

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.: 5K

Council Meeting Date: January 27, 2026

ITEM TITLE: RESOLUTION
INTRODUCED BY: Mayor Andrew "FoFo" Gilich
CONTACT PERSON: Richard Weaver, Chief Administrative Officer

SUMMARY EXPLANATION:

Resolution approving entry into a Special Event Sponsorship Agreement with Gulf Coast Carnival Association, Inc. for the 2026 Gulf Coast Carnival Mardi Gras Parade on February 17, 2026

Resolution Ordinance _____ Public Hearing _____ Routine Agenda _____

Exhibits for Review

Contract Minutes _____ Plans/Maps _____ Deed _____ Lease _____

Other (Specify): Exhibit A: Special Event Sponsorship Agreement

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
	Gray	___	___	___	___	Tisdale	___	___	___	___
	Marshall	___	___	___	___	Glavan	___	___	___	___
	Nail	___	___	___	___	Shoemaker	___	___	___	___
	Creel	___	___	___	___					

ACTION TAKEN:

Resolution No.

RESOLUTION APPROVING ENTRY INTO A SPECIAL EVENT SPONSORSHIP AGREEMENT WITH GULF COAST CARNIVAL ASSOCIATION, INC. FOR THE 2026 GULF COAST CARNIVAL MARDI GRAS PARADE ON FEBRUARY 17, 2026

WHEREAS, Gulf Coast Carnival Association, Inc. (“Sponsor”) desires to conduct 2026 Gulf Coast Carnival Mardi Gras Parade (hereinafter the “Special Event”) on February 17, 2026;

WHEREAS, Sponsor anticipates that the Special Event will attract over eighty-five thousand (85,000) participants;

WHEREAS, attraction of such a large number of participants, spectators, tourists and local residents and shall be beneficial to the City and its citizens;

WHEREAS, Sponsor is a not-for-profit corporation;

WHEREAS, Sponsor has met with City officials and the City has determined that its plan for the Special Event satisfactorily addresses the elements of Section 12-4-8 of the Code of Ordinances, City of Biloxi, Mississippi, of 1992;

WHEREAS, as authorized by §17-3-1 and §17-3-3 of Mississippi Code of 1972, the City may authorize the expenditure of funds “for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources” if the City Council determines that it will be helpful toward advancing the moral, financial and other interests of Biloxi; and

WHEREAS, the City recognizes the potential economic, marketing and promotional benefits of the Special Event and wishes to sponsor the Special Event with an in-kind contribution in the form of labor and equipment necessary to assist with the parade, with an estimated value of Six Thousand and 00/100 Dollars (\$6,000.00);

WHEREAS, under the terms and conditions of the Special Event Sponsorship Agreement (the “Agreement”), attached hereto as Exhibit “A,” the City will sponsor the Special Event,

contributing in-kind services;

WHEREAS, it is the recommendation of Richard Weaver, Chief Administrative Officer, that the City enter the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY 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 sponsoring the 2026 Gulf Coast Carnival Mardi Gras Parade will advertise and bring into favorable notice the opportunities, possibilities and resources of the City of Biloxi.

SECTION THREE: It is hereby found and determined that sponsoring the 2026 Gulf Coast Carnival Mardi Gras Parade will be helpful toward advancing the moral, financial and other interests of the City of Biloxi.

SECTION FOUR: The Mayor, on behalf of the City of Biloxi, is authorized to execute the Special Event Sponsorship Agreement, attached hereto as Exhibit "A," with Gulf Coast Carnival Association, Inc.

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



SPECIAL EVENT SPONSORSHIP AGREEMENT

THIS SPECIAL EVENT SPONSORSHIP AGREEMENT (this “Agreement”), is made and entered into this ____ day of _____, 2026, by and between the City of Biloxi, a Mississippi municipal corporation (hereinafter, the “City”) and Gulf Coast Carnival Association, Inc., a Mississippi not-for-profit corporation (“Sponsor”).

