemaker	—	—	—	—
	Creel	—	—	—	—					

ACTION TAKEN:

be/111825apr

Resolution No.

RESOLUTION AUTHORIZING ENTRY INTO A FACILITY RENTAL AGREEMENT WITH
MISSISSIPPI LEGISLATIVE BLACK CAUCUS AND APPROVING A REDUCTION OF
FACILITY RENTAL AND DEPOSIT FEES FOR THE DR. FRANK G. GRUICH ON
DECEMBER 8, 2025 (REDUCTION OF \$600.00)

WHEREAS, Mississippi Legislative Black Caucus (“MLBC”) has requested that the City of Biloxi (the “City”) provide a reduction of facility rental fees for the Dr. Frank G. Gruich, on December 8, 2025, for the purpose of hosting its National Black Caucus of State Legislators reception, as detailed in Exhibit “A” attached hereto;

WHEREAS, the rental fee for the Dr. Frank G. Gruich, as established by Section 2-14-3 of the Code of Ordinances, Biloxi, Mississippi of 1992, is Six Hundred and 00/100 Dollars (\$600.00), plus a security deposit of Six Hundred and 00/100 Dollars (\$600.00);

WHEREAS, pursuant to §21-19-65 of the Mississippi Code of 1972, the City may make an in-kind donation in the form of a reduction in rental fees “to match any other funds for the purpose of supporting social and community service programs”;

WHEREAS, MLBC is such a community service program and a reduction of the facility rental fee to Three Hundred and 00/100 Dollars (\$300.00) will ensure that MLBC equally matches the City’s contribution;

WHEREAS, under the terms and conditions of the Facility Rental Agreement, attached hereto as Exhibit “B,” MLBC will pay a facility rental fee of Three Hundred and 00/100 Dollars (\$300) and the security deposit reduced to Three Hundred and 00/1000 Dollars (\$300); and

WHEREAS, it is the recommendation of A.M. Gilich, Jr., Mayor, that the city grants MLBC the requested reduction of facility rental fees and enter the Facility Rental Agreement.

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

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

SECTION TWO: It is hereby found and determined that Mississippi Legislative Black Caucus is a social and/or community service program.

SECTION THREE: Pursuant to § 21-19-65 of the Mississippi Code of 1972, it is hereby found and determined that the reduction of facility rental fees for Mississippi Legislative Black Caucus's rental of the Dr. Frank G. Gruich, on December 8, 2025, is appropriate.

SECTION FOUR: The Mayor is authorized, on behalf of the City of Biloxi, to execute the Facility Rental Agreement, attached hereto as Exhibit "B," with Mississippi Legislative Black Caucus.

SECTION FIVE: This resolution shall take effect and be in force from and after adoption.

**EXHIBIT
A**

EXECUTIVE BOARD

Kabir Karriem, Chairman
Representative, District 41

Rod Hickman, Vice-Chairman
Senator, District 32

Zakiya Summers, Secretary
Representative, District 68

Tanara G. Butler Washington,
Assistant Secretary
Representative, District 69



EXECUTIVE BOARD

Oscar Denton, Treasurer
Representative, District 55

John Faulkner, Parliamentarian
Representative, District 5

Gary Brunfield, Chaplain
Senator, District 38

Robert L. Sanders,
Sergeant-At-Arms
Representative, District 29

**MISSISSIPPI LEGISLATIVE
BLACK CAUCUS**

October 7, 2025

The Honorable Andrew M. "FoFo" Gilich, Jr.
Mayor, City of Biloxi
P.O. Box 429
Biloxi, MS 39533

RE: Facility Fee Waiver Request – Dr. Frank Gruich Community Center, December 8, 2025

Dear Mayor Gilich,

On behalf of the Mississippi Legislative Black Caucus (MLBC), I am writing to respectfully request a waiver of facility rental fees for the use of the Dr. Frank Gruich Community Center on Monday, December 8, 2025, for our Welcome Reception during the National Black Caucus of State Legislators (NBCSL) Annual Legislative Conference, to be held in Biloxi.

The Mississippi Legislative Black Caucus is proud to serve as the host delegation for this year's NBCSL conference, which will bring together hundreds of state legislators, policy leaders, and partners from across the nation to discuss innovative solutions and equitable policy frameworks that strengthen our states and communities. The Welcome Reception will provide a warm introduction to the City of Biloxi and showcase Mississippi's culture, hospitality, and leadership.

We believe this event will not only highlight Biloxi's capacity to host large-scale, national gatherings but also provide significant economic and reputational benefits to the Gulf Coast.

