

## COASTAL MISSISSIPPI BOARD MEETING

September 30, 2021

### OFFICIAL MINUTES

The Coastal Mississippi Board met Thursday, September 30, 2021 at 3:00 p.m. at Coastal Mississippi located at 2350 Beach Blvd., Suite A, Biloxi, MS 39531.

Commissioners Present: Brooke Shoultz, President; Jim Williams, Treasurer; Richard Marsh, Secretary; Ann Stewart; Bill Holmes; Danny Hansen; Jackie Avery, Jr., Janet McMurphy; Kim Fritz; Nikki Moon; Roxy Condrey (via phone); Rusty David

Commissioners Absent: Carla Todd

Staff Members Present: Cindy Jo Calvit, Executive Administrative Assistant; Jase Payne, Director of Communications & Engagement; Karen Conner, Director of Marketing; Pam Tomasovsky, Director of Finance & Employee Relations; Zach Holifield, Director of Leisure Business Development

Others Present: Hugh Keating, Legal Counsel; Coastal Mississippi Advisory Members: Cami Cornfoot, Hancock County (via phone); Gloria Frey, Mississippi Coast Coliseum & Convention Center, Mike Davis, IP Casino Resort Spa (via phone) and Susan Perkins, MS Restaurant Association (via phone); Brian Marshall, Consultant with Transformational Growth Partners; Tim Holleman & Tricia Tisdale, Attorneys representing Harrison County Board of Supervisors (via phone); Mayor FoFo Gilich and Peter Abide, City of Biloxi; Linda Hornsby, MS Hotel and Lodging Association; Bobby and Robbie Carter, Billfish Classic; and Mary Perez, Sun Herald (via phone)

President Shoultz called the meeting to Order.

1. Commissioner Fritz made the motion to accept the agenda as presented. Seconded by Commissioner David, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Todd	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

2. Commissioner Hansen made the motion to approve the meeting minutes from the August 26, 2021 Coastal Mississippi Board Meeting as presented. Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Todd	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

3. Commissioner Marsh made the motion to approve the meeting minutes from the September 16, 2021 Coastal Mississippi Special-Call Meeting as presented (attached). Seconded by Commissioner Hansen.

Commissioner Fritz made a motion to amend the previous motion to postpone approval of the meeting minutes from the September 16, 2021 Coastal Mississippi Special-Call Meeting until the Coastal Mississippi Special-Call meeting scheduled for October 14, 2021 in order to add the minutes of the Executive Session which Legal Counsel will draft. Commissioner Marsh and Commissioner Hansen withdrew their previous motions. The president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes

Commissioner Hansen	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Todd	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

4. Commissioner Hansen made the motion to approve the meeting minutes from the September 28, 2021 Coastal Mississippi Special-Call Meeting as presented (attached). Seconded by Commissioner David, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner Condrey	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Todd	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

5. President's Report:

- Recognized and welcomed Advisory Members and Guests
- Bobby and Robbie Carter with Billfish Classic gave a recap of the Billfish Classic Tournament and presented Coastal Mississippi with a picture of the boat parade.
- Mayor FoFo Gilich and Peter Abide presented a Hwy 90 Emergency Sand Removal and Maintenance Plan Proposal and asked Coastal Mississippi to budget \$200,000 for this project.

Commissioner Condrey left meeting due to boarding a plane.

6. Commissioner Fritz made the motion to amend the FY21 Budget by moving \$200,000 from surplus to Strategic Partnership. Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner Condrey	Voted ---- A&E	Commissioner McMurphy	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- Opposed
Commissioner Hansen	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Todd	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Opposed

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

7. Commissioner Holmes made the motion to authorize the expenditure of \$200,000 for City of Biloxi Beautification. Seconded by Commissioner McMurphy, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner Condrey	Voted ---- A&E	Commissioner McMurphy	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- Opposed
Commissioner Hansen	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Todd	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

8. Coastal Mississippi Directors' Reports:

- Brief departmental reports were given by Karen Conner, Director of Marketing; Jase Payne, Director of Communication and Engagement; Zach Holifield, Director of Leisure Development and Pam Tomasovsky, Director of Finance and Employee Relations.

9. Commissioner Williams gave a financial report, including Occupancy Tax History.

10. Commissioner Marsh made the motion to approve the Financial Statements as of August 31, 2021. Seconded by Commissioner David, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner Condrey	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Todd	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

11. Commissioner Hansen made the motion to ratify the check/EFT disbursements on Operating Account totaling \$581,725.92. the check/EFT. Seconded by Commissioner David, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner Condrey	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Todd	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

12. Commissioner David made the motion to ratify the check/EFT disbursements on the Grant Account totaling \$755.61. Seconded by Commissioner McMurphy, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner Condrey	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Todd	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

13. Commissioner McMurphy made the motion to ratify the expenses paid by credit card totaling \$8,076.05. Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner Condrey	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Todd	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

14. Commissioner Fritz gave a recap of the Marketing Committee Meeting.

15. Commissioner Hansen made the motion to approve the Marketing Assistance Request from Inkin' the Coast for up to \$5,000 to reimburse 50% of out of market (non-local) advertising. Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner Marsh	Voted --- Yes
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Commissioner Condrey	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Todd	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

16. Commissioner Williams made the motion to authorize the expenditure of \$7,500 for the Mississippi Tourism Association's 2021/2022 Partnership as a Gold Partner. Seconded by Commissioner Holmes, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner Condrey	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Todd	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

17. Commissioner McMurphy made the motion to approve the Signature Event- Cruisin' the Coast for \$30,000. Seconded by Commissioner Holmes, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner Condrey	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Todd	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

18. Commissioner McMurphy made the motion to approve the Diversity, Equality and Inclusion Internal Policy as presented (attached). Seconded by Commissioner Stewart, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner Condrey	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Todd	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

19. Commissioner Hansen made the motion to approve the EDA Grant Budget for Marketing (excluding "Research") as presented. Seconded by Commissioner McMurphy, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner Condrey	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Todd	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

20. Commissioner Fritz gave a recap of the Sales Committee Meeting.

21. Commissioner Marsh made the motion to approve the Destination Tour Fund Policy as presented (attached). Seconded by Commissioner Stewart, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner Condrey	Voted ---- A&E	Commissioner McMurphy	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Todd	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

22. Commissioner Fritz made the motion to approve the Bridge Renewal Agreement for one year in the amount of \$13,497.60 (attached). Seconded by Commissioner Stewart, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner Condrey	Voted ---- A&E	Commissioner McMurphy	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Todd	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

23. Commissioner Holmes made the motion to approve the Southern Mississippi Planning and Development District Grant Administrative Agreement for the EDA Grant in the amount of \$5,000 (attached). Seconded by Commissioner Hansen, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner Condrey	Voted ---- A&E	Commissioner McMurphy	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Todd	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

24. Commissioner Fritz made the motion to approve the Cascio-Sanford Government Law Group- First Addendum to Engagement Agreement for one year in the amount of \$48,000 (attached). Seconded by Commissioner Holmes, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner Condrey	Voted ---- A&E	Commissioner McMurphy	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Todd	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

25. Commissioner Marsh made the motion to approve the Community Bank Depository Proposal as presented (attached). Seconded by Commissioner McMurphy, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner Condrey	Voted ---- A&E	Commissioner McMurphy	Voted ---- Yes

Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Todd	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

26. Commissioner Hansen made the motion to approve the Dukes, Dukes, Keating and Faneca- Second Amendment to Engagement Agreement for a period of three years with a retainer fee of \$5,000 per month. Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- No Vote	Commissioner Marsh	Voted ---- Opposed
Commissioner Condrey	Voted ---- A&E	Commissioner McMurphy	Voted ---- Opposed
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Stewart	Voted ---- Opposed
Commissioner Fritz	Voted ---- Opposed	Commissioner Todd	Voted ---- A&E
Commissioner Holmes	Voted ---- Opposed	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a non-favorable vote received from the Board, the motion did not pass.

