

Supervisor **BEVERLY MARTIN** moved the adoption of the following Order:

ORDER APPROVING THE USE OF THE D'IBERVILLE CIVIC CENTER BY THE CURSILLO MOVEMENT OF THE CATHOLIC DIOCESE OF BILOXI

WHEREAS, the Cursillo Movement of the Catholic Diocese of Biloxi d/b/a Cursillo Movement of South Mississippi has requested that Harrison County assist said organization by waiving the rental fees required to host a social gathering being held in conjunction with its 32nd Annual Golf Tournament on October 13, 2017, at the D'Iberville Civic Center. A copy of said Request is attached hereto as Exhibit "A"; and

WHEREAS, the Board finds that such waiver will be helpful toward advancing the "moral, financial and other interests" of the County; and

WHEREAS, the Board finds that such waiver will provide Harrison County an avenue by which it can favorably advertise the opportunities, possibilities and resources that exist within Harrison County as provided by Miss. Code Ann. § 17-3-1 (1972), as amended.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS FOLLOWS:

SECTION I. The findings, conclusions and statements of fact contained in the foregoing preamble are hereby adopted, ratified and incorporated herein.

SECTION II. Pursuant to the provisions of Miss. Code Ann. § 17-3-1 (1972), as amended, the Board hereby approves the waiver of rental fees for the use of the D'Iberville Civic Center by the Cursillo Movement of the Catholic Diocese of Biloxi d/b/a Cursillo Movement of South Mississippi to host a social gathering being held in conjunction with its 32nd Annual Golf Tournament on October 13, 2017.

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing Order whereupon the question was put to a vote with the following results:

Supervisor BEVERLY MARTIN	voted	AYE
Supervisor ANGEL KIBLER-MIDDLETON	voted	AYE
Supervisor MARLIN R. LADNER	voted	AYE

Supervisor KENT JONES

voted (ABSENT & EXCUSED)

Supervisor CONNIE M. ROCKCO

voted AYE

The majority of the members present having voted in the affirmative, the motion was declared carried, and the Order adopted on this the 7th day of August 2017.

**Cursillo Movement of the Catholic Diocese of
Biloxi, Mississippi
PO Box 7450
D'Iberville, MS 39540**

June 14, 2017

Subject: Rental of D'Iberville Civic Center ✓

To: Beverly Martin, Harrison County Supervisor, District 1

The Cursillo Movement of South Mississippi is a non-profit group (letter attached) which is holding its 32th Annual Golf Tournament Fund Raiser. For quite some time now we have held the social gathering portion of the even at the D'Iberville Civic Center. Again this year we have reserved / scheduled the Civic Center for our event, which will be held on October 13, 2017.

Attached is a copy of the Rental Agreement For The Use Of The HARCO Facility; which we have submitted to your office at 10085 Doris Deno Ave.; D'Iberville, MS 39540.

Please accept this letter as a request for the HARCO Supervisor to consider waiving the fees associated with renting this facility. In your consideration of this request we have attached our designation as "non-profit" with Federal Tax Exempt Status.

If you have any questions or need additional information please don't hesitate to contact Al Gombos, Event Chairman @ 228-348-0203.

In advance, Thank You for your consideration in this matter.

Sincerely,



Al Gombos

...for The Cursillo Movement



**Cursillo Movement of the Catholic Diocese of
Biloxi, Mississippi
PO Box 7450
D'Iberville, MS 39540**

June 1, 2017

Subject: Federal Tax Exempt Status

To Whom It May Concern,

The Cursillo Movement of the Catholic Diocese of Biloxi, Mississippi is entitled to exemption from federal income tax under the provisions of section 101(6) of the Internal Revenue Code of 1939, which corresponds to section 501(c)(3) of the 1986 Code.

Donors may deduct contributions to the Cursillo Movement of the Catholic Diocese of Biloxi >dba Cursillo Movement of South Mississippi, Catholic Cursillo Movement of South Mississippi or Catholic Cursillo Golf Benefit, as provided by section 170 of the Code. Bequest, legacies, devises, transfers or gifts to them or for their use are deductible for federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code.

It is understood that each of these independent entities referenced above is a non-profit organization, with **Federal Tax ID No 64-0561316** and that no part of the net earnings thereof come into effect as to the benefit of any individual.

