

PUBLIC MEETING NOTICE



The Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi will hold a regularly scheduled Board Meeting for the purposes of the following: business of the Bureau as spread upon the agenda.

Thursday, March 30th, 2023

3:00 pm-5:00 pm

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

COASTAL MISSISSIPPI BOARD MEETING
March 30, 2023
OFFICIAL MINUTES

The Coastal Mississippi Board met Thursday, March 30, 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; Jimmie Ladner, Vice President; Richard Marsh, Treasurer; Rusty David, Secretary; Ann Stewart, Bill Holmes, Nikki Moon, Thomas Sherman, Paige Roberts, Janet McMurphy, LuAnn Pappas, Danny Hansen, Jerry St. Pe'

Commissioners Absent: Jackie Avery, Jr.*, Blaine LaFontaine

Staff Members Present: Judy Young, Chief Executive Officer; Kendra Simpson, Director of Marketing; Chris Marshall, Director of Finance and Employee Relations; Pattye Meagher, Director of Communications and Engagement; Jessica Martin, Destination Services Manager; Ari Covacevich, Convention Sales and Development Manager; Marquez Singleton, Sports Sales and Development Manager

Others Present: Je'Nell Blum, Legal Counsel; Larry Ahlgren, Attractions Association; Rachel Knight, Hancock County Tourism; Steve Chandler, ChandlerThinks; Jordan, ChandlerThinks

*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 3:02 p.m.

1. Pledge of Allegiance

2. Introduction of Guests

3. Antitrust, Conflicts, Confidentiality Reminder

4. ChandlerThinks Presentation

5. Commissioner McMurphy made the motion to authorize Judy Young, CEO to enter into negotiations with ChandlerThinks for them to provide services relating to the 2030 Destination Strategic Plan with the caveat that the agreement includes yearly check-ins, seconded by Commissioner Hansen. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Yes	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 March 30, 2023.

6. President's Report

7. Commissioner Moon made the motion to approve the Consent Agenda with the February 23, 2023, Minutes removed, including the CEO Report, Financial Report, Departmental Reports, KPI Report, April Calendar of Events, and March 9, 2023, Special-Call Minutes. Seconded by Commissioner Marsh. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Yes	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 March 30, 2023.

8. Commissioner Cronin made the motion to approve the February 23, 2023, Minutes contingent on more specific language being added to item 15. Seconded by Commissioner Marsh.

President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Yes	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 March 30, 2023.

9. Je'Nell Blum, Legal Counsel, gave report on items 10-13:

10. Commissioner St. Pe' made the motion to ratify the Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi lease agreement with the Mississippi Coast Coliseum and Convention Center, seconded by Commissioner Hansen. President Cronin called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Yes	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 March 30, 2023.

11. Commissioner McMurphy made the motion to approve the Buxton Renewal Agreement, seconded by Commissioner Sherman. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Yes	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 March 30, 2023.

12. Commissioner Ladner made the motion to approve the Eley, Guild, Hardy Wayfinding Agreement Amendment subject to Mississippi Department of Environmental Quality approval, seconded by Commissioner Hansen. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Yes	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 March 30, 2023.

13. Commissioner Moon made the motion to ratify the addendum to the Chief Executive Officer's Employment Agreement, seconded by Commissioner St. Pé. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Yes	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 March 30, 2023.

14. Old Business: None

15. New Business:

16. Commissioner Marsh made the motion to table the Mississippi Gulf Coast Marathon assistance request in the amount of \$25,000.00 until event data is provided and Bureau criteria are finalized, seconded by Commissioner Moon. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Yes	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 March 30, 2023.

17. Commissioner Hansen made the motion to approve the Billfish Classic assistance request in the amount of \$50,000.00, provided they comply with the forthcoming criteria from the Bureau, seconded by Commissioner Ladner. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---Recused	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Yes	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 March 30, 2023.

18. Commissioner Sherman made the motion to approve the Maritime Museum's Tall Ships Marketing Assistance Request in the amount of \$5,000.00, seconded by Commissioner Moon. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---Recused	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Yes	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 March 30, 2023.

19. Commissioner Ladner made the motion to approve the budget amendment and allow the Chief Executive Officer to reposition non-administrative budget items as deemed necessary and appropriate, seconded by Commissioner David. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Yes	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 March 30, 2023.

20. Commissioner Hansen made the motion to adjourn the meeting, seconded by Commissioner Ladner. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Yes	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 March 30, 2023.



SMBM SOUTH MISSISSIPPI BUSINESS MACHINES

THE FUTURE OF BUSINESS IS HERE.

PO Box 697 · Gulfport, MS. 39502 · Tel: 228-864-4845 · Fax: 228-868-9546 · Email: contracts@smbm.net

DIGITAL COLOR COPIER SERVICE AGREEMENT

Account # 214100 Customer Name COASTAL MISSISSIPPI
 Mach ID# 10431 Address or Location 2350 BEACH BLVD STE A
 Contract # MC 16099 City, State, Zip BILOXI, MS 39531 Phone # 228.280.3142
 Install Date 8/16/2018 Model # SHARP MX-2630N Serial # 85046245

Our Full Service Agreement has been designed to insure a longer and more productive life for your equipment. This agreement is designed to prevent untimely and costly breakdowns and maintain the highest print quality available. We will provide quality factory trained technicians as well as the highest quality parts and supplies for your equipment.

Hardware Terms

On-site service will be provided during normal business hours (Mon-Fri, 7:30am-4:30pm). Non-contract on-site service rate is \$150.00 per hour, minimum one hour per call. Service performed on-site after 5pm weekdays is charged at a rate of \$225.00 per hour, minimum one hour per call.

