

COASTAL MISSISSIPPI SPECIAL-CALL MEETING
December 3, 2020
OFFICIAL MINUTES

The Coastal Mississippi Board met Thursday, December 3, 2020 at 8:30 a.m. at the Mississippi Coast Convention Center located at 2350 Beach Blvd Suite A, Biloxi, MS 39531.

Commissioners Present: Mary Cracchiolo Spain, President; Mark Henderson, Vice President; Rob Stinson, Secretary; Bill Holmes; Clay Wagner; Jim Williams; Kim Fritz; Nikki Moon; Rich Westfall; Richard Marsh

Commissioners Absent: Carla Todd, Treasurer; Brooke Shoultz; Danny Hansen; Rusty David; Shirley Dane

Staff Members Present: Milton Segarra, CEO; Cindy Jo Calvit, Executive Administrative Assistant

Others Present: Hugh Keating, Legal Counsel; Advisory Member Gloria Frey, MS Coast Coliseum and Convention Center; Chaille Munn, Gulfport-Biloxi International Airport

Meeting started off with a Strategic Planning Workshop for the Board of Commissioners.

President Cracchiolo Spain called the meeting to Order at 12:53 p.m.

1. Commissioner Holmes made the motion to approve the agenda as presented. Seconded by Commissioner Moon, the president called the question, with the following results:

Commissioner Dane	Voted ---- A&E	Commissioner Moon	Voted ---- Yes
Commissioner David	Voted ---- A&E	Commissioner Stinson	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Shoultz	Voted ---- A&E
Commissioner Hansen	Voted ---- A&E	Commissioner Todd	Voted ---- A&E
Commissioner Henderson	Voted ---- Yes	Commissioner Wagner	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Westfall	Voted ---- Yes
Commissioner Marsh	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 December 3, 2020.

2. Commissioner Westfall made the motion to attach the Special-Call Meeting notice to the Special-Call Meeting minutes (attached). Seconded by Commissioner Williams, the president called the question, with the following results:

Commissioner Dane	Voted ---- A&E	Commissioner Moon	Voted ---- Yes
Commissioner David	Voted ---- A&E	Commissioner Stinson	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Shoultz	Voted ---- A&E
Commissioner Hansen	Voted ---- A&E	Commissioner Todd	Voted ---- A&E
Commissioner Henderson	Voted ---- Yes	Commissioner Wagner	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Westfall	Voted ---- Yes
Commissioner Marsh	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 December 3, 2020.

3. Commissioner Wagner made the motion to approve the renewal and extension of the Fahlgren Mortine Agreement for twelve (12) months effective October 1, 2020 as was originally intended (attached). Seconded by Stinson, the president called the question, with the following results:

Commissioner Dane	Voted ---- A&E	Commissioner Moon	Voted ---- Yes
Commissioner David	Voted ---- A&E	Commissioner Stinson	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Shoultz	Voted ---- A&E
Commissioner Hansen	Voted ---- A&E	Commissioner Todd	Voted ---- A&E
Commissioner Henderson	Voted ---- Yes	Commissioner Wagner	Voted ---- Yes

Commissioner Holmes	Voted ---- Yes	Commissioner Westfall	Voted ---- Yes
Commissioner Marsh	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 December 3, 2020.

4. Commissioner Marsh made the motion to approve the renewal and extension of the Sparkloft Agreement effective October 1, 2020 as originally intended until the period ending March 31, 2020 (attached).

Seconded by Moon, the president called the question, with the following results:

Commissioner Dane	Voted ---- A&E	Commissioner Moon	Voted ---- Yes
Commissioner David	Voted ---- A&E	Commissioner Stinson	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Shoultz	Voted ---- A&E
Commissioner Hansen	Voted ---- A&E	Commissioner Todd	Voted ---- A&E
Commissioner Henderson	Voted ---- Yes	Commissioner Wagner	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Westfall	Voted ---- Yes
Commissioner Marsh	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 December 3, 2020.

The Board of Commissioners continued with their Strategic Planning Workshop.

The meeting ended at 2:30 p.m.

(Attachments on following pages)

Cindy Calvit

From: Cindy Calvit
Sent: Wednesday, December 02, 2020 5:28 PM
Subject: Coastal Mississippi Special-Call Meeting

The *Coastal Mississippi* Board will hold a Special-Call Meeting on Thursday, December 3, 2020 from 8:00am – 4:00pm for the purpose of :

1. A strategic planning workshop for Coastal Mississippi's Board of Commissioners
2. Consideration of an extension to the Social Media Agreement
3. Consideration of an extension to the Public Relations Agreement

Coastal Mississippi is still practicing social distancing; therefore, we are still asking that the public join via Video Conferencing or Conference Call using the link and/or number below. As a reminder please mute your phone and/or audio so there is no feedback.

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/403370477>

You can also dial in using your phone.