Sincerely,

Candace Atwood

Candace Atwood
Financial Secretary

Make Pay →
to + mail

Facility: Diberville Civic Center
Date of Event: OCTOBER 13, 2017
Lessee: CURSILLO MOVEMENT OF SO. MS
Address: P.O. Box 7450
DIBERVILLE MS 39540
Phone: (228) 348-0203
Email: AGombos@diberville.ms.us

STATE OF MISSISSIPPI
COUNTY OF HARRISON.

RENTAL AGREEMENT FOR THE USE OF A HARRISON COUNTY FACILITY

THIS LEASE AGREEMENT, is made and entered into on this the 20 day of July
2017 by and between HARRISON COUNTY, MISSISSIPPI, by and through its Board of Supervisors, 1801
23RD Avenue, Gulfport, Mississippi 39501, (hereinafter, the "County" or "Lessor") and
CURSILLO MOVEMENT OF SOUTH MISSISSIPPI, P.O. Box 7450
DIBERVILLE MS 39540, (hereinafter, "Lessee").

WITNESSETH:

The parties hereto, for and in consideration of the mutual covenants and conditions hereinafter
set forth, together with those previously agreed to terms and conditions specified in the Policies and
Procedures for Rentals of Harrison County Facilities, attached hereto as Exhibit "A" and incorporated
herein by reference, (collectively, the "Lease Agreement"), do hereby agree to the lease of real property
and fixtures located at 10395 Automobile Pkwy, Diberville Mississippi
39540 (hereinafter, the "Leased Premises"), for a period of time commencing at 7:00 a.m. on the
12 day of Oct, 2017, and terminating at 12:00 a.m. on the 14 day of
Oct, 17 (hereinafter, the "Rental Period").

1. SCOPE. It is agreed that the purpose of this Lease is to allow Lessee to use the
Leased Premises for: SOCIAL GATHERING IN SUPPORT OF A
FUND RAISING GOLF TOURNAMENT. PLEASE SEE ATTACHED
LETTER WITH "NON PROFIT" IDENTIFICATION.

Said use shall be exclusive to Lessee, its employees, agents, assigns, members and invitees for the Rental Period. Third party use of the Leased Premises is prohibited without the prior written permission of Lessor. Said permission shall not be unreasonably withheld. Any unspecified use of the Leased Premises by Lessee shall result in the immediate termination of this Lease Agreement and Lessee shall vacate the premises immediately.

2. **RESPONSIBILITY FOR OPERATIONS.** It is expressly understood and agreed that the County shall have no obligation or responsibility for Lessee's operations at the Leased Premises.

3. **RENT.** As consideration for this Lease, Lessee agrees to pay Lessor \$ 750⁰⁰. Said rental payment is due in full no later than thirty (30) days prior to the commencement of the Rental Period.

4. **DEPOSITS.** Lessee shall be responsible for deposits in the following amounts:

a. Scheduling.
(due when booking event)

\$ 250⁰⁰

b. Clean Up.
(due within 30 calendar days of the event)

\$ 250⁰⁰

c. Access.
(due within 30 calendar days of the event)

\$ 750⁰⁰

Refund(s) due shall be issued to Lessee within sixty (60) days after the conclusion of an event.

5. **PROTECTION OF THE LEASED PREMISES.** In addition to the provisions of Exhibit "A", Paragraphs 21 and 27, Lessee agrees to notify the Lessor immediately of any damage to the Leased Premises. Lessee shall be liable for any damages that may be caused to the Leased Premises by activities of Lessee, its employees, agents, assigns, members or invitees under this Lease Agreement.

Lessee shall not deposit, or cause to be deposited, any refuse, waste or substances regulated under local, state or federal environmental or health laws on the Leased Premises nor shall Lessee make any such deposits on or damage any property adjacent to the Leased Premises. Disposition of refuse and waste shall be consistent with local, state and federal environmental or health laws and regulations.

