

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.: 5D

Council Meeting Date: February 10, 2026

ITEM TITLE: RESOLUTION

INTRODUCED BY: Mayor Andrew "FoFo" Gilich

CONTACT PERSON: Richard Weaver, Chief Administrative Officer
James Lee, Director of Parks and Recreation

SUMMARY EXPLANATION:

Resolution authorizing entry into a Facility Use Agreement with University of Southern Mississippi, on behalf of its Gulf Coast Research Laboratory Marine Education Center (no reduction)

Resolution Ordinance _____ Public Hearing _____ Routine Agenda _____

Exhibits for Review

Contract Minutes _____ Plans/Maps _____ Deed _____ Lease _____

Other (Specify): Exhibit A: Facility Use 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 AUTHORIZING ENTRY INTO A FACILITY USE AGREEMENT WITH
UNIVERSITY OF SOUTHERN MISSISSIPPI, ON BEHALF OF ITS GULF COAST
RESEARCH LABORATORY MARINE EDUCATION CENTER (NO REDUCTION)

WHEREAS, University of Southern Mississippi, on behalf of its Gulf Coast Research Laboratory Marine Education Center (“USM”) has requested use of the City of Biloxi (the “City”) Natatorium on February 28, 2026 and March 21, 2026, for the purpose of hosting its Sea Perch Underwater Robotics Competition;

WHEREAS, the rental fee for the Natatorium, as established by Section 2-14-3 of the Code of Ordinances, Biloxi, Mississippi of 1992, is One Thousand Five Hundred and 00/100 Dollars (\$1,500.00), plus a security deposit of Five Hundred and 00/100 Dollars (\$500.00);

WHEREAS, USM has not requested a reduction in facility rental fees;

WHEREAS, as a governmental entity, under the Mississippi Code of 1972, USM cannot indemnify the City as a matter of law;

WHEREAS, the Facility Use Agreement, attached hereto as Exhibit “A,” has been modified from the form approved by Resolution No. 799-24 to remove all references to indemnity and comply with USM’s need to enter a use, rather than rental, agreement;

WHEREAS, it is the recommendation of James Lee, Director of Parks and Recreation, that the enter the Facility Use 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: The Mayor is authorized, on behalf of the City of Biloxi, to execute the Facility Use Agreement, attached hereto as Exhibit "A," with the University of Southern Mississippi, on behalf of its Gulf Coast Research Laboratory Marine Education Center.

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



FACILITY USE AGREEMENT

| | | | |
|--|--|---|---|
| User Name: University of Southern Mississippi – Gulf Coast Research Laboratory Marine Education Center (contact: Ellie Walker) | | User Phone No.: 228-818-8097 (work) 207-664-4372 (cell) | |
| User Address: 703 East Beach Drive, Ocean Springs, MS 39564 | | User Email: Marine.education@usm.edu | |
| EVENT DETAILS: | | | |
| Facility Used: Biloxi Natatorium | | | |
| Event Date(s): Sat., February 28, 2026 (Practice) Sat., March 21, 2026 (Competition) | | Estimated Guests expected: 400 | <input type="checkbox"/> Alcohol will be served <input checked="" type="checkbox"/> Alcohol will not be served |
| Nature of Event: Sea Perch Underwater Robotics Competition | | | |
| Set-Up Time: 6:00 AM | Event Start Time (guest arrival): 8:00 AM | Rehearsal Time Beginning: 9:00 AM | |
| Off Property Time (by User): 5:00 PM | Event Close Time (guest exit): 4:00 PM | Rehearsal Time Ending: 3:00 PM | |
| <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: James Lee | Booking Agent Phone No.: 228- 388-7170 | Booking Agent Email: jlee@biloxi.ms.us | |

THIS FACILITY USE AGREEMENT is entered this the **5TH day of January, 2026**, by and between the above-named **University of Southern Mississippi on behalf of its GCRL Marine Education Center** (“User”) and the City of Biloxi, Mississippi (the “City”).

Section 1: Facility Use Charges.

- (a.) For and in consideration of the Use Payments (as hereinafter defined) to be paid by User and the performance and observance by User of the terms and conditions, specified or incorporated herein, the City does grant use of **Biloxi Natatorium** (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 **\$500.00** is due within 10 days of booking. Such security deposit will be refunded to User if the Booking Agent in his/her sole discretion determines that the User has not damaged the Facility and that the

Facility has been satisfactorily cleaned and restored to the Facility's condition prior to the event. User understands and agrees that refunds of security deposits may take three to six weeks.

- (c.) **Facility Use Fee.** A Use Fee of **\$1500.00** is due in advance and is payable on or before the cancellation date specified in the Facility Use Rules attached hereto.
- (d.) **Additional Fees:** The following additional fees shall be paid by User on the same day as the Facility Use Fee. In the event Additional Fees are assessed on the basis of actual time used by User, such fees shall be estimated. Following the Event, actual charges shall be computed and invoiced. Any amounts due and owing by User will be due within 10 days of the invoice date.
 - i. Additional Fee 1: ii.
 - Additional Fee 2:
 - iii. Additional Fee 3:
- (e.) **Total Charges.** The total charges due under this agreement, including the Security Deposit, Facility Use Fees, Additional Fees and all Fee Estimates, is **\$2000.00**.
- (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 User and are not included in this Agreement.

Section 2: Use of Facility. User, its agents and invitees, shall have access to the areas specified above, as well as non-exclusive access to the entrance and parking. User, 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 User 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 User, 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, User shall be entitled to non-exclusive use the parking areas. **Section 5: Cancellation.**

- (a.) **By User.** User 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 User, 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 User to reschedule the Event.

If the Event cannot be rescheduled, the City will refund one-half (1/2) of the Security Deposit and all Use 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 User 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 User 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 nonrefundable. 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. Intentionally Deleted.

Section 9: Liability for Damages. User hereby agrees that, in the event the User, its guests, its invitees, damages the Facility, or its contents, User 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 User for the difference. Such invoice will be due and payable within 45 days. Invoices for damages not paid by User and received by the City within 45 days of the invoice date will incur a late charge in the amount of ten percent (10%).

The University of Southern Mississippi is an agency of the State of Mississippi. Nothing herein shall be deemed to waive sovereign or official immunities as may be applicable.

Section 10: Delivery and Storage: Delivery and receipt of User's equipment, decorations or any other material to and from the Facility is the responsibility of User. 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: User 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. User acknowledges that he/she/it has received and reviewed the City rules pertaining to the Facility. User 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. Neither Party shall not be subject to the terms of any provision any supplemental terms that may seek to require the parties to submit a dispute to arbitration; and, any such term(s) requiring same, shall be deem to be of no force or effect as against the parties.

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 User.

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

RENTER:

UNIVERSITY OF SOUTHERN MISSISSIPPI on behalf of its GCRL Marine Education Center

By: _____

Name: A.M. Gilich, Jr.

Title: Mayor

By: _____

Name: _____

Title: _____