

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, August 25, 2022

3:00pm-5:00pm

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

AGENDA

Coastal Mississippi
Monthly Board Meeting
August 2022 Monthly Board Meeting
Thursday, August 25, 2022, 3:00 pm - 5:00 pm
Coastal Mississippi Boardroom



- A. Call to Order
- B. Introductions of Guests

Please limit speaking to no more than three (3) minutes per guest.

- C. Antitrust, Conflicts, Confidentiality Reminder
- D. Lobbyist Report- Tammra Cascio (5 minutes)
- E. Marketing Presentation- Peter Mayer (15 minutes)
- F. President's Report
- G. Consent Agenda- Action Requested
 - 1. Approval of July Monthly Meeting Minutes-8.2.22
 - 2. Financial Report
 - a. Supplemental Financial Information
 - 3. Departmental Reports
 - 4. Executive Director Report - Judy Young
 - 5. KPI Report
 - 6. September Calendar of Events
- H. Legal - Contracts & Agreements
 - 1. Resolution to Declare Van Surplus Property- Action Requested
 - 2. Dukes, Dukes, Keating, & Faneca Renewal Agreement- Action Requested
 - 3. Amendment to Darienne Inc. Contract- Action Requested
 - 4. Lamar Advertising Proposal & Agreement- Action Requested
 - 5. KBS Consulting Proposal & Agreement- Action Requested
 - 6. Amendment to John Jessey Agreement- Action Requested
 - 7. Mastercard Proposal & Agreement- Action Requested
- I. Old Business
 - 1. Slate of Officers- Action Requested
- J. New Business
 - 1. Bylaws Ratification- Action Requested
 - 2. Wayfinding Update

K. Executive Session - [Action Requested](#)

L. Adjourn - [Action Requested](#)

M. Reminders:

> Coastal Mississippi Monthly Board Meeting

September Meeting Date Thursday, 9/29/22Coastal Mississippi Boardroom

N. *Items of Future Consideration (Informational Purposes Only)*

COASTAL MISSISSIPPI BOARD MEETING
August 25, 2022
OFFICIAL MINUTES

The Coastal Mississippi Board met Thursday, August 25, 2022, 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/President-Elect (out at 4:36); Richard Marsh, Treasurer; Jackie Avery, Jr., Secretary; Ann Stewart Bill Holmes, Blaine LaFontaine (in at 3:09, out at 4:46), Danny Hansen, Janet McMurphy, Jerry St. Pé, Kim Fritz, Nikki Moon (out at 4:09), Paige Roberts, Rusty David, Thomas Sherman

Commissioners Absent: None

Staff Members Present: Judy Young, Executive Director; Pam Tomasovsky, Director of Finance & Employee Relations; Patty Meagher, Director of Communications & Engagement; Zach Holifield, Director of Leisure Business Development; Duncan Ing, Executive Administrator; Jessica Martin, Destination Services Executive; Brooke Gibson, Public/Media Relations Executive; Oressie Williams, Administrative Assistant/ Receptionist

Others Present: Hugh Keating, Legal Counsel; Coastal Mississippi Advisory Members: Cynthia Sutton, Ocean Springs Chamber of Commerce; Guests: David Crane, Peter Mayer; Jordy Luft, Peter Mayer; Sandy Sanford, Cascio Sanford Government Law Group, PLLC; Tammra Cascio, Cascio Sanford Government Law Group, PLLC; Tanya Pence, Palladium Media (call-in)

President Greg Cronin called the meeting to order at 2:58 p.m.

1. Introduction of Guests
2. Antitrust, Conflicts, Confidentiality Reminder
3. Lobbyist Report- Tammra Cascio
4. Marketing Presentation- Peter Mayer
5. President's Report
6. Commissioner Moon made the motion to amend the agenda by striking item 7 under legal and moving legal, old business, and new business to follow the Marketing Presentation, seconded by Commissioner Hansen. 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 ---- Yes |
| Commissioner Fritz | 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 August 25, 2022.

7. Commissioner St. Pé made the motion to approve the FY '23 Media Plan. Seconded by Commissioner Ladner. 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 ---- Yes |
| Commissioner Fritz | 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 ---- 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 August 25, 2022.

Hugh Keating, Legal Counsel reported on the following items:

8. Commissioner Ladner made the motion to approve the Resolution to Declare the Coastal Mississippi Van Surplus Property, Seconded by Commissioner Hansen. 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 ---- Yes |
| Commissioner Fritz | 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 ---- 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 August 25, 2022.

9. Commissioner St. Pé made the motion to approve the Dukes, Dukes, Keating and Faneca Renewal Agreement, seconded by Commissioner Moon. 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 ---- Yes |
| Commissioner Fritz | 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 ---- 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 August 25, 2022.

10. Commissioner Holmes made the motion to approve the Darienne Inc. Contract Amendment, seconded by Commissioner Hansen. 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 ---- Yes |
| Commissioner Fritz | 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 ---- 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 August 25, 2022.

11. Commissioner St. Pé made the motion to approve Option 3 of the Lamar Advertising Proposal & Agreement in the amount of \$77,157, seconded by Commissioner Holmes. 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 ---- Yes |
| Commissioner Fritz | 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 ---- 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 August 25, 2022.

12. Commissioner Stewart made the motion to approve KBS Consulting Proposal & Agreement, seconded by Commissioner Roberts. President Cronin called the question, with the following results:

| | | | |
|-------------------------|--------------------|-----------------------|-------------------|
| Commissioner Avery, Jr. | Voted ---- Yes | Commissioner Marsh | Voted ---- Yes |
| Commissioner David | Voted ---- Opposed | Commissioner McMurphy | Voted --- Opposed |
| Commissioner Fritz | Voted ---- Opposed | Commissioner Moon | Voted ---- Yes |
| Commissioner Hansen | Voted ---- Opposed | Commissioner Roberts | Voted ---- Yes |
| Commissioner Holmes | Voted ---- Opposed | Commissioner St. Pé | Voted ---- Yes |
| Commissioner Ladner | Voted ---- Yes | 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 August 25, 2022.