Agreement includes the following:

- All parts, labor and supplies, inclusive of black toner, color toner, developer, drum, cleaning rollers and heat rollers. Contract allows one toner for every 21,600 color copies and one toner for every 36,000 black copies. Any toner used above these limits will be charged at current SMBM rate. SMBM reserves the right to monitor toner usage on all active contracts. Upon completion/termination of this agreement, any spare toners that are not returned to SMBM will be charged at the prevailing rate.
- Loaner machine delivered within 24 hours if technician determines that machine cannot be repaired on-site in a timely manner.
- Periodic service checks performed with the customer first initiating the call.
- Free phone support during normal business hours for hardware related service issues.

Agreement excludes the following:

- Staples, toner collection bottles, broken cassettes, damaged exit trays or paper, unless noted by a SMBM representative in writing.
- Service due to the use of inferior or incompatible supplies.
- Service or repairs made necessary due to accident, general misuse or abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, power surges, fire or water casualty, or any other Act of God.
- Key operator functions (such as loading paper, changing toner and/or toner collection bottles, removing simple paper jams, cleaning the glass).
- Printer monitoring software, scanning software and/or network configuration, maintenance or restoration.
- Print drivers, print controllers, print servers, network interface cards (NIC) and network switches will not be covered under this agreement. These units will require an additional MFP Software Agreement.

Hardware Conditions

- Agreement will automatically renew year to year at the prevailing rate.
- Agreement shall remain in effect until either party elects to cancel with a 30 day advance written notice.
- If at any time parts become no longer accessible from the manufacturer, contract becomes null and void immediately.
- Customer agrees to install SMBM approved surge protection devices on all equipment. Failure to do so may void agreement.
- All equipment under this agreement must have proper electrical supply/grounding per the manufacturer's specifications.
- SMBM reserves the right to change the terms/conditions of this agreement with a 30 day advance written notice.
- Agreement is not subject to any other terms/conditions either stated or implied, unless agreed upon by SMBM in writing.
- Any changes to this agreement by anyone other than a SMBM representative voids the agreement.
- Signature, purchase order and/or payment constitutes acceptance of terms as stated.

Beginning Date 4/3/2023 Contract Type: ☒ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually
 Black Base Rate \$ 54.00 Copy Allowance 3,000 Overage Rate .02 CPC Rate N/A
 Color Base Rate \$ 262.00 Copy Allowance 3,000 Overage Rate .087 CPC Rate N/A

Exceptions to this Agreement:

Purchase Order # _____ Beginning Meters: B/W 39,299 Color 132,992
 Signature: Judy Gony Title: CEO Date: 4/12/23



SMBM SOUTH MISSISSIPPI BUSINESS MACHINES

THE FUTURE OF BUSINESS IS HERE.

PO Box 697 · Gulfport, MS. 39502 · Tel: 228-864-4845 · Fax: 228-868-9546 · Email: contracts@smbm.net

DIGITAL COLOR COPIER SERVICE AGREEMENT

Account #	214100	Customer Name	COASTAL MISSISSIPPI		
Mach ID#	14159	Address or Location	2350 BEACH BLVD STE A		
Contract # MC	16099	City, State, Zip	BILOXI, MS 39531	Phone #	228.896.6699
Install Date	7/8/2021	Model #	SHARP MX-5071	Serial #	13016693

Our Full Service Agreement has been designed to insure a longer and more productive life for your equipment. This agreement is designed to prevent untimely and costly breakdowns and maintain the highest print quality available. We will provide quality factory trained technicians as well as the highest quality parts and supplies for your equipment.

Hardware Terms

On-site service will be provided during normal business hours (Mon-Fri, 7:30am-4:30pm). Non-contract on-site service rate is \$150.00 per hour, minimum one hour per call. Service performed on-site after 5pm weekdays is charged at a rate of \$225.00 per hour, minimum one hour per call.

Agreement includes the following:

- All parts, labor and supplies, inclusive of black toner, color toner, developer, drum, cleaning rollers and heat rollers. Contract allows one toner for every 21,600 color copies and one toner for every 36,000 black copies. Any toner used above these limits will be charged at current SMBM rate. SMBM reserves the right to monitor toner usage on all active contracts. Upon completion/termination of this agreement, any spare toners that are not returned to SMBM will be charged at the prevailing rate.
- Loaner machine delivered within 24 hours if technician determines that machine cannot be repaired on-site in a timely manner.
- Periodic service checks performed with the customer first initiating the call.
- Free phone support during normal business hours for hardware related service issues.

Agreement excludes the following:

- Staples, toner collection bottles, broken cassettes, damaged exit trays or paper, unless noted by a SMBM representative in writing.
- Service due to the use of inferior or incompatible supplies.
- Service or repairs made necessary due to accident, general misuse or abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, power surges, fire or water casualty, or any other Act of God.
- Key operator functions (such as loading paper, changing toner and/or toner collection bottles, removing simple paper jams, cleaning the glass).
- Printer monitoring software, scanning software and/or network configuration, maintenance or restoration.
- Print drivers, print controllers, print servers, network interface cards (NIC) and network switches will not be covered under this agreement. These units will require an additional MFP Software Agreement.

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- Agreement shall remain in effect until either party elects to cancel with a 30 day advance written notice.
- If at any time parts become no longer accessible from the manufacturer, contract becomes null and void immediately.
- Customer agrees to install SMBM approved surge protection devices on all equipment. Failure to do so may void agreement.
- All equipment under this agreement must have proper electrical supply/grounding per the manufacturer's specifications.
- SMBM reserves the right to change the terms/conditions of this agreement with a 30 day advance written notice.
- Agreement is not subject to any other terms/conditions either stated or implied, unless agreed upon by SMBM in writing.
- Any changes to this agreement by anyone other than a SMBM representative voids the agreement.
- Signature, purchase order and/or payment constitutes acceptance of terms as stated.

