

PUBLIC MEETING NOTICE



The Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi will hold a regularly scheduled monthly Board meeting for the purposes of the following: regularly scheduled Board Meeting

Thursday, February 23rd, 2023

3:00pm-5:00pm

**Coastal Mississippi Board Room
2350 Beach Blvd, Suite A
Biloxi, MS 39531**

COASTAL MISSISSIPPI BOARD MEETING
February 23, 2022
OFFICIAL MINUTES

The Coastal Mississippi Board met Thursday, February 23, 2023, at 3:00 p.m. in the Coastal Mississippi Boardroom located at 2350 Beach Blvd., Suite A, Biloxi, MS 39531.

Commissioners Present: Greg Cronin, President; Ann Stewart, Bill Holmes, Nikki Moon, Thomas Sherman, Rusty David, Paige Roberts, Janet McMurphy, Blaine LaFontaine

Commissioners Absent: LuAnn Pappas, Jimmie Ladner, Vice President; Richard Marsh, Treasurer; Jackie Avery, Jr., Secretary*; Danny Hansen, Jerry St. Pe'

Staff Members Present: Judy Young, Chief Executive Officer; Duncan Ing, Executive Administrator; Kendra Simpson, Director of Marketing; Zach Holifield, Director of Leisure Business and Sales; Chris Marshall, Director of Finance and Employee Relations; Pattye Meagher, Director of Communications and Engagement

Others Present: Hugh Keating, Legal Counsel; Larry Ahlgren, Attractions Association; Myrna Green, Hancock County Tourism; Cynthia Sutton, Ocean Springs Chamber of Commerce

*Commissioner Jackie Avery, Jr. passed away on January 27, 2023. The Coastal Mississippi Board of Commissioners mourns his passing and celebrates his life.

President Greg Cronin called the meeting to order at 3:01 p.m.

1. Pledge of Allegiance

2. Introduction of Guests

3. Antitrust, Conflicts, Confidentiality Reminder

4. President's Report

5. Commissioner Moon made the motion to approve the consent agenda, including the January 2023, Minutes, CEO Report, Financial Report, Departmental Reports, KPI Report, and March Calendar of Events, seconded by Commissioner Sherman. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Absent
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Absent	Commissioner Moon	Voted ---- Yes
Commissioner Hansen	Voted ---- Absent	Commissioner Roberts	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner St. Pé	Voted ---- Absent
Commissioner Ladner	Voted ---- Absent	Commissioner Stewart	Voted ---- Yes
Commissioner LaFontaine	Voted ---- Yes	Commissioner Sherman	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Cronin declared the motion adopted February 23, 2023.

6. Hugh Keating, Legal Counsel gave report on the following items:

7. Commissioner Holmes made the motion to approve the Palladium Media Renewal Agreement, seconded by Commissioner Sherman. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Absent
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Absent	Commissioner Moon	Voted ---- Yes
Commissioner Hansen	Voted ---- Absent	Commissioner Roberts	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner St. Pé	Voted ---- Absent
Commissioner Ladner	Voted ---- Absent	Commissioner Stewart	Voted ---- Yes
Commissioner LaFontaine	Voted ---- Yes	Commissioner Sherman	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Cronin declared the motion adopted February 23, 2023.

8. Old Business: None

9. New Business:

10. Commissioner Holmes made the motion to approve Commissioner Rusty David to fill the vacancy in the Secretary position until the end of this slate of officers in June of 2023, seconded by Commissioner Sherman. President Cronin called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Absent
Commissioner Pappas	Voted ---- Absent	Commissioner Moon	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Roberts	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner St. Pé	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner LaFontaine	Voted ---- Absent	Commissioner Sherman	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Cronin declared the motion adopted February 23, 2023.

11. Commissioner David made the motion to approve the reissuance of the 2030 Strategic Plan, seconded by Commissioner Moon. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Absent
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Absent	Commissioner Moon	Voted ---- Yes
Commissioner Hansen	Voted ---- Absent	Commissioner Roberts	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner St. Pé	Voted ---- Absent
Commissioner Ladner	Voted ---- Absent	Commissioner Stewart	Voted ---- Yes
Commissioner LaFontaine	Voted ---- Yes	Commissioner Sherman	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Cronin declared the motion adopted February 23, 2023.

12. Commissioner Moon made the motion to approve the Key Data Proposal seconded by Commissioner McMurphy. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Absent
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes

Commissioner Pappas	Voted ---- Absent	Commissioner Moon	Voted ---- Yes
Commissioner Hansen	Voted ---- Absent	Commissioner Roberts	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner St. Pé	Voted ---- Absent
Commissioner Ladner	Voted ---- Absent	Commissioner Stewart	Voted ---- Yes
Commissioner LaFontaine	Voted ---- Yes	Commissioner Sherman	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Cronin declared the motion adopted February 23, 2023.

13. Commissioner Holmes made the motion to approve the Airport Creative Renewal with Lamar Advertising, seconded by Commissioner McMurphy. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Absent
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Absent	Commissioner Moon	Voted ---- Yes
Commissioner Hansen	Voted ---- Absent	Commissioner Roberts	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner St. Pé	Voted ---- Absent
Commissioner Ladner	Voted ---- Absent	Commissioner Stewart	Voted ---- Yes
Commissioner LaFontaine	Voted ---- Yes	Commissioner Sherman	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Cronin declared the motion adopted February 23, 2023.

14. The Coastal Mississippi Board of Commissioners held a discussion regarding AMTRAK Passenger Rail Service Marketing: no action was taken.

15. The Coastal Mississippi Board of Commissioners held a discussion regarding an email request from Vincent Creel that was received by the CEO of the Bureau. The Commission is currently exploring options regarding the display of the Billy Creel bust in a response to the aforementioned request: no official action was taken.