13. Commissioner St. Pé made the motion to approve the Amendment to John Jessey Agreement, seconded by Commissioner Hansen. 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 ---- Yes |
| Commissioner Fritz | Voted ---- Yes | Commissioner Moon | Voted ---- Absent |
| 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 ---- 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 August 25, 2022.

14. Old Business:

15. Commissioner Fritz made the motion to ratify Commissioner Greg Cronin as President of the Coastal Mississippi Board of Commissioners, seconded by Commissioner Ladner. 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 ---- Yes |

| | | | |
|-------------------------|----------------|----------------------|-------------------|
| Commissioner Fritz | Voted ---- Yes | Commissioner Moon | Voted ---- Absent |
| 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 ---- 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 August 25, 2022.

16. Commissioner Holmes made the motion to elect the remaining slate of officers as follows: Jimmie Ladner, Vice President/ President-Elect; Richard Marsh, Treasurer; Jackie Avery, Secretary, seconded by Commissioner St. Pé. 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 ---- Yes |
| Commissioner Fritz | Voted ---- Yes | Commissioner Moon | Voted ---- Absent |
| 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 ---- 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 August 25, 2022.

17. New Business:

18. Commissioner Marsh made the motion to ratify the updated Bylaws, the motion was seconded by Commissioner Stewart. No vote was taken as Commissioner Marsh subsequently withdrew his motion after discussion.

19. New Business:

20. Commissioner Fritz made the motion to pull the July Meeting Minutes from the Consent Agenda, seconded by Commissioner Stewart, 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 ---- Yes |
| Commissioner Fritz | Voted ---- Yes | Commissioner Moon | Voted ---- Absent |
| Commissioner Hansen | Voted ---- Yes | Commissioner Roberts | Voted ---- Yes |
| Commissioner Holmes | Voted ---- Yes | Commissioner St. Pé | Voted ---- Yes |
| Commissioner Ladner | Voted ---- Absent | 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 August 25, 2022.

21. Commissioner Hansen made the motion to amend the July Meeting Minutes by adding Commissioners Thomas Sherman and Paige Roberts, respectively, under Commissioners Present, seconded by Commissioner Marsh. 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 ---- Yes |
| Commissioner Fritz | Voted ---- Yes | Commissioner Moon | Voted ---- Absent |

| | | | |
|-------------------------|-------------------|----------------------|----------------|
| Commissioner Hansen | Voted ---- Yes | Commissioner Roberts | Voted ---- Yes |
| Commissioner Holmes | Voted ---- Yes | Commissioner St. Pé | Voted ---- Yes |
| Commissioner Ladner | Voted ---- Absent | 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 August 25, 2022.

22. Commissioner Marsh made the motion accept the Consent Agenda subject to proper auditing and legal approval for USSSA incentive payment, seconded by Commissioner Roberts. 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 ---- Yes |
| Commissioner Fritz | Voted ---- Yes | Commissioner Moon | Voted ---- Absent |
| Commissioner Hansen | Voted ---- Yes | Commissioner Roberts | Voted ---- Yes |
| Commissioner Holmes | Voted ---- Yes | Commissioner St. Pé | Voted ---- Yes |
| Commissioner Ladner | Voted ---- Absent | 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 August 25, 2022.

23. Commissioner St. Pé made the motion to enter into Closed Session for the purposes of discussing the need for executive session, seconded by Commissioner Holmes. 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 ---- Yes |
| Commissioner Fritz | Voted ---- Yes | Commissioner Moon | Voted ---- Absent |
| Commissioner Hansen | Voted ---- Yes | Commissioner Roberts | Voted ---- Yes |
| Commissioner Holmes | Voted ---- Yes | Commissioner St. Pé | Voted ---- Yes |
| Commissioner Ladner | Voted ---- Absent | 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 August 25, 2022.

24. Commissioner McMurphy made the motion to exit Closed Session and reconvene in open meeting, seconded by Commissioner David. 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 ---- Yes |
| Commissioner Fritz | Voted ---- Yes | Commissioner Moon | Voted ---- Absent |
| Commissioner Hansen | Voted ---- Yes | Commissioner Roberts | Voted ---- Yes |
| Commissioner Holmes | Voted ---- Yes | Commissioner St. Pé | Voted ---- Yes |
| Commissioner Ladner | Voted ---- Absent | 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 August 25, 2022.

Legal Counsel stated no official action was taken during Closed Session

25. Commissioner Fritz made the motion to enter into Executive Session for the purposes of discussing personnel matters related to the job performance of the Director of Finance and Employee Relations, seconded by Commissioner Marsh. 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 ---- Yes |
| Commissioner Fritz | Voted ---- Yes | Commissioner Moon | Voted ---- Absent |
| Commissioner Hansen | Voted ---- Yes | Commissioner Roberts | Voted ---- Yes |
| Commissioner Holmes | Voted ---- Yes | Commissioner St. Pé | Voted ---- Yes |
| Commissioner Ladner | Voted ---- Absent | 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 August 25, 2022.

26. Commissioner Hansen made the motion to exit Executive Session and reconvene in open meeting, seconded by Commissioner Marsh. 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 ---- Yes |
| Commissioner Fritz | Voted ---- Yes | Commissioner Moon | Voted ---- Absent |
| Commissioner Hansen | Voted ---- Yes | Commissioner Roberts | Voted ---- Yes |
| Commissioner Holmes | Voted ---- Yes | Commissioner St. Pé | Voted ---- Yes |
| Commissioner Ladner | Voted ---- Absent | 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 August 25, 2022.

