

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE
CITY OF BAY ST. LOUIS AND THE BAY ST. LOUIS-WAVELAND SCHOOL
DISTRICT FOR THE JOINT USE OF THE SPORTS COMPLEX**

This Agreement is made and entered into this _____ day of _____ 2025, by and between the Bay St. Louis-Waveland School District ("BWSD") and the City of Bay St. Louis ("BSL"), a municipality organized under the laws of the State of Mississippi.

WHEREAS, Mississippi Code Annotated §§37-7-301(c) and (s) authorize boards of education to allow the use of its school buildings and facilities for public gatherings and also allows for the expenditure of school district resources for programs the board finds beneficial to the district's official and extracurricular programs; and,

WHEREAS, BSL has been utilizing BWSD property which it has developed into a Sports Complex located at 701 Athletic Drive. BSL is in need of this space to continue to provide baseball and softball programming for the youth of our area. BSL has invested significant resources to develop the existing facility. BWSD recognizes that this facility and BSL's programming benefit the children in the area including many children enrolled in the District; and,

WHEREAS, the District adopted this Agreement by resolution at their regular February 10, 2025, Board meeting, and,

WHEREAS, the BWSD and BSL desire to enter into this Memorandum of Understanding for the purpose of continuing the relationship between the entities so that both entities may utilize the Sports Complex, which is located on property owned by the BWSD; and,

WHEREAS, BSL agrees to continue to pay as consideration for (1) insurance of any building located on the property; (2) all costs of reasonable maintenance and upkeep in and around said facility and BSL shall (3) maintain the cleanliness of the buildings and grounds and provide for general custodial services of said buildings and grounds and (4) provide for liability insurance. Said insurance shall be in an amount not less than \$1,000,000 per occurrence under said policy to the extent allowed by Mississippi law; and,

WHEREAS, BWSD agrees to allow BSL to use the Sports Complex for no charge with the exception of BSL's contributions listed hereinabove, recognizing BSL's sports programs enhance the District's official and extracurricular programs; and,

WHEREAS, both parties recognize that the BWSD is applying for a significant BP grant for the improvement of said facility. In the event such grant is awarded, both parties recognize there will be limited play or no play at all during any construction related to these potential BP grant

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improvement.

WHEREAS, for and in consideration of the representations and recitations herein above and the covenants that follow herein below, the parties herein enter into the for the use of the Sports Complex under the following terms and conditions:

1. The City shall:

- (A) Provide its own liability insurance in an amount not less than \$1 million per occurrence.
- (B) Keep the buildings and grounds of the Sports Complex in a clean, presentable condition by utilizing general custodial and grounds keeping services; and
- (C) Maintain property insurance insuring the buildings and other improvements located on the subject property.
- (D) Allow the BWSD to use the subject complex for any BWSD games and events except when said facilities are being used by BSL.
- (E) Only use the facility for civic sports related purposes and if said use deviates therefrom, all parties recognize this agreement shall terminate pursuant to M.C.A. Section 37-7-477.

2. BWSD shall:

- (A) Allow BSL first in line use of the Sports Complex, limited by any construction activity as needed, for its sports related programs and events.
- (B) Provide liability insurance covering the BWSD's own use of the property;

3. The Parties agree that:

- (A) The term of this Agreement is for a period of one (1) year and will expire on December 1, 2025, at that time this Agreement may be re-negotiated for an additional term.

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4. Entire Agreement

It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the Extension, either before or after the execution of this Agreement, shall affect or modify any terms or obligations hereunder.

5. Amendment

No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

6. Mississippi Law

This Agreement has been made under and shall be governed by the laws of the State of Mississippi.

7. Place of Performances

Performance and all matters related thereto shall be in Bay St. Louis, Mississippi.

8. Authority to Enter Contract

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

9. Waiver

Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of the Extension party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute to or waiver of or excuse of any other different or subsequent breach.

10. Agreement Read

The parties acknowledged that they have read, understood and intend to be bound by the terms and conditions of this Agreement.

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FEB 10 2025

Bay-Waveland School District

By: 

Casey Favre, President

Date: 2/10/25

92153195.v1

City of Bay St. Louis, Mississippi

By: _____

Mayor Mike Favre

Date: : _____

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Bay St. Louis-Waveland
School Board