16. Commissioner McMurphy made the motion to enter into Closed Session for the purpose of discussing the need to enter Executive Session, seconded by Commissioner Moon. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Absent
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Absent	Commissioner Moon	Voted ---- Yes
Commissioner Hansen	Voted ---- Absent	Commissioner Roberts	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner St. Pé	Voted ---- Absent
Commissioner Ladner	Voted ---- Absent	Commissioner Stewart	Voted ---- Yes
Commissioner LaFontaine	Voted ---- Yes	Commissioner Sherman	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Cronin declared the motion adopted February 23, 2023.

17. Commissioner McMurphy made the motion to exit Closed Session and reconvene into open meeting, seconded by Commissioner Sherman. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Absent
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Absent	Commissioner Moon	Voted ---- Yes

Commissioner Hansen	Voted ---- Absent	Commissioner Roberts	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner St. Pé	Voted ---- Absent
Commissioner Ladner	Voted ---- Absent	Commissioner Stewart	Voted ---- Yes
Commissioner LaFontaine	Voted ---- Yes	Commissioner Sherman	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Cronin declared the motion adopted February 23, 2023.

Legal Counsel stated no action was taken in Closed Session.

18. Commissioner Stewart made the motion to enter into Executive Session for the purposes of discussing personnel performance of the CEO and Director of Communications and Engagement, seconded by Commissioner Moon. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Absent
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Absent	Commissioner Moon	Voted ---- Yes
Commissioner Hansen	Voted ---- Absent	Commissioner Roberts	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner St. Pé	Voted ---- Absent
Commissioner Ladner	Voted ---- Absent	Commissioner Stewart	Voted ---- Yes
Commissioner LaFontaine	Voted ---- Yes	Commissioner Sherman	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Cronin declared the motion adopted February 23, 2023.

19. Commissioner Moon made the motion to exit Executive Session and reconvene into open meeting, seconded by Commissioner McMurphy. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Absent
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Absent	Commissioner Moon	Voted ---- Yes
Commissioner Hansen	Voted ---- Absent	Commissioner Roberts	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner St. Pé	Voted ---- Absent
Commissioner Ladner	Voted ---- Absent	Commissioner Stewart	Voted ---- Yes
Commissioner LaFontaine	Voted ---- Yes	Commissioner Sherman	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Cronin declared the motion adopted February 23, 2023.

Legal Counsel stated no action was taken in Executive Session.

20. Commissioner Holmes made the motion to ratify and approve the amendment to the employment agreement for the Director of Communications, seconded by Commissioner David. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Absent
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Absent	Commissioner Moon	Voted ---- Yes
Commissioner Hansen	Voted ---- Absent	Commissioner Roberts	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner St. Pé	Voted ---- Absent
Commissioner Ladner	Voted ---- Absent	Commissioner Stewart	Voted ---- Yes
Commissioner LaFontaine	Voted ---- Yes	Commissioner Sherman	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Cronin declared the motion adopted February 23, 2023.

21. Commissioner David made the motion to approve a 4% increase to the base pay of the CEO effective 3/1/23, seconded by Commissioner Moon. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Absent
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Absent	Commissioner Moon	Voted ---- Yes
Commissioner Hansen	Voted ---- Absent	Commissioner Roberts	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner St. Pé	Voted ---- Absent
Commissioner Ladner	Voted ---- Absent	Commissioner Stewart	Voted ---- Yes
Commissioner LaFontaine	Voted ---- Yes	Commissioner Sherman	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Cronin declared the motion adopted February 23, 2023.

22. Commissioner McMurphy made the motion to adjourn the meeting, seconded by Commissioner Moon. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Absent
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Absent	Commissioner Moon	Voted ---- Yes
Commissioner Hansen	Voted ---- Absent	Commissioner Roberts	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner St. Pé	Voted ---- Absent
Commissioner Ladner	Voted ---- Absent	Commissioner Stewart	Voted ---- Yes
Commissioner LaFontaine	Voted ---- Yes	Commissioner Sherman	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Cronin declared the motion adopted February 23, 2023.

P.O. Box 727
1633 Hwy 90
Gautier, MS 39553
228-497-6462
228-497-3555 Fax
www.airmastersmechanical.com

**Air Masters
Mechanical, Inc.**

Quote

To: MS Gulf Coast Regional Convention and **From:** Kevin Pry
Visitors Bureau d/b/a Coastal Mississippi

Fax: **Pages:** 2

Phone: **Date:** 2/3/23

Site: Office Area **Att:** MS Gulf Coast Regional CVB d/b/a
Coastal Mississippi Representative

Summary:

Air Masters will perform a professional Mitsubishi VRF Maintenance on the complete system these units utilize sophisticated components to provide heating and cooling efficiently and quietly so maintenance is important factor for reliable performance.

Scope of Work:

- **Airflow:** Air source units require free airflow we will pull and clean filters and inspect outdoor cabinet for airflow obstructions.
- **Cleaning:** When necessary, we will deep clean coils to remove debris and contaminants to help prevent mold and mildew growth.
- **Refrigerant:** The refrigerant lines, coils and flare connections are inspected for leakage.
- **Drainage:** Clear drainage must be maintained to prevent water leaks and damage we will flush and treat drain lines to inhibit algae and mold growth.
- **Electrical:** Wiring and electrical terminals are inspected for wear and damage.