Commissioner Williams made the motion to approve the Dukes, Dukes, Keating and Faneca- Second Amendment to Engagement Agreement for a period of one year with a retainer fee of \$5,000 per month (attached). Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner Condrey	Voted ---- A&E	Commissioner McMurphy	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Todd	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

Commissioner Moon left the meeting.

27. Commissioner Hansen made the motion to approve the Cision Renewal Agreement in the amount of \$21,569.00 (attached). Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner Condrey	Voted ---- A&E	Commissioner McMurphy	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- A&E
Commissioner Hansen	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Todd	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

Commissioner Condrey joined the meeting again via phone.

28. Commissioner McMurphy made the motion to approve the expenditure of \$100,000 performance incentive for Peter Mayer Advertising. Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner Condrey	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- A&E
Commissioner Hansen	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Todd	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

29. Commissioner Fritz made the motion to appoint Commissioner Williams to the Search Committee.

Seconded by Commissioner Stewart, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- A&E
Commissioner Hansen	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Todd	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

30. Commissioner Holmes made the motion to approve the acceptance of two grants from IP Casino, Resort and Spa in the amount of \$10,000 for each year: 2020 & 2021. Seconded by Commissioner Hansen, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- A&E
Commissioner Hansen	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Todd	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

31. Commissioner Stewart made the motion to approve an expenditure up to \$10,000 for advertising of three open positions: Executive Director, Director of Sales and Director of Communications and Engagement.

Seconded by Commissioner Holmes, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- A&E
Commissioner Hansen	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Todd	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

32. Commissioner McMurphy made the motion to approve a budget up to \$27,730 for the Legislative FAM Tour and Welcome Reception taking place October 25 - October 27, 2021. Seconded by Commissioner Holmes, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- A&E
Commissioner Hansen	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Todd	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

33. Commissioner Fritz made the motion to enter into Closed Session to discuss the need to enter into Executive Session. Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- A&E
Commissioner Hansen	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Todd	Voted --- A&E

Commissioner Holmes Voted ---- Yes Commissioner Williams Voted ---- Yes  
The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

34. Commissioner Fritz made the motion to exit Closed Session and reconvene in open meeting. Seconded by Commissioner Hansen, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner Condrey	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- A&E
Commissioner Hansen	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Todd	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

35. Legal Counsel stated there was no official action taken in Executive Session.

36. Commissioner Hansen made the motion to enter into Executive Session for the purposes of discussing the personnel matters related to filling the position of the Chief Executive Officer, as well as other personnel matters related to filling open positions in the organizational chart and salaries as such relate to the annual budget. Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner Condrey	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- A&E
Commissioner Hansen	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Todd	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

37. Commissioner Holmes made the motion to exit Executive Session and reconvene in open meeting. Seconded by Commissioner Hansen, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner Condrey	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- A&E
Commissioner Hansen	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Todd	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

38. Legal Counsel stated there was no official action taken in Executive Session.

39. Commissioner Holmes made the motion to approve the Organization Chart as presented. Seconded by Commissioner Hansen, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner Condrey	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Todd	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

40. Commissioner McMurphy made the motion to approve the job descriptions for the three open positions with changes discussed in Executive Session. Seconded by Commissioner David, the president called the question, with the following results:



Commissioner Avery, Jr.	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner Condrey	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- A&E
Commissioner Hansen	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Todd	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

41. Commissioner Hansen made the motion to approve the Salary Schedule with changes that were discussed in Executive Session. Seconded by Commissioner Stewart, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner Condrey	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- A&E
Commissioner Hansen	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Todd	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

42. Commissioner Fritz made the motion to appoint Pam Tomasovsky as Interim Executive Director with a 10% salary increase until a new Executive Director is hired. Seconded by Commissioner Holmes, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner Condrey	Voted ---- Opposed	Commissioner McMurphy	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- A&E
Commissioner Hansen	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Todd	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

#### 43. Reminders

- Coastal Mississippi Special-Call Meeting- Strategic Session  
Thursday, October 14, 2021 2:00pm – 3:30pm Mississippi Coast Convention Center
- Gulf Coast Legislative FAM- Welcome Reception  
Monday, October 25, 2021 Time and Venue TBD
- Coastal Mississippi Monthly Board Meeting- October 2021  
Thursday, October 28, 2021 3:00pm – 5:00pm Mississippi Coast Convention Center

44. Commissioner Hansen made the motion to adjourn the meeting at 5:30pm. Seconded by Commissioner Holmes, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner Condrey	Voted ---- A&E	Commissioner McMurphy	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- A&E
Commissioner Hansen	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Todd	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.

## Advertising and Marketing Internal Diversity Guidelines

**Policy Statement:** Pursuant to Coastal Mississippi's policy of Diversity, Equality and Inclusiveness and our public policy of welcoming all, Coastal Mississippi has developed internal guidelines to ensure that all external advertising and marketing messaging and materials are inclusive and accurately represent the diversity of our visitors and of potential travelers in our target markets so as to attract and retain all visitors regardless of culture or lifestyle including race, color, national origin or ancestry.

### Guidelines:

- All marketing materials including videos, advertisements, social media posts (if we can control the content in a manner to comply), website, printed materials, etc. that will have people in the creative, will include visual assets with a mix of people representative of either 1) at a minimum the % of visitors by race \*based on research or 2) at a minimum the % of the target population of potential visitors by race in which the marketing will be distributed, viewed or received  
\*based on market data and statistics.
- Visuals will represent the engagement of each demographic profile in a variety of activities, ages, and locations relative to the purpose of the material as consumers.
- If the material will not have a compilation of different groups of people in the creative such as to accomplish the above, all efforts will be made to produce a variety of versions in quantities that meet these criteria that can be rotated in each market, among the target population and/or distributed directly to the specific matching demographic profile.
- To accomplish and sustain adherence to this policy, all engaged agencies, and staff responsible for creation and/or production of marketing materials, will be provided with and/or shown examples of marketing materials that exemplify these goals as part of their onboarding or orientation process in addition to these written guidelines. Adherence to these guidelines will be included in agency performance reviews. Staff will be expected to comply with these guidelines in the performance of their job duties.