Legal Counsel stated no official action was taken in Executive Session

27. Commissioner Fritz made the motion to change the title of Director of Finance and Employee Relations to Director of Finance, seconded by Commissioner Hansen. 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 ---- Yes |
| Commissioner Fritz | Voted ---- Yes | Commissioner Moon | Voted ---- Absent |
| Commissioner Hansen | Voted ---- Yes | Commissioner Roberts | Voted ---- Yes |
| Commissioner Holmes | Voted ---- Yes | Commissioner St. Pé | Voted ---- Yes |
| Commissioner Ladner | Voted ---- Absent | 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 August 25, 2022.

28. Commissioner Holmes made the motion to adjourn the meeting, seconded by Commissioner Hansen. 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 ---- Yes |
| Commissioner Fritz | Voted ---- Yes | Commissioner Moon | Voted ---- Absent |

| | | | |
|-------------------------|-------------------|----------------------|----------------|
| Commissioner Hansen | Voted ---- Yes | Commissioner Roberts | Voted ---- Yes |
| Commissioner Holmes | Voted ---- Yes | Commissioner St. Pé | Voted ---- Yes |
| Commissioner Ladner | Voted ---- Absent | 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 August 25, 2022.

Additional Terms and Conditions of Advertising Display Contract

1. The terms "Advertiser" and "Advertising Agency" shall mean and refer to the firms or individuals so designated on the face page of this contract, and "Advertiser" shall include the contracting Advertising Agency, if any. "Lamar" shall mean and refer to Lamar Airport Advertising Company, its successors and assigns and any affiliated company having a contract with the Airport. "Airport" shall mean and refer to the governing body having jurisdiction over the Airport in/on which the advertising materials are to be placed or installed.
2. Advertising materials are due to the shipping address noted seven (7) business days prior to scheduled start date unless otherwise noted and agreed to in Additional Services. Any loss of posting days due to failure of Advertiser or Advertising Agency to make timely delivery shall be the loss of Advertiser or Advertising Agency.
3. Special Events and Convention business will be considered a Short-Term contract and must be prepaid. Short-Term contracts are not subject to Section 7.
4. Rates shown are for space only and do not include charges for production, or installation/removal where an outside contractor is required. Charges for production, installation/removal must be prepaid with payment received by Lamar no later than the dates identified in the contract to allow timely scheduling and installation. Any loss of posting days due to failure of the Advertiser or Advertising Agency to make timely prepayment will be the loss of Advertiser or Advertising Agency.
5. Custom displays and signage, as identified in Special Instructions, require Advertiser or Advertising Agency to obtain and maintain liability insurance.
6. Custom displays and signage, as identified in Special Instructions, must be in good working order and maintained for cleanliness at all times. Should the fixture(s) require maintenance or cleaning by Lamar, unless otherwise agreed to, Lamar will bill the client for time and materials required to service the fixture(s).
7. This contract will be deemed renewed on a month-to-month basis following expiration unless Advertiser or Advertising Agency, or Lamar, notify the other in writing at least sixty (60) days prior to the expiration of the term then in effect. If this contract is a renewal contract, Advertiser or Advertising Agency agree to pay the billing rate set out in the previous contract for billing periods extending beyond the expiration of the previous contract term until the start date set out in this contract.
8. All text and illustrations for advertising, displays, marketing and branding messages must be submitted for content and/or design approval prior to production. The Airport retains the right to deny content and/or design and such decision shall be final. In the event the Airport or its representative shall disapprove of any content or display post installation, Lamar shall have the right to remove the Display forthwith and the Advertiser or Advertising Agency shall receive a pro rata credit from the date of removal.
9. Production of new creative must be provided annually to ensure the visual aesthetics of the Airport's advertising program.
10. Lamar accepts this contract subject to all federal, state and municipal laws and regulations with respect to the advertising matter to be displayed ("Laws"). In the event that such advertising Display becomes illegal or a request is received to terminate the Display for violation of Laws, Lamar reserves the right to terminate same, but there shall be no short rate charge because of such termination.
11. Advertiser or Advertising Agency grants to Lamar for the term of this contract, and any renewal thereof by Advertiser or Advertising Agency, an irrevocable license to use the Display, such license to commence on completion of installation. Upon expiry of the license, Advertiser or Advertising Agency agrees that Lamar can dispose of the posting unless otherwise directed by client seven (7) days in advance of the expiry, with return shipping information and payment for shipping received by Lamar before removal.
12. It is understood and agreed that this contract may not be canceled by Advertiser or Advertising Agency without prior written consent of an Officer of Lamar and could be subject to full payment terms as defined in Section 15. Lamar reserves the right to cancel this contract at any time upon default by the Advertiser or Advertising Agency in the payment of bills or other breach, or in the event of any material violation on the part of the Advertiser or Advertising Agency of any of the conditions herein contained, and upon such cancellation, all unpaid charges for advertising done hereunder, including short term rates or other charges under this contract shall become immediately due and payable. In case of delinquency in payment; waiver by Lamar of any specific breach of this contract by the Advertiser or Advertising Agency shall not prejudice Lamar's rights hereunder with respect to any breach or breaches not specifically waived by Lamar.
13. Execution of this contract does not constitute an extension of credit by Lamar to Advertiser or Advertising Agency. A late payment charge of 1.5% per month (18% per annum), or the maximum amount allowed by law, whichever is less, shall be charged to and paid by Advertiser or Advertising Agency on any amount remaining unpaid after 30 days from a given invoice date. Advertiser or Advertising Agency agrees to pay all taxes applicable to this contract. In addition, Advertiser acknowledges and agrees that no payment made to the Advertising Agency shall constitute satisfaction of a payment obligation under this contract unless and until Lamar actually receives said payment.
14. If this contract is placed with a collection agency or an attorney for collection, Advertiser or Advertising Agency shall pay Lamar's collection fees and reasonable attorney fees, even though no suit or action is filed. If a suit or action is filed, the amount of such reasonable attorney fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided, and shall include an amount estimated by the court as the reasonable costs and fees to be incurred in collecting any monetary judgment or enforcing any other order entered in the suit or action.
15. Failure to make any payment as herein provided shall, at Lamar's option, be deemed a complete and fundamental breach by Advertiser or Advertising Agency of this contract, and upon any such failure the full amount of the remaining installments shall immediately become due and payable, and in the event of failure to make payment thereof on demand, Lamar is authorized, but not obligated, to remove the Display from any or all of the spaces covered by this contract, to relet the spaces or any of them for the whole or any part of the unexpired term of this contract to such person or persons and upon such terms and conditions as Lamar may determine, to collect and receive the income or rent therefrom, to apply the income or rent so received from such reletting, first to Lamar for costs of replacing the Display (including, but not limited to, costs incurred for production and installation of the replacement display), and to apply the balance thereof to satisfaction of any amounts which may then be due to Lamar from Advertiser or Advertising Agency under this contract.
16. Advertiser or Advertising Agency shall indemnify and save harmless Lamar against any liability to which Lamar may be subjected by reason of the advertising material displayed under this contract, including, but not limited to, liability for infringement of trademarks, trade names, copyrights, invasion of rights of privacy, defamation, illegal competition or trade practices, as well as all reasonable costs, including attorney's fees, in defending any such action or actions, to the extent permitted by law.
17. Lamar will not be deemed to be in default with respect to its performance of or compliance with any of the terms or conditions of this advertising display contract if the failure to perform or comply is due to any act of God, armed conflict, riots, civil commotion, sabotage, vandalism, strikes or lockouts or any other event or cause, whether similar or dissimilar to the foregoing, beyond the control of Lamar.
18. This contract is not assignable by the Advertiser or Advertising Agency.
19. Any bill rendered to the Advertiser or Advertising Agency shall be conclusive as to the correctness of the items therein set forth and shall constitute an account stated unless written objection is made thereto by the Advertiser or Advertising Agency within thirty (30) days after billing or unless otherwise specified on page 1 of the Contract.
20. Advertiser and Advertising Agency, if any, are jointly and severally responsible for payment under this contract. This contract contains the entire agreement between parties, and no representation or promise not set forth herein shall affect the obligations of the parties hereunder.
21. The Advertising Agency, if any, represents and warrants that it is authorized to execute this contract on behalf of the Advertiser and to legally bind the Advertiser to the payment and performance of the obligations provided in this contract.
22. Should the Airport deem that the advertising or display space(s) is needed for other purposes by the Airport, or substantially alter the area due to remodeling or construction, whether temporary or permanent, the advertising or display space(s) can be relocated to a mutually agreed upon location within the vicinity of said construction. The display will be moved into the original location at the conclusion of construction should the exact location be available. The Airport may not cancel this Contract for the sole purpose of another advertiser's use of the space.
23. Any supplier, lessee, individual, firm, vendor, contractor, or subcontractor in performing under this contract shall not discriminate against any worker, employee, applicant, or any member of the public because of race, color, religion, gender, national origin, age, or disability nor otherwise commit an unfair employment practice. Such actions shall include, but not be limited to, the following: layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
24. In the event Lamar ceases to be a party to the contract between itself and the Airport, other than by transfer of interest approved in writing by the Airport, Advertiser and Advertising Agency will recognize the Airport or its designee as the successor to Lamar and be bound by the terms and conditions of this Contract.
25. Facsimile shall be deemed an original signature and fully binding upon the Parties.
26. This contract shall be governed by the laws of the State of Mississippi and jurisdiction and venue shall be in the courts of competent jurisdiction in Harrison County, Mississippi.