We will performance comprehensive maintenance on:

- **(32) Indoor VRF Ceiling fan coil unit**
- **(2) Outdoor VRF Units**
- **(1) Mini Split System Indoor fan coil / Outdoor Unit**

Quarterly Maintenance

- **1st Maintenance – Brush and wash coils, blow out and vacuum drains, treat drain lines, pull and wash filters, check freon levels, inspect electrical, check for leaks on refrigerant connections, monitor system for proper operation.**
- **2nd Maintenance – Pull filters and clean, treat drain lines, inspect electrical, check for leaks on refrigerant connections.**

Exclusions:

- **Existing conditions of equipment**
- **Service diagnostic and repair**
- **Weekend, After Hour, Holidays**

***Air Masters Mechanical is a full-service HVAC Company with pipe insulation shop, sheet metal shop, fabrication shop, HVAC design build, commercial plumbing,**

Biannual Maintenance (2x year) \$ 3,925 total

Signature



Date

2/24/23

Regards,

Kevin Pry
kevinp@airmastersmechanical.com

Palladium Media Advertising Agreement Renewal

WHEREAS, Palladium Media (herein "Agency") and Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi (herein "Client"), entered into that certain agreement effective July 8, 2022, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (the "Agreement"); and,

WHEREAS, the Agreement was extended for a period of ninety (90) days and the parties desire to continue and extend the Agreement for an additional period commencing on December 10, 2022 through March 10, 2023; and,


WHEREAS, Client finds that it is in the best interests of the Client to renew and extend the Agreement through the period ending May 31, 2023; and,

WHEREAS, Agency and Client desire to renew and extend the Agreement from the period of March 11, 2023 to May 31, 2023.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the Agreement, as amended, and as set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Agency and Client do hereby covenant and agree to extend the Agreement for activation and logistic support, on the same terms and conditions as set forth in Exhibit A, from the period beginning March 11, 2023 and ending on May 31, 2023, unless otherwise renewed and extended upon written mutual agreement.

WITNESS our signatures, this the 23rd day of February, 20

By: 
Judy Young, Chief Executive Officer

By: 
Tanya Pence
Owner/President

Date: 2/24/23

Date: 2/27/23



**PALLADIUM
Media**

ADVERTISING AGENCY AGREEMENT

THIS AGREEMENT made and entered into this July 13, 2022, by and between **Palladium Media, LLC**, a Texas limited liability company (the "Agency"), and **Coastal Mississippi** (the "Client").

I. APPOINTMENT

- a. The Client hereby designates the Agency to act as Temporary Media Director and provide temporary advisory support to Coastal Mississippi marketing efforts, effective July 13, 2022 and Agency accepts such appointment and agrees to perform the services specified hereunder on behalf of Client.
- b. The Agency will make every effort to ensure Coastal Mississippi is positioned in the most positive position and this will be done so without bias to any one stakeholder/partner in the Tri-County area,

B. SCOPE OF AGENCY SERVICES

- a. The agency agree.sto devote its best efforts and to exercise due care in providing the following services:
 - i. Provide Advertising/Marketing support including vetting insertion orders, meeting deadlines, providing traffic support, work with Media Agency (PETERMA YER) on strategy, media buys, placement and provide strategic interface.

III. AGENCY COMPENSATION

- a. The rate will be \$6500 per month for 60 days beginning July 13, 2022 and ending September 11, 2022. Atwhich time this agreement may be extended if mutually agreed upon in wril:frlg by both parties. Payment shall be due and payable within 30 days from receipt of invoice from Agency.

IV. CONFIDENTIAL and SAFEGUARDING OF PROPERTY

- a. Client and Agency respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this Agreement or as may be required by law), any information, documents, or materials that are reasonable considered confidential regarding each other's products, business, customers, clients, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to anything fo the public domain or that was in the possession of either party prior to disclosure.
- b. Agency and Client will take reasonable precautions to safeguard property of the other entrusted to it, but in the absence of negligence or willful disregard, neither Agency nor Client will be responsible for any loss or damage.

V. INDEMNIFICATION

- a. Agency agrees to indemnify and hold Client harmless with respect to any claims or actions by third parties against Client based upon material prepared by Agency, involving any claim for libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyrights, except where any such claim or action arises out of material supplied by Client to Agency. However, if claims arise from matters with respect to which Agency has fully disclosed all the facts and circumstances concerning the matter and fully advised Client of the legal risk thereof and Client has elected to proceed, then Agency shall not be responsible for indemnifying Client for any related claims.
- b. This agreement is governed by Mississippi law. To the extent permitted by Mississippi law, Client agrees to indemnify and hold Agency harmless with respect to any claims or actions by third parties against Agency based upon materials furnished by Client or



where material created by Agency is substantially changed by Client. Information or data obtained by Agency from Client to substantiate claims made in advertising shall be deemed to be "materials furnished by Client."

WITNESS, the execution hereof on the day and year set forth hereinbelow.

CLIENT: Mississippi Gulf Coast Regional Convention and Visitors Bureau
d/b/a Coast Mississippi

By: Judy Young
Title: Executive Director

Date: July 13, 2022

AGENCY: Palladium Medi

Janya R. Pence, President

Date: 7/13/22



Amendment to Advertising Agency Agreement

The purpose of this amendment is to extend the terms of the cmTent Advertising Agency Agreement entered into on July 8, 2022.

The terms to be modified are as follows:

Section III(a)(i) Agency Compensation. Extend current contract for 90 days to end on December 9, 2022

Except as expressly modified and supplemented by this amendment, all other terms and conditions in the Original Agreement remain in full effect and continue to bind the parties.

This Amendment will take effect September 12, 2022 after execution by both parties.

In Witness Whereof, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date(s) below.

Coastal Mississippi

Palladium Media, L.L.C.

By:

Judy Young
Judy Young

By

Tanya R. Pence
Tanya Pence
Owner/President

Date:

October 3, 2022

Date:

10/10/22

Palladium Media Advertising Agreement Renewal

WHEREAS, Palladium Media (herein "Agency") and Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi (herein "Client"), entered into that certain agreement effective July 8, 2022, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (the "Agreement"); and,

WHEREAS, the Agreement was extended for a period of ninety (90) days and the parties desire to continue and extend the Agreement for an additional period commencing on December 10, 2022 through March 10, 2023, unless otherwise renewed and extended.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the Agreement, as amended, and as set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Agency and Client do hereby covenant and agree to continue and extend the Agreement for activation and logistic support, nunc pro tunc, on the same terms and conditions as set forth in Exhibit A for an additional ninety (90) days covering the period of time from December 10, 2022 to March 10, 2023.

WITNESS our signatures, this the 26th day of January, 2023.

Coastal Mississippi

Palladium Media, L.L.C.