### Plan:

- Immediate review of current inventory of visual assets both internal and external.
- Identification of gaps in inventory and assets needed for adherence to guidelines.
- Development of plan, time frame and budget to collect new assets and implementation of plan.
- Immediately review all current materials for compliance and report those that do not currently meet the guidelines and plan/timeline to correct along with any obstacles. Include cost estimates if appropriate.

# COASTAL MISSISSIPPI



## DESTINATION TOURS FUND PROGRAM - POLICIES & PROCEDURES

### WHAT DOES THE DESTINATION TOURS FUND PROGRAM DO?

The Destination Tours Fund is a reimbursement grant program to assist qualified Coastal Mississippi partners with offsetting costs associated with developing new tours, tour experiences and package creation amongst other partners and tour operators for leisure groups. These funds should strive to directly increase visitor spending, overnight stays, revenue and job creation while positively showcasing the amenities, attractions and/or unique character of Coastal Mississippi. The fund is intended to help ensure success and encourage growth toward self-sufficiency. Submissions should consider creation of overnight visitation and an ability to expand across Hancock, Harrison and Jackson Counties. Coastal Mississippi reserves the right to decide on a per-application basis on which and to what degree they provide assistance.

### WHO IS ELIGIBLE?

- Any accredited business seeking to develop tours, visitor experiences and package creation.
- Those that have or will receive funding from any other tourism, economic development or governmental agency may not be eligible or benefits may be reduced.

Partners submitting request to Coastal Mississippi should meet requirements as outlined in the Destination Tours Fund Application. Once the event or tour has occurred, businesses should present documentation of tour, including payment receipt and group details. Upon review and endorsement of Coastal Mississippi Sales Committee, application may be recommended to approval of full Board of Commissioners. Rewarded applications will be notified following the regular monthly Board meeting.

### WHAT ARE THE REQUIREMENTS?

1. Must provide proof of business operating license.
2. Funding assistance must be used specifically to offset costs associated with ticket sales and reduce ticket cost to consumer and not for marketing and advertising opportunities or to increase net profit. Should you wish to apply for marketing assistance please refer to the Marketing Assistance Program
3. Must be a new leisure group tour or tour experience (culinary, history, educational etc.)  
  
OR  
  
Must be used for new group bookings if the tour experience is an existing package.
4. Must be prebooked and prepaid.
5. Must be a minimum group size of 10 persons.

6. Requested amount should not exceed 40% of retail price or negotiated cost per person for the tour.
7. Must submit documentation of tour with receipt of payment within 30 days following arrival.

#### WHAT IS THE PROCESS?

- STEP 1** – Schedule an individual meeting with the Director of Leisure Business Development to determine eligibility.
- STEP 2** – Fill out an application and prepare all required documents.
- STEP 3** – Turn in the completed application along with all required supplemental material to Coastal Mississippi Leisure Sales Department.
- STEP 4** - Within approximately 45 days of submitting application, you will be contacted by the Director of Leisure Business Development informing you if and to what degree Coastal Mississippi has approved your request.
- STEP 5** - When the approved tour is completed, you will receive a checklist of items required for the final report. You will have 60 days to submit the final report for reimbursement. If the report is not submitted within the 60 days to, Coastal Mississippi, the agreement with your organization is considered null and void.

#### IMPORTANT TO NOTE:

- This is a reimbursement program. Rewarded funds will not be available until the event has occurred and all documentation received by Coastal Mississippi to authorize release of reimbursement payment approved by the Board of Commissioners.
- Reimbursement is subject to availability of funding at the time of request.
- Previously awarded applicants may reapply. To be considered for future funding, all previous requirements must have been met, including trackable and verifiable financial results and any other supportive data.

#### CHECKLIST FOR SUBMITTING APPLICATION PACKET:

- ☐ Completed Destination Tours Fund application.
- ☐ Summary of tour, visitor experience or new package and if applicable, how it's different from other tours.
- ☐ Detailed budget of how requested funds will be used to offset ticket and package cost.

Completed application packets can be submitted one of the following ways:

EMAIL – [zachary@coastalmississippi.com](mailto:zachary@coastalmississippi.com)

MAIL - 2350 Beach Blvd., Suite A, Biloxi, MS, 39531

# COASTAL MISSISSIPPI



## DESTINATION TOURS FUND- APPLICATION

### Section 1:

#### APPLICANT INFORMATION -

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

Have you applied for the Destination Tours Fund Before? Y or N

Will funds be used to offset costs of tour pricing? Y or N

#### GROUP INFORMATION -

Name of Group: \_\_\_\_\_

Is this a new group for your business? Y or N

Date of Tour: \_\_\_\_\_

Location(s) served: \_\_\_\_\_

No. of Attendees \_\_\_\_\_ (Must be at least 10 to apply.)

Estimated Time Length: \_\_\_\_\_

#### TOUR INFORMATION -

Is this a new tour experience or package: Y or N

Please provide an overview of the tour experience or package: \*Also note if tour can be expanded into other areas of Coastal MS.

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### Section 2:

#### BUDGET AND FUNDING INFORMATION -

Total Cost Per Person for Tour \$ \_\_\_\_\_

Total Funding Request \$ \_\_\_\_\_

\*Requesting amount should not exceed 40% of retail or negotiated price per person per tour.

*Note: Detailed budget information will be required in Section 4 of this application.*

Will you be using additional funding sources to assist with tour? If yes, from what source and what amount?

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### Section 3:

#### VISITOR STATISTICS -

Please provide the following information on projected visitors:

Targeted Visitor Profile (e.g., families, seniors, college students; age ranges; specialized interests or activities; etc.)

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Estimated Numbers of Visitors:

Day Visitor = individual who visits Coastal Mississippi from somewhere outside of Hancock, Harrison, Jackson, Stone, George or Pearl River counties for recreational purposes and does not stay overnight.

Overnight Visitor = individual who visits Coastal Mississippi from somewhere outside of Hancock, Harrison, Jackson, Stone, George or Pearl River counties for recreational purposes and stays overnight.

Local Visitor = individual who visits the event and lives in either Hancock, Harrison, or Jackson, Stone, George, or Pearl River counties.

DAY \_\_\_\_\_

OVERNIGHT \_\_\_\_\_

LOCAL \_\_\_\_\_

**TOTAL PROJECTED VISITORS** \_\_\_\_\_

### Section 4:

**REQUIRED SUPPLEMENTAL MATERIALS – Please provide the following items:**

- A. Must submit proof of business license.
- B. Summary budget/expenses for tour.
- C. Detailed summary of how requested funds will be used to offset ticket and or packing costs.
- D. Forecast including projection of financial impact to be created by requested funding and assumptions used.
- E. Must submit documentation of tour with receipt of payment within 30 days following arrival.