WITNESSETH:

WHEREAS, Sponsor desires to conduct Gulf Coast Carnival Mardi Gras Parade (hereinafter the “Special Event”) on February 17, 2026;

WHEREAS, Sponsor anticipates that the Special Event will attract over eighty-five thousand (85,000) participants;

WHEREAS, attraction of such a large number of participants, spectators, tourists and local residents and shall be beneficial to the City and its citizens;

WHEREAS, Sponsor is a not-for-profit corporation;

WHEREAS, Sponsor has met with City officials and the City has determined that its plan for the Special Event satisfactorily addresses the elements of §12-4-8 of the Code of Ordinances, City of Biloxi, Mississippi, of 1992;

WHEREAS, as authorized by §17-3-1 and §17-3-3 of Mississippi Code of 1972, the City may authorize the expenditure of funds “for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources” if the City Council determines that it will be helpful toward advancing the moral, financial and other interests of Biloxi; and

WHEREAS, the City recognizes the potential economic, marketing and promotional benefits of the Special Event and wishes to sponsor the Special Event with a cash contribution as well as by contributing other in-kind services;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and conditions hereafter stated, the respective parties hereto agree as follows:

Section 1. Sponsorship. In lieu of a cash sponsorship, the City will provide sufficient labor and equipment from Public Works to assist with the parade. The City estimates that the value of such labor and equipment use will be approximately Six Thousand and 00/100 Dollars (\$6,000.00). Sponsor specifically acknowledges the value of this in-kind donation and agrees that it will not pursue any sum budgeted by the City for a sponsorship of Sponsor in its FY2026 municipal budget.

Section 2. Permit for Special Event. Sponsor has been approved for a Special Event Permit, in accordance with §12-4-8 of the Code of Ordinances, City of Biloxi, Mississippi, of 1992. Sponsor has paid the associated permit fee of Five Thousand and 00/100 Dollars (\$5,000.00).

Section 3. Compliance with Rules and Regulations. Sponsor will comply with all

state, federal and local laws, rules, regulations and ordinances. Sponsor is responsible for familiarizing itself with said laws, rules, regulations and ordinances.

Section 4. Special Event Services and/or Equipment. The City shall provide sufficient barricades, traffic control devices and emergency personnel necessary to appropriately and safely conduct the Special Event.

Section 5. Delivery of Special Event Services. The City shall provide Special Event Services, as determined by the City, in its sole discretion, to be reasonably appropriate for the Special Event. Sponsor shall cooperate and provide access to City staff, both initially and throughout the Special Event, in order to carry out this function. Special Event Services at the Special Event shall only encompass duties and functions of City staff customarily rendered by the City pursuant to the statutes and laws of the State of Mississippi, and the City's ordinances, policies and procedures.

Section 6. Sponsor-Provided Services and/or Equipment. Prior to the Special Event, the Sponsor and the City shall mutually agree as to the appropriate amount of Sponsor-provided security, fire protection, emergency medical personnel, sanitation facilities and/or services, lighting, fencing, barricades, concession facilities, and other equipment necessary, in addition to the Special Event Services to be provided by the City, to ensure the safety and well-being of attendees at the Special Event and prevent damage to municipal property.

Section 7. Repairs. In the event that municipal property is damaged as a result of the Special Event, Sponsor shall, as soon as practically possible, notify the City of said damage and shall bear the costs of the repairs necessary to return the municipal property to the state it existed prior to the Special Event. Further, all such repairs must be made by the City, or its contractors, with the costs of such repairs to be invoiced to Sponsor after completion.

Section 8. Promotion of Event. The Sponsor agrees to be solely responsible for all expenses incurred for the promotion and conduct of the Special Event.

Section 9. Insurance. Sponsor shall, at its sole cost and expense, obtain and maintain the following occurrence-based insurance coverage throughout the duration of the Special Event: (a) commercial general liability of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence. Sponsor shall furnish the City satisfactory proof of coverage of the insurance requirements by a reliable company or companies before commencing the Special Event. Said policies of insurance shall name as additional insured persons, the City of Biloxi, together with its elected officials, officers, employees, attorneys, volunteers and agents. Each insurance policy and/or rider shall contain language, to the extent obtainable, to the effect that: (i) the insurer waives its right of subrogation against the City; (ii) the policies are primary and noncontributing with any insurance that may be carried by the City; and (iii) the policies cannot be canceled or materially changed except after thirty (30) days' notice by the insurer to the City by certified mail.