By: _____
Judy Young
CEO

By: _____
Tanya Pence
Owner/President

Date: _____

Date: _____

Request for Proposal (RFP):
Destination Strategic Plan 2030

Issued by: Mississippi Gulf Coast Regional Convention and Visitors Bureau
d/b/a Coastal Mississippi
Contact: Judy Young, CEO and Duncan Ing, Executive Administrator
Date Issued: February 28, 2023
Response Deadline: March 17, 2023

MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU d/b/a COASTAL
MISSISSIPPI BACKGROUND:

On April 4, 2013, Governor Phil Bryant signed House Bill 1716, forming the Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi, herein referred to as “Coastal Mississippi” and, “Bureau.” Pursuant to House Bill 1716, 2013, Local and Private Laws of Mississippi, Boards of Supervisors of Hancock, Harrison, and Jackson Counties appointed members to the Board of Coastal Mississippi. Coastal Mississippi entered into operating agreements with the three Boards of Supervisors. Since that time, Coastal Mississippi has sought to fulfill its mission statement: to “share the secrets of Coastal Mississippi to improve our economy and quality of place for residents and local business.”

INTRODUCTION:

Coastal Mississippi is accepting proposals for a Destination Management Strategic Plan and related research in accordance with the terms, conditions, and specifications contained in the aforementioned documents. Note: responses to this RFP will be confidential and proprietary to Coastal Mississippi. Respondents wishing to participate should ensure they have all the needed qualifications prior to submission of a bid. This project will be posted on the Coastal Mississippi website and MS PTAP. Please note that all times listed within this document are Central Standard Time (CST/CDT), and “close of business” is to be construed as 5:00 PM. The terms “proposal” and “bid” are to be interpreted as synonyms throughout this document.

QUESTIONS:

Each offeror, before submitting his proposal, shall become fully informed as to the extent of the scope of work required. All questions should be submitted via email to duncan@coastalmississippi.com and carbon copy judy@coastalmississippi.com. Questions will be answered in toto and placed on the respective RFP landing page on the Coastal Mississippi website at www.gulfcoast.org March 13, 2023.

QUESTION DEADLINE:

All Questions should be submitted no later than close of business (5:00 PM) on March 9, 2023. Please note: Coastal Mississippi retains the right to disregard questions submitted after the above-mentioned deadline.

FINAL SUBMISSION DUE DATE AND TIME:

All proposals must be received no later than 2:00 PM on Friday, March 17, 2023. Coastal Mississippi reserves the right to reject responses sent after the previously mentioned date.

SUBMITTAL INSTRUCTIONS:

Proposals may be submitted via mail, delivery, or email at the below-listed addresses. Please ensure emailed bids have a read receipt. For responses submitted by email please label the subject as "Coastal Mississippi 2030 Strategic Plan Response".

MAIL:

Coastal Mississippi
Attn: Judy Young
P.O. Box 8005
Biloxi, MS 39535

DELIVERY:

Coastal Mississippi
Attn: Judy Young
2350 Beach Blvd. Ste. A Biloxi, MS 39531

EMAIL:

duncan@coastalmississippi.com

Carbon Copy:

judy@coastalmississippi.com

PROJECT TITLE:

Coastal Mississippi 2030 Strategic Plan

DISCLAIMERS AND NOTICE OF LIABILITY:

It is the sole responsibility of the respondent to see that the bid is received before the submission deadline. The respondent shall bear all risks associated with delays of any form. Coastal Mississippi retains the right to refuse any bids received past the aforementioned submittal deadline. All bids submitted shall be binding upon the respondent if accepted by the Coastal Mississippi Board of Commissioners not more than ninety (90) calendar days from the submission date. Negligence upon the part of the respondent in preparing the bid confers no right of withdrawal after the affixed time for the submission of bids.

PROJECT OVERVIEW:

Coastal Mississippi invites proposals from established consulting firms for the development of a 2030 Destination Strategic Plan. The purpose of the 2030 Destination Strategic Plan is to provide a roadmap to maintain and enhance Coastal Mississippi's competitive positioning relative to our competitive destination markets and identify growth markets while anticipating the future state of tourists' needs and possible infrastructure upgrades that may be needed. The current and future needs of group meetings, conventions, and sports are also a priority.

The ideal consulting firm will have expertise in the field of destination, tourism planning, and a successful track record with the complexities of multiple public and private stakeholders. A successful tourism strategic planning process has the potential to result in consideration for additional services.

Coastal Mississippi's service area includes Hancock, Harrison, and Jackson Counties in Mississippi.

NEGOTIATIONS:

Proposals, negotiations, discussions, demonstrations, and tests may or may not be entered into or required of bidders submitting proposals, which in the sole judgment of Coastal Mississippi, are deemed worthy of continued consideration.

NONDISCLOSURE:

All information about Coastal Mississippi, tourism stakeholders, and respective businesses and organizations in the greater Coastal Mississippi area included in this Request for Proposals (RFP) and all appendices attached hereto should be considered proprietary information. Coastal Mississippi requires you to keep this information confidential. No news release, public announcements, or reference to this RFP, nor any phase of the project described herein, shall be made without the prior written consent of Coastal Mississippi.

To this end, Coastal Mississippi announces a Request for Proposal (RFP) from qualified professionals that meet the following conditions:

- Experience and Understanding of the depth and breadth of the hospitality and tourism industry, with previous regional planning experience.
- Ability to coordinate large stakeholder meetings and have electronic, on-site polling that integrates with live presentation (Interactive Audience Engagement platform).
- A strong working relationship and demonstrated work experience within the tourism community in order to facilitate effective work.
- Demonstrated experience with bringing diverse groups with competing objectives and priorities toward a common goal; and
- Adequate staffing and support.

SCOPE OF WORK:

The scope of work for this project includes, but is not necessarily limited to the following:

Creation of a 2030 Strategic Plan Road Map. Provide a detailed plan of your vision (with input from all stakeholders) to build community support and participation for the 2030 Strategic Plan. Implementation of a Strategic Plan Road Map with tourism-industry stakeholders with oversight from the Coastal Mississippi staff and commissioners. Quarterly reports to the Coastal Mississippi Board of Commissioners.