Beginning Date	4/3/2023	Contract Type:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annually	<input type="checkbox"/> Annually	
Black Base Rate \$	32.00	Copy Allowance	3,000	Overage Rate	.012	CPC Rate	N/A
Color Base Rate \$	SEE CPC RATE	Copy Allowance	N/A	Overage Rate	N/A	CPC Rate	.044

Exceptions to this Agreement:

Purchase Order #		Beginning Meters: B/W	26,957	Color	62,444
Signature:		Title:	CEO	Date	4/12/23

LEASE AGREEMENT
BETWEEN
MISSISSIPPI COAST COLISEUM COMMISSION
AND
MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU
d/b/a COASTAL MISSISSIPPI

This Lease Agreement ("Lease Agreement") is made and entered into with an effective date of 1/1/23 by and between Mississippi Coast Coliseum Commission, a political subdivision of the State of Mississippi ("Lessor") and the *Mississippi Gulf Coast Regional Convention and Visitors Bureau* d/b/a Coastal Mississippi ("Coastal MS" or "Lessee"), a public body created pursuant to H. B. 1716, Local and Private Laws of Mississippi, 2013.

WITNESSETH:

1. DESCRIPTION: Lessee hereby elects its Option to Renew current lease from Lessor and Lessor hereby agrees to Renew lease onto Lessee the premises ("Leased Premises") situated in the City of Biloxi, County of Harrison, State of Mississippi described an Exhibit "A" attached hereto and incorporated herein by reference ("Leased Premises"). Lessee shall also have the right to use, in common with the employees, agents and invitees, the Lessor's common areas and parking areas; subject, however, to the terms and conditions of this Lease Agreement, to the right of the Lessor to alter such areas from time to time and to establish from time to time, uniform rules and regulations for the use thereof.
2. TERM: This Lease Agreement shall commence on 1/1/2023 ("Renewal Term 3") and shall expire one {1} year from the date thereof unless renewed and extended as allowed herein.
3. RENT: Base rent shall be payable in the amount of \$6325.00 per year payable on the 1st day of agreement for each year so long as a Lease Agreement remains in effect. The Base Rental payment covers natural gas, water, pest control, trash collection, and semi-annual HVAC maintenance. The cost for which shall be the responsibility of the Lessor. All invoices for Lessor for use of electrical power shall be based on the meter rate and usage and paid by Coastal MS monthly.
4. USE AND PARKING: The Leased Premises shall be used for the offices and operations of the Mississippi Gulf Coast Regional Convention and Visitors Bureau and for no other purpose, without prior written consent of Lessor. Lessor consents and agrees to provide and maintain reserved parking for the staff and visitors of the Lessee in the south half of Parking Lot 5 behind the gated area during normal business hours from 8 AM to 5 PM, Monday through Friday.
5. USES PROHIBITED: Lessee shall not use any portion of the Leased Premises for purposes other than those specified herein and no use shall be permitted to be made upon the Leased Premises nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering said property.

6. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign this Lease Agreement or sublet any portion of the Leased Premises without prior written consent of the Lessor, which consent shall not be unreasonably withheld and shall be provided in a timely manner. Any such assignment or subletting without Lessor's consent shall be void and Lessor may, at the option of the Lessor, terminate this Lease Agreement.

7. **MAINTENANCE, REPAIRS, ALTERATIONS:**

A. Lessor acknowledges that the Leased Premises, including all electrical, heating, air-conditioning, plumbing and other mechanical systems, are and will be in good order and repair upon delivery of possession and occupancy of the Leased Premises by Lessee. Lessee shall, at its expense and at all times, maintain the Leased Premises in a clean, safe and healthy condition, excluding electrical wiring, plumbing and heating and air-conditioning installations, which shall be Lessor's responsibility. Lessee shall be responsible for all repairs required, apart from the roof, exterior walls, common walls, structural foundations, electrical wiring, plumbing, and heating and air-conditioning installations, all of which shall be maintained by Lessor. Notwithstanding the foregoing, Lessee shall be responsible for all maintenance and repairs necessitated by the negligence of Lessee, its employees, and invitees.

B. No improvement or alteration of or to the Leased Premises shall be made without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Any permitted improvement or alteration shall be made at the Lessee's own expense and if begun by Lessee it shall be completed by Lessee. Lessee in making any such improvement or alteration shall comply with all applicable laws and ordinances pertaining to such work and/or such use or occupancy, including the Americans with Disabilities Act. Any improvements or alterations shall become and remain a part of the Leased Premises and shall be and remain the property of the Lessor upon the termination of the Lease or Lessee's occupation of the Leased Premises, Lessee shall indemnify and hold harmless Lessor from and against all expenses, liens, claims or damages to either person or property which may arise by reason of such repair, improvement or alteration. Lessee shall not commit any waste upon the Leased Premises and shall refrain from engaging in any nuisance or act which may disturb the quiet enjoyment of Lessor or its invitees or guest in the building which contains the Leased Premises.

8. **ENTRY AND INSPECTION:** Lessee shall permit Lessor or Lessor's agents to enter upon the Leased Premises at reasonable times and upon reasonable notice, for the purpose of inspection and/or repairs of the same.

9. **LESSEE'S INSURANCE:** Lessee, at its expense, shall procure and maintain the following:

A. Public Liability Insurance, including bodily injury and property damage, insuring Lessee, and naming Lessor as an additional insured, within minimum coverage of not less than

\$1,000,000.00 per occurrence combined since limit coverage on bodily damage, property damage or any combination thereof. On or before the Possession Date, Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy shall provide ten {10} days written notice to Lessor prior to cancellation or material change of coverage.

- B. Fire and extended coverage insurance insuring Tenant's interest in its improvements and betterments to the Leased Premises and any and all furniture, equipment, supplies, and other property owned, leased, held, or possessed by it and contained herein, such insurance coverage to be in an amount equal to the full insurable value of such improvements and property.

C. Worker's Compensation Insurance

10. LESSOR'S INSURANCE: Lessor shall procure and maintain, at its expense, the following:

- A. Fire and casualty, hail, windstorm, and flood hazard insurance covering such risks and in such amounts as Lessor in its sole discretion, determines it can reasonably afford. Lessor's insurance will not insure Lessee's personal property.
- B. Public Liability Insurance, including bodily injury and property damage, insuring Lessor, and naming Lessee as an additional insured, with minimum coverage of not less than \$1,000,000.00 per occurrence combined since limit coverage on bodily damage, property damage or any combination thereof. On or before the Possession Date, Lessor shall provide Lessee with a Certificate of Insurance showing Lessee as additional insured. The policy shall provide ten {10} days written notice to Lessee prior to cancellation or material change of coverage.

