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BOYCE HOLLEMAN & ASSOC.

Mr. Tim Holleman  
Boyce Holleman & Associates  
1720 23rd Avenue  
Gulfport, MS 39501

RE: Mississippi Coast Coliseum Commission/Harrison County

Dear Tim:

Enclosed you will find the Memorandum of Understanding that was duly adopted and executed by the Coliseum Commission at its regularly conducted meeting held April 22, 2011. I would defer to you on the start date, but it was prepared to conclude December 31, 2011. If you have any questions, please do not hesitate to contact me.

With best wishes, I remain,

Sincerely yours,

BYRD & WISER



ROBERT ALAN BYRD

RAB:ws  
Enclosure  
cc: Mr. Bill Holmes

**STATE OF MISSISSIPPI  
COUNTY OF HARRISON**

**MEMORANDUM OF UNDERSTANDING  
AND BETWEEN HARRISON COUNTY, MISSISSIPPI, AND THE  
MISSISSIPPI COAST COLISEUM COMMISSION FOR THE YEARS 2010-2011**

**WHEREAS**, the citizens of Harrison County, Mississippi, and the State of Mississippi, have, from time to time, expressed a desire to share/combine governmental operations to insure greater efficiency as well as savings in tax dollars resulting in lower taxes to the taxpayers of Harrison County, and the State of Mississippi; and

**WHEREAS**, the Mississippi Coast Coliseum Commission and the Board of Supervisors of Harrison County, Mississippi, desire to continue to work together toward sharing/combining governmental activities in a cost effective manner, which will result in substantial savings to those taxpayers and thereby a savings on the amount of taxes required to be paid by them; and

**WHEREAS**, the Mississippi Coast Coliseum Commission, through its governing authority, and Harrison County, Mississippi, through its Board of Supervisors, desire to enter into a Memorandum of Understanding relative to certain operations; and

**WHEREAS**, the purpose of this Memorandum is to provide that Harrison County will, during the term hereof and under the conditions set forth in this Memorandum, provide governmental services to the Mississippi Coast Coliseum Commission, operating under Miss. Code Ann. § 55-24-1 et. seq., (1972), as amended, as more specifically set forth in this Memorandum; and

**WHEREAS**, there will be no separate or legal or administrative entity created hereby, but the purposes of this Memorandum shall be that the governing authorities of the respective entities, namely Harrison County, Mississippi, and the Mississippi Coast Coliseum Commission, shall each cooperate together within and under the terms of this Memorandum to achieve maximum efficiency for governmental services at minimum cost to the taxpayers of Harrison

County and the State of Mississippi.

**NOW, THEREFORE, BE IT RESOLVED BY THE MISSISSIPPI COAST COLISEUM COMMISSION**, by and through its President and Executive Director, and **HARRISON COUNTY, MISSISSIPPI**, by and through its Board of Supervisors (hereinafter referred to as "THE COUNTY"), that they do hereby enter into this Memorandum of Understanding for the services hereinafter outlined.

**SECTION 1: ADMINISTRATION AND ADMINISTRATIVE ENTITY PROVISIONS**

This Memorandum will be administered in accordance with the terms and conditions set forth herein by the designated representative of the Mississippi Coast Coliseum Commission, the Executive Director, under the direction of its President and governing authority, and the County Administrator of Harrison County, Mississippi, under the direction of the Board of Supervisors of Harrison County, Mississippi. No separate legal or administrative agency will be created by this Memorandum.

**SECTION 2: PURPOSE AND STATUTORY AUTHORITIES**

**(A) Roads, Parking Lots, Driveways, Related Approaches, Land Fill Use and Drainage**

Under the provisions of Miss. Code Ann. § 19-3-41 et. seq., (1972), the County has jurisdiction over roads, parking lots, driveways, related approaches, land fill use, and related drainage within its jurisdiction. Therefore:

1. It is anticipated that the Mississippi Coast Coliseum Commission will, from time to time, as the need and necessity arises, request the support of the County in the constructing, reconstructing and repairing of roads, parking lots, driveways, land fill use, approaches thereto and related drainage, within the Mississippi Coast Coliseum Commission premises.
2. Upon the adoption of an appropriate Resolution, duly spread upon the official minutes of the Mississippi Coast Coliseum Commission, the County, in its sole discretion, agrees to assist the Mississippi Coast Coliseum Commission in constructing, re-constructing and repairing roads, parking lots, driveways and land fill use approaches thereto and related drainage, within the Mississippi Coast Coliseum Commission premises.

**(B) Law Enforcement Services**

The County and the Mississippi Coast Coliseum Commission recognize that under §135 of the Mississippi Constitution and Miss. Code Ann. § 19-25-1, et. seq., (1972), as amended, the Sheriff of the County is the Chief Law Enforcement Officer of the County with criminal jurisdiction and civil process jurisdiction throughout the County, both in the unincorporated areas and incorporated areas. Historically, the City of Biloxi police and the Harrison County Sheriff's Department have cooperated in law enforcement efforts, both within the corporate limits of the Mississippi Coast Coliseum Commission and in the unincorporated areas of the County. The County and the Mississippi Coast Coliseum Commission agree that by the execution of this Memorandum, and upon the adoption of an appropriate Resolution, duly spread upon the official minutes of the Mississippi Coast Coliseum Commission, the County, in its sole discretion, agrees to provide law enforcement assistance to the Mississippi Coast Coliseum Commission.