Consultants wishing to be considered as possible contractors need to supply a concise proposal. Please include a brief description of your firm, history, and experience. Further content should describe, in outline form, the plan that addresses the program elements.

SCHEDULE OF ACTIVITIES:

Upon receipt of this request, respondents will contact the specified party below to provide the name, title, mailing address, phone, and email address for a single, central contact within the respondent's firm for coordination of all questions, clarifications, and follow-up.

duncan@coastalmississippi.com
CC: judy@coastalmississippi.com

The following is a list of key dates for this proposal. Coastal Mississippi, may, at its discretion, extend these dates.

<u>Activity:</u>	<u>Completion Date:</u>
Questions Due	March 9, 2023
Questions Answered	March 13, 2023
Bid Opening	March 17, 2023
Finalists Presentations	March 30, 2023 (morning)
Awarding Contract	March 30, 2023 (Afternoon)
Project begins	April 28, 2023
2024-2030 Strategic Plan Due	August 25, 2023

SCORE CRITERIA:

Capabilities, Experience, and Past Performance:	40 Points
Key Personnel:	20 Points
Ability to Accomplish Work:	25 Points
Cost:	10 Points
Local Experience:	5 Points
Total:	100 Points

FINAL ITEMS OF NOTE:

Coastal Mississippi, at its discretion, may select certain respondents to present a 20–30-minute plan presentation that addresses the program elements as outlined above. This will take place on the morning of March 30, 2023.

FEES:

Propose your estimated costs as a monthly or quarterly cost with the deposit and final fee clarified. All estimates regarding travel expenses should be made in accordance with the per diem reimbursement laws of the state of Mississippi. Please outline and estimate additional hard costs as required.

FUTURE PROJECTS AND FUNDING:

Future projects undertaken by the selected agency that are enumerated or implied to fall under the scope of this RFP may be paid in whole, in part, or not at all, by federal and state grants. The aforementioned grants may be currently awarded to Coastal Mississippi or may be awarded in the future. These funds may be used so long as it is deemed appropriate under the scope of the grant and meets the legal requirements of such. Coastal Mississippi reserves the right to make these determinations on an as-needed basis, and any payments are not to be construed as a grant award unless explicitly stated to be such. Coastal Mississippi makes no warranties express or implied herein, regarding grant awards in this RFP.

SMALL, MINORITY, AND WOMEN-OWNED BUSINESSES:

In compliance with federal and state statutes, Coastal Mississippi encourages small, minority, and women-owned businesses to respond to this RFP. As such, this RFP will also be placed on MS PTAP at the time of publication to ensure equal opportunity for all to respond.

SUBMITTAL PROCEDURES:

Please submit your responses by 2:00 PM on March 17, 2023, via mail, delivery, or email via the avenues provided previously in this document.



Coastal Mississippi Agreement

CUSTOMER ORDER INFORMATION	
Legal Name	Mississippi Gulf Coast Regional Convention and Visitors Bureau
Address	2350 Beach Blvd. Suite A
Main Contact (name, title, email)	Judy Young, CEO, judy@coastalmississippi.com
Billing Contact	Chris Marshall
Billing email or address	chris@coastalmississippi.com
Tax ID Number	22-0267
Initial Term	12 months
Payment Terms	<p>The Annual License and Subscription Fee shall be charged to Customer immediately upon execution of this Agreement. Access to the Key Data Services and KD Data Set will be provided upon the processing of payment hereunder.</p> <p>All fees must be paid by electronic check or credit card, and Customer hereby authorizes Key Data to automatically process the fees set forth herein on a recurring basis, such authorization is to remain in full force and effect until the termination of this Agreement. Payments will increase by 7.5% on an annual basis. If Customer fails to pay any charges when due, Key Data may charge interest at 1.5% per month on any outstanding balance.</p>

Product	Start Date	Fee
<u>Destination Data Dashboard</u> <ul style="list-style-type: none"> Frequency: Unlimited Dashboard Access Scope: the markets identified on <i>Exhibit A</i>. Format: data delivery as identified on <i>Exhibit B</i>. 	2/24/2023	\$6,000

Additional Terms

Effective Date: The Order Form is effective upon the date of the signature of Key Data Dashboard below.

Data License and Service Agreement - This Order Form has been executed as of the Order Form Effective Date above and is governed by the Key Data License and Service Agreement attached hereto as Exhibit C (the "Agreement") and the Republication Rights and Restrictions attached hereto as Exhibit D, which sets forth the terms and conditions pursuant to which Licensee will access and use the Key Data Services and data licensed hereunder. In the event of a conflict between this Order Form and the Agreement, this Order Form shall take precedence. Any acceptance of this Order Form is expressly conditioned on acceptance of the terms herein and the Agreement.

Agreed and Accepted:

CUSTOMER

By: *Judy Young*

Name: Judy Young

Title: CEO

Date: 2023-02-24

KEY DATA DASHBOARD, INC.

By: *Chris Christwas*

Name: Head of Destination Sales

Title: Head of Destination Sales

Date: 2023-02-24

EXHIBIT A

SCOPE OF MARKETS

Markets:

State of Mississippi

Coastal Mississippi (Hancock, Harrison, and Jackson County)

4 Additional MS sub-markets as determined by Coastal Mississippi

EXHIBIT B

DATA DELIVERY FORMAT

Unlimited Data Dashboard Access

EXHIBIT C

KEY DATA LICENSE AND SERVICE AGREEMENT

This Data License and Service Agreement (“Agreement”) is entered into by and between Customer (as listed on the Order Form) and Key Data Dashboard, Inc., a Delaware corporation with a mailing address of P.O. Box 1652 Santa Rosa Beach, FL 32459 (“Key Data”). “You” and “Customer” shall mean the party listed on the Order Form as Licensee. The person signing on behalf of Customer represents he or she has the authority to agree to this Agreement for Customer. This Agreement is effective as of the date executed by Key Data as indicated on the signature page below (“Effective Date”). The parties hereby agree and acknowledge:

1. Definitions.

“Authorized Internal Users” shall mean employees, officers, and directors of Customer or independent contractor accountants, attorneys, marketing professionals, research professionals, or other professional consultants or advisors of Customer who have been issued a User ID by Customer and have accepted the Terms & Conditions.