11. UTILITIES: Lessee shall pay, directly to the appropriate supplier, the cost of all telephone, alarm systems, cable, DSL, janitorial services for the Leased Premises. All contractors or outside suppliers whose employees will perform work at or in the Leased Premises must adhere to Lessor's insurance requirements.

12. SIGNS: Lessee shall not install any sign(s) facing on the parking areas or elsewhere on the Leased Premises, or place on the roof or any exterior wall (including both the interior and exterior surfaces of windows and doors) any signs, symbol, advertisement, banner, neon or other light, safe or any other object or thing visible to the public view outside of the Leased Premises, without first obtaining Lessor's approval as to whether the same shall be so installed or placed and, if so, as to the location, number, type and appearance of each thereof.

13. PROMOTIONAL, ADVERTISING AND SPONSORSHIP ACTIVITIES: Lessee shall not use any portion of the Common Areas, the Coliseum, or the Convention Center (except for the Leased Premises) for promotional, advertising or sponsorship activities without permission of the Lessor.

14. **CONDEMNATION:** If any part of the Leased Premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation hereunder, this Lease Agreement shall, as to the part taken, terminate as of the date the condemnor acquires possession, and thereafter Lessee shall have the option, in its sole discretion, to either terminate and cancel this Lease Agreement or pay such proportion of the rent for the remaining term as the value of the remaining Leased Premises bears to the total value of the Leased Premises as the date of condemnation. In any event, should the demised premises be condemned in whole or in part, such that the remainder is not susceptible for use hereunder, the Lease Agreement shall terminate upon the date in which the condemnor acquires possession. All sums which may be payable on account of any condemnation shall belong to the Lessor, and Lessee shall not be entitled to any part thereof, provided, however, that Lessee shall be entitled to retain any amount awarded to Lessee for Lessee's trade fixtures and/or moving expenses.
15. **TRADE FIXTURES:** Any and all improvements made to the Leased Premises during this Lease Agreement shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination hereof, remove all trade fixtures, but shall repair or pay for all repairs necessary for damages to the Leased Premises occasioned by such removal.
16. **DESTRUCTION OF PREMISES:** In the Event of damage by fire or other casualty to the Leased Premises, this Lease shall terminate if the damage is so extensive as to the amount, in all practicality, to the total destruction of the Leased Premises. In all other cases where the Leased Premises shall be damaged by fire or other casualty, the Lessor shall repair such damage with reasonable dispatch if the Lessor shall have determined, in its sole discretion, that to repair such damage is economically feasible. In the event that the Lessor shall have determined that to the repair the damage to the Leased Premises is not economically feasible, this Lease shall terminate. Lessor will have no responsibility to Lessee due to the unviability of the Leased Premises as a result of fire or other casualty.
17. **HAZARDOUS MATERIALS:** Lessee shall not use, store, or dispose of any hazardous substance upon the Leased Premises or any common area appurtenant thereto, except use and storage of such substances if they are customarily used in Lessee's business, and such use and storage complies with all environmental laws. Hazardous substance means any hazardous waste substance or toxic materials regulated under any environmental laws or regulations applicable to the property.
18. **INDEMNIFICATION OF LESSOR:** To the extent permitted by Mississippi Law, Lessee shall defend, indemnify and hold Lessor, its Commissioners, agents, or employees harmless from and against any claim, loss, expense or damage to any person or property arising out of Lessee's use or occupancy of the Leased Premises, or from any act or neglect of Lessee or its servants, employees or agents or any change, alteration or improvement made by Lessee in the Leased Premises.
19. **DEFAULT AND TERMINATION OF AGREEMENT:** If any party fails to perform any of its obligations under this Lease Agreement or materially breaches any provision or condition of this Lease

Agreement, and such breach continues for thirty (30) days after the non-defaulting party gives to the other party a written notice thereof, the non-defaulting party may thereafter, and notwithstanding any waiver of any prior breach or condition, without further notice or demand, declare this Lease Agreement and all rights of the defaulting party terminated; provided, however, that if such defaulting party has commenced the curing of a breach of any provision or condition of this Lease Agreement (other than in connection with the payment of money by Lessee), but cannot, by the exercise of due diligence, complete the curing of same within the specified thirty (30) day period, the defaulting party shall be allowed such additional time as is reasonably necessary, not to exceed an addition thirty (30) day period, to complete the curing of said breach, during which additional time the non-defaulting party shall refrain from exercising any of its remedies hereunder in regard to such breach. If a party breaches or fails to comply with any provision of this Lease Agreement, such defaulting party shall reimburse the other for all costs, including reasonable attorney's fees, in enforcing the non-defaulting party's rights under this Lease Agreement.

20. **ENFORCEMENT RIGHTS:** In the event there is a dispute between Lessor and Lessee regarding the Leased Premises or Lease Agreement, either party may avail itself of all rights and remedies available, at law or in equity, including commencement of an action against the other party in a Court of competent jurisdiction to enforce their respective rights under this Lease Agreement.
21. **ATTORNEY'S FEES AND COSTS:** In any action or proceeding involving dispute as to the Lease Agreement or the Leased Premises, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees and all other costs incurred in connection with such action or proceedings, to be determined by the Court.
22. **OPTION TO RENEW:** Provided that Lessee is not in default in the performance of this Lease Agreement, Lessee shall have the option to renew (Option to Renew) the Lease Agreement for an additional mutually agreed upon term (Renewal Term 3) commencing at the expiration of the Renewal Term 2. All of the terms and conditions of this Lease Agreement shall apply during the Renewal Term 3. Provided that the Lessee is not in default the Option to Renew shall be automatically exercised in the event Lessee fails to provide Lessor with a notice of its intent not to renew not less than 90 days prior to the expiration of the Primary Term. If notice is not given in the manner provided herein within the time specified, this Option to Renew shall automatically take effect.
23. **SUBORDINATION AND ESTOPPEL CERTIFICATE:**
 - A. Lessee shall at any time not less than ten (10) days prior to written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (1) certifying that this Lease Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease Agreement, as so modified, is in full force and effect and the date to which the rent and other charges are paid in advance, if any, and (2) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults, if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer to the Leased Premises.