We appreciate your consideration of this request and your continued support of events that uplift the people and profile of Biloxi. Please feel free to contact Rep. Zakiya Summers directly at (601) 955-9761 or mslbc1976@gmail.com should you need additional details.

Thank you for your leadership and partnership.

Respectfully,

Kabir Karriem
Chairman, Mississippi Legislative Black Caucus
State Representative, House District 41



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
MISSISSIPPI LEGISLATIVE BLACK CAUCUS POLITICAL EDUCATION FUND, INC.	Legal

Business Information

Business Type:	Non Profit Corporation
Business ID:	8701977
Status:	Good Standing
Effective Date:	05/01/1987
State of Incorporation:	Mississippi
Principal Office Address:	232 WEST PEACE STREET CANTON, MS 39046

Registered Agent

Officers & Directors

Name	Title
BESSIE TRAVIS 232 WEST PEACE ST CANTON, MS 60000	Incorporator
EDWARD BLACKMON JR 232 WEST PEACE ST CANTON, MS 60000	Incorporator
VERNA BROWN 232 WEST PEACE ST CANTON, MS 60000	Incorporator



Deposit paid: 10-31-25
Rental due:

**EXHIBIT
B**

Biloxi
est. 1699

FACILITY RENTAL AGREEMENT

Renter Name: Mississippi Legislative Black Caucus		Renter Phone No.: 601-955-9761	
Renter Address: 5024 Rollingwood Estates Drive, Vicksburg, MS 39180		Renter Email: Mslbc1976@gmail.com	
EVENT DETAIL			
Facility Rented: Dr. Frank G. Gruich Sr. Community Center			
Event Date(s) December 8, 2025	Estimated Guests expected: 200	<input checked="" type="checkbox"/> Alcohol will be served <input type="checkbox"/> Alcohol will not be served	
Nature of Event: Welcome Reception			
Set-Up Time 3:00 PM	Event Start Time (guest arrival): 6:30 PM	Rehearsal Time Beginning: N/A	
Off-Property Time (by renter): 10:00 PM	Event Close Time (guest exit): 8:30 PM	Rehearsal Time Ending: N/A	
<input type="checkbox"/> Vendors will participate <input checked="" type="checkbox"/> Vendors will not participate		<input type="checkbox"/> Overnight storage is requested <input checked="" type="checkbox"/> Overnight storage is not requested	
Booking Agent Name: Gwen Waits	Booking Agent Phone No.: 228-388-2443	Booking Agent Email: Gwaits@biloxi.ms.us	

THIS FACILITY RENTAL AGREEMENT is entered this the _____ day of _____ 2025, by and between the above-named MS Legislative Black Caucus ("Renter") and the City of Biloxi, Mississippi (the "City").

Section 1: Facility Rental Charges.

- (a.) For and in consideration of the Rental Payments (as hereinafter defined) to be paid by Renter and the performance and observance by Renter of the terms and conditions, specified or incorporated herein, the City does rent the Dr. Frank G. Gruich Sr. Community Center (the "Facility") for the purpose of hosting a one-time event (the "Event") on the date and time stated above, and for the number of estimated guests specified above.
- (b.) **Security Deposit.** A security deposit of \$300.00 is due within 10 days of booking. Such security deposit will be refunded to Renter if the Booking Agent in his/her sole discretion determines that the Renter has not damaged the Facility and that the Facility has been satisfactorily cleaned and restored to the Facility's condition prior to the event. Renter understands and agrees that refunds of security deposits may take three to six weeks.

- (c.) **Facility Rental Fee.** A Rental Fee of \$300.00 is due in advance and is payable on or before the cancellation date specified in the Facility Rental Rules attached hereto.
- (d.) **Additional Fees:** The following additional fees shall be paid by Renter on the same day as the Facility Rental Fee. In the event Additional Fees are assessed on the basis of actual time used by Renter, such fees shall be estimated. Following the Event, actual charges shall be computed and invoiced. Any amounts due and owing by Renter will be due within 10 days of the invoice date.
 - i. Additional Fee 1: N/A
 - ii. Additional Fee 2: N/A
 - iii. Additional Fee 3: N/A
- (e.) **Total Charges.** The total charges due under this agreement, including the Security Deposit, Facility Rental Fees, Additional Fees and all Fee Estimates, is \$600.00
- (f.) **Security and Fire Guards.** If security and/or fire guards are deemed necessary, charges for city police officers and fire guards must be paid by Renter and are not included in this Agreement.

Section 2: Use of Facility. Renter, its agents and invitees, shall have access to the areas specified above, as well as non-exclusive access to the entrance and parking. Renter, its agents and invitees, shall not be allowed access to other areas of the Facility not specified above. The City shall have the right to rent other areas of Facility during the same date and time as the Event.