“KD Data Set” shall mean the information, data, and reports compiled, analyzed, calculated, organized, and published by Key Data for a particular geographic area made available through the Key Data Services and licensed to Customer as defined on the Order Form.

“Key Data Data” shall mean the information, data, and reports compiled, analyzed, calculated, organized, and published by Key Data made available through the Key Data Services. Key Data Data specifically includes, but is not limited to, the KD Data Set.

“Key Data Services” shall mean the services and software provided by Key Data for business intelligence, analytics, and benchmarking of key performance indicators and marketing data, including access to and use of Key Data’s website <https://data.keydatadashboard.com/> and any other linked pages, features, content, or application services or mobile applications offered.

“Reporting Parties” shall mean lodging providers that provide raw reservation and guest data to Key Data for use in calculating, aggregating, and compiling the Key Data Data provided as part of Key Data Services.

2. Term. This Agreement begins on the Effective Date and shall continue for the initial term set forth in the Order Form (“Initial Term”). Thereafter, this Agreement shall automatically renew upon the expiration of the Initial Term for successive twelve (12) month terms (“Renewal Terms” and, collectively with the Initial Term, “Term”), unless either party terminates the Agreement by written notice at least ninety (90) days before expiration of the then-existing Term.

3. Privacy. Key Data respects the privacy of our customers’ information and will follow the terms of our Privacy Policy, as the same may be modified from time to time, as set forth at: <https://pm.keydatadashboard.com/privacy>.

4. Terms and Conditions to Use. The Key Data Services and Key Data Data are owned and operated by Key Data. The Key Data Services and Key Data Data may only be used in accordance with the terms of this Agreement.

5. License. Key Data hereby grants to Customer, during the Term of this Agreement, a revocable, non-exclusive, non-transferable, non-sublicensable license to allow its Authorized Internal Users to use and access the KD Data Set identified on the Order Form and the Key Data Services subject to and in accordance with the terms of this Agreement and our Terms & Conditions. Key Data may revoke the license if Customer or any of its Authorized Internal Users is in breach of this Agreement or the Terms & Conditions. In addition to the foregoing license, Key Data hereby grants Customer a fully paid up, irrevocable, non-exclusive, and royalty-free license to use, modify, publish, and include the ‘PM Master List’ data in Customer’s tools, products, and services. Nothing in this Agreement shall be interpreted to give Customer or any of its Authorized Internal Users any right to access or use any Key Data Data other than the KD Data Set identified on the Order Form for which Customer has paid.

6. Authorized Internal Users and Users IDs. Key Data will issue Customer unique administrative log-in credentials (“Admin ID”) to gain and control access to the Key Data Services and Key Data Data by its Authorized Internal Users. Using its Admin ID, Customer will issue a unique User ID for each Authorized Internal User it desires to have access to the Key Data Services and Key Data Data after determining such user qualifies as an Authorized Internal User. Customer will: (a) not allow any non-employee of Customer to use its Admin ID; (b) not allow any Authorized Internal User to use another’s User ID; (c) protect the confidentiality of the Admin ID and notify Key Data if the security or integrity of the Admin ID or any User ID has been compromised; (d) remain responsible for all obligations under this Agreement arising in connection with its Authorized Internal Users’ use of the Key Data Service and Key Data Data; and (e) be liable for any act or omission by any of its Authorized Internal Users, which, if performed or omitted by Customer, would be a breach of this Agreement.

7. Limitations on Use of Key Data Data. **Except as expressly permitted in writing by Key Data, the Key Data Services and Key Data Data may only be accessed, used, downloaded, manipulated, extracted, republished, or distributed for Customer’s internal business use by Authorized Internal Users.** Customer’s stakeholders, partners, and members, including member lodging partners, are NOT considered Authorized Internal Users. Customer shall be liable for any breach of this Agreement or the Terms & Conditions by its Authorized Internal Users. If Customer republishes any Key Data Data in any form, internally or subject to an additional written agreement with Key Data, Key Data must be clearly and conspicuously identified as the source of such data by means of the following notation: SOURCE: COPYRIGHT KEY DATA, LLC (year). REPLICATION OR OTHER RE-USE OF THIS DATA WITHOUT THE EXPRESS WRITTEN PERMISSION OF KEY DATA IS STRICTLY PROHIBITED. The notation shall appear immediately below or in conjunction with all graphs, charts or tables derived from Key Data Data. Any other use, distribution, or republication of the Key Data Data is strictly prohibited.

8. Billing Information. Customer shall provide Key Data with accurate and complete billing information. Customer acknowledges and agrees that any bank account, credit card, or related billing payment information provided to Key Data will be used by our payment processors and/or credit agencies solely for the purpose of effecting payment to Key Data and servicing your account. Key Data is not responsible for any additional charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Key Data.

9. Termination. If Customer fails to make payments when due under this Agreement, Key Data may terminate this Agreement twenty (20) days after payment was due with written notice to Customer. Key Data may terminate this Agreement immediately with written notice to Customer if Customer or any Authorized Internal User violates the scope of or any restriction on the license under this Agreement, the Terms & Conditions, or Customer’s obligations hereunder with respect to Confidential Information. Customer may terminate this Agreement immediately if Key Data is in breach of any term of this Agreement and fails to cure such breach after ten days’ written notice from Customer.