Customer Signature

Contract Number

3619801

OSSI ID 10944

RESOLUTION AUTHORIZING
THE MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU
d/b/a COASTAL MISSISSIPPI TO DECLARE VEHICLE SURPLUS PROPERTY AND
DIRECTING TRANSFER OF TITLE THERETO TO THE
MISSISSIPPI COAST COLISEUM COMMISSION

WHEREAS, the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU (the "Bureau") was created pursuant to H. B. 1716, and operates as a political subdivision of the state of Mississippi and is governed by the laws thereof; and,

WHEREAS, the BUREAU, doing business as COASTAL MISSISSIPPI, has purchased a new vehicle and is no longer in need of the use of the certain property named herein; and,

WHEREAS, the Bureau is overseen by a Commission which is composed of fifteen (15) Commissioners appointed by Hancock, Harrison and Jackson Counties, whose duties include the control and oversight of the affairs, business and properties of the Bureau; and,

WHEREAS, per the laws of the state of Mississippi, the Commission has the ability to declare surplus property when circumstances warrant for purposes of the disposition and transfer thereof; and,

WHEREAS, the Bureau is no longer in need of the use of the property described herein, and desires to transfer and convey title to the vehicle described below to the Mississippi Coast Coliseum Commission for and in consideration of the reasons set forth herein; and,

WHEREAS, the Bureau and Mississippi Coast Coliseum Commission have a community of interest and work together to promote the use and amenities of the Mississippi Coast Coliseum and Convention Center for tradeshow, events and conventions and the Mississippi Coast Coliseum Commission intends to use the vehicle describe herein in its activities to accomplish such purposes and use of the vehicle by the Mississippi Coast Coliseum Commission will promote and foster the accomplishment of its objectives to bring tradeshow, events and conventions to the Mississippi Coast Coliseum and Convention Center.