United States: [+1 \(786\) 535-3211](tel:+17865353211)

Access Code: 403-370-477

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/403370477>



Cindy Jo Calvit
Executive Admin Assistant
Coastal Mississippi
228-896-6699
cindyjo@coastalmississippi.com
2350 Beach Blvd., Suite A
Biloxi, MS 39531
coastalmississippi.com

Consulting + Service Agreement

This Consulting and Service Agreement ("Agreement") is made and entered into as of the 1st of October, 2020 (the "Effective Date") by and between:

GoSeeTell Network, Inc. dba Sparkloft Media 601 SW Oak Street Portland, Oregon 97205 (hereinafter referred to as "Consultant")	Coastal Mississippi 2350 Beach Boulevard, Suite A Biloxi, Mississippi 39531 (hereinafter referred to as "Client")
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Consultant and Client may be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Client wishes to engage Consultant to perform certain training, educational, consultation, implementation and/or management services in connection with the use of social media, as described in the Statement of Work attached hereto (the "Services"); and

WHEREAS, Consultant wishes to perform the Services for Client in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises exchanged herein, the receipt and total sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Scope of Engagement.

1.1 Engagement. Client engages Consultant to perform the Services.

1.2 Services. During the term of this Agreement, Consultant will render the Services to Client. The Statement of Work attached hereto is intended to be part of this Agreement and is incorporated herein by this reference.

1.3 Client Responsibilities. In furthering the performance of the Services, Client acknowledges and agrees that Client shall be responsible for performing the following in a reasonable and timely manner: (i) communication to Consultant of administrative, operational and strategic decisions to the extent such decisions effect the performance of the Services; (ii) provision of accurate and complete information, content, and materials requested by Consultant for purposes of performing the Services (collectively, the "Client Content"); and (iii) making its personnel and resources available to Consultant as Consultant deems reasonably necessary to perform the Services. Consultant shall have no responsibility for any delays or increased costs and expenses associated with Client's failure to provide such information.

1.4 Additional Work. Consultant shall perform such additional services as may be described in additional fully executed Statements of Work referencing this Agreement. When signed by Consultant and Client, such additional Statements of Work shall become part of and subject to the terms and conditions of this Agreement. To the extent a Statement of Work contains terms different from or in addition to the terms in the main body of this Agreement, the Statement of Work shall amend this Agreement for purposes of the services to be provided thereunder.

2. Payment.

2.1 Payment Amount. The terms and conditions of payment are specified in the Statement of Work attached to this Agreement. Consultant will provide invoices to Client as specified in the Statement of Work. All invoices are due and payable upon receipt.

2.2 Taxes. Consultant shall be responsible for all federal, state, or local taxes applicable to compensation or payments paid to Consultant under this Agreement and Client shall not be required to withhold any amounts from such compensation or payments to cover Consultant's federal, state, or local tax obligations. Client may, however, withhold such amounts if Consultant is subject to backup withholding but shall not be obligated to Consultant for failure to withhold.

3. Intellectual Property.

3.1 Ownership of Client Intellectual Property. Client retains all right, title and interest in and to the Client Content and all Intellectual Property (as defined in Section 3.3 below) rights pertaining thereto (the "Client Intellectual Property"), but excluding any Consultant Intellectual Property (as defined in Section 3.2 below). Client hereby grants Consultant a nonexclusive, nontransferable, limited right to use the Client Content solely for the purpose of performing the Services and otherwise as set forth herein. All goodwill arising out of Consultant's use of any Client Intellectual Property shall inure solely to the benefit of Client.

3.2 Ownership of Consultant Intellectual Property. Client acknowledges that Consultant owns all right, title and interest in and to all software tools and programs incorporated into the Service, all training materials, manuals, "best practices" or "how to" guides, and similar materials used or supplied by Consultant as part of the Services, and all Intellectual Property rights pertaining thereto, including but not limited to all content, data, technology, software, code, methods and processes used, supplied or posted by Consultant as part of the Services, but excluding any of the foregoing which is unique to Client (the "Consultant Intellectual Property"). All rights not expressly granted to Client hereunder are reserved by Consultant and its licensors. This is not a technology license agreement and, except as provided for in this Agreement, it does not give Client any right to use any proprietary software or hardware technology used by Consultant to provide the Services. Except as expressly granted herein, no license or right to access any source code or object code of any software or to reproduce, display, distribute, perform, or make derivative works based upon the Consultant Intellectual Property are granted or implied by this Agreement. Without limiting the generality of the foregoing, Client shall not (a) modify, port, translate, localize or create derivative works based upon Consultant Intellectual Property; (b) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, techniques or algorithms of the Consultant Intellectual Property by any means

whatsoever, or disclose any of the foregoing; or (c) sell, lease, license, sublicense, copy, market or distribute the Consultant Intellectual Property. The Services are provided only for Client's internal purposes and business operations. Client may not use the Services as a service for any third party. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense, or otherwise distribute, transfer or dispose of the Services, in whole or in part, is granted to Client, except as expressly provided in this Agreement.