**Section 5:**

**CERTIFICATION** – I certify that the information contained in this application is correct to the best of my knowledge and that I am an authorized representative of the entity which is applying for grant funding from Coastal Mississippi.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Internal Use Only:**

Incentive Proposal prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Date \_\_\_\_\_

Incentive Funds Allocated: \_\_\_\_\_

Estimated Economic Impact: \_\_\_\_\_





## Order Form

4 Aug 2021  
CO08042021Bridge

434 Fayetteville Street, Suite 900, Raleigh, NC 27601

Coastal Mississippi  
P.O. Box 8005  
Biloxi, Mississippi 39535  
United States

Zachary Holifield  
zachary@coastalmississippi.com  
+1 228-896-6699

## BILLING INFORMATION

Billing Contact:	Zachary Holifield zachary@coastalmississippi.com +1 228-896-6699	Billing Address:	P.O. Box 8005 Biloxi, Mississippi 39535 United States
Payment Terms:	Net 30 From Invoice Date	Ship to (Sales Tax):	
Billing Terms:	Annually, upon execution and 30 days before each anniversary of the Term Start Date		

## ORDER INFORMATION

Order Form Date:	4 Aug 2021	Contract Start Date:	1 Nov 2021
Pricing Valid Until:	31 Dec 2021	Contract End Date:	31 Oct 2022
		Service Term:	12 Month(s)

## PRODUCT INFORMATION

Products	Quantity	Unit Type	Dates of Service	Price Per Metric	Total
Learning Extended Enterprise: Subscription	1,920.00	User	Term #1 Start: 1 Nov 2021 End: 31 Oct 2022	(USD) 7.03	(USD)
					\$13,497.60
<b>Totals (USD)</b>					<b>\$13,497.60</b>

Does your organization require a PO number?	NO	
Is your organization tax exempt?	YES	



## Order Form

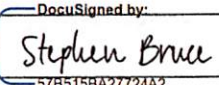

4 Aug 2021  
CO08042021Bridge

Deliverable	Description	Expiration
Learning Extended Enterprise Subscription	User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.	Term Of Contract

Metric	Description
User	User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

getBridge, LLC

Coastal Mississippi ("Customer")

Signature	<small>DocuSigned by:</small> 	Signature	
Name	<small>57B515BA27724A2...</small> Stephen Bruce	Name	Brooke Shoultz
Title	Managing Director	Title	Board President, Coastal Mississippi
Date	Oct-13-2021   10:01 PM BST	Date	

## Bridge Terms and Conditions

These terms and conditions apply to the provision of the products or services by getBridge, LLC ("**Bridge**") to the entity identified in the Order Form ("**Customer**"). An "**Order Form**" means any order for the provision of products or services signed by Customer. These terms are incorporated into the Order Form and together, form the "**Agreement**." Bridge and Customer are referred to in this Agreement each as a "**party**" and together as the "**parties**."

1. **Service.** Subject to the terms of this Agreement, Bridge will provide to Customer proprietary software as a service offering(s) made available through a URL in a hosted environment (together with any other products and services identified in the Order Form, the "**Service**"). All rights in and to the Service not expressly granted to Customer in this Agreement are reserved by Bridge. Bridge shall: (a) deploy all updates and upgrades to the Service to Customer that Bridge provides to its customers generally for no additional charge; and (b) provide support ("**Support**") pursuant to the terms described on the Order Form. For purposes of this Agreement, "**User**" means an individual who is authorized by the Customer to use the Service and for whom Customer has purchased a subscription.
2. **Customer Restrictions.** Customer shall not (and shall not permit Users to): (a) sell, resell, rent, lease, lend, sublicense, distribute, assign, timeshare, or otherwise transfer or provide access to the Service to any third party except as expressly authorized under this Agreement; (b) use or access the Service for competitive purposes; (c) copy, modify, adapt, or create derivative works from any feature, function, interface, or graphic in the Service; (d) remove or modify Bridge's policies or proprietary markings displayed within the Service; (e) use, interfere with, disrupt or circumvent the integrity, security or performance of the Service, including by probing, scanning, or testing any Bridge system or network or its security or authentication measures; (f) store or transmit any malicious code; (g) permit direct or indirect access to or use of any Service or Customer Content (as defined below) in a way that circumvents a contractual usage limit; (h) attempt to gain unauthorized access to the Service, its related systems or networks or Third-Party Services (as defined below); (i) use the Service or any Third-Party Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; or (j) use the Service to distribute software or tools that gather information, distribute advertisements, or engage in conduct that may result in retaliation against Bridge or its data, systems, or networks. Use and access to the Application Program Interface ("**API**") will be subject to the Bridge API Policy available at <https://www.getbridge.com/bridge-terms-of-use/>.
3. **Customer Responsibilities.** Customer shall have sole responsibility for Customer Content and use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided within the Service and available at <https://www.getbridge.com/bridge-terms-of-use/> (the "**AUP**"). Customer agrees to reasonably assist Bridge in connection with a User's adherence to the AUP. Customer further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by Bridge; (b) obtain from Users any consents necessary under this Agreement or to allow Bridge to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Bridge promptly of any such unauthorized access or use of which it learns; (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service; and (f) ensure that a current email address is associated with each User's account.
4. **Representations.** Each party represents that (a) it has the power and authority to validly enter into this Agreement, (b) this Agreement has been duly and validly authorized, executed and delivered by such party, (c) the execution and delivery of this Agreement does not violate or conflict with any other agreement, license, or obligation of such party, (d) it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from or on behalf of any employees or agents of the other party in connection with this Agreement, and (e) it is financially solvent and has the ability to perform its obligations hereunder.
5. **Bridge Warranties.** Bridge warrants that: (a) it shall implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content; (b) the functionality or features of the Service and Support may change but will not materially degrade during the Term; and (c) the Service will materially conform to its then-current documentation. As Customer's sole and exclusive remedy for Bridge's breach of the warranties set forth in this Section 5: (i) Bridge shall correct the non-conforming Service at no additional charge to Customer; or (ii) in the event Bridge is unable to correct such deficiencies after good-faith efforts, Bridge shall refund Customer amounts paid that are attributable to the defective Service from the date Bridge received such notice. Customer must report deficiencies in writing to Bridge within thirty (30) days of their identification in order to receive any warranty remedies herein. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 AND TO



**Order Form**

4 Aug 2021

CO08042021Bridge

THE MAXIMUM EXTENT OF THE LAW, BRIDGE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, BRIDGE DOES NOT WARRANT THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY PROHIBITED BY LAW, ANY AVAILABLE WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY BRIDGE IN THIS SECTION 5.

**6. Fees.** As consideration for the subscription to the Service, Customer shall pay all fees set forth in an Order Form ("**Fees**") annually in advance, thirty (30) days after receipt of an invoice or as otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay all applicable sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Bridge reserves the right (in addition to any other rights or remedies Bridge may have) to discontinue the Service and to suspend all Users' and Customer's access to the Service if any Fees are overdue until such amounts are paid in full. Customer agrees to pay Bridge's expenses, including reasonable attorneys and collection fees, incurred in collecting amounts not subject to a good faith dispute. Except as expressly set forth in this Agreement, all Fees are non-refundable.

**7. Service Standard.** Bridge will use commercially reasonable efforts to make each Service available with an annual uptime percentage of at least 99.9% ("**Service Commitment**").

**8. Compliance.** Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement, including with respect to personally identifiable information from records that are subject to applicable privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act, as amended, and the California Consumer Privacy Act ("**Personal Information**"). Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; or (b) is listed on any U.S. government list of prohibited or restricted parties.