- B. At Lessor's option, Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee (1) that this Lease Agreement is in full force and effect, without modification except as may be represented by Lessor, and (2) that there are not uncured defaults in Lessor's performance.
 - C. Lessors reserves the right to sell or mortgage the herein described Leased Premises and Lessee hereby agrees to subordinate in writing this Lease Agreement. However, the Lessee shall not have any obligation to subordinate this Lease Agreement to any indenture deed, deed of trust, mortgage or other lien or encumbrance now or later affecting the Leased Premises unless the holder (a) recognizes in writing the validity and continuation of this Lease Agreement as long as the Lessee materially complies with the provisions of this Lease Agreement and (b) confirms that any indenture deed, deed of trust, mortgage, or other lien or encumbrance does not cover any of the Lessee's equipment, trade fixtures, alterations or improvements now or later installed or made by the Lessee.
- 24. **COMPLIANCE WITH APPLICABLE LAWS:** Lessee shall promptly comply with all federal, state and municipal laws, orders and regulations.
- 25. **CONSTRUCTION OF TERMS:** All terms used in this Lease Agreement regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine or neuter, as the context or sense of this Lease Agreement or any section, subsection, or clause herein may require as if such terms has been fully and properly written in such number or gender.
- 26. **SEVERABILITY:** If any provision of the Lease Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Lease Agreement and the application of such remaining provision(s) shall not be affected thereby.
- 27. **BINDING EFFECT:** The provisions of this Lease Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.
- 28. **CAPTIONS AND INTERPRETATIONS:** The captions, section numbers and article numbers appearing in this Lease Agreement in no way define, limit, construe or describe the scope or intent of such section or article of the Lease Agreement. The language in all parts of this Lease Agreement shall, in all cases, be construed as part of the whole according to its fair meaning and not strictly for or against either Lessor or Lessee.
- 29. **COUNTERPARTS:** This Lease Agreement may be simultaneously executed in two or more counterparts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.
- 30. **NO PARTNERSHIP:** Lessor and Lessee shall not be considered or deemed to be joint ventures or partners, and neither shall have the power to bind or obligate the other except as set forth herein.

31. NOTICES: Any notice required to be given under this Lease Agreement shall be deemed given when deposited in the United States Mail, postage prepaid, certified mail, to the parties at the address below:

LESSOR:

Mississippi Coast Coliseum Commission
2350 Beach Boulevard
Biloxi, Mississippi 39531

with a copy to:

Byrd & Wiser
Attn: Robert A Byrd
P.O. Box 1939
Biloxi, Mississippi 39531
Email: rab@byrdwiser.com

LESSEE:

COASTAL MISSISSIPPI
2350 Beach Boulevard Ste. A
Biloxi, Mississippi 39531

with a copy to:

Dukes, Dukes, Keating & Faneca, P.A.
Attn: Hugh D. Keating, Esquire
P.O. Drawer W
Gulfport, Mississippi 39502
Email: hugh@ddkf.com

32. ENTIRE AGREEMENT: This Lease Agreement, including the recitals contained herein, and the exhibits attached hereto, and all other documents execute contemporaneous) herewith which set forth the rights of the parties, relating to the Leased Premises, contains all covenants, promises, agreements, conditions and understandings between Lessors and Lessee concerning the Leased Premises. There are no oral agreements or understandings between the parties hereto affecting this Lease Agreement and this Lease Agreement, and the above referenced documents supersede and cancel any and all provisions, negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the subject matter hereof and none thereof shall be used to interpret or construe this Lease Agreement. Except as otherwise provided for herein, no subsequent alteration, amendment, change or addition to this Lease Agreement shall be binding upon the Lessor or Lessee unless reduced to writing and signed by a duly authorized representative of each.

33. NON-WAIVER: No delay or failure by either party to exercise any right under this Lease Agreement, and no partial or single exercise of the right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
34. GOVERNING LAW: This Lease Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi.

WITNESS the signature of Lessor on this the 14th day, of MARCH 2023

LESSOR:

MISSISSIPPI COAST COLISEUM COMMISSION

BY: Matt McDaniel

TITLE: EXECUTIVE DIRECTOR

ATTEST: Mistake Harrison

WITNESS the signature of Lessee on this the 11th day, of April 2023

LESSEE:

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

BY: Judy Jones

TITLE: Chief Executive Officer

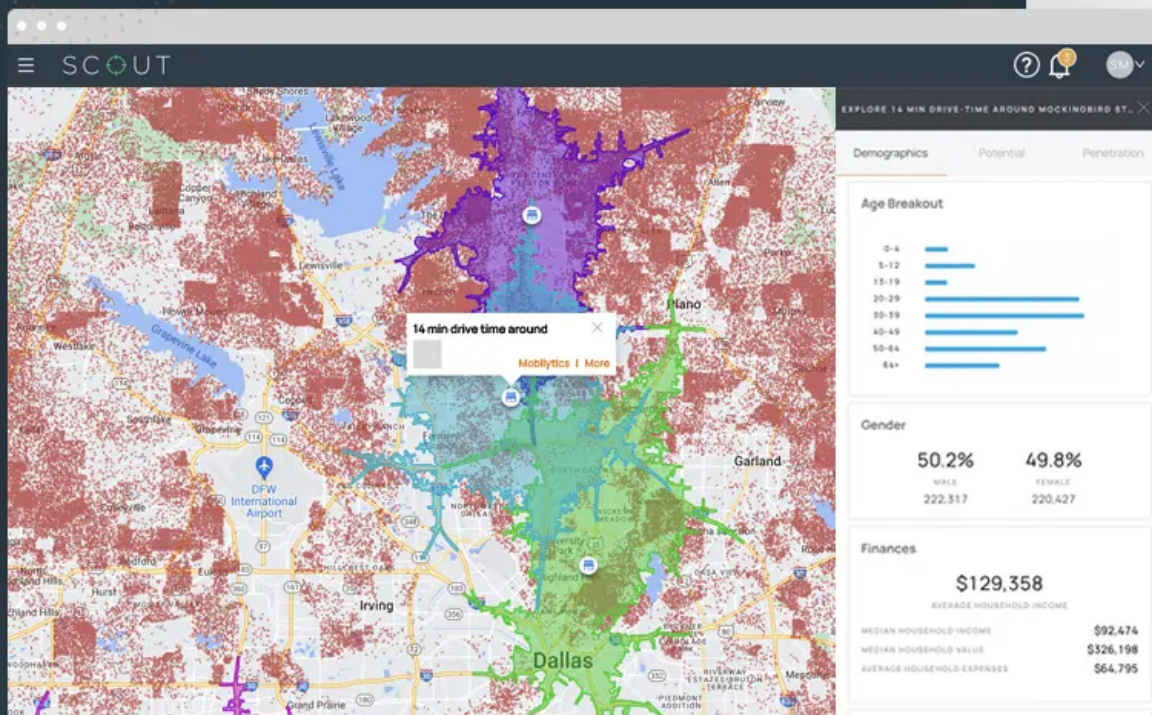
ATTEST: J. Demery

PROPOSAL & ORDER FORM

Consumer Insights Package

PREPARED FOR

Coastal Mississippi CVB



Prepared by Brian Demers

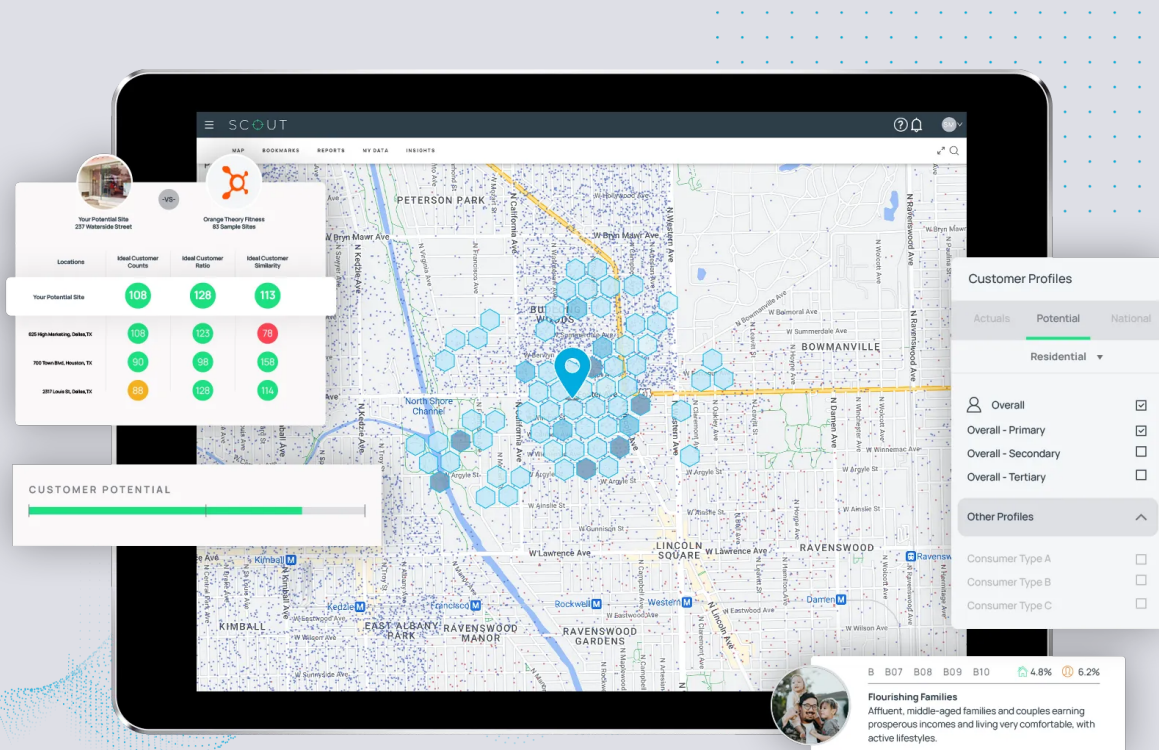
Expires May 26, 2023

Proposal

Decades of Experience. One Powerful Platform.

With more than two decades of experience developing analytics solutions for businesses across multiple industries, Buxton is on a mission to revolutionize the way businesses understand their customers and make decisions.

Today, we've distilled our data, insights, and experience into powerful technology designed to give you the tools you need to answer your most important development questions. Empower your entire organization with data visualization, reporting, and tools to guide your strategic decision-making processes.



Listen to What Our Clients Have to Say...



"If you are with Buxton, you are in very good hands. They have the same passion for my city that I have for my city. The folks there have a responsiveness that I have never seen." - McAllen, TX

"We've had a whole series of successes, and I attribute that to data from Buxton." - Celina, TX

"SCOUT is amazing because you can do custom reports for any retailer, and it will tell you consumer propensity information, daytime population numbers, traffic counts... Buxton has the best people, the best information, and the best service." - Rochester, NH

Benefits of the Consumer Insights Package

With two great applications housed in one web-based platform, Buxton's Consumer Insights Package gives you on-demand information about residents and visitors to guide tourism marketing, development decisions, and more.

Put Consumers at the Center of Your Strategy

Understand the residents and visitors in your community not just in terms of demographics, but also in terms of psychographics.

Understand Visitor Trends

Identify the types of consumers visiting key districts or attractions, where they live and work, and trends in visitor volume to enhance tourism marketing, inform policies, and more.