**(C) Fire Protection**

Presently, the City of Biloxi and Harrison County have their independent fire protection services. Historically, the City Fire Department and the County Fire Department have cooperated in providing fire protection within the premises of the Mississippi Coast Coliseum Commission. The County and Mississippi Coast Coliseum Commission agree that by the execution of this Memorandum, and upon the adoption of an appropriate Resolution, duly spread upon the official minutes of the Mississippi Coast Coliseum Commission, the County, in its sole discretion, agrees to provide fire protection assistance to the Mississippi Coast Coliseum Commission.

**SECTION 3: FINANCING**

The parties may each finance the performance of their individual duties under this Memorandum by any means lawfully available to them. Consequently, no financing, staffing,

supplying or budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this agreement, and no funds shall become joint undertaking funds; therefore, no treasurer or disbursing officer need be identified.

#### **SECTION 4: JOINT BOARD PROVISIONS**

The terms and provisions of this Memorandum do not require the establishment of a joint board.

#### **SECTION 5: REAL AND PERSONAL PROPERTY**

It is not the intent of this Memorandum that title to any real or personal property shall be transferred between the parties in order to implement this Memorandum. Title to all real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by the Mississippi Coast Coliseum Commission, at the time of such termination or purchased by the Mississippi Coast Coliseum Commission pursuant to this Memorandum shall remain the property of the Mississippi Coast Coliseum Commission; all real and personal property owned by Harrison County at the time of such termination or purchased by the County pursuant to this Memorandum shall remain the property of the County.

#### **SECTION 6: ACQUISITION OF PROPERTY**

No additional real or personal property is to be acquired, held or disposed of in this joint cooperative undertaking, and all real and personal property utilized by any party in implementing this Memorandum shall remain the party's property upon its partial or complete termination or amendment of this Memorandum.

#### **SECTION 7: SEVERABILITY**

If any part, term or provision of this Memorandum shall be held illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

#### **SECTION 8: TERM OF AGREEMENT**

This Memorandum shall become effective as of \_\_\_\_\_, when same has been approved by the respective parties and shall expire on the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_. Provided however, this Memorandum may be terminated by the mutual agreement of the parties upon 30 days written notice to the President of the Board of Supervisors and the Executive Director of the Mississippi Coast Coliseum Commission.

**SECTION 9: AMENDMENT**

This Memorandum may be amended upon the written agreement of both parties.

**SECTION 10: THE MISSISSIPPI COAST COLISEUM COMMISSION SHALL MAINTAIN LIABILITY INSURANCE**

The Mississippi Coast Coliseum Commission and the County herein agree that it shall be the responsibility of the Mississippi Coast Coliseum Commission to maintain its own general premises and liability insurance on any matters pertaining to this agreement, including but not limited to, all law enforcement services; fire services; roads, parking lots, driveways, land fill uses and drainage, maintenance, capital improvements or any other approaches matter, which is the subject of this Memorandum. The Mississippi Coast Coliseum herein promises and covenants to pay on demand any deductible amount of self-insured risk or deductible required by any insurance policy of Harrison County which may be utilized by any person, company or entity on any claim made against Harrison County on account of any subject of this Memorandum, unless any employee, agent or representative of Harrison County is found to have been at fault for which said lawsuit or claim was made. Should the Mississippi Coast Coliseum's insurance carrier withdraw coverage or become insolvent, all claims, litigation cost, attorney fees and any judgment or settlement money will be paid by the Mississippi Coast Coliseum, unless any employee, agent or representative of Harrison County is found at fault. The parties further agree that no provision in this Memorandum waives or extends any person or entity's immunity as set forth in Miss. Code Ann. § 11-46-1, et. seq., (1972) (Supp. 2006), referred to as the Mississippi Tort Claims Act.

**IN WITNESS WHEREOF**, I, President of the Mississippi Coast Coliseum Commission, the officer duly authorized in the premises by Resolution of the Mississippi Coast Coliseum

Commission attached hereto, do hereby set and subscribe my signature on behalf of the Mississippi Coast Coliseum Commission to the foregoing Memorandum of Understanding between Harrison County, Mississippi and the Mississippi Coast Coliseum Commission.

WITNESS MY SIGNATURE THIS, the 22<sup>nd</sup> day of APRIL, 2011.



\_\_\_\_\_  
President of the Mississippi Coast Coliseum  
Commission

ATTESTED:



\_\_\_\_\_  
Secretary

0. **IN WITNESS WHEREOF**, I, President of the Board of Supervisors of Harrison County, Mississippi, being the duly authorized officer, do hereby set and subscribe my signature to the above and foregoing Memorandum of Understanding, fully ascribing to the terms thereof for and on behalf of Harrison County, Mississippi, the same having been adopted in a duly constituted session.

WITNESS MY SIGNATURE, this, the \_\_\_\_\_ day \_\_\_\_\_, 2011.

\_\_\_\_\_  
President of the Board of Supervisors of  
Harrison County, Mississippi

I HAVE APPROVED THIS MEMORANDUM  
OF UNDERSTANDING AS TO FORM:

\_\_\_\_\_  
Attorney for the Harrison County  
Board of Supervisors