3.3 "Intellectual Property" means all rights in, to or arising out of: (i) any proprietary information, know-how, and data, including but not limited to, all proprietary intellectual property rights arising out of common law principles, and (ii) all copyrights, trademark rights or patent rights, and applications therefore in the U.S. and in any foreign country.

4. Confidentiality.

4.1 Confidential Information. Consultant and Client acknowledge that the performance of their respective obligations under this Agreement may require the disclosure of Confidential Information. The term "Confidential Information" shall mean trade secrets, confidential knowledge, data, or any other proprietary information of the disclosing Party and its subsidiaries or affiliated companies. By way of illustration but not limitation, "Confidential Information" includes: (i) inventions, trade secrets, ideas, processes, formulae, data, lists, programs, works of authorship, know-how, improvements, discoveries, developments, designs, and techniques relating to the business or proposed business of the disclosing Party; (ii) information regarding the disclosing Party's plans for research, development, new products and services, marketing and selling, business plans, budgets, licenses, prices and costs, suppliers, customer lists and customers; and (iii) information regarding the skills and compensation of the disclosing Party's employees.

4.2 Obligations Regarding Confidential Information. Consultant and Client agree that Confidential Information shall be used only for the purpose of performing the Parties' respective obligations under this Agreement. Neither Consultant nor Client shall disclose Confidential Information of the other without prior written consent. Confidential Information shall be held in confidence by the Parties and the Parties shall take all measures necessary to prevent Confidential Information from falling into the public domain or into the possession of persons or entities not bound to maintain the confidentiality of Confidential Information. Consultant and Client shall cause each of their respective employees, contractors, and agents to whom Confidential Information is disclosed to be bound by a substantially similar obligation of confidentiality.

4.3 Exceptions. The confidentiality obligations imposed by this Agreement shall not apply to: (i) information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation; (ii) information subsequently and rightfully received by the receiving Party from third parties without any obligation of confidentiality; (iii) information that was known to the receiving Party before the date of this Agreement; (iv) information that is independently developed by the receiving Party without use of or reference to any Confidential Information of the disclosing Party; and (v) information required to be disclosed by compulsory judicial or administrative process or by law or regulation; provided that if Confidential Information is required to be disclosed, the disclosing

Party shall first give the non-disclosing Party notice and shall provide such information as may reasonably be necessary to enable the non-disclosing Party to take action to protect its interests.

4.4 Return of Confidential Information. Consultant and Client acknowledge and agree that upon termination of this Agreement, all items and materials, including any copies, in their possession, custody, or control which contain Confidential Information shall be returned to the Party disclosing such Confidential Information.

5. Term and Termination.

5.1 Term. This Agreement shall remain in effect for a period of six (6) months from the Effective Date, unless earlier terminated as provided for in this Agreement. Thereafter, this Agreement may be renewed by written mutual agreement of the Parties.

5.2 Termination. This Agreement may be terminated as follows:

5.2.1 Termination for Cause. Performance under this Agreement may be suspended or terminated for cause in the event either Party defaults in the performance of any material duties or obligations under this Agreement and the defaulting Party is given the opportunity to cure such default after receipt of written notice of specific deficiencies in the performance. The Party in default shall have five (5) business days after receipt of notice to cure a default of money payment and twenty (20) business days after receipt of notice to cure any other material breach of any duties or obligations under this Agreement.

5.2.2 Termination without Cause. Either Party may terminate this Agreement without cause and for any reason by giving not less than ninety (90) days written notice to the other Party.

5.3 Effect of Termination or Expiration. Upon the termination or expiration of this Agreement, Client shall immediately (i) cease use of the Services, and (ii) pay any outstanding, undisputed amounts due to Consultant hereunder. In addition, each Party shall, within ten (10) days of such termination or expiration, return to the other Party all copies of such other Party's Intellectual Property and Confidential Information and certify in writing to such other Party that no copies of such Intellectual Property and Confidential Information have been retained by it or have been destroyed.

6. Warranties and Limitation of Liability.

6.1 Consultant's Representations and Warranties. Consultant represents and warrants to Client that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel in accordance with applicable professional standards. To the extent the Services provided by Consultant are advisory, no specific result is assured or guaranteed. To the extent the Services provided by Consultant include the management of social media applications (by way of illustration, Facebook, Twitter, LinkedIn, etc.), Consultant expressly disclaims any and all liability with respect to posted content (whether or not posted by Consultant or by third parties) except to the extent Consultant has acted intentionally in violation of known intellectual property rights, rights of privacy or publicity, or any other such rights.

6.2 Client's Representations and Warranties.

(a) Consultant and Client acknowledge that in the course of performing the Services, Client may furnish Consultant with text, graphics, photos, designs, trademarks, artwork or other content for use by Consultant. Client represents and warrants that Client owns or has permission from the rightful owner to use each of these elements, and that none of these elements infringe on any copyright, patent, trademark, trade secret, right of privacy or publicity, or other proprietary right of any third party. Client assumes all risks with respect to the use or inclusion of such elements as part of the Services performed by Consultant.