Section 3: Occupancy and Public Safety. At no time may the occupancy of the Facility exceed the number of expected guests identified above. The Renter agrees to maintain order and control over all guests, invitees and activities during the Event. Excessive occupancy and/or failure to maintain order may be deemed a threat to public safety and result in the Event being immediately shut down. The City reserves the right to take possession of the Facility and evict Renter, guests, and all other invitees if, in City's discretion, such action is necessary to protect persons or property. If an Event is terminated as a threat to public safety, this will be deemed an Other Default event, in accordance with the provisions of Section 5(c) of this Agreement.

Section 4: Parking. On the Event date, during the time period set forth above, Renter shall be entitled to non-exclusive use the parking areas.

Section 5: Cancellation.

- (a.) **By Renter.** Renter may cancel this Agreement by giving written notice to the City. The City's refund policy is stated in the Facility Rules, attached hereto. Upon cancellation by Renter, City shall have the right to re-let the Facility to another party.
- (b.) **Rain.** For outdoor events, if the Event must be cancelled due to severe weather (but not a named storm), the City will work with the Renter to reschedule the Event. If the Event cannot be rescheduled, the City will refund one-half (1/2) of the Security Deposit and all Rental Fees.
- (c.) **Payment Default.** If any amount due as specified in Section 1 is not paid within ten (10) days after the due date specified in Section 1, this Agreement will automatically terminate ("Payment Default"). The City has no obligation to give notice of a Payment Default. Upon cancellation pursuant to this paragraph, City will retain the prepaid Security Deposit. Upon cancellation by City pursuant to this section, the City shall have the right to re-let the Facility to another.

(d) **Other Default.** If Renter meets payment obligations, but fails to adhere to any obligations specified in this Agreement (“Other Default”), the City may immediately cancel this Agreement and will notify Renter of the Other Default. Upon cancellation pursuant to this paragraph, City will retain the prepaid Security Deposit and any other prepaid amounts specified in Section 1 will be non-refundable. Upon cancellation by City pursuant to this section, the City shall have the right to re-let the Facility to another party.

Section 6: Force Majeure. Neither party shall be liable for cancellation of the Event if such cancellation is caused by any circumstances beyond its reasonable control, including, but not limited to, acts of God, natural disasters, epidemic, pandemic, war, civil commotion or industrial dispute (“Force Majeure”). If cancellation occurs due to a Force Majeure event, the City shall make a full refund of all prepaid amounts specified in Section 1. Cancellations for rain or unnamed storms will not constitute a Force Majeure event.

Section 7: Alcohol. The sale or consumption of alcoholic beverages, including distilled liquors, beer and wine, shall not be permitted in the Facility without the written consent of the City in the form of an Addendum attached hereto and incorporated by reference.

Section 8: Liability and Indemnification.

- (a) Renter agrees to indemnify, defend, and hold harmless, all present and former Biloxi City Council members, mayors, officers, directors, and/or employees, (collectively the “Indemnified Parties”), from and against losses that Indemnified Parties incur or may incur or suffer and to the extent that the losses arise out of or relate to (i) Renter’s use of the Facility (ii) any breach of this Agreement including any breach of warranty or covenant and any misrepresentation related thereto by Renter; or (iii) any injury or death to any person or damage to or destruction of property of the City, the City’s employees, Renter, or third parties.
- (b) With respect to any claims related to property damage, personal injury, or the like arising out of the use of the Facility, premises or parking areas, Renter agrees to indemnify and hold harmless the Indemnified Parties, from and against any of the following: all claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, costs and expenses incurred by the City that result from or in connection with any accident, injury, death, property damage arising out of or from or on account of any occurrence in, upon, at or about the Facility, premises or parking areas from the time Renter enters upon the Premises, during the course of the Event and following the Event involving Renter, any guests or invitees whether upon the premises or that may occur off the premises. Renter shall retain all risk of loss with respect to any of Renter’s property located on or about the Facility.
- (c) Renter shall, at its sole cost, defend all suits brought upon by such losses, and pay all costs and expenses incidental thereto, but the City, or any of Indemnified Parties, so sued shall have the right at its/their option, to participate in the defense of any such suit, without relieving Renter of any obligations hereunder.
- (d) Renter’s obligations to indemnify under this Agreement shall survive termination or expiration of this Agreement.

Section 9: Liability for Damages. Renter hereby agrees that, in the event the Renter, its guests, its invitees, damages the Facility, or its contents, Renter shall be liable for any and all costs of repair or replacement as may be applicable. If such damages exceed the Security Deposit, the City will invoice Renter for the difference. Such invoice will be due and payable within 14 days. Invoices for damages not paid by Renter and received by the City within 14 days of the invoice date will incur a late charge in the amount of ten percent (10%).