NOW, THEREFORE, upon motion duly made by Commissioner Ladner and seconded by Commissioner Hansen and following discussion and vote thereon, the Commissioners adopted the following resolution:

It is hereby RESOVLED that the personal property described hereinbelow should be and hereby is declared to be surplus property based on the recitals above and the following reasons and findings, as said personal property is inadequate to serve the purposes of the Bureau, has no existing or future functional use or value for the Bureau, the value thereof is nominal due to its depreciation caused by wear and tear and said vehicle is in need of substantial repairs and the Mississippi Coast Coliseum Commission is in need of such vehicle to use in the promotion of its tradeshow, events and conventions. Accordingly, the Commission does hereby authorize and direct the President of the Commission to execute the transfer and conveyance of title to the

model 2010, Dodge Van with Vehicle Identification Number (VIN) 2D4RN4DE2AR205903 owned by the Bureau to the Mississippi Coast Coliseum Commission in its "as is" and present condition, without warranties, express or implied, for its use as necessary and appropriate.

A majority of the Commissioners voted to adopt the foregoing resolution as follows:

| COMMISSIONERS: | AYES-15 | NAYS-0 | ABSENT-0 |
|-------------------------|----------------|-----------------------|----------------|
| Commissioner Avery, Jr. | Voted ---- Aye | Commissioner Marsh | Voted ---- Aye |
| Commissioner David | Voted ---- Aye | Commissioner McMurphy | Voted ---- Aye |
| Commissioner Fritz | Voted ---- Aye | Commissioner Moon | Voted ---- Aye |
| Commissioner Hansen | Voted ---- Aye | Commissioner Roberts | Voted ---- Aye |
| Commissioner Holmes | Voted ---- Aye | Commissioner St. Pé | Voted ---- Aye |
| Commissioner Ladner | Voted ---- Aye | Commissioner Stewart | Voted ---- Aye |
| Commissioner LaFontaine | Voted ---- Aye | Commissioner Sherman | Voted ---- Aye |

WHEREUPON, the President of the Commission declared the resolution adopted on this, the 25th day of August, 2022.

By: Mississippi Gulf Coast Regional
Convention & Visitors Bureau d/b/a Coastal
Mississippi

By: 
GREG CRONIN, President

Attest: 
Executive Director

Third Addendum to Engagement Agreement

WHEREAS, Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi (herein "Coastal Mississippi" or "Client"), and the law firm of Dukes, Dukes, Keating & Faneca, P.A. (herein "Attorney"), entered into that certain Engagement Agreement, a copy of which is attached as Exhibit "A," for the Attorney's representation of Client as general counsel and for other matters; and,

WHEREAS, Coastal Mississippi and Attorney desire to enter into this Third Addendum to Engagement Agreement in order to renew and extend the term of the Engagement Agreement.

NOW, THEREFORE, Coastal Mississippi and Attorney do hereby agree as follows:

1. Coastal Mississippi and Attorney agree to renew and extend the Engagement Agreement for legal services for a period of three (3) years, from October 1, 2022 through September 30, 2025, which may thereafter be renewed for successive periods as may be mutually agreed by Coastal Mississippi and Attorney.
2. Coastal Mississippi and Attorney agree that in consideration for services as general counsel, Coastal Mississippi will pay Attorney the sum of \$5,000.00 per month during the term hereof.
3. All other provisions of the Engagement Agreement remain in full force and effect.

The President of Coastal Mississippi has been authorized to execute this Third Addendum to Engagement Agreement, as the authority therefore was ratified and approved on the minutes of Coastal Mississippi at its meeting on the 25th day of August, 2022.

WITNESS OUR SIGNATURES as set forth below.

Mississippi Gulf Coast Regional Convention and Visitors Bureau

d/b/a COASTAL MISSISSIPPI

BY: 

Greg Cronin

Title: President

Date: 8/25/2022

DUKES, DUKES, KEATING AND FANEC, P.A.

BY: 

Hugh D. Keating

Title: Vice-President/Treasurer

Date: 8/25/2022

FIRST AMENDMENT TO CONSULTING AGREEMENT WITH DARIENNE MOBLEY

d/b/a DARIENNE, INC.

WHEREAS, the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU d/b/a COASTAL MISSISSIPPI (herein "COASTAL MISSISSIPPI" and DARIENNE MOBLEY d/b/a DARIENNE, INC (herein "CONSULTANT") entered into that certain consulting services agreement commencing on May 1, 2022, a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and,

WHEREAS, COASTAL MISSISSIPPI and CONSULTANT desire to extend the consulting services agreement to the period ending on December 31, 2022, on the same terms and conditions as set forth in Exhibit A.

NOW, THEREFORE, COASTAL MISSISSIPPI AND CONSULTANT, for and in consideration of the mutual promises and covenants set forth in Exhibit A, and for other good and valuable consideration, do hereby agree to extend the period of the consulting services agreement to DECEMBER 31, 2022, with all other terms and conditions set forth in Exhibit A to remain unchanged, except as provided herein.

WITNESS OUR SIGNATURES, this the 26th day of August, 2022.

COASTAL MISSISSIPPI

BY: Judy Long

TITLE: Exec Director

DARIENNE MOBLEY d/b/a DARIENNE, INC.

