

**CITY OF BILOXI  
AGENDA ITEM  
FACT SHEET**

Item No.: 5 N

Council Meeting Date: **April 18, 2023**

ITEM TITLE: **RESOLUTION**

INTRODUCED BY: **Mayor Andrew "FoFo" Gilich**

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

**John Miller, Director of the Police Department**

**SUMMARY EXPLANATION:**

Resolution authorizing entry into a Memorandum of Understanding and Rental Agreement with Seashore United Methodist Assembly for Van Hook Hall to be use by the City of Biloxi as a Law Enforcement Training Center and amending the municipal budget for fiscal year ending September 30, 2023

Resolution  Ordinance \_\_\_\_\_ Public Hearing \_\_\_\_\_ Routine Agenda \_\_\_\_\_

**Exhibits for Review**

Contract  Minutes \_\_\_\_\_ Plans/Maps \_\_\_\_\_ Deed \_\_\_\_\_ Lease \_\_\_\_\_

**Other (Specify):** Exhibit A: Memorandum of Understanding  
Exhibit B: Rental Agreement

Submittal Authorization: Council President \_\_\_\_\_ Mayor

**STAFF RECOMMENDATION:** Staff recommends approval

**COUNCIL ACTION:** Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

Vote:	<u>Councilmember</u>	<u>Yes</u>	<u>No</u>	<u>Other</u>	<u>Councilmember</u>	<u>Yes</u>	<u>No</u>	<u>Other</u>
	Lawrence	___	___	___	Tisdale	___	___	___
	Gines	___	___	___	Glavan	___	___	___
	Newman	___	___	___	Barrett	___	___	___
	Deming	___	___	___				

**ACTION TAKEN:**

Resolution No.

RESOLUTION AUTHORIZING ENTRY INTO A MEMORANDUM OF UNDERSTANDING AND RENTAL AGREEMENT WITH SEASHORE UNITED METHODIST ASSEMBLY FOR VAN HOOK HALL TO BE USE BY THE CITY OF BILOXI AS A LAW ENFORCEMENT TRAINING CENTER AND AMENDING THE MUNICIPAL BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2023

WHEREAS, the City of Biloxi (the "City") Police Department is in need of a location to serve as a Law Enforcement Training Center;

WHEREAS, Seashore United Methodist Assembly ("SUMA") has a suitable facility, known as Van Hook Hall, available and is willing to lease the building to the City as a Law Enforcement Training Center, under the terms and conditions contained in the Memorandum of Understanding, attached hereto as Exhibit "A," and the Rental Agreement, attached hereto as Exhibit "B" (collectively, the "Agreement");

WHEREAS, under the Agreement, the City will lease Van Hook Hall, at a cost of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month, for a term beginning at execution and continuing until terminated;

WHEREAS, in order to provide sufficient funding for the City's obligations under the Agreement, it is necessary that the municipal budget for fiscal year ending September 30, 2023, be amended by transferring Seventeen Thousand Five Hundred and 00/100 Dollars (\$17,500.00) from line item 14000-5001 to line item 01511-6623;

WHEREAS, Section 21-35-25 of the Mississippi Code of 1972, Annotated, provides authorization for the governing authorities of a municipality to amend the budget of such municipality, provided there be funds in the treasury of the municipality not appropriated by the budget and there is a deficit in any one (1) or more items provided for in the budget; and

WHEREAS, it is the recommendation of John Miller, Director of the Police Department, that the City enter the Agreement and amend the budget, as stated above.

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 Memorandum of Understanding, attached hereto as Exhibit "A," and Rental Agreement, attached hereto as Exhibit "B," with Seashore United Methodist Assembly for Van Hook Hall.

SECTION THREE: The Municipal Budget of the City of Biloxi for fiscal year ending September 30, 2023, is hereby amended to reflect the transfer of Seventeen Thousand Five Hundred and 00/100 Dollars (\$17,500.00) from line item 14000-6623 to line item 01511-6623.

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



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SEASHORE UNITED METHODIST ASSEMBLY**

**BILOXI, MS**

**AND**

**CITY OF BILOXI POLICE DEPARTMENT**

**BILOXI, MS**

**HARRISON COUNTY, MS**

## **Purpose and Scope of Purpose**

**This MOU defines the responsibilities, policies, and procedures for Seashore United Methodist Assembly (SUMA), Biloxi, MS, and the City of Biloxi Police Department (BPD).**

**Background:** SUMA was established in 1872 as a training and retreat center for the United Methodist Church. The grounds contain dorms with the ability to sleep 160, Frazer Hall – a hotel facility sleeping 44, various meeting and office space (including Van Hook Hall), as well as a full-service cafeteria capable of providing meals, as well as onsite catering.

**Requirements:** The requirements in this MOU are based on valid requirements for training products, and limited services.