**9. Customer Content.** As between Bridge and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes, or other materials uploaded by a User through the Service ("**Customer Content**") remain the sole property of Customer. Bridge may use the Customer Content solely to provide and improve the Service in accordance with this Agreement or Customer's instructions.

**10. Data Use.** Customer agrees that data derived from Bridge's provision of the Service or Customer's use of the Service ("**Usage Data**") may be used by Bridge for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. Such Usage Data will only be used in its aggregated or anonymized form and such results may be used by Bridge for any lawful purpose not otherwise excluded by this Agreement. As between the parties, Bridge owns the Usage Data. Notwithstanding anything contained in this Agreement to the contrary, Usage Data does not include Customer Content or any information that identifies or can be reasonably used to identify an individual person or Customer.

**11. Third-Party Services.** Customer may access third-party services, content or links through the use of the Service (collectively "**Third-Party Services**"). Bridge does not control Third-Party Services or make any representations or warranties with respect to Third-Party Services. In addition, Bridge is not responsible for Third-Party Services.

**12. Limitation of Liability.**

a. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

b. EXCEPT FOR ANY DAMAGES RESULTING FROM THE GROSS NEGLIGENCE, FRAUD OR THE WILLFUL MISCONDUCT OF A PARTY, THE DEATH, BODILY INJURY OF ANY PERSON CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF A PARTY, PAYMENT OBLIGATIONS, OR INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 12(c) (IN RESPECT OF WHICH BRIDGE'S AGGREGATE LIABILITY SHALL BE AT THE LIMIT SPECIFIED AT THE END OF THIS SECTION), EACH PARTY'S



CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

c. BRIDGE'S TOTAL AGGREGATE LIABILITY UNDER OR IN RESPECT OF ANY INDEMNITY OBLIGATION UNDER THIS AGREEMENT SHALL BE LIMITED TO \$500,000.

**13. Confidentiality.** Each party acknowledges that it or any entity that directly, or indirectly through one or more intermediaries' controls, is controlled by or is under common control with such party (an "**Affiliate**") may disclose (in such capacity the "**Disclosing Party**") Confidential Information to the other party or its Affiliates (in such capacity, the "**Receiving Party**") in the performance of this Agreement. Accordingly, the Receiving Party shall: (a) keep the Confidential Information disclosed by the other party confidential; (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder; and (c) disclose such Confidential Information only to the Receiving Party's employees or Affiliates who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law. As used herein, "**Confidential Information**" means any and all non-public, confidential and proprietary information, data, or know-how, including all Personal Information and information about the Disclosing Party's businesses, operations, finances, properties, employees, relationships with third parties, plans, trade secrets, and other intellectual property and all analyses, compilations, forecasts, studies, summaries, notes, reports, memoranda, interpretations, data, and other materials which contain or are generated from the Confidential Information, whether disclosed in writing, orally, electronically, or by other means, and whether or not identified as confidential. For the avoidance of doubt, any non-public aspect of the Service will be considered the Confidential Information of Bridge. Confidential Information shall not include information that: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) is rightfully received by the Receiving Party by a third party without a duty of confidentiality; (iii) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; or (iv) is identified by the Disclosing Party in writing as no longer confidential and proprietary. Notwithstanding the restrictions above, the Receiving Party may disclose the Confidential Information pursuant to law, regulation, subpoena or court orders, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure to permit the Disclosing Party an opportunity to prevent disclosure or seek an appropriate remedy from the proper authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required (based on the advice of counsel) and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded the Confidential Information. Further, any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Service as well as to disclosures required by or under applicable law or related government agency actions. Bridge will also comply with all court orders or subpoenas involving requests for such information.

**14. Proprietary Rights.** As between Customer and Bridge, the Bridge Intellectual Property is, and shall at all times remain the sole and exclusive property of Bridge. Bridge shall have the right, in its sole discretion, to modify the Bridge Intellectual Property. "**Bridge Intellectual Property**" means: (a) the Service; (b) all improvements, changes, enhancements, and components thereof; (c) all other proprietary materials of Bridge and/or its licensors; and (d) all other intellectual property owned by Bridge including, but not limited to, all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats, and know-how, as well as any underlying source code and object code related thereto.

**15. Term and Termination.** The term of this Agreement is specified in the Order Form ("**Term**") and shall continue for its full duration unless earlier terminated by a party in accordance with this Section 15. In addition to any other rights and remedies that may be available, either party may terminate this Agreement for a material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Service; and (b) in connection with certain aspects of the Service that feature an export function Customer may export the Customer Content by using the export feature within the Service for a period of three (3) months from termination, after which Bridge shall have no obligation to maintain or provide any Customer Content.

**16. Suspension of Service.** Bridge may suspend a User's access to the Service for a violation of Section 3 of this Agreement, any applicable law, or third-party rights to the extent and for the duration necessary to address any such violation. Bridge will use commercially reasonable efforts to provide notice to Customer in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Bridge. Customer agrees that Bridge will not be liable to Customer or a User if Bridge exercises its suspension rights as permitted by this Section 16.



## Order Form

4 Aug 2021  
CO08042021Bridge**17. Indemnification.**

a. Bridge will indemnify and defend Customer from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging that the Service infringes or misappropriates the intellectual property rights of that third party. Notwithstanding the foregoing, Bridge shall not be obligated to indemnify Customer if such infringement or misappropriation claim arises from: (a) the Customer Content; (b) Customer's or User's misuse of the Service; or (c) Customer's or User's use of the Service in combination with any products, services, or technology not provided by Bridge. If a claim of infringement or misappropriation is made, Bridge may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license permitting continued use of the Service; or (iii) terminate the Agreement with no liability to Customer, other than Bridge's obligation to indemnify hereunder, and return the unused portion of any prepaid Fees. Customer will indemnify and defend Bridge from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging: (z) the Customer Content infringes or misappropriates the intellectual property rights of that third party; or (y) use of the Service by Customer or any User in violation of this Agreement or the AUP, to the extent permitted by law.

b. The party seeking indemnification (the "**Indemnified Party**") shall provide the other party (the "**Indemnifying Party**") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit, or proceeding without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.

**18. General.** Each party acknowledges that any breach, threatened or actual, of this Agreement, including, without limitation, with respect to unauthorized use of proprietary assets, will cause irreparable injury to the other party, such injury would not be quantifiable in monetary damages, and the other party would not have an adequate remedy at law. Each party therefore agrees that the other party shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of this Agreement. Each party waives any requirement that the other party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to enforce any provision of this Agreement. Any legal notice by a party under this Agreement shall be in writing and either personally delivered, delivered by email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 18. A copy of all notices to Bridge shall be sent to: Bridge, Inc, 434 Fayetteville Street, 9th Floor, Raleigh, NC 27601, Attention: General Counsel and, if by email, to [internallegal@ltgplc.com](mailto:internallegal@ltgplc.com). For purposes of service messages and notices about the Service, Bridge may place a banner notice or send an email to the current email address associated with an account and all notices shall be in English and deemed effective upon receipt. If Bridge is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed, and construed by the laws of the State of Mississippi without regard to principles of conflict of laws. Bridge is an independent contractor to Customer. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties. The Parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Customer may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect. Any attempt by Customer to assign this Agreement, in whole or part, to any entity, without Bridge's prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Bridge to use its name, logo, and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this Agreement will survive.