6. **INDEMNITY AND HOLD HARMLESS.** As part of the consideration for leasing the Facility, Lessee, its heirs, agents, employees, executors, successors and assigns, agrees to hold and save harmless, protect and indemnify Harrison County, its officials, agents, servants and employees from and against any and all liability, loss, damage, claim, suit or action at law or equity, judgment, penalty (civil or criminal) and costs, including attorneys' fees, which may arise or grow out of any injury or death of persons or loss or damage to property connected with Lessee's exercise of any right granted or conferred hereby, or Lessee's use, maintenance, operation or condition of the Leased Premises, or the activities thereon conducted by Lessee, whether sustained by Lessee, its respective agents or employees, or by any other persons, groups or corporations which seek to hold the County liable.

7. **QUIET AND PEACEFUL POSSESSION.** Lessee shall have quiet and peaceful possession of the Leased Premises so long as Lessee is in compliance with the terms and provisions of this Lease Agreement.

8. **DEFAULT.** Lessee agrees that in the event a default or breach of this Lease Agreement occurs, then and in that event, Lessee shall become a tenant at sufferance, waiving all rights of notice, and Lessor shall be entitled to immediate possession of the Leased premises.

9. **CANCELLATION.** Cancellation of the Lease Agreement shall be allowed without penalty provided said cancellation is provided to Lessor in writing no less than fourteen (14) days prior to the commencement of the Rental Period. The penalty for failure to cancel the Lease Agreement pursuant to this Section 9 shall result in Lessee's forfeiture of Deposits identified in Exhibit "A", Paragraph 4.

10. **INSURANCE.** For all events open to the general public, Lessee shall secure and maintain throughout the term of this Lease Agreement a general liability insurance policy providing coverage, not less than \$250,000.00 for each occurrence, against accidents, death or bodily injury or loss or damage occurring on or in connection to the Leased Premises, or arising out of or associated with any

activity of Lessee on the Leased Premises. Said policy shall name Harrison County as an additional insured. Failure to provide proof of insurance prior to the commencement term may result in termination of the Lease by the County.

11. TRANSFERABILITY OF LEASE. Lessee shall not sublease, assign or transfer its interest in the Leased Premises without the prior written consent of the County.

12. ATTORNEYS' FEES AND EXPENSES. In the event of default, Lessee shall be obligated to pay reasonable attorneys' fees and expenses incurred by Lessor in enforcing its rights under this Lease Agreement.

13. AUTHORITY. The person signing this Lease Agreement personally warrants his/her authority to bind themselves or the company on whose behalf he/she signs the same and personally guarantees Lessee's performance of this Lease Agreement.

14. ENTIRE AGREEMENT. This Lease Agreement and Exhibit "A" constitutes the entire agreement of the parties and shall not be conditioned, modified or supplemented except by a subsequent written agreement signed by and delivered by all parties. If any provisions of this Lease are found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid or unenforceable, there will be added as a part of this Lease a provision as similar to such provision as may be possible and legal, valid and enforceable.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

15. GOVERNING AUTHORITY. This Lease Agreement and any amendments thereto shall be construed and interpreted pursuant to Mississippi law.

LESSEE

THE CURSILLO MOVEMENT
of South Mississippi

By: Al Gombos / AL Gombos

Date: 7-13-17

LESSOR

HARRISON COUNTY, MISSISSIPPI

By: Karen Adams

Date: 7-20-17

I, the Applicant herein, acknowledge receipt of the foregoing Policies and Procedures for rental of a Harrison County facility and hereby agree to comply with the terms and conditions stated herein during the Rental Period.

Al Gombos / AL Gombos
Signature

Applicant

By: _____

Its: _____

✓ Date: 7-20-17

D'Iberville Civic Center
 10395 Auto Mall Parkway
 D'Iberville, MS 39532
 Phone: (228) 392-3313
 FAX: --
 Email: kadams@co.harrison.ms.us