**Assumptions:** This MOU assumes that adequate resources and communications will be available to execute the MOU and that identified resources will be available for training purposes. All certification required for operational purposes will be provided per each party's requirement when entering into this MOU (Food services certification, firearm certification, and etc.)

## **Procedural Requirements**

**SUMA Site Control:** SUMA will maintain ownership of all SUMA site facilities and equipment at **all** times and reserves the right of final say on any decision involving the use of site facilities and equipment. BPD will make no changes, alterations, or additions to site facilities and equipment without the express written consent of the SUMA Board of Trustees.

The City of Biloxi Police Department (BPD) will schedule all site activities with the SUMA Executive Director or Office Manager. BPD's utilization of SUMA will be coordinated with scheduled events on SUMA property. Any scheduling conflicts will be addressed by the SUMA Executive Director or Office Manager.

BPD will exercise operational control over assigned SUMA facilities and equipment during established training hours in accordance with SUMA regulations and guidelines.

BPD will allow inmate trustees on SUMA property at times agreed upon and scheduled with the SUMA Executive Director.

SUMA Executive Director will initially review BPD's training schedule as it pertains to facility utilization for compatibility and existing leases and agreements. BPD **will not** implement its training plan until approved by the SUMA Executive Director. Deviations thereafter to said schedule or facility utilization will be submitted in writing to the SUMA Executive Director for review and approval.

## **Environmental Protection**

Within the limits of their respective legal powers, BPD will protect the premises against pollution of its air, ground, and water. BPD will comply with any laws, regulations, conditions, or instructions affecting the activity thereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, State, Interstate, or local government agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, State, Interstate, or local government agency are hereby made a condition of this MOU. BPD will not discharge waste or effluent from the premises in such a manner that discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

BPD will use all reasonable means available to protect the environment and natural resources and, where damage nonetheless occurs from BPD's activities, BPD will be liable to restore the damaged resources.

**Responsibilities:** Prescribed roles, duties, and responsibilities in establishing cooperative partnership between SUMA and the BPD for utilization of SUMA Property for the purpose of Law Enforcement Training.

### **BPD**

1. Will provide responsible Point of Contact (POC) to serve as liaison between the SUMA Executive Director or Office Manager and the BPD. Ensure that all coordination is accomplished thoroughly and as properly identified through the SUMA Executive Director or Office Manager.
2. Will contract telephone and internet services.
3. Will be responsible for ensuring that all staff and students are aware and knowledgeable of the operation instructions and standards for proper disposal of food waste.
4. Will provide training and allow class participation to any and all SUMA personnel when training sessions are available. (i.e. CPR Training)
5. Will provide certified medical personnel as needed by BPD staff and class participants.
6. Will be responsible for identifying any perishable items located at SUMA site and coordinate transfer of such items to an alternate location in the event of prolonged power outage lasting longer than 4 hours.

7. Will provide cable access in Van Hook for onsite security personnel.
8. Will be responsible for security of the SUMA site and report all security violations/incidents to SUMA Executive Director at 601.575.0408. BPD will have investigative jurisdiction in conjunction with municipal, county, and state law.
9. Will allow inmate trustees on SUMA property at times coordinated with the SUMA Executive Director and/or Office Manager.
10. Will fully comply with all applicable Federal, State, and Local fire safety, public health, and environmental laws, codes, regulations, and instructions.
11. Will assume all financial liability for any damage to any site facility through neglect or abuse from BPD's training activities.
12. The BPD agrees to indemnify and hold harmless SUMA or any other government agency, organization, entity, or any officers, members, agents, or employees of those entities for any and all claims or causes of actions asserted by any employee of the BPD, all persons sponsored by BPD, invitees, and all other individuals who enter the SUMA premises for the purposes of training for property damage, personal injury or death to the extent permitted by Mississippi Law.
13. Agrees to always maintain a marked Biloxi Police Department vehicle on site.

#### SUMA

1. Will provide primary and alternate Point of Contact (POC) with the BPD for coordination and scheduling of SUMA to provide maximum utilization and access to site when the site is available for use by the BPD.
2. Will provide adequate classroom space (VAN HOOK HALL). Audio/visual aids in classrooms are provided.
3. Will provide use of VAN HOOK HALL as staff headquarters for BPD regardless of ongoing facility use by other groups.
4. Will provide sufficient field space to support training curriculum and adequate storage to accommodate equipment, props, etc., required to support delivery of training course.
5. Will provide access to and use of restroom facilities for the liaison staff and students.
6. Will provide access to recycle receptacles on property for plastic, aluminum, and paper.
7. Will provide routine maintenance and repairs to all SUMA owned real property and equipment. SUMA will incur all costs for normal wear and tear to all facilities.
8. Will provide and pay for electricity and water to Van Hook Hall.