19. Bridge hereby certifies that it is not listed on the government wide exclusions in the System for Award Management (SAM) and that it has not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity, nor is Bridge listed in the federal government's terrorism watch list.

20. Bridge hereby certifies that it ensures that it utilizes and will continue to utilize the U.S. Department of Homeland Security's e-verify

system to determine the eligibility of all persons employed or contracted with Bridge in the performance of duties hereunder.

21. Bridge hereby certifies that none of the funds paid by Customer pursuant to the terms hereof will be expended by Bridge to pay any person to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal action concerning the award of financial assistance to Customer or payment of funds by Customer to Bridge.

22. Bridge hereby certifies that it will comply with all Equal Employment Opportunity laws, rules and regulations and all other applicable federal, state and local laws, rules, regulations and ordinances.

## **Grant Administration Contract**

### **Southern MS Planning and Development District and**

### **MS Gulf Coast Regional Convention & Visitors Bureau dba Coastal Mississippi**

#### **SCOPE OF WORK**

Southern Mississippi Planning and Development District (SMPDD) shall perform grant administration for Economic Development Administration Grant No. 04-79-07589. Task will include:

1. Advise Coastal MS on the eligible activities included the grant award
2. Provide procurement guidance as needed
3. Serve as liaison between Coastal MS and EDA
4. Prepare and submit financial reports required by EDA, including requests for reimbursement
5. Prepare and submit periodic reports as required by EDA and stipulated in the award agreement
6. Prepare and submit final close-out package
7. Report to the Coastal MS Board of Directors on the grant project if requested but no more than quarterly

#### **STANDARD TERMS & CONDITIONS**

**SECTION 1. Term.** Southern Mississippi Planning and Development District (SMPDD) will undertake and complete performance of the services referred to in the Scope of Work commencing on October 1, 2021 and terminating in twenty-four (24) months or at the time Coastal Mississippi submits its final close-out document to the Economic Development Administration, whichever occurs first.

**SECTION 2. Termination for Convenience by SMPDD.** SMPDD may terminate this Contract at any time by giving thirty (30) days written notice to the Client of said termination. If terminated pursuant to this Section 2 prior to close-out, SMPDD shall be limited to compensation amounting to actual expenses incurred in performance of this Contract.

**SECTION 3. Termination for Convenience by the Client.** The Client may terminate this Contract at any time by giving written notice to SMPDD of said termination. If terminated pursuant to this Section 3 prior to close-out, SMPDD shall be limited to compensation amounting to actual expenses incurred in performance of this Contract.

**SECTION 4. Interest of Members of the Client.** No officer, member, or employee of the Client who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested.

**SECTION 5. Compensation.** The Client will enter into a contract with SMPDD to perform grant administration for EDA Grant No. 04-79-07589. SMPDD will provide these services for a lump sum fee of



\$ 5,000.00 \_\_\_\_\_. One invoice will be submitted when the first reimbursement request and reporting period commences. There will be no further billing.

SECTION 6. Client Cooperation. The Client hereby agrees that its officials, employees and contractors shall cooperate with SMPDD in the discharge of its responsibilities under this contract and shall be available for consultation at such times as may be mutually agreeable to both parties. The Client shall make available to SMPDD all data, records, reports, maps, or other information as are existing, available, and necessary for performance of this Contract.

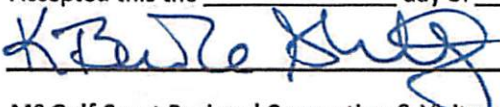
SECTION 7. Records. All documents produced for this contract will be property of the Client.

SECTION 8. Entire Agreement. This Contract constitutes the entire agreement of the parties and shall not be conditioned, modified or supplemented except by a subsequent written agreement signed by and delivered by all parties. If any provision of this Contract is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract will not be affected, and in lieu of each provision which is found to be illegal, invalid or unenforceable, there will be added as a part of this Contract a provision as may be possible and legal, valid and enforceable.

SECTION 9. Governing Authority. This Contract and any amendments thereto shall be construed and interpreted pursuant to Mississippi law.

SECTION 10. Effective Date. The Effective Date for this Contract shall be October 1, 2021.

Accepted this the 30th day of September 2021.



MS Gulf Coast Regional Convention & Visitors Bureau, dba Coastal Mississippi



Leonard Bentz, Executive Director, Southern Mississippi Planning and Development District



**Addendum to Agreement for Services**

WHEREAS, effective on the 1st day of November, 2020, Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi (herein "Coastal Mississippi" or "Client"), and the firm of Cascio Sanford Government Law Group, PLLC, (herein "Contractor"), entered into that certain Agreement for Services, a copy of which is attached as Exhibit "A," for the Contractor's representation of Client as an independent consultant, lobbyist and for other matters; and

WHEREAS, Coastal Mississippi and Contractor desire to enter into this Addendum to Agreement for Services in order to renew and extend the term of the Agreement for Services.

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

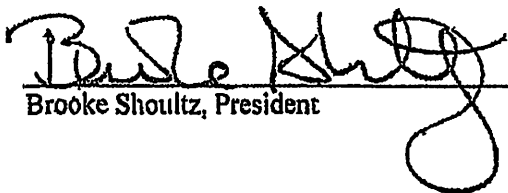
1. Coastal Mississippi and Contractor agree to renew and extend the Agreement for Services for a period of one (1) year, and more specifically from November 1, 2021 through October 31, 2022, which may thereafter be renewed for successive periods of one (1) year each, as may be mutually agreed by Coastal Mississippi and Contractor.
2. All other provisions of the Agreement for Services shall remain in full force and effect.

The President of Coastal Mississippi has been authorized to execute this Addendum to Agreement for Services, as the authority therefore was ratified and approved on the minutes of Coastal Mississippi at its meeting on the 30th day of September, 2021.

SO AGREED.


Date: 9-30-21

Client:  
**Mississippi Gulf Coast Regional Convention and  
Visitors Bureau d/b/a Coastal Mississippi**

By:   
Brooke Shoultz, President

Date: 10/4/21

Contractor:  
**Cascio Sanford Government Law Group, PLLC**

By:   
Gordon U. Sanford, III, Member



September 3, 2021

Coastal Mississippi  
Attn: Pam Tomasovsky, CPA  
2350 Beach Blvd Ste. A  
Biloxi, MS 39531

Re: Community Bank of MS Accounts 6844 and 6877

Dear Members of Coastal Mississippi Finance Committee:

Thank you for the partnership you have afforded Community Bank of MS for the last four years. Community Bank of MS has 52 offices in 4 states – Mississippi, Alabama, Tennessee and Florida. We pride ourselves in offering reliable financial services to each of our customers in a timely manner. Above all, we aim to offer the highest standard of customer service possible.

We agree to the following new rates and term.