BY: Darlene Mobley

TITLE: President



Advertising Contract

(US Airport) 750 GPT

Contract No. 3619801

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

Date 2022-08-09



Previous Contract No:

(See provision #3 on reverse side hereof)

| AGENCY / CLIENT | ADVERTISER | CONTACT NAME & TITLE | BILLING ADDRESS |
|---------------------|----------------------|--|---|
| Coastal Mississippi | Coastal Mississippi | Zachary Holfield, Director of Leisure/Business Development | 2350 Beach Blvd STE A Biloxi, MS 39531 |
| BILLING CONTACT | BILLING PHONE NUMBER | BILLING EMAIL ADDRESS | |
| Judy Young | 228-896-6699 | judy@coastalmississippi.com | |

Advertiser/Agency Agrees to purchase the following:

Lamar Airport Advertising Company DBA The Lamar Companies (Lamar) agrees to provide space for the below described advertising display(s) (hereinafter called the Display), in conformity with the specifications and conditions set forth herein. For this, Advertiser or Advertising Agency agrees to pay the billing rate indicated for the periods specified below. In addition, Advertiser or Advertising Agency agrees to pay all sales and use taxes applicable to this contract. Advertiser or Advertising Agency agrees to be responsible for own materials. All materials must be delivered to location(s) designated by Lamar at least seven (7) days prior to start date unless otherwise specified. Advertiser or Advertising Agency acknowledges that all representations and all agreements not herein set forth in writing are deemed waived. This contract shall not be binding until executed by an Officer or designee of Lamar. This Advertising Contract is subordinate to the contract between the relevant airport and Lamar.

| The term of this contract is from 2022-09-26 to 2023-09-24 Advertiser or Advertising Agency agrees | | | | | | <input type="checkbox"/> to pay in advance by <input checked="" type="checkbox"/> to pay per terms listed on invoice | | |
|--|--------------------------|------|-----------|-------|-------------------------|---|------------|--------------------|
| DISPLAY TYPE | DISPLAY LOCATION ID # | Qty. | RATE TYPE | # PER | BILLING RATE per PERIOD | START DATE | END DATE | TOTAL BILLING RATE |
| Brochure Rack :10025 | BC-BR-1001 | 1 | 4 Week | 13.00 | \$500.00 | 2022-09-26 | 2023-09-24 | \$6,500.00 |
| Digital :10140 | Arrivals Digital Network | 1 | 4 Week | 13.00 | \$925.00 | 2022-09-26 | 2023-09-24 | \$12,025.00 |
| Tension Fabric :8320 | BC-W-101 | 1 | 4 Week | 13.00 | \$875.00 | 2022-09-26 | 2023-09-24 | \$11,375.00 |
| Tension Fabric :8320 | BC-W-102 | 1 | 4 Week | 13.00 | \$875.00 | 2022-09-26 | 2023-09-24 | \$11,375.00 |
| Tension Fabric :8320 | BC-W-103 | 1 | 4 Week | 13.00 | \$875.00 | 2022-09-26 | 2023-09-24 | \$11,375.00 |
| Tension Fabric :8320 | BC-W-104 | 1 | 4 Week | 13.00 | \$875.00 | 2022-09-26 | 2023-09-24 | \$11,375.00 |
| Tension Fabric :8320 | BC-MW-114 | 1 | 4 Week | 13.00 | \$975.00 | 2022-09-26 | 2023-09-24 | \$12,675.00 |
| SPACE TOTAL | | | | | | | | \$76,700.00 |

ADDITIONAL SERVICES

| BONUS TYPE | DISPLAY | Qty. |
|--|---------|------|
| SPACE AVAILABLE BONUS | DIGITAL | 1 |
| BONUS DESCRIPTION | | |
| 1 (:10) spot to run on Concourse Digital Network as bonus on a space-available basis, for the duration of the contract period. | | |

| SERVICE TYPE | CHARGES | TAXES | TOTAL SERVICES |
|---------------------------|----------|--------|----------------|
| Production | \$457.00 | \$0.00 | \$457.00 |
| ADDITIONAL SERVICES TOTAL | | | \$457.00 |
| CONTRACT GRAND TOTAL | | | \$77,157.00 |

SPECIAL INSTRUCTIONS

Brochure Rack display location includes (9) slots on central wall rack, in the central (3) rows.

This Advertising Display Contract is expressly subject to the additional terms and conditions set out on the reverse side hereof, and Advertiser/Advertising Agency acknowledges full review and acceptance of all written terms and conditions set out on both sides of this contract.

Tori Bishop

Lamar Sales Representative

ACCEPTED BY:

Brig Newman, VP Senior Director of Airport Division

(Print Name and Title of Media Officer/Designee)

ACCEPTED BY:

Coastal Mississippi

Company

Judy Young, Executive Director

Authorized Representative (Print Name and Title)


Signature

Sep 1, 2022
Date

Judy Young
Signature

Sep 1, 2022
Date

**COASTAL MISSISSIPPI
SPORTS TOURISM STRATEGIC PLAN
SERVICES CONTRACT**

This Contract for Sports Tourism Strategic Plan Services ("Contract"), entered into by and between Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a **Coastal Mississippi**, hereinafter referred to as "Coastal Mississippi" and **KBS Sports Strategies, LLC**, hereinafter referred to as "KBS."

WHEREAS, Coastal Mississippi has a need for the development of a Coastal Mississippi wide Sports Tourism Strategic Plan that will identify, grow, develop, and service the community's sports tourism activities as described in **Appendix A**; and

WHEREAS, KBS has represented that it is qualified to and has agreed to such professional and specialized services as outlined in our proposal.

NOW, THEREFORE, Coastal Mississippi and KBS, hereby agree as follows:

I. Services. KBS shall perform the services described in **Appendix A** of this Contract.

2. Compensation. Compensation and the manner of payment of such compensation by Coastal Mississippi for services rendered hereunder by KBS shall be as prescribed in **Appendix B**, entitled "Basis of Compensation," which is attached hereto and made a part hereof.

3. Term of Contract. The term of this Agreement shall commence on **September 1, 2022, and continue until December 31, 2022**, or until the completion of project deliverables, whichever is sooner.

