

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.: 5H

Council Meeting Date: June 2, 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 Memorandum of Understanding with the Biloxi Public School District for use of school buses

Resolution Ordinance _____ Public Hearing _____ Routine Agenda _____

Exhibits for Review

Contract Minutes _____ Plans/Maps _____ Deed _____ Lease _____

Other (Specify): Exhibit A: Memorandum of Understanding

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 MEMORANDUM OF UNDERSTANDING
WITH THE BILOXI PUBLIC SCHOOL DISTRICT FOR USE OF SCHOOL BUSES

WHEREAS, each year, the City of Biloxi (the "City") Department of Parks and Recreation conducts a summer camp for children;

WHEREAS, transportation for field trips during the summer camp is necessary;

WHEREAS, the Biloxi Public School District ("BPSD") will allow the City to use its school buses for this purpose, under the terms and conditions of the Memorandum of Understanding (the "MOU"), attached hereto as Exhibit "A";

WHEREAS, the City, through the Department of Parks and Recreation, will retain the services of a bus driver and supply fuel for the field trips;

WHEREAS, BPSD will not charge the City for use of the buses; and

WHEREAS, it is the recommendation of James Lee, Director of the Parks and Recreation Department, that the City enter into the MOU with BPSD.

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 statements of fact contained in the foregoing preamble are hereby adopted, ratified and incorporated herein.

SECTION TWO: The Mayor is hereby authorized to execute, on behalf of the City of Biloxi, Memorandum of Understanding with the Biloxi Public School District, in substantially the form attached hereto as Exhibit "A."

SECTION THREE: This Resolution will be in effect from and after its adoption.

MEMORANDUM OF UNDERSTANDING

Between the Biloxi Public School District and the City of Biloxi

This Memorandum of Understanding ("MOU") is entered into on this 19 day of May, 2026, by and between the Biloxi Public School District ("District") and the City of Biloxi ("City"), collectively referred to as the "Parties."

1. Purpose

The purpose of this MOU is to establish a mutual understanding regarding the use of District-owned school buses by the City for transporting students participating in the City of Biloxi Summer Camp during the summer months of 2026.

2. Authority

This MOU is established pursuant to the authority granted to local school boards under Mississippi Code Annotated § 37-41-27, which permits the use of publicly owned school buses for special events that the school board may consider part of the educational program. In accordance with this statute, the District recognizes that the City of Biloxi Summer Camp program serves students of the Biloxi Public School District, is hosted on a Biloxi Public School District campus, provides nutritious breakfast and lunch through the National School Lunch Program, and offers a range of safe, engaging activities during the summer months. As such, the District deems this transportation a legitimate extension of its educational mission.

3. Use of School Buses

The District agrees to make available a limited number of school buses for the exclusive use of the City to support transportation needs associated with the City's summer camp program. Specific details regarding the number of buses, dates of use, and times of operation shall be agreed upon in a separate scheduling agreement between the Parties.

4. Insurance Requirements

The City shall maintain comprehensive insurance coverage on all school buses used under this agreement for the entire duration of the usage period. Proof of insurance must be provided to the District prior to the first day of use and upon any renewal or modification of said coverage.

5. Driver Requirements

All individuals operating the school buses under this MOU must meet the following qualifications:

- - Hold a valid Class B Commercial Driver's License (CDL) with Passenger (P) and School Bus (S) endorsements.
- - Possess a valid and up-to-date Mississippi Department of Education (MDE) School Bus Certification.
- - Comply with all applicable federal, state, and local laws, regulations, and policies pertaining to school bus operation.

6. Responsibility for Damages and Repairs

The City agrees to be fully responsible for the condition of all school buses during the period of use. Specifically:

- - The City shall repair any damage to the buses caused during the period of use, regardless of fault.
- - The City shall cover the full cost of any repairs necessary as a result of the use of the buses during the summer program.

7. Indemnification and Hold Harmless

To the fullest extent permitted by law, the City agrees to indemnify, defend, and hold harmless the District, its officers, agents, and employees from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the City's use of the school buses or its performance under this MOU, including but not limited to claims involving bodily injury, property damage, or other losses.

8. Term and Termination

This MOU shall be effective as of the date first written above and shall remain in effect until the conclusion of the summer camp program for the current year unless terminated earlier by either Party upon written notice.

9. Miscellaneous

This MOU represents the entire understanding between the Parties and supersedes all prior discussions or agreements, whether written or oral.
Any amendments or modifications to this MOU must be made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the date first written above.

Biloxi Public School District

By: 

Name: Marcus Boudreaux

Title: Superintendent

Date: 5/19/20

City of Biloxi

By: _____

Name: Andrew "Fofa" Gilich, Jr.

Title: Mayor of Biloxi

Date: _____