10. Confidential Information. “Confidential Information” means: (i) information of or relating to Customer or Key Data, that is competitively sensitive material not generally known to the public, including without limitation, information that relates to past, present or future research and development, trade secrets, products and services, pricing, marketing, financial matters, or business affairs, systems, networks, computer equipment and software proprietary to or licensed by a party, including without limitation, object or source code, custom software modifications, software documentation and training aids, and all data, code, techniques, algorithms, methods, logic, architecture, and designs embodied or incorporated therein; (ii) the Key Data Service and Key Data Data; and (iii) the terms and content of this Agreement, including without limitation, pricing. Confidential Information shall not be disclosed to any third parties unless expressly permitted in this Agreement or by written consent of the non-disclosing party. Neither party obtains title to or an ownership interest in the other party’s Confidential Information. Confidential Information shall be confidential, irrespective of whether it is expressly designated as confidential. Each party will use the same means to protect Confidential Information as it uses to protect its own confidential information, but in any event no less than reasonable means. Nothing stated in this Agreement will prevent either party from disclosing the other party’s Confidential Information which is: (i) already known by the recipient party without violating an obligation of confidentiality; (ii) publicly known or becomes publicly known through no unauthorized act of the recipient party; (iii) received from a third party not subject to an obligation of confidentiality; (iv) independently developed; (v) approved in writing by the other party for disclosure; or (vi) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the party being compelled to disclose notifies the other party within a time period reasonable enough to allow the other Party an opportunity to object to the disclosure. These confidentiality provisions set forth in this agreement shall survive termination of this Agreement.

11. Warranties and Disclaimers. Customer acknowledges the Key Data Data is generated from information received from Reporting Parties and/or via an API from their software providers. Key Data uses its best efforts to ensure the information provided to Customer, including the aggregated data therein, is accurate and complete. However, Key Data does not have control over and takes no responsibility for the accuracy and validity of the “raw” data provided by Reporting Parties. Customer also acknowledges the Key Data Services may be temporarily unavailable from time to time due to required maintenance, telecommunications interruptions, data hosting interruptions, or other disruptions. THE KEY DATA SERVICES AND KEY DATA DATA ARE PROVIDED TO CUSTOMER “AS IS” WITHOUT ANY WARRANTY. ALL WARRANTIES ARE DISCLAIMED EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR RESULT, AND NON-INFRINGEMENT. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES TO ACHIEVE CUSTOMER’S INTENDED RESULTS AND FOR ITS USE OF THE RESULTS OBTAINED FROM THE SERVICES OR DATA. KEY DATA DOES NOT WARRANT THE SERVICES OR DATA WILL MEET CUSTOMER’S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR FREE

12. Limitations of Liability. 12. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SERVICES OR DATA PROVIDED BY KEY DATA HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR DATA. THE TOTAL LIABILITY, IF ANY, OF EITHER PARTY IN THE AGGREGATE OVER THE TERM OF THIS AGREEMENT FOR ALL CLAIMS, CAUSES OF ACTION OR LIABILITY WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR THE SERVICES AND DATA PROVIDED HEREUNDER, SHALL BE LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES, ACTUALLY INCURRED, OR (B) THE TOTAL FEES PAID BY CUSTOMER TO KEY DATA IN THE MOST RECENT TWELVE (12) MONTH PERIOD.

13. Proprietary Software Restrictions. Customer agrees and acknowledges the Key Data Services and Key Data Data are proprietary to Key Data. Key Data will remain the sole owner of all right, title, and interest in the Key Data Services and Key Data Data. Except as specifically permitted herein Customer will not, in whole or in part, (a) copy the Key Data Services; (b) modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble or make derivative works based on the Key Data Services except as otherwise permitted by law; (c) rent, loan, sub-license, lease, distribute or attempt to grant any rights to the Key Data Services or Key Data Data to third parties; or (d) permit access to the Key Data Services or Key Data Data to anyone other than Authorized Internal Users.

14. Governing Law, Forum Selection, Attorneys Fees, and Waiver of Jury Trial. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regard to the principles of conflicts of laws. The United States District Court for the Northern District of Florida, Pensacola Division, and the County and Circuit Courts in and for Walton County, Florida shall have exclusive jurisdiction and be the exclusive venue for any dispute arising out of this Agreement or the course of conduct between the parties. The parties hereby submit to the personal jurisdiction of these Courts. If any legal proceeding is commenced to interpret or enforce this Agreement, the prevailing party therein shall be entitled to an award of reasonable attorneys’ fees and costs, including the fees and costs expended in determining entitlement to and the amount of such fees and costs. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A JURY TRIAL AS TO ANY CLAIMS A PARTY MAY CLAIM TO HAVE AGAINST THE OTHER WHICH ARISES OUT OF THIS AGREEMENT OR THE COURSE OF DEALINGS BETWEEN THE PARTIES.**

15. Miscellaneous. All notices in connection with this Agreement shall be in writing and deemed given when delivered to the email addresses below, or the next business day after deposit for overnight delivery with a nationally recognized overnight carrier, or three (3) business days after being sent by certified U.S. mail, postage prepaid, return receipt requested, and addressed to the address below or such other address as such party last provided to the other by written notice. Each party shall be and act as an independent contractor and not as partner, joint venturer, or agent of the other. This Agreement and the rights, obligations and licenses herein, shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors, permitted assigns, and personal representatives. Neither party shall assign this Agreement in whole or part without

the prior written consent of the other party. This Agreement (including the attached Order Form) contains the entire understanding of the parties regarding the subject matter hereof and supersedes all other agreements and understandings, whether oral or written. This Agreement may not be amended except in a writing signed by both parties, except that Key Data may amend this Agreement by providing written notice to Customer, provided that if such amendment adversely affects Customer under this Agreement, Customer may terminate this Agreement by providing written notice to Key Data within 15 days of the notice of such amendment. Any waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. Notwithstanding any other provision of this Agreement, no party to the Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance (except for the payment of money) due to any cause beyond the reasonable control of and without fault or negligence by, such party or its officers, directors, employees, agents or contractors.

16. Counterparts and Signatures. This Agreement may be signed in counterparts with the same effect as if the signatures were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, an electronic copy of a party's signature or an electronic signature of a party shall be sufficient to bind such party.