(b) Client further represents and warrants that the provision by Client to Consultant of any customer data or any other data or information provided by Client to Consultant during the term, such as customer e-mail addresses or other personally identifiable information, shall not violate the privacy rights of any customer or other third party and that the performance by Consultant of any of the Services through the use of such data shall not violate any privacy rights, rules or regulations. Each person whose e-mail addresses or other personally identifiable information are provided to Contractor by Client: (i) has been given notice by Client of Client's information and privacy practices in accordance with all applicable federal and state statutes, rules and regulations; (ii) has been given a choice with respect to the use by Client of such information; (iii) has been given access to information collected about such person; and (iv) is properly characterized as an "opt-in" recipient by his, her or its agreement with Client to receive information and advertising content from Client, and has not notified Client of his, her or its desire not to receive information or advertising content from Client (i.e., no such person has "opted-out" of the receipt of information or advertising with respect to Client or Client's products or services). Client assumes all risks with respect to the use by Contractor of all customer e-mail addresses or other personally identifiable information supplied by Client in the performance by Consultant of any of the Services.

6.3 Copyrights & Trademarks. The Client owns copyright to the finished assembled work produced by Consultant. Consultant will retain the right to display the work in their portfolio and to make reference to the past or ongoing client relationship verbally or in writing at Consultants discretion.

6.4 Disclaimer. EXCEPT AS PROVIDED IN SECTION 6.1 ABOVE, THE SERVICES ARE PROVIDED "AS IS" AND CONSULTANT SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

6.5 Limitation of Liability. CONSULTANT'S MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CLIENT FOR THE SERVICES FROM WHICH THE CLAIM AROSE. IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY CIRCUMSTANCES ASSOCIATED WITH THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING THE STATEMENT OF WORK) EVEN IF CONSULTANT IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

7. Indemnity.

7.1 Consultant's Duty to Indemnify. In consideration of the mutual promises set forth herein, Consultant hereby promises and agrees to indemnify,

defend, and hold harmless Client and each present and future shareholder, director, officer, employee, and authorized representative of Client, from any and all claims, actions, proceedings, liabilities, losses, damages, penalties, fines, costs and expenses of every kind, including attorneys' fees and legal costs, resulting from or arising from: (a) a breach of Consultant's representations or warranties set forth in this Agreement; or (b) Consultant's gross negligence or willful misconduct.

7.2 Client's Duty to Indemnify. In consideration of the mutual promises set forth herein, and to the extent permitted by Mississippi law, Client hereby promises and agrees to indemnify, defend, and hold harmless Consultant and each present and future shareholder, director, officer, employee, and authorized representative of Consultant, from any and all claims, actions, proceedings, liabilities, losses, damages, penalties, fines, costs and expenses of every kind, including attorneys' fees and legal costs, resulting from or arising from: (a) a breach of Client's representations or warranties set forth in this Agreement; (ii) the use by Consultant of any text, graphics, photos, designs, trademarks, artwork or other content furnished by Client to Consultant in the course of performing the Services; (iii) the use by Consultant of any e-mail addresses, customer end user information, personally identifiable information or other information furnished by Client to Consultant in the course of performing the Services; (iv) damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this Agreement or conditions created thereby; (v) invasion of any privacy rights or rights of publicity by Client; or (vi) the violation by Client of any statute, ordinance, or regulation in connection with the performance of this Agreement.

8. General.

8.1 Independent Contractor Status. Consultant is an independent contractor for Client, and neither Consultant nor any person assigned by Consultant to perform services for Client shall be considered an employee, partner, or agent of Client for any purpose.

8.2 Agreement Authorization. Both Parties have full power and authority to enter into and perform this Agreement, and the representatives signing this Agreement on behalf of the Parties have been previously authorized and empowered to enter into this Agreement.

8.3 Legal and Equitable Remedies. Due to the risk of irreparable harm associated with any breach of this Agreement, the Parties acknowledge and agree that this Agreement and any of its provisions may be enforced by way of injunction, specific performance, or other equitable relief and without prejudice to any other rights and remedies.

8.4 Force Majeure. Neither Party will be considered to be in default of this agreement as a result of events beyond their reasonable control. For purposes of this Agreement, such acts shall include, but are not limited to, acts of God, catastrophe, war, terrorist activities, strikes or other "force majeure" events beyond the Parties' reasonable control. Consultant will not be considered to be in default of this Agreement as a result of the death or disability of a key member of Consultant.

8.5 Notices. Any notices required or permitted hereunder shall be given to the appropriate Party in writing at the address specified on the first page of this Agreement. Notice shall be deemed given upon personal delivery to the

appropriate address or if sent by certified or registered mail, three days after the date of mailing.