Section 10: Delivery and Storage: Delivery and receipt of Renter's equipment, decorations or any other material to and from the Facility is the responsibility of Renter. City does not guarantee or take responsibility for receipt, storage or transfer of such items and shall not be held liable for damages or loss.

Section 11: Permits: Renter shall be responsible for obtaining any and all permits that may be required related to the Event. Failure to obtain said permits shall constitute an Other Default event, pursuant to Section 5(c), and will be grounds for the City to terminate the Agreement.

Section 12: Facility Rules. Renter acknowledges that he/she/it has received and reviewed the City rules pertaining to the Facility. Renter agrees to comply with all such rules and regulations and to advise guests and participants of the Event to comply with same. Such rules and regulations are considered part of this Agreement and failure to comply with such rules and regulation may result in termination pursuant to Section 5(c).

Section 13: Governing Law & Jurisdiction. The laws of the state of Mississippi shall govern the application and interpretation of this Agreement. The courts located in Harrison County, Mississippi (Second Judicial District) shall have exclusive jurisdiction of any dispute between the parties. If one party initiates an action against the other or should a party seek any form of relief against the other, then said action shall be filed in Harrison County, Mississippi (Second Judicial District). Any entity or person doing business with the City submits to the personal jurisdiction of the courts in Harrison County, Mississippi.

Section 14: Amendments. This Agreement may not be altered or amended, nor may rights hereunder be waived, except by writing executed by both parties.

Section 15: No Waiver of Damages. Notwithstanding any provisions to the contrary that may be found in the Agreement, or any other supplemental terms that may be referenced therein, any provision that seeks to limit the City's recovery in any manner shall be of no force or effect.

Section 16: Arbitration. The City shall not be subject to the terms of any provision any supplemental terms that may seek to require the City to submit a dispute to arbitration; and, any such term(s) requiring same, shall be deemed to be of no force or effect as against the City.

Section 17: Authority. The parties represent that they have full power and authority to enter into and perform this Agreement and the parties know of no contract, agreement, promise or undertaking which would prevent the full corporate execution and performance of this Agreement, and the persons executing this Agreement on behalf of the parties are duly authorized to do so and have the authority to bind such parties.

Section 18: No Assignment or Sub-Lease. This Agreement is for the above-referenced Event only and may not be assigned to a third party by the Renter.

Section 19: Addendum and Attachments: This Agreement includes the terms set forth in any addendum that may apply, as indicated below. All terms set forth herein, and in all applicable addenda, shall constitute the full agreement between the parties and any other prior agreements, oral or written, are superseded and of no force or effect.

*(*mark all applicable Addenda)*

- Alcohol Beverage Rules Addendum
- Vendor Addendum
- Special Event Addendum
- Sports Tournaments Addendum
- Insurance Addendum
- Swim Event Addendum
- Participant Release and Indemnity Agreement
- Biloxi Police Department Security Arrangements for City Facilities & Events
- Biloxi Fire Department Security Arrangements for City Facilities & Events

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date first written above.

CITY:

CITY OF BILOXI, a Mississippi municipal corporation

By: _____

Name: _____

Title: _____

RENTER:

By: _____

Name: _____

Title: Renter



ALCOHOLIC BEVERAGES ADDENDUM TO FACILITY RENTAL AGREEMENT

Alcoholic Beverages.

The following provisions are incorporated in the Facility Rental Agreement, by and between the City of Biloxi and Renter.

- (1.) The sale of alcoholic beverages, including beer, distilled liquors or wine, in the Facility or on the premises without proper licensing as required by law is prohibited. Renter acknowledges and agrees that he/she/it is responsible for ensuring that any vendor or individual selling alcoholic beverages at the Event has all licensing as required by law.
- (2.) The sale and/or consumption of alcoholic beverages is not permitted in the Facility or on the premises unless security is present. (NO EXCEPTIONS)
- (3.) Renter agrees that consumption of alcoholic beverages during the Event, in the Facility or on the premises, must be in accordance with all local and state laws.
- (4.) Renter agrees that alcoholic beverages will not be sold to, served to or consumed by any person under twenty-one (21) years of age during the Event, in the Facility or on the premises.
- (5.) Consumption of alcoholic beverages during rehearsals is not permitted unless security is assigned to the rehearsal.
- (6.) Failure to comply with the terms of this Addendum will constitute an Other Default event, pursuant to the Section 5(c) of the Facility Rental Agreement and the Facility Rental Agreement may be terminated by the City.
- (7.) Renter understands and agrees that failure to comply with the terms of this Addendum may result in criminal charges.
- (8.) This Addendum shall constitute written consent of the City permitting the consumption and/or sale of alcoholic beverages within the Facility and during the Event.