EXHIBIT D

REPUBLICATION RIGHTS AND RESTRICTIONS

1. **General Restrictions.** Except as specifically permitted in this Order Form, the Key Data Services and Key Data Data may only be accessed, used, downloaded, manipulated, extracted, republished, or distributed for Customer's internal business use by Authorized Internal Users. "Authorized Internal Users" are defined as employees, officers, and directors of Customer or independent contractor accountants, attorneys, marketing professionals, research professionals, or other professional consultants or advisors of Customer who have been issued a User ID by Customer and have accepted the Terms & Conditions. Customer's stakeholders, partners, and members, including member lodging partners, are NOT considered Authorized Internal Users.

2. **Permitted Exceptions.** During the Term of this Agreement, Customer is specifically authorized to republish the Key Data Data on Customer's website and in emails and newsletters subject to the following restrictions:

- a. Published data may include Occupancy, ADR, and RevPar reported by month for the historical 12 months;
- b. Customer shall update the data each month; old data shall be replaced with new figures for the previously reported twelve months. For example, published data showing performance for the months of October '17 to October '18, would be replaced with data showing same figures for the months of November '17 to November '18;
- c. Customer shall NOT archive the old data or otherwise make it available to the public once it has been removed from the website; and
- d. All forecasts or projections that include or are derived from Key Data Data shall be clearly and conspicuously identified as forecasts or projections of Customer, and not Key Data.

3. **Acknowledgment and Restriction on Downstream Use.**



a. Prior to using any Key Data Data in its publications, advertising, or marketing efforts as authorized herein, Customer agrees to provide Key Data with a copy of the proposed publication for approval by Key Data. Copies of all publications, whether they be electronic or hard copy, containing Key Data Data must be emailed to info@keydatadashboard.com. Key Data and Customer further agree that Key Data has the right to amend or change the publication to the extent Key Data believes it is reasonably necessary to comply with the terms and conditions hereof.

b. If Customer republishes any Key Data Data in any form, Key Data must be clearly and conspicuously identified as the source of such data by means of the following notation: SOURCE: COPYRIGHT KEY DATA, LLC (year). REPUBLICATION OR OTHER RE-USE OF THIS DATA WITHOUT THE EXPRESS WRITTEN PERMISSION OF KEY DATA IS STRICTLY PROHIBITED. The notation shall appear immediately below or in conjunction with all graphs, charts or tables derived from Key Data Data.

*** END OF DOCUMENT ***

Signature Certificate

Reference number: CLXCM-L3BEJ-5SPSF-JSBHZ

Signer	Timestamp	Signature
Chris Christmas Email: chris.christmas@keydatadashboard.com Sent: 24 Feb 2023 15:42:18 UTC Signed: 24 Feb 2023 15:42:18 UTC	24 Feb 2023 15:42:18 UTC 24 Feb 2023 15:42:18 UTC	 IP address: 92.106.76.102 Location: Bern, Switzerland
Judy Young Email: judy@coastalmississippi.com Shared via link Sent: 24 Feb 2023 15:42:18 UTC Viewed: 24 Feb 2023 15:47:04 UTC Signed: 24 Feb 2023 16:31:28 UTC	24 Feb 2023 15:42:18 UTC 24 Feb 2023 15:47:04 UTC 24 Feb 2023 16:31:28 UTC	 IP address: 170.249.170.50 Location: Pass Christian, United States

Document completed by all parties on:
24 Feb 2023 16:31:28 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.





5321 Corporate Blvd.
 Baton Rouge, LA 70808
 Phone: 800-235-2627 Fax: 225-923-0658

Production Contract

3619723

Estimated installation date
April 3, 2023

Advertiser	Contact Name	Date
Coastal Mississippi	Kendra Simpson	April 3, 2023
Agency/Client Name	Phone Number	Space Contract Number
Coastal Mississippi	228-896-6699	3619801
Address	Fax Number	Lamar PO Number
2350 Beach Blvd STE A Biloxi, MS 39531	Lamar Account Manager	Market
	Tori Bishop	750 GPT

Quantity	Description	Net Price	Sales Tax	Total
1	BC-W-101	\$80.00	\$0.00	\$80.00
1	BC-W-102	\$80.00	\$0.00	\$80.00
1	BC-W-103	\$80.00	\$0.00	\$80.00
1	BC-W-104	\$110.00	\$0.00	\$110.00
1	BC-MW-114	\$110.00	\$0.00	\$110.00
Total		\$460.00	\$0.00	\$460.00

Terms and Conditions Advertiser/Advertising Agency agrees to pay all taxes applicable to this agreement, including PST and GST. Order, pricing and acceptance is based on creative supplied to our specifications. If this contract is to be performed in conjunction with a Lamar Space Only Advertising Contract, approved art for this contract must be supplied in advance (at least 10 days for digital art and 15 days for static art) of the start date designated in the space-only agreement, to allow for timely production and posting. If production is delayed due to artwork, Advertiser/Advertising Agency will remain responsible for payments under the space obligation. All invoices are due and payable when rendered or date of shipment, whichever is later. A late charge of 1.5% per month (18% per annum or the maximum allowed by law, whichever is less) shall be applied to all billings not paid within 30 days. If this contract is placed with a collection agency or an attorney for collection, Advertiser/Advertising Agency shall pay Lamar Advertising's collection fees and reasonable attorney fees, even though no suit or action is filed. Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter, including but not limited to any claims for false or misleading advertising, of any copy displayed pursuant to this contract.	INSTALLATION CHARGE	\$0.00
	SHIPPING & HANDLING	\$75.00
	TOTAL	\$535.00

Special Instructions: 750-100 Client 810561-0 Tourism

THE ABOVE QUANTITIES, PRICES, TERMS AND CONDITIONS ARE AGREED UPON AND ACCEPTED BY:

Printed Name & title of Signer	Advertiser/Agency Authorized Signature	Date Accepted
Judy Young, Executive Director	<i>Judy Young</i>	Mar 13, 2023
Printed Name & title of Signer	Lamar Advertising Company Authorized Signature	Date Accepted
Brig Newman, VP Senior Director of Airport Division	<i>Brig Newman</i>	Mar 13, 2023