8.6 Merger and Modification. This Agreement sets forth the entire agreement and understanding between Client and Consultant, and supersedes and merges all prior discussions between the Parties relating to the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Party to be charged. Any subsequent change or changes in Consultant's duties or compensation will not affect the validity or scope of this Agreement.

8.7 Survival. Sections 3, 4, 5.3, 6, 7 and 8 of this Agreement shall survive the termination or expiration of this Agreement.

8.8 Severability. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

8.9 Assignment. Neither Consultant nor Client may assign any of its rights or delegate any of its duties under this Agreement to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement to any affiliate of that Party or to a successor to its business (whether by purchase or otherwise). Further, unless authorized by Consultant, Client may not resell the Services to third parties or allow third parties to use the Services to act as a seller of goods or services.

8.10 Waiver. No waiver of any breach or default hereunder shall be valid unless in writing and a waiver in any one instance shall not constitute a waiver of any subsequent breach or default.

8.11 Headings. The headings herein are provided for convenience of reference only and shall have no legal effect in the interpretation of the terms hereof.

8.12 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to conflicts of law principles. Venue to resolve any dispute related in any way to this Agreement shall lie in the state and federal courts located within Harrison County, Mississippi, and the Parties agree to submit to the personal jurisdiction of those courts.

8.13 Attorneys' Fees. In the event of a dispute related in any way to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, court costs, expert witness fees, and other reasonable out-of-pocket expenses incurred in the preparation and presentation of that Party's claim or defense.

8.14 Counterparts. This Agreement may be signed in counterparts. A fax transmission of a signature page will be considered an original signature page. At the request of a Party, the other Party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Sparkloft Media "Consultant"

By:

Name:

Title:

Date:

Coastal Mississippi "Client"

By: Milton Segarra
Milton Segarra (DEC 15, 2020 14:31 CST)

Name: Milton Segarra

Title: CEO

Date: Dec 15, 2020

Contract #: **CMGC-201001**

Statement of Work

Project Name: Social Media Retainer FY 2021

Project Start Date: January 1st, 2021

Project End Date: March 31st, 2021

Contract #: CMGC-201001

SOW #: MGC-210101

1. Overview. This Statement of Work ("SOW") is made pursuant to the Consulting and Services Agreement ("CSA") between Sparkloft Media ("Consultant") and the client identified below ("Client"). This Statement of Work is part of and incorporated into the CSA and incorporates all of the terms and conditions of the CSA except where otherwise set forth in this Statement of Work.

This scope will cover the social media retainer between Sparkloft and Coastal Mississippi. This agreement shall govern work provided by Consultant for Client between the Effective Date and March 31st, 2021. Additional months may be added on to the scope at a later time as a continuation of the fiscal retainer until September 30th, 2021.

2. Compensation. In consideration of all services to be rendered by Consultant to Client, Client will pay to Consultant **\$20,790** for all work completed on behalf of Client from the Effective Date through the termination of this Agreement. Any changes to the scope of the Statement of Work may result in additional charges and fees at the discretion of Consultant. The offer (deliverables and cost) presented in this Statement of Work shall expire if not signed within thirty (30) days after being received by Client.

3. Payment. Consultant will send Client monthly invoices at the beginning of each month for the duration of this agreement. All expenses will be billed on actuals on a monthly basis.

All invoices are due and payable upon receipt. If Client does not pay the full balance of an invoice thirty (30) days from its issuance, Client shall be granted a ten (10) day grace period (the "Grace Period"). Once the Grace Period has elapsed, the principle balance of the invoice will accumulate interest at the rate of 1.5% monthly (18% annually) compounded continuously.

4. Associated Costs. Client shall be responsible for all associated costs, including travel costs, incurred by Consultant on behalf of Client. Associated costs and fees will be included in invoices to be paid by Client. Client shall be notified and approve of any/all associated costs and travel costs prior to Consultant committing to these expenses for associated costs.

5. Services and Deliverables. Consultant shall perform the following services:
ACCOUNT SERVICING

- Account management, including day-to-day communication with client, scope oversight, weekly calls, updates and approvals

STRATEGY + CONTENT

- Playbook refresh, quarterly strategy planning and ideation, day-to-day strategy and tactics consultation
- Content development, strategy and tactics for new Pinterest and Spotify platforms
- Copy for new organic platforms and all paid platforms

TRAVEL TRADE PROGRAM

- Strategy and Twitter platform copywriting, content, community management and paid media

6. Services Investment.

Service	Total Cost
Monthly Social Media Services (3 months)	\$20,160
Reporting Tools	\$630
Total Services	\$20,790

7. Estimated Expenses. Consultant will provide estimate campaign expenses prior to purchase. Items are subject to change upon actuals and will be billed at actual costs upon completion.

Other services will be provided as mutually agreed upon between Client and Consultant.