Empower Your Team

Give your team access to best-in-class data that will assist them in making better decisions.

Use Data to Tell Your Community's Story

Get to know your community through data visualization and reporting. Use data to encourage development and support local businesses.

Get Information Faster

On-demand reporting speeds up the decision-making process by providing data when you need it to answer questions when they arise.

Recommended Package

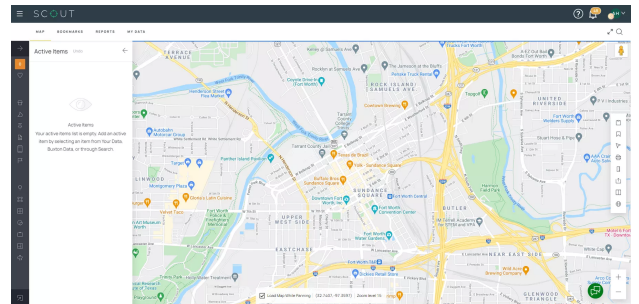
Buxton offers a variety of different applications and packages within the Buxton Platform. Based on Coastal Mississippi CVB's unique business needs, Buxton recommends the Consumer Insights Package. We are constantly making improvements to our products; therefore, features may be added or changes may be made to the products listed below.

Consumer Insights Package

This public sector technology package comes standard with SCOUT and Mobilytics.

SCOUT with Public Sector Reporting

SCOUT is Buxton's proprietary analytics technology application in the Buxton Platform. It is a geospatial tool that comes with a host of standard data, mapping, and reporting capabilities. Visualize data, run reports, and empower your community with in-depth market insights. Click [here](#) to learn more.



Mobilytics

The Mobilytics application within the Buxton Platform allows users to define and analyze a study area by leveraging Buxton's proprietary consumer mobile device data. Mobilytics uses household level data to provide the most granular and detailed view of visitors possible. Click [here](#) to learn more.



User Access

Users have access to all the applications in your subscription. Three (3) users are included in the Consumer Insights Package at no cost. Additional users may be purchased for additional fees.

Standard Support Package

Your subscription comes with the standard support package, which includes:

- **Account Setup and Platform Training:** Following account setup, users will be trained on the core features and functionality of the Buxton Platform, via an online conferencing platform, for one (1) hour at a mutually agreed upon date and time. This training will be recorded and available for the duration of the contract term.
- **Q&A Training Sessions:** After the initial platform training, Buxton will provide up to two (2) thirty (30) minute Q&A sessions to discuss “how-to” scenarios, answer specific questions, and review previously run reports.
- **Ongoing Product Support:** The product experience team will be available to support all educational, functional, and technical inquiries during normal office hours (8:00 AM-5:00 PM CST, excluding weekends and public holidays). After hours requests will be addressed within twenty-four (24) hours of submission.
- **Training Resources:** Users will have unlimited access to live chat, as well as unlimited access to our knowledge base and training materials within the platform.

Technical Requirements

The Buxton Platform can be accessed at the following URL:

www.buxtonco.com.

The Buxton Platform is a web-based application accessible on any desktop, laptop, or mobile tablet device that has an Internet connection. When operating the platform, Buxton's recommended hardware configuration is 4-core CPU and 8 GB RAM (or higher). Modern-day laptops or desktops purchased within the last 3 to 5 years will perform without issue. The recommended browser for accessing the Buxton Platform is the latest version of Chrome.

ORDER FORM

Fee Schedule

Contract Start Date: 04/01/2023

Contract End Date: 03/31/2024

Subscription	QTY	Subtotal
Consumer Insights Package Includes subscription to SCOUT with public sector reporting package and Mobilytics for the U.S.	1	\$25,000.00
Standard Support Package Included in your subscription.	1	\$0.00
Three (3) User Bundle Included in your subscription.	1	\$0.00

Year 1 Total Fee: \$25,000.00

Terms

Invoice Frequency: Annual

Other Terms:

- The initial term of this Order Form begins on the Start Date and extends through the End Date ("Initial Term"). This agreement shall thereafter automatically renew for a one (1) year period unless, at least thirty (30) days prior to the last day of the Initial Term or any Renewal Term, either party has provided the other written notice of an intent not to renew ("Renewal Term").
- If this Order Form is executed and/or returned to Buxton Company by Client after the Contract Start Date above, Buxton Company may adjust the Contract Start Date and Contract End Date, without increasing the Total Fee, based on the date Buxton Company activates the products and provided that the total term length does not change.
- Use of Buxton's software products indicates acceptance of Buxton's Terms of Service located at [this link](#), which shall be incorporated herein by reference. We suggest you print and retain a copy of these Terms of Service for your records.
- Fees shown above do not include any taxes that may apply. Any such taxes are the responsibility of Client. This is not an invoice.
- Payment due in net 45 days upon receipt of invoice. Service will commence once payment is received.
- Please see the Appendix for information regarding your payment details.
- The geography included in your subscription level: United States of America
- This agreement shall be governed by the laws of the State of Mississippi.
- The prevailing party in any dispute shall be entitled to recover reasonable attorney fees, costs, and expenses.
- Jurisdiction and venue to for all disputes shall be in the Courts of Harrison County, Mississippi.

Sign Here to Subscribe

Buxton Company, LLC, a Delaware limited liability company (f/k/a Buxton Company, Inc., a Texas corporation), appreciates the opportunity to present this Order Form.

We look forward to working with you.

Coastal Mississippi CVB

Client Name Printed

Judy Young

Client Title

CEO

Primary Platform User Name

Judy Young

Primary Platform User Email Address

judy@coastalmississippi.com

Invoice Recipient Name

Chris Marshall

Invoice Recipient Email Address

chris@coastalmississippi.com

Invoice Recipient Phone Number

228-280-3142

Billing Company Name

Coastal Mississippi Tourism

Billing Address

2350 Beach Blvd
Ste A
Biloxi MS
39531

Shipping Address

2350 Beach Blvd
Ste A
Biloxi MS
39531

Is PO Required

No

PO Number?