**PROPERTY OF THE BPD**

Attached to this Memorandum of Understanding as Exhibit "A" is a list of property that belongs to the Biloxi Police Department. Both parties agree that in the event the Biloxi Police Department no longer operates its Training at Seashore United Methodist Assembly, the items listed in Exhibit "A" to this MOU are the property of the Biloxi Police Department and will be taken from the property in the event of departure of the Biloxi Police Department from Seashore United Methodist Assembly. It is understood by both parties that the outside air conditioning portable unit, Serial No. F021600996, will be removed from the property upon departure of the Biloxi Police Department from the Seashore United Methodist Assembly property, unless otherwise agreed upon. Furthermore, the generator, Serial No. \_\_\_\_\_, will be removed from the property upon departure of the Biloxi Police Department.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR A. M. GILICH, JR.  
CITY OF BILOXI, HARRISON COUNTY, MISSISSIPPI

\_\_\_\_\_  
DATE

\_\_\_\_\_  
REV. ELIJAH MITCHELL  
CHAIRPERSON OF THE BOARD OF TRUSTEES  
SEASHORE UNITED METHODIST ASSEMBLY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MICHAEL C. HEDGEPEETH  
EXECUTIVE DIRECTOR  
SEASHORE UNITED METHODIST ASSEMBLY

## RENTAL AGREEMENT

**EXHIBIT  
B**

This rental agreement (hereinafter referred to as Agreement) is entered into by and between the **Seashore United Methodist Assembly** (hereinafter referred to as Lessor), and the **City of Biloxi Police Department** (hereinafter referred to as Lessee), pursuant to the Memorandum of Understanding between the Lessor and the Biloxi Police Department (BPD) for the operation of the BPD Law Enforcement Training Center using Van Hook Hall located on the grounds of Seashore United Methodist Assembly. This Agreement becomes effective upon signature of the Lessor and Lessee and shall take effect precedence over all agreements and understanding between the parties. Lessor, by its acceptance hereof, agrees to rent to Lessee, and, Lessee, by its acceptance hereof, agrees to rent from the Lessor, certain facilities located at 1400 Leggett Drive, Biloxi, MS 39530. The specific facility includes classroom and office space inside Van Hook Hall.

**TERM OF AGREEMENT:** The rental agreement term shall begin upon execution of the Agreement and continue until either party terminates with a 60-day notification to all parties herein.

**PAYMENTS:** Invoices for facility use will be mailed to:

City of Biloxi Police Department  
170 Porter St.  
Biloxi, MS 39530  
Phone:  
Fax:  
Email:

**COMPENSATION:** The Lessee agrees to pay the Lessor the amount of \$2,500.00 per month, or \$30,000.00 annually, for the use of Van Hook Hall at Seashore United Methodist Assembly. **Payable to:**

Seashore United Methodist Assembly  
132 Chalmers Dr.  
Biloxi, MS 39530  
Phone: 228-436-6767  
seashoreassembly@gmail.com

**Jurisdiction and Venue:**

Any disputes regarding this agreement shall be resolved in the courts of Harrison County, Mississippi, and in accordance with the laws of Mississippi.

**DESIGNATED CONTACT PERSONS:** Appropriate persons for each entity represented in this Agreement that are responsible for the administration of the terms are as follows:

Biloxi Police Department –	Chief John Miller
Seashore United Methodist Assembly –	Mr. Michael C. Hedgepeth, Executive Director

IN EVIDENCE OF THEIR AGREEMENT, THESE PARTIES HAVE SUBSCRIBED THEIR NAMES TO BE EFFECTIVE THE DATED THIS AGRREMENT IS FULLY EXECUTED.

**LESSOR**

**LESSEE**

Seashore United Methodist Assembly

City of Biloxi Police Department

Signed: \_\_\_\_\_  
Michael C. Hedgepeth

Signed: \_\_\_\_\_  
Mayor A. M. Gilich, Jr.

Name: \_\_\_\_\_  
Executive Director

Name: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

City of Biloxi



Resolution Number: \_\_\_\_\_

Date: April 18, 2023

Budget Amendment

FROM: (or credit)

Revenue or Expense	Category	Org Code	Object	Project	\$ Amount
Revenue	Transfers	14000	5001		\$17,500.00
<b>Total From:</b>					<b>\$17,500.00</b>

Add another FROM line item

TO: (or debit)

Revenue or Expense	Category	Org Code	Object	Project	\$ Amount
Expense	Supplies/Other Charge	01511	6623		\$17,500.00
<b>Total To:</b>					<b>\$17,500.00</b>

Add another TO line item

Explanation:

To amend FY 2023's budget to transfer funds from the State Forfeiture Fund to the General Fund for the lease of Van Hook Hall for law enforcement training.

Department Head

*DST* 4/12/2023  
Accounting Department