8. Compatibility. Browser compatibility: Browser support in accordance with the current industry standard: IE9-11, Chrome, Firefox, Safari. Mobile compatibility: mobile-accessible (users will be able to access the tab/application on mobile. By default, Facebook tabs/apps don't open on mobile, so a special setup is required. Note that the design/layout will be the same as the ones for desktop, we will not provide different designs/layout for mobile). Standard: IE9-11, Safari, FF, Chrome. iOS 6, 7 + Android 4.0 and up.

9. Changes. Should a Party wish to change the features, scope, or any other material term or requirement of the Statement of Work, that Party shall provide written notice to the other, in the form of a change order request (the "Change Order") referencing this Agreement and setting forth the specific changes to the Statement of Work requested. The Change Order shall amend the Statement of Work pursuant to its terms upon execution by both Parties. In addition:

- Client and Consultant acknowledge and agree that failure to act on and resolve a Change Order by a mutually agreed upon deadline may have consequences to the project, including potential increases to cost and schedule.
- Change Request resolution is the joint responsibility of Client and Consultant project leaders. These individuals are authorized to negotiate,

approve and/or decline Change Orders, including all related cost estimates.

- Consultant will maintain copies of all approved Change Orders. Change orders will also be tracked and made available until such time as sixty (60) days after completion of the project.

**Sparkloft Media
"Consultant"**

**Coastal Mississippi
"Client"**

By:

By: Milton Segarra
Milton Segarra (DM 15, 2020 14:57 CST)

Name:

Name: Milton Segarra

Title:

Title: CEO

Date:

Date: Dec 15, 2020

SOW #: **MGC-210101**

Statement of Work

Project Name: Media FY 2021

Project Start Date: January 1st, 2021

Project End Date: March 31st, 2021

Contract #: CGMC-201001

SOW #: MGC-210101M

1. Overview. This Statement of Work ("SOW") is made pursuant to the Consulting and Services Agreement ("CSA") between Sparkloft Media ("Consultant") and the client identified below ("Client"). This Statement of Work is part of and incorporated into the CSA and incorporates all of the terms and conditions of the CSA except where otherwise set forth in this Statement of Work.

This scope will cover paid media as well as media planning, targeting and optimization for Coastal Mississippi. This agreement shall govern work provided by Consultant for Client between the Effective Date and March 31st, 2021. Additional months may be added on to the scope at a later time as a continuation of the fiscal retainer until September 30th, 2021.

2. Compensation. In consideration of all services to be rendered by Consultant to Client, Client will pay to Consultant **\$46,474** for all work completed on behalf of Client from the Effective Date through the termination of this Agreement. Any changes to the scope of the Statement of Work may result in additional charges and fees at the discretion of Consultant. The offer (deliverables and cost) presented in this Statement of Work shall expire if not signed within thirty (30) days after being received by Client.

3. Payment. Consultant will send Client monthly invoices at the beginning of each month for the duration of this agreement. All expenses will be billed on actuals on a monthly basis.

All invoices are due and payable upon receipt. If Client does not pay the full balance of an invoice thirty (30) days from its issuance, Client shall be granted a ten (10) day grace period (the "Grace Period"). Once the Grace Period has elapsed, the principle balance of the invoice will accumulate interest at the rate of 1.5% monthly (18% annually) compounded continuously.

4. Associated Costs. Client shall be responsible for all associated costs, including travel costs, incurred by Consultant on behalf of Client. Associated costs and fees will be included in invoices to be paid by Client. Client shall be notified and approve of any/all associated costs and travel costs prior to Consultant committing to these expenses for associated costs.

5. Services and Deliverables. Consultant shall perform the following services:
MEDIA BUYING

- Media planning, targeting and optimization

6. Media Investment.

Platform	Total Cost
Facebook + Instagram Media Spend	\$23,500
Twitter Media Spend	\$1,802
LinkedIn Media Spend	\$5,666
Pinterest Media Spend	\$6,477
Spotify Media Spend	\$4,049.64
Media Management Fee	\$4,979.36
Total Media Spend	\$46,474

7. Estimated Expenses. Consultant will provide estimate campaign expenses prior to purchase. Items are subject to change upon actuals and will be billed at actual costs upon completion.

Other services will be provided as mutually agreed upon between Client and Consultant.

8. Compatibility. Browser compatibility: Browser support in accordance with the current industry standard: IE9-11, Chrome, Firefox, Safari. Mobile compatibility: mobile-accessible (users will be able to access the tab/application on mobile. By default, Facebook tabs/apps don't open on mobile, so a special setup is required. Note that the design/layout will be the same as the ones for desktop, we will not provide different designs/layout for mobile). Standard: IE9-11, Safari, FF, Chrome. iOS 6, 7 + Android 4.0 and up.