NA

Tax Exempt?

Yes

Date of Client Acceptance

03 / 31 / 2023

Client Signature

Judy Young

Buxton Signature

Mike Laudis

APPENDIX

Payment Details

Preferred Method of Payment:

Check

If sending a check, please make it payable to Buxton Company.

Address: 2651 South Polaris Drive, Fort Worth, TX 76137

If wiring, please follow the below instructions:

Bank Name: JPMorgan Chase

Bank Address: JPMorgan Chase New York, NY 10017

Bank Routing Number: 021000021

Account Name: Buxton Company

Account Number: 1886176625

SWIFT ID: CHASUS33

If ACH delivery, please follow the below instructions:

Bank Routing Number: 111000614

Account Name: Buxton Company

Account Number: 1886176625

Billing Method: Email



Tax ID: 75-2541014

Inquiries: Please send all billing inquiries to accountsreceivable@buxtonco.com or call us at (817) 332-3681.

*If you're tax exempt, please submit a completed Sales and Use Tax Exemption Certificate to accountsreceivable@buxtonco.com. For assistance in selecting or completing the correct form, please contact us at the same email.

Signature Certificate

Reference number: DWNYT-NMIUK-2ZQXS-8AUZ4

Signer	Timestamp	Signature
Judy Young Email: judy@coastalmississippi.com Shared via link Sent: 27 Mar 2023 14:03:40 UTC Viewed: 27 Mar 2023 15:00:22 UTC Signed: 31 Mar 2023 17:50:24 UTC		 IP address: 170.249.170.50 Location: Pass Christian, United States
Mike Landis Email: mlandis@buxtonco.com Sent: 27 Mar 2023 14:03:40 UTC Viewed: 31 Mar 2023 18:39:22 UTC Signed: 31 Mar 2023 18:39:59 UTC		 IP address: 73.85.200.48 Location: Boca Raton, United States
Recipient Verification: ✓Email verified	31 Mar 2023 18:39:22 UTC	

Document completed by all parties on:
31 Mar 2023 18:39:59 UTC

Page 1 of 1



Signed with PandaDoc

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



MDEQ – OFFICE OF RESTORATION**MEMORANDUM OF NEGOTIATION**

for
Professional Service Contracts

Sub-Award No. 22-00070

Project Name: Gulf Coast Tourist Wayfinding and Informational Signage

Type of Services: Design / Permitting

Sub-Recipient: MS Gulf Coast Regional Convention and Visitors Bureau

Contractor: Eley Guild Hardy Architects, PA

The Contractor's cost or price breakdown has been reviewed by the Sub-Recipient, and the Sub-Recipient certifies that the cost or price is sufficiently detailed, accurate, fair and reasonable. Consideration was given to the complexity of the work, the contractor's risk, and industry profit rates in the surrounding geographical area for similar work. The Sub-Recipient therefore accepts Contract.



Signature of Sub-Recipient's Authorized Representative

Judy Yang

Printed Name

CEO

Title

4/11/23

Date

**Amendment to the AIA B104, Standard Abbreviated Form of
Agreement Between Owner and Architect**
Contract Amendment Number 001

In accordance with the Agreement executed in March of 2023,

BETWEEN the Owner:

Coastal Mississippi

Judy Young, CEO

2350 Beach Blvd., Suite A

Biloxi, MS 39531

Via Email: judy@coastalmississippi.com

Via Email cc: duncan@coastalmississippi.com

Via Email cc: hugh@ddkf.com

and the Architect:

Mr. David J. Hardy

Eley Guild Hardy Architects, PA

1091 Tommy Munro Drive

Biloxi, Mississippi 39532

Via Email: dhardy@egh.ms

Via Email cc: kwilliams@egh.ms

for the Project known as:

Gulf Coast Tourist Wayfinding and Informational Signage Project

The Agreement is hereby amended as follows:

- 1) Article 3.1.3 – Add the following two sentences to the end of the paragraph: “The project location is located on highway right of way controlled by the Mississippi Department of Transportation (MDOT) and as such, MDOT is the official permitting agency for the project. The Architect will assist the Owner by making applications and submittals as necessary to MDOT to obtain permit approvals for the project.”
- 2) Article 4.2.4 – Revise sentence to read as follows; “The period of performance for services covered by this Agreement shall run concurrent with the period of the grant subaward and as may be extended by amendment.”
- 3) Article 11 Compensation:
 - a) Revise 11.1.1 Stipulated Sum to read: **One Hundred Thousand Dollars (\$100,000.00)**
 - b) **Delete 11.1.2 Percentage Basis and 11.1.3 Other in their entirety.**

- c) Under 11.2, delete the insertion reading "2.5% of the Cost of the Work, as calculated in accordance with 11.6", and replace with, "**Compensation for Supplemental Services identified in Article 4.1.1 is included within the stipulated sum defined in Article 11.1.1.**"
- 4) Article 11.8 Compensation for Reimbursable Expenses: Add Article 11.8.3 to read, "**In all cases under Article 11.8, reimbursement for fuel/milage will be limited to the then-current federal business milage rate established by the IRS. Travel expenses shall be subject to and reimbursed in accordance with the current State Travel Policy Rules & Regulations published by MDFA and itemized receipts are REQUIRED for reimbursement of meal expenses, if applicable.**"
- 5) Article 11.9.2.1: Delete the last sentence of this Article.
- 6) Attachment A – Include Attachment A as attached to the end of this Amendment Number 001.
- 7) Revise label on contract attachment reading "**Exhibit A**" - *Required Attachments for RESTORE Direct Component Professional Services Contracts* to read "**ATTACHMENT B**". Attachment B is the correct label for this exhibit document.

As evidenced by their signatures below, this amendment has been agreed upon by the Owner and Architect this 11th day of April, 2023.



David J. Hardy, Vice President
Eley Guild Hardy Architects, PA



Judy Young, CEO
Coastal Mississippi