7000446844 (Operating Account)

- .50% for the term of one year beginning 8/1/2021

7000845631 (Grant Account)

- .50% for the term of one year beginning 8/1/2021

7000446877 (Money Market)

- .65% for the term of one year beginning 8/1/2021

We appreciate the working relationship with Coastal Mississippi and thank you for all that you do for the MS Gulf Coast.

Sincerely,

Leslie Kelley  
Senior Vice President

OK  
Per Bob 9/30/21

**COASTAL MISSISSIPPI BOARD MEETING**  
**SEPTEMBER 30, 2021**

26. Commissioner Marsh made the motion to approve the Community Bank Depository Proposal as presented (attached). Seconded by Commissioner McMurphy, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner Condrey	Voted ---- A&E	Commissioner McMurphy	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Todd	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted September 30, 2021.



## Second Addendum to Engagement Agreement

WHEREAS, Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Visit Mississippi Gulf Coast (herein "VMGC" 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, VMGC and Attorney entered into that certain First Addendum to Engagement Agreement which expires on September 30, 2021, copy of which is attached as Exhibit "B"; and,

WHEREAS, VMGC, rebranded and now doing business as Coastal Mississippi (herein "Coastal Mississippi"), and Attorney desire to enter into this Second 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 one (1) year, and more specifically from October 1, 2021 through September 30, 2022, which may thereafter be renewed for successive periods of one (1) year each, 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.
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 Second Addendum to Engagement Agreement, as the authority therefore was ratified and approved on the minutes of Coastal Mississippi at its meeting on the 30th day of September, 2021.

SO AGREED.

Date: \_\_\_\_\_

**Client:**

**Mississippi Gulf Coast Regional Convention and  
Visitors Bureau d/b/a COASTAL MISSISSIPPI**

By: \_\_\_\_\_


  
Brooke Shultz, President

Date: 9/30/2021

**Attorney:**

**Dukes, Dukes, Keating & Faneca, P.A.**

By: \_\_\_\_\_

  
Hugh D. Keating, Vice-President/Treasurer

### Engagement Agreement

The undersigned, Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Visit Mississippi Gulf Coast (herein "VMGC" or Client), does hereby engage the legal services of Dukes, Keating & Faneca, P. A. (herein Attorney) for representation as general counsel and other matters.

In consideration for Attorney's services as general counsel, Client will pay Attorney the sum of \$3,500.00 per month. General counsel duties, responsibilities and services to be rendered by Attorney include the following:

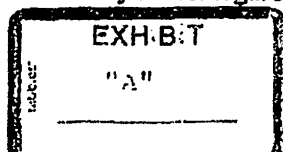
- (1) Preparation for and attendance at regular, special called, and executive committee meetings and standing committee participation on as needed basis;
- (2) General advice and consultation regarding compliance with federal, state and local laws, regulations and ordinances relevant to Mississippi Gulf Coast tourism industry;
- (3) General advice and consultation regarding policies, procedures, administration and operations of Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Visit Mississippi Gulf Coast;
- (4) Contract negotiations, drafting, review and consultation;
- (5) General advice and consultation regarding employer-employee relations and claims; and
- (6) Coordinate responsibilities and work with VMGC Executive Director, staff, President, Commissioners and agents or representatives on as needed and directed basis.

Additional legal services which may be required by Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Visit Mississippi Gulf Coast and which are outside the scope of the duties, responsibilities and services for general counsel as described hereinabove, will be invoiced by the Attorney and paid by the Client at the rate of \$175.00 per hour for partners, \$150.00 per hour for associates, and \$75.00 per hour for paralegals. The additional legal matters which may be billed at the hourly rates set forth herein, include, but are not limited to,

- (1) Claims prosecution or defense - threatened or pending;
- (2) Litigation prosecution or defense - threatened or pending;
- (3) Drafting legislation, policies or procedures relative to organization, administration and operation of Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Visit Mississippi Gulf Coast or any successor entity; or
- (4) Other matters not specifically described herein.

Attorney will use its discretion in staffing to provide services in the most efficient manner possible to provide for Client needs. All time spent on Client's matters related to services outside the scope of general counsel duties and responsibilities will be charged to Client at the hourly rates herein. The initials of the person performing the services, time for such activity and a description of the activity will be set forth on the invoice.

In addition to the monthly fee for legal services as general counsel and fees as counsel for litigation



or other matters, Attorney will be entitled to reimbursement for costs and expenses incurred for services, including, but not limited to: photocopying, messenger and delivery service, fees for computerized research services, travel (including mileage, parking, air fare, lodging, meals and ground transportation), long distance telephone, telecopying, depositions, court costs and filing fees. Attorney is hereby authorized to charge such expenses and to have such expenses reimbursed by Client and Client agrees to pay the same promptly. Unless other arrangements are made at the outset, fees and expenses of others will not be paid by Attorney and will be the responsibility of and billed directly to the Client.

The President of the Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Visit Mississippi Gulf Coast has been authorized to execute this Engagement Agreement, as such authority for this agreement was ratified and approved on the minutes of the Commission at its meeting on the 28<sup>th</sup> day of June, 2016.

This agreement shall terminate on September 30, 2018; provided, however, that this agreement may be renewed and extended for successive periods of one (1) year upon the mutual consent of the parties hereto.

This agreement may be signed in multiple counterparts via facsimile or electronic signature of any party hereto.

Date: 6/28/2016

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

By: 

Rich Westfall

Title: President

Attest: 

Date: 6/28/2016

Attorney: Dukes, Dukes, Keating & Faneca, P.A.

By: 

Hugh D. Keating

Title: Vice President/Treasurer



### First Addendum to Engagement Agreement

WHEREAS, on the 28<sup>th</sup> day of June, 2016, Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Visit Mississippi Gulf Coast (herein "VMGC" 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, VMGC and Attorney desire to enter into this First Addendum to Engagement Agreement in order to renew and extend the term of the Engagement Agreement.

NOW, THEREFORE, VMGC and Attorney do hereby agree as follows:

1. Notwithstanding the provisions in the second to last paragraph on Page Two of the Engagement Agreement, VMGC and Attorney agree to renew and extend the Engagement Agreement for legal services for a period of three (3) years, and more specifically from October 1, 2018 through September 30, 2021, which may thereafter be renewed for successive periods of one (1) year each, as may be mutually agreed by VMGC and Attorney.
2. All other provisions of the Engagement Agreement remain in full force and effect.

The President of VMGC has been authorized to execute this First Addendum to Engagement Agreement, as the authority therefore was ratified and approved on the minutes of VMGC at its meeting on the 30<sup>th</sup> day of August, 2018.

SO AGREED.