4. Billing. Coastal Mississippi agrees to pay KBS' fees as outlined in **Appendix C**. The fees are to be billed in four installments: the first upon the signing of this agreement, the second upon completion of the second phase, the third at the delivery of the final presentation and report, and final payment upon completion of third phase. Invoices shall be submitted to:

**Coastal Mississippi
Sports & Events Development Executive
2350 Beach Boulevard
Suite A
Biloxi, MS 39531**

a. Coastal Mississippi will use its best effort to make payments on invoices within 30 days of their receipt, in final form.

5. Subcontracting, Key Personnel, and Experts. Subcontracting, assignment, or transfer of all or part of the interest of KBS in this Contract or in the work covered by this Contract is prohibited without the prior written approval of Coastal Mississippi. In the event such consent is given, the terms and conditions of this Contract shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as KBS is hereby bound and obligated and KBS shall obtain written acknowledgement thereof from all subcontractors and experts so engaged. KBS, with respect to any replacement of key personnel assigned to this matter, shall consult with Coastal Mississippi. Coastal Mississippi' consent to the proposed assignment is required and may not be withheld unreasonably. Notwithstanding the foregoing, KBS may, with the prior written approval of Coastal Mississippi, engage experts in various fields related to the subject matter of this Contract to assist KBS in the performance of its services under this Contract. The hourly rates, fees, or other compensation to be paid to such experts shall also be subject to the approval of Coastal Mississippi. Approved compensation of such experts, as incurred, shall be included in KBS' invoices presented pursuant to the provisions of Paragraph 4 of this Contract, without addition, surcharge, or increase by KBS of the actual fees billed to KBS by such experts. The terms and conditions of this Contract shall apply to and bind the subcontractors or experts engaged as fully and completely as KBS is hereby bound and obligated and KBS shall obtain written acknowledgement thereof from all subcontractors or experts so engaged.

6. Ownership Rights. All documents, data, and records produced by KBS and any experts in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, are and shall become and remain the property of Coastal Mississippi.

- a. Coastal Mississippi shall have the right to use all such documents, data, and records without restriction or limitation and without additional compensation to the Firm and any experts and KBS shall have no right or interest therein.
- b. Upon completion of the services hereunder or at the termination of this Contract, all such documents, data, and records shall, if requested by Coastal Mississippi, be appropriately arranged, indexed, and delivered Coastal Mississippi by KBS.
- c. Any documents, data, and records given to or prepared by KBS and any subcontractors or experts under this Contract shall not be made available to any individual or organization by KBS or any subcontractors or experts without the prior approval of Coastal Mississippi. Any information secured by KBS and any subcontractors or experts from Coastal Mississippi in connection with carrying out the services under this Contract shall be kept confidential unless disclosure of such information is approved in writing by Coastal Mississippi.

7. Amendments: This contract may not be modified or amended without the written consent of the parties hereto.

8. Termination Provisions. Coastal Mississippi has the right to terminate this Contract for any of the following reasons.

a. Termination for Convenience. Coastal Mississippi may terminate this Contract without cause, for any reason, upon fifteen (15) days notice if Coastal Mississippi determines termination to be in its best interest. In such event KBS shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall KBS be entitled to recover loss of profits related thereto.

b. Termination for Cause. Coastal Mississippi has the right to immediately terminate this Contract upon written notice to KBS due to its default in the terms and conditions herein or failure to perform any duty or obligation herein.

9. Integration Clause. This Contract, including all referenced documents, constitutes the entire agreement between the parties. Terms used in appendices hereto shall have the same meanings as are ascribed thereto in this Contract unless otherwise defined therein. No agent, representative, employee, or officer of either Coastal Mississippi or KBS has authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to, detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished pursuant to Paragraph 7 of this Contract.

10. Nondiscrimination/Sexual Harassment. KBS shall comply with all applicable provisions of state and federal constitutions, laws, regulations, and judicial orders pertaining to nondiscrimination, sexual harassment, and equal employment opportunity.

11. Notice. Any written notice to either party to this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., UPS, FedEx, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Coastal Mississippi
Attention: Judy Young, Executive Director
Address: 2350 Beach Blvd., Suite A
Biloxi, MS 39531
Email: judy@coastalmississippi.com

KBS:
Attention: _____
Address: _____
Email: _____

12. **Attorneys Fees.** In the event either party hereto is required to file suit to enforce any term or condition herein, including, but not limited to, default in the performance of any terms and conditions contained herein, the prevailing party shall be entitled to recover reasonable attorneys fees, expenses and costs.
13. **Governing Law, Jurisdiction and Venue.** This Contract shall be governed by the laws of the State of Mississippi and jurisdiction and venue shall be located in the state courts of competent jurisdiction located in Harrison County, Mississippi.

IN WITNESS WHEREOF, **Coastal Mississippi**, and **KBS** have caused this Contract to be executed on the dates set forth hereinbelow.