9. Changes. Should a Party wish to change the features, scope, or any other material term or requirement of the Statement of Work, that Party shall provide written notice to the other, in the form of a change order request (the "Change Order") referencing this Agreement and setting forth the specific changes to the Statement of Work requested. The Change Order shall amend the Statement of Work pursuant to its terms upon execution by both Parties. In addition:

- Client and Consultant acknowledge and agree that failure to act on and resolve a Change Order by a mutually agreed upon deadline may have consequences to the project, including potential increases to cost and schedule.
- Change Request resolution is the joint responsibility of Client and Consultant project leaders. These individuals are authorized to negotiate, approve and/or decline Change Orders, including all related cost estimates.
- Consultant will maintain copies of all approved Change Orders. Change orders will also be tracked and made available until such time as sixty (60) days after completion of the project.

**Sparkloft Media
"Consultant"**

By:

Name:

Title:

Date:

**Coastal Mississippi
"Client"**

By: Milton Segarra
Milton Segarra (DEC 15, 2020 14:37 CST)

Name: Milton Segarra

Title: CEO

Date: Dec 15, 2020

SOW#: MGC-210101M



FAHLGREN MORTINE

Statement of Work

This Statement of Work made effective as of October 1, 2020, by and between FAHLGREN INC. (dba Fahlgren Mortine) with its principal office located at 4030 Easton Station, Suite 300, Columbus, OH 43219 ("Agency") and Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi, with its principal office located at 2350 Beach Blvd., Suite A, Biloxi, MS 39531 ("Client"). Client and Agency may each be referred to herein as a "Party" and collectively, the "Parties".

1. Interpretation and Construction

- a) The Parties confirm that the Terms and Conditions (Exhibit A) shall govern the relationship between the Parties. The start date for this Statement of Work shall be 10/1/2020 and will last 12 months, extending the prior Statement of Work as was originally intended by the Client.

2. The Services

Fahlgren Mortine will work under a monthly contract representing approximately 42 hours of service for the purposes of media relations support and strategic counsel. Additional projects beyond this scope of work will be estimated and approved in advance of incurring charges.

3. Primary Contacts

Agency Contact:	Heather Sheppard	Client Contact:	Milton Segarra, CEO
	Fahlgren Mortine		Coastal Mississippi
	4030 Easton Station, Suite 300		2350 Beach Blvd., Suite A
	Columbus, OH 43219		Biloxi, MS 39531
	614-383-1628		228-280-3132
	heather.sheppard@fahlgren.com		milton@coastalmississippi.com

4. Fees

Monthly fee of \$5,500 at a fixed rate of \$150/hour, plus an additional five hours of "invested" time each month for a total of 42 hours.

Estimates are assumed to be accurate within +/- 10% and do not include sales tax (which will be billed over and above the estimated costs) unless Client files an appropriately completed tax-exempt certificate with Agency. Estimates are based on normal industry timetables and request for rush service may increase cost.

Client to send payments to: Accounts Receivable
4030 Easton Station, Suite 300
Columbus, OH 43219

WHEREFORE, the parties hereto have caused this Statement of Work to be executed by their duly authorized representatives.

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

By: _____

Name: _____

Title: _____

Fahlgren, Inc.

By: _____

Name: Brent L Holbert

Title: Chief Financial Officer



FAHLGREN MORTINE

Exhibit A - Standard Terms and Conditions

Fee Compensation. Fees generally include hourly charges for ongoing services rendered by Agency personnel at Agency's standard hourly billing rates that may be adjusted from time to time by Agency, but not more frequently than annually. Fees are based on time worked, multiplied by hourly rates over the period services are performed. Agency charges for all time devoted to Client services and include, but are not limited to: meetings and telephone conferences with Client and others relevant to projects; correspondence; travel time; and internal Agency meetings and discussions related to client work. Agency and Client agree to review and adjust fees on a regular basis, and at least annually.

Non-Fee Compensation. Agency shall be compensated on a project basis for any services provided on a fixed fee or other non-fee compensation basis that Client approves.

Invoices. Agency shall prepare and issue all non-media invoices for services at the beginning of each month for services provided in the previous calendar month, unless Client has agreed to be invoiced in advance, for a flat fee or on another basis.

Billing Policies. Unless Client objects to any invoice by written notice to Agency within 30 days after the invoice date, the invoice shall be final and binding on Client. Standard payment terms are net 30 days. Applicable taxes will be charged on all invoices unless Client files an appropriately completed tax-exempt certificate with Agency. In the event of Client's delinquency in payment or other impairment of Client's creditworthiness, Agency may change the terms of payment. Delinquent balances may be assessed an interest charge of 1½% per month.

Media Billing. Agency does not finance Client's media advertising for obligations which are non-cancelable. Agency will bill Client for time and space so that payment is received before Agency is obligated for the amount involved.

Production Billing. Client will issue partial payment to Agency equal to one-half (½) total cost for all jobs in excess of \$5,000, based on Client-approved estimated cost. When jobs are completed, final billing will be rendered detailing actual costs and, if applicable, reflecting the initial partial payment.