CITY:

CITY OF BILOXI, a Mississippi municipal corporation

RENTER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Police Chief
John B. Miller

170 Porter Avenue
Biloxi, MS 39530
228-702-3145 Police



Security Arrangements for City Facilities & Events

A request has been made for Officers of the Biloxi Police Department at the listed facility

Facility: Gruich Community Center

Client Name: Mississippi Legislative Black Caucus

Phone Number: 601-955-9760 **Email:** mslbc1976@gmail.com

Event Date: December 8, 2025 **Doors Open Time:** 6:30 PM **Close Time:** 8:30 PM

Type of Function: Welcome Reception

Total number of individuals (total occupancy) expected to attend the function: 200

Alcohol Served (check one): YES NO

Notes/Considerations

The Biloxi Police Department Security Coordinator must be notified a minimum of two (2) business days prior to the function for any changes, either in attendance or in the times of the event, that would impact the officer(s) assigned.*

THIS BOX TO BE FILLED OUT BY BILOXI POLICE DEPARTMENT:

Number of Officers required: _____

Officer(s) need to arrive at _____ **am/pm and depart at** _____ **am/pm. Total Hours:** _____
Officer(s) will arrive at least one-half hour prior to event start time to check the grounds and facility.

***Officers scheduled for an event that is cancelled with less than two hours advance notice, or with no notice, made to the Biloxi Police Department Security Coordinator or EDS will be paid the three-hour minimum as required.**

THERE IS A THREE HOUR MINIMUM FOR ALL EVENTS WORKED

Officer pay rate is \$35.00 per hour per officer**

**** The scheduling platform for off-duty details, Extra Duty Solutions, in order to provide worker's compensation insurance for the officer during the event as well as general liability insurance for the event, will have additional fees for every scheduled hour worked by the officer(s) and this will affect the overall hourly rate billed to the client, currently \$40.16 per hour.**

If any officer is needed on site after the event's scheduled end time, an invoice will be created for that additional time by Extra Duty Solutions. It is the responsibility of the client to pay the amount due to EDS.

CLIENT SIGNATURE: _____ **DATE:** _____

COB FACILITY SIGNATURE: _____ **DATE:** _____

BPD SIGNATURE: _____ **DATE:** _____

Fire Chief
Nick Geiser



170 Porter Avenue
Biloxi, MS 39530
228-435-6200

Biloxi
established 1699

Security Arrangements for City Facilities & Events

A request has been made for Biloxi Fire Department personnel at the listed facility

Facility: Gruich Community Center

Client Name: Mississippi Legislative Black Caucus

Phone: 601-955-9761

Email: mslbc@gmail.com

Event Date: December 8, 2025

Doors Open: 6:30 PM

Doors Close: 8:30 PM

Type of Function: Welcome Reception

Total number of individuals (total occupancy) expected to attend the function: 200

Alcohol Served (Check one): YES NO

Notes/Considerations:

The Biloxi Fire Department must be notified a minimum of two (2) business days prior to the function of any changes either in attendance, the time of the event, or if there is a cancellation of the function.

THIS BOX TO BE FILLED OUT BY FIRE DEPARTMENT:

Number of Fire Guards required: _____

First Fire Guard shall arrive at _____ am/pm and depart at _____ am/pm

Total Hours: _____

Second Fire Guard shall arrive at _____ am/pm and depart at _____ am/pm

Total Hours: _____

Fee for first Fire Guard: \$ _____ (\$35.00 an hour)

Fee for second Fire Guard: \$ _____ (\$35.00 an hour)

THERE IS A 3 HOUR MINIMUM FOR ALL EVENTS.

The Fire Guard shall arrive prior to the guest arrival to perform a safety inspection of the facility. Payment shall be made directly to the Fire Guard at the end of the event. The Fire Guard shall be paid by cash or check. If the payment is by check, it should be made out to the Fire Guard who worked the event. **DO NOT MAKE PAYMENTS OUT TO THE BILOXI FIRE DEPARTMENT.** If the ending time goes beyond the time disclosed to the Fire Department, additional charges will be added to the contract total at a rate of \$17.50 per ½ hour. If payment is not received, the funds will be retained from your deposit.

CLIENT SIGNATURE: _____

DATE: _____

COB EMPLOYEE SIGNATURE: _____

DATE: _____

BFD SIGNATURE: _____

DATE: _____