COASTAL MISSISSIPPI:



Judy Young, CDMF
Executive Director, Coastal Mississippi

DATE: Aug 26, 2022

KBS SPORTS STRATEGIES, LLC:



Kris Smith, CSA, STS
CEO, KBS Sports Strategies, LLC

DATE: 8/31/22

APPENDIX A DESCRIPTION OF SERVICES

KBS shall perform the following Services:

Phase I: September 1, 2022-September 30, 2022

Workshop:

- Assist in creation of stakeholder invite list
- Creation and distribution of stakeholder survey
- Creation of workshop agenda
- Creation of workshop presentation
- Conduct meeting and lead discussions
- Compile and analyze gathered information
- Prepare and deliver post workshop report, to be delivered to Coastal Mississippi Sports staff

Phase II: October 1, 2022- December 31, 2022

Strategic Plan:

- Provide SWOT analysis of current sports tourism efforts
- Provide sports tourism development plan
- Provide modeling for a board of directors/ advisory committee
- Provide modeling for a permanent local organizing committee
- Provide modeling for a potential partner/ membership scenario
- Provide modeling opportunities to create diversification of revenue streams
- Provide modeling for community impact initiatives
- Provide modeling for staff development and expansion
- Provide modeling for goal measurements- balanced scorecard
- Provide niche markets for each jurisdictional county

APPENDIX B
BILLING RATE INFORMATION/BASIS FOR COMPENSATION

As described in KBS' proposal, KBS will charge following fees for services rendered:

Total Project Costs: \$20,000

This contract is stipulated at a not-to-exceed amount of **\$20,000.00** throughout the duration of the contract, inclusive of the costs of travel for four (4) full trip tickets, rental car, eight (8) hotel nights, and incidental costs while in Coastal Mississippi marketplace. This amount shall not be exceeded unless amended by the parties in writing.

Coastal Mississippi agrees to pay fees, as billed in four installments:

| <u>Due Date</u> | <u>Amount Due</u> |
|------------------------|-------------------|
| Upon Signing | \$10,000.00 |
| Completion of Phase I | \$5,000.00 |
| Completion of Phase II | \$5,000.00 |

SECOND ADDENDUM TO CONSULTING SERVICES AGREEMENT WITH JOHN JESSEY

WHEREAS, JOHN JESSEY, (herein "Consultant") and the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU d/b/a COASTAL MISSISSIPPI (herein COASTAL MISSISSIPPI), entered into that certain Consulting Services Agreement dated December 17, 2021, as amended by Addendum to Consulting Services Agreement, (herein collectively "Agreement"), copies of which are attached hereto collectively as Exhibit A; and,

WHEREAS, Consultant and COASTAL MISSISSIPPI desire to further amend the Agreement for the purposes of expanding the scope of services to be performed by the Consultant, to provide for the ability of COASTAL MISSISSIPPI to re-imburse the Consultant for reasonable expenses approved in advance of being incurred, and to extend the term of this Agreement to the period ending December 31, 2022; and,

WHEREAS, COASTAL MISSISSIPPI acknowledges and agrees that the additional services to be provided by Consultant will be in the best interest of COASTAL MISSISSIPPI and will assist in the promotion and marketing and bring into favorable notice the tourism opportunities, events and attractions located in the COASTAL MISSISSIPPI area.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the Agreement and as more particularly set forth herein below, Consultant and COASTAL MISSISSIPPI do hereby covenant and agree as follows, to-wit:

1. The scope of services of the Agreement shall be and hereby is amended to provide that Consultant may be directed the Executive Director of COASTAL MISSISSIPPI to represent COASTAL MISSISSIPPI at such trade shows, conventions, meetings and training seminars as COASTAL MISSISSIPPI finds to be necessary and appropriate, from time to time, to accomplish its mission of advertising, promoting and bringing into favorable notice the tourism opportunities, attractions and events of COASTAL MISSISSIPPI.
2. COASTAL MISSISSIPPI may reimburse Consultant for reasonable expenditures related to travel, transportation, lodging, meals, parking, registration and other miscellaneous expenses expected to be incurred by Consultant; provided, however, that Consultant has submitted an estimate of projected expenses to be incurred in connection with the attendance and participation of any such activity for the benefit of COASTAL MISSISSIPPI.
3. Consultant must submit all projected expenses related to attendance and participation in any trade show, convention, meeting or training seminar to COASTAL MISSISSIPPI in writing, in advance, for approval by COASTAL MISSISSIPPI prior to being incurred and the aggregate of all expenses for any such event shall not exceed the sum of \$5,000.00.
4. Consultant acknowledges and agrees that failure to obtain written approval of projected expenses associated with any trade show, convention, meeting or training seminar in advance of such being incurred will result in a waiver and release of COASTAL MISSISSIPPI from any claim for reimbursement by Consultant.
5. COASTAL MISSISSIPPI agrees to pay and reimburse Consultant for expenses incurred in connection with Consultant's attendance and participation at any trade show, convention, meeting or training seminar upon submission of acceptable written documentation and receipts

, subject to Consultant's satisfaction and performance of the terms and conditions herein.

6. COASTAL MISSISSIPPI acknowledges the need for Consultant to represent COASTAL MISSISSIPPI and to attend and participate in that certain Student Youth & Travel Association Annual Meeting and Tradeshow located in Washington, D.C. at the Washington Hilton hotel on the dates of August 26-30, 2022.
7. COASTAL MISSISSIPPI acknowledges receipt in writing of the projected costs and expenses to be incurred by Consultant in connection with attendance and participation at the Student Youth & Travel Association Annual Meeting and Tradeshow as set forth below:

| | |
|---|------------------|
| Train/Transportation | \$ 500.00 |
| Hotel/Lodging 4 nights @ \$250/night | \$1,000.00 |
| Meals \$75.00/day x 4 days | \$ 300.00 |
| Registration | \$1,025.00 |
| Miscellaneous expenses \$50.00/day x 4 days | <u>\$ 200.00</u> |
| TOTAL Estimated Expenses | \$3,025.00 |

8. The term of this Agreement shall be and hereby is extended to December 31, 2022, after which the Agreement will automatically terminate and expire, unless otherwise renewed and extended upon mutual agreement of the parties in writing.
9. Except as provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

WITNESS OUR SIGNATURES, this the 26th day of August, 2022.

COASTAL MISSISSIPPI

BY: _____

TITLE: _____

Judith Long
Exec Director

JOHN JESSEY

BY: _____

John Jessey