Section 10. Indemnification. Sponsor, its successors and assigns, hereby agree to defend, indemnify and hold harmless the City of Biloxi, its officers, agents, employees and assigns, from any and all claims, actions, proceedings or liability of any nature (collectively referred to as proceeding) brought against the City of Biloxi, its officers, agents, employees and assigns, arising out of, or in the performance of, any provision of this Agreement or the Special Event. This

indemnification shall include damages, fees and/or costs awarded against the City of Biloxi, if any, and costs of suit, attorney's fees, and other cost liabilities and expenses incurred in connection with such proceedings whether incurred by Sponsor, the City, or the parties initiating or bringing the proceeding; and from any proceeding seeking damages for property damages or personal injuries resulting from the Sponsor's actions or omissions with respect to the Special Event authorized by the City pursuant to this Agreement. Sponsor shall indemnify and hold the City harmless from any and all damages for personal injury, property damage or wrongful death arising out of the Special Event from any person or entity asserting such claim. In the event of a legal proceeding arising out of the Special Event, the City retains the right to approve counsel to defend the City, all significant decisions concerning the manner in which the defense is conducted, and any and all settlements, which approval shall not be unreasonably withheld.

Section 11. Agents and Notices. Sponsor and the City designate the following persons to act on their behalf with regard to this Agreement. Unless otherwise provided herein, all notices, requests, claims, waivers, consents, approvals or other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery by hand, by reputable overnight courier service, by facsimile with proof of transmission (provided, that, a confirmation copy is sent no later than the next business day by postage-paid, returned receipt requested first class mail) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section) listed below:

If to Sponsor:

Gulf Coast Carnival Association, Inc.

If to the City:

Mayor Andrew M. Gilich, Jr.
City Hall
140 Lameuse Street
Biloxi, Mississippi 39530

Section 12. No Joint Venture. Each of the parties hereto warrants and covenants that it will not act at any time as an agent, employee, partner, joint venture, or associate of the other. All persons employed in providing Special Event Services under this Agreement shall be City employees, or other personnel designated by the City. The Sponsor shall not assume any liability for the direct payment of any salaries, wages, retirement benefits, workers compensation insurance or other compensation to any person performing Special Event Services hereunder or any liability other than that provided for this Agreement.

Section 13. Assignment. Sponsor's rights and obligations under this Agreement shall not be assignable, in whole or in part, without the prior written consent of the City. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon successors and assigns of the parties hereto.

Section 14. Force Majeure. Neither party shall be liable to the other for failure to perform its obligations under this Agreement if prevented from doing so because of an act of God, strikes, fire, flood, explosion, civil disturbance, acts of terrorism, pandemic events, interference by civil or military authority, accident, labor disputes or shortages, or because the continuation of the services at the facility would be in violation of any governmental laws, rules or regulations or would cause or create any material safety, health or environmental concerns or for other causes beyond the reasonable control of the party and not intentionally caused by such party.

Section 15. Governing Law; Rules and Regulations. The laws of the State of Mississippi shall govern the application and interpretation of this Agreement. Jurisdiction and venue for any litigation arising out of this Agreement shall be in the Second Judicial District of Harrison County, Mississippi.

Section 16. Attorneys' Fees in Enforcement. In the event the City is required to enforce this Agreement, or any section thereof, the City shall be entitled to reasonable costs and attorneys' fees.

Section 17. Amendments. This Agreement may not be altered or amended, nor may rights hereunder be waived, except by writing executed by both parties.

Section 18. Entire Agreement. This Agreement constitutes the entire understanding of the parties and supersedes any prior agreements or understandings, written or oral, between the parties with respect to the subject matter hereof. All exhibits, schedules and annexes attached hereto are hereby incorporated and made a part of this Agreement.

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.

SPONSOR:

CITY:

GULF COAST CARNIVAL ASSOCIATION,
INC., a Mississippi not-for-profit corporation

CITY OF BILOXI, MISSISSIPPI, a
Mississippi municipal corporation

By: _____
Name: _____
Title: _____

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