Receipt
#1000042.006
 Jul 21, 2017 10:27 AM



AL GOMBOS
 P.O. BOX 7450
 D'IBERVILLE, MS 39540

Prepared By: Karen Adams
 Customer ID: 394

Home phone: (228) 348-0203, Work phone: --

Payment Summary

Credit Card: \$572.25 Discover Card xxx1055, Auth# 02166B

Total Received: \$572.25

Total Payments: \$572.25

Transactions

Customer	Description	Item	Unit	Qty	Fee	Charge
Al Gombos P.O.Box 7450 D'iberville, MS 39540 Home phone: (228) 348-0203 Email: -- ID: 394	Fee Surcharge Action: Transaction Fee	Fee				\$72.25
Al Gombos P.O.Box 7450 D'iberville, MS 39540 Home phone: (228) 348-0203 Email: -- ID: 394	Created Permits #916 Action: Permit Permit # 916					
Al Gombos P.O.Box 7450 D'iberville, MS 39540 Home phone: (228) 348-0203 Email: -- ID: 394	Al Gombos - Cursillo movement fund raiser #916 Action: Paid on Account Balance ¹ Location: D'Iberville Civic Center at D'Iberville Civic Ctr Permit # 916	Rental Deposit	Each			\$250.00
Al Gombos P.O.Box 7450 D'iberville, MS 39540 Home phone: (228) 348-0203 Email: -- ID: 394	Al Gombos - Cursillo movement fund raiser #916 Action: Paid on Account Balance ¹ Location: D'Iberville Civic Center at D'Iberville Civic Ctr Permit # 916	Cleaning Deposit	Each			\$250.00

Total Charges \$572.25

Total Payments \$572.25
Balance \$0

1 Payment Schedule for Original Balance of \$750.00

Due Date	Amount Due	Amount Paid	Withdrawal Adjustment	Balance
Sep 12, 2017	\$750.00	\$0	\$0	\$750.00
			Current Balance	\$750.00
			Due Now	\$0

Permit Contract

D'Iberville Civic Center
 10395 Auto Mall Parkway
 D'Iberville, MS 39532
 Phone: (228) 392-3313
 FAX: --
 Email: kadams@co.harrison.ms.us

Permit #916, Approved
 Jul 21, 2017 10:27 AM



Al Gombos
 P.O.Box 7450
 D'Iberville, MS 39540
 Email:

Customer Type: General Public
 Prepared By: Karen Adams

Customer ID: 394
 Home: (228) 348-0203

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
\$750.00	\$0	\$0	\$750.00	\$500.00	\$0	(\$500.00)	\$0	\$750.00

RESERVATIONS

Event	Resource	Center	Notes
Al Gombos - Cursillo movement fund raiser Type: Party Attend/Qty: 250	D'Iberville Civic Center	D'Iberville Civic Center 10395 Auto Mall Parkway D'Iberville, MS 39532 (228) 392-3313	--
Days Requested		Event Ends	
Day	Date	Date	Time
Thursday	Oct 12, 2017	Oct 13, 2017	12:00 AM
Friday	Oct 13, 2017	Oct 14, 2017	12:00 AM
Summary		Notes	
Total Number of Dates: 2		--	
Total Time: 34 hours			

CHARGES

Description	Event / Resource	Unit Fee	Units	Tax	Charge
Rental Fee - Daily	Al Gombos - Cursillo movement fund raiser #916 D'Iberville Civic Center	\$500.00	1.00	--	\$500.00
Rental Fee - Half Day	Al Gombos - Cursillo movement fund raiser #916 D'Iberville Civic Center	\$250.00	1.00	--	\$250.00

DEPOSITS

Deposit Charge	Event / Resource	Charge	Tax	Amount paid	Refunds	Balance
Cleaning Deposit	Al Gombos - Cursillo movement fund raiser #916 D'Iberville Civic Center	\$250.00	\$0	\$250.00	\$0	\$0
Rental Deposit		\$250.00	\$0	\$250.00	\$0	\$0

Al Gombos - Cursillo movement fund
raiser #916
D'Iberville Civic Center

Payments and Refunds

Receipt #	Date	Charge Description	Resource Event	Payment
1000042.006	Jul 21, 2017	Cleaning Deposit	D'Iberville Civic Center Al Gombos - Cursillo movement fund raiser #916	\$250.00
1000042.006	Jul 21, 2017	Rental Deposit	D'Iberville Civic Center Al Gombos - Cursillo movement fund raiser #916	\$250.00

CUSTOM QUESTIONS

Question	Answer
How many tables will you need at your event?	25
Are you charging admission to your event?	No
Will you be cleaning the facility?	No
Do you require access to the PA system?	No
Will you need security at your event?	Yes
Do you plan on serving alcohol at your event?	Yes
How many vendors will be attending your event?	0