Date: \_\_\_\_\_

Client:

**Mississippi Gulf Coast Regional Convention and Visitors Bureau  
d/b/a Visit Mississippi Gulf Coast**

By: \_\_\_\_\_

*Richard E. Chenoweth, Jr.*  
Richard E. Chenoweth, Jr., President

Attest: \_\_\_\_\_

*Mary Cracchiola Spain*  
Mary Cracchiola Spain, Secretary

Date: 8/24/2018

Attorney:

**Dukes, Dukes, Keating & Faneca, P. A.**

By: \_\_\_\_\_

*Hugh D. Keating*  
Hugh D. Keating, Vice-President/Treasurer





Reference No: Q-432227  
Cision US Inc.  
1 Prudential Plaza, 7th Floor  
130 E Randolph Street  
Chicago, IL 60601  
Tel: 312.922.2400  
Fax: 240.559.0892

10/8/2021  
Q-432227  
HARRI0037 116753

Anna Roy  
Coastal Mississippi  
2350 Beach Blvd  
Biloxi MS, 39531-8298

Dear Anna,

Thank you for using our services. We value your business and hope to serve you for many years to come. Your subscription is due for renewal.

To ensure timely processing of your renewal please note the following requirements:

- You must electronically sign this agreement before your quote expired.
- If you are paying by invoice and require a purchase order number on your invoice, your P.O. number must be provided. Failure to provide such information acknowledges that no P.O. number is required. Please review our P.O. statement for full details.

If you have any questions please call me at 312.873.6377 or send an email to [ana.bock@cision.com](mailto:ana.bock@cision.com). Again, thank you for your business and we look forward to continuing to work with you.

Sincerely,

Ana Bock  
312.873.6377  
[ana.bock@cision.com](mailto:ana.bock@cision.com)



## Order Form

Reference No: Q-432227

Salesperson: Ana Bock, ana.rock@cision.com

Created: October 8, 2021

Quote Expiration: October 10, 2021

This Order Form ("Order Form") is entered into and effective as of the date of the Client's signature below, between Cision US Inc. with its principal place of business at 130 E. Randolph Street, 7th Floor, Chicago, IL 60601 ("Company") and Coastal Mississippi with its principal place of business at 2350 Beach Blvd, Biloxi, MS 29531 USA ("Client"). This Order Form is governed by the master agreement entered into by and between Company and Client indicated above at the MSA Signed On Date, or if no date is indicated, then by the General Terms and Conditions at <https://www.cision.com/us/legal/>, which is hereby incorporated by reference (the "Terms") (collectively, the Order Form and Terms shall form the "Agreement"). Capitalized terms used in this Order Form shall have the meaning assigned to them in the Terms, unless otherwise defined herein. In the event of any conflict or discrepancy between the Terms and this Order Form, the Order Form shall control.

### Shipping Information

SHIPPING INFORMATION ON FILE	INDICATE CHANGES TO SHIPPING INFORMATION
Client: Coastal Mississippi	
Shipping Address: 2350 Beach Blvd Biloxi MS, 39531-8298	Shipping Street Address: City: State: Zip: Country:
Name: Anna Roy	First Name: Last Name:
Phone: 6017508372	Phone:
E-mail: anna@coastalmississippi.com	E-mail:

### Billing Information

BILLING INFORMATION ON FILE	INDICATE CHANGES TO BILLING INFORMATION
Client: Coastal Mississippi	This is a residential address.
Billing Address: 2350 Beach Blvd, Biloxi, MS 29531 USA	Billing Street Address: City: State: Zip: Country:
Invoice Contact Name: Anna Roy	Invoice Contact Name:
Invoice Contact Phone: 6017508372	Invoice Contact Phone:
Invoice Contact E-mail: anna@coastalmississippi.com	Invoice Contact E-mail:

## SERVICES

Quantity	Service(s) Ordered	Service Term
1	Next Gen Cision Communications Cloud Social Listening Core powered by Brandwatch - 10 queries Upgrade Promotion	10/25/2021 - 10/24/2022
1	Cision Connect Premium Media Database Package	10/25/2021 - 10/24/2022
1	LexisNexis Premium Print Monitoring	10/25/2021 - 10/24/2022
1	PR Newsletter	10/25/2021 - 10/24/2022
1	Cision Communications Cloud - Platform Only	10/25/2021 - 10/24/2022

## PRICING\*

Total	\$21,569.00
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\* Note: The Prices above do not include taxes and travel expenses. Taxes are charged based on the state listed in the Shipping Information section above. Invoices will reflect any such taxes collected or any pre-approved travel expense amounts.

## Payment Information

Total Agreement Amount: \$21,569.00

Payment Plan: Quarterly

Installment Amount: \$5,392.25

*This payment plan consists of 4 equal invoiced payments totaling the amount of the contract (plus applicable sales tax and handling fee). The first invoice will be generated at the time the contract is received and processed; the subsequent invoices will be generated on the same day, three months apart.*

Payment Type: Invoice

Payment Terms: Net 30. Invoices shall be delivered via email to the "Invoice Contact E-mail" in the billing Information section above.

## Client Information

Are you Tax Exempt? If yes, please check here \_\_\_\_\_

*If your organization is tax exempt, we require a valid tax exemption certificate from your state. Please email a copy of your certificate to your sales representative. We will not be able to process your order until this certificate has been received.*

Are you a government entity? If so, which level:

If your organization requires a P.O. number on invoices issued by Company, please provide the P.O. number below. Failure to provide such information acknowledges that no P.O. number is required and all invoices will be paid in accordance with the Agreement.

P.O. Number \_\_\_\_\_

## System Manager

Please provide contact information for the person who will manage your system.

Name:

Email Address:

## Product Overview

The following products are included in this Order Form:

### Next Gen Cision Communications Cloud Social Listening Core powered by Brandwatch - 10 queries Upgrade Promotion

Special package for Cision Social Listening Upgrades: Includes 10 queries, unlimited "Quick Search" on 30 days' data, data saved per query for 1 year rolling period, up to 20 configurable alerts, connect up to 20 social channels and mention exports up to 5,000 per day.

### Cision Connect Premium Media Database Package

Access for 3 users to US and Canadian media contacts, outlets and editorial calendars. Provides premium pitching tips including preferred contact methods, topics of interest, biographical information and personal pet peeves. Includes performance metrics, article analytics and relationship management tools.

### LexisNexis Premium Print Monitoring

LexisNexis Premium Print Monitoring

### PR Newsletter

PR Newsletter. Requires Next Generation Cision Communications Cloud Platform Subscription.

### Cision Communications Cloud - Platform Only

Access to the Cision Communications Cloud Earned Media Management Platform which includes the following:

- 3 Named Users
- Global Online News
- Google & Adobe Analytics Integration

## Special Terms

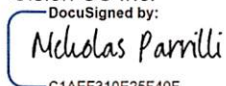
- Contract is still governed by MSA signed in 8/29/2019


This Order Form shall not auto-renew.

Client acknowledges that the Services that reference Brandwatch are provided to Client in accordance with the terms available at <https://www.cision.com/legal/service-appendices/social-listening-service-appendix> to which the Client hereby agrees to be bound.

{Signature page follows}

Signed by each Party's authorized representative.

Cision US Inc.  
DocuSigned by:  
  
C1AEF310E25F40F  
\_\_\_\_\_  
Signature  
  
Nicholas Parrilli  
\_\_\_\_\_  
Printed Name  
  
10/11/2021  
\_\_\_\_\_  
Date

Coastal Mississippi  
  
\_\_\_\_\_  
Signature  
  
K. Brooke Shultz  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Date