Sequential Liability. In placing Client's advertising with various media, Agency may contract with such media on the basis of "sequential liability" pursuant to which Agency will be solely liable for payment to the extent that proceeds have cleared from Client to Agency prior to the payment deadline for advertising published or broadcast in accordance with the media contract. As advertiser, Client will remain solely liable for sums owing for space or time for which cleared funds were not timely received by Agency relating to such advertising. If Client does not use all of the space or facilities for which Client originally authorized Agency to contract by written approval of a media estimate, and if a higher "short rate" results, Agency will invoice Client for the additional amount due by reason of the rate differential.

Administrative Fee. Agency shall bill a 2% Administrative Fee to Client on each invoice to provide for the proper day-to-day management of Client's account, which shall include the following services: copy and print charges; telephone, fax, photocopy, video/film and tape storage charges; postage; document storage charges; account administrative services, such as preparation of Client invoices, issuing vendor payments, compliance and contract administration; courier and delivery charges. The 2% Administrative Fee shall be based only on the charges for the services specified on each Client invoice and do not apply to Outside Purchases (as defined below) for travel pre-approved by Client.

Direct Cost Reimbursement. If no Administrative Fee is charged, Client shall reimburse Agency for the actual cost of all agency direct costs otherwise subject to the 2% Administrative Fee (outlined above in the preceding paragraph) incurred in providing services, including, but not limited to reasonable Client pre-approved travel costs (mileage, airfare, meals, lodging, parking, taxis, etc.).

Outside Purchases. All purchases of third-party goods or services made on Client's behalf shall be estimated in advance, subject to a commission of 17.65% on the net cost of such purchases, and billed directly to Client. Examples of outside purchases include, but are not limited to: clipping, distribution and wire services; photography and cinematography; legal services authorized by Client; audio and video recording, duplication and talent fees; proofs; art services provided by sources outside the Agency; all media; special purchases made on Client's behalf by Agency for which orders are placed and billed through Agency.

Commission Rates. Unless otherwise specifically set forth in a Statement of Work, Agency shall be compensated for any media buying requested and pre-approved in writing by Client at a commission rate equal to 7.5% of the gross media buy.

Taxes. All local, state and federal taxes levied on materials and services purchased by Agency on Client's behalf shall be billed to Client in the month immediately following the month such taxes have been levied.

Warranty. Notwithstanding any other terms that may apply, Agency warrants that services will be provided in a professional and workmanlike manner and that its personnel have the required skills and experience to perform them. The parties specifically agree that the warranties in this paragraph are in lieu of all other warranties, whether express or implied.

Accuracy of Client Content. Client assumes sole responsibility for: (a) acquiring any authorizations necessary for hypertext links to third-party web sites, (b) ensuring the accuracy of materials and content Client provides to Agency, and (c) ensuring the content Client provides and any trade name(s), trademark(s) or service mark(s) Client adopts will not infringe or violate the rights of any third party.

Permissions. Client will secure and bear all costs for any rights, licenses, clearances, releases or other permissions needed to use the material Client provides to Agency, including images of Client's employees. Except for the material Client provides, Agency shall secure any rights, licenses, clearances, releases or other permissions needed to use documentation, designs, graphics, images, text, materials, scripts, software, elements and features provided by Agency, including but not limited to images of persons, photography, icons and software needed to perform services under this agreement.

Liability and Indemnity. Agency agrees to exercise all reasonable precautions in the examination of all material prepared or used by Agency on Client's behalf to avoid any actions, suits or other proceedings against either or both Agency or Client. To the extent allowed under Mississippi law, Client will hold Agency harmless with respect to, and pay any attorneys' fees it incurs in connection with, any Claims (as defined in the Insurance paragraph below), arising out of product representations or other materials supplied by or through Client to Agency or approved by Client for inclusion in Client's advertising, publicity or promotion of any kind.

Upon assertion of a claim or commencement of a suit or proceeding by a third party that may give rise to liability of an indemnifying party, the indemnified party shall promptly notify the indemnifying party of the existence of such a claim and shall give the indemnifying party reasonable opportunity to settle the claim with its own counsel at its own expense. The indemnified party shall at all times have the right to participate in such defense at its own expense and shall not be obligated to participate in any settlement which it reasonably believes would have an adverse effect on its business. The parties agree to assist each other as may reasonably be requested in order to ensure a proper and adequate defense. An indemnified party shall not settle any claim without the prior written consent of the indemnifying party.

Insurance. Agency carries an "Advertising Agency Special Perils Policy" that protects Agency and Client up to the limits of this policy with respect to Agency's advertising, publicity or promotion of any kind of Client's products or services or Agency's services rendered or that should have been rendered by Agency in the development, placement or exhibition of advertising from claims, demands and actions pertaining to the following, except to the extent such claims arise from information or materials provided by or through Client ("Claims"): (a) any form of defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct; (b) any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness; (c) false arrest, detention or imprisonment or malicious prosecution, wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy; (d) infringement of title, slogan, trademark, trade name, trade dress, service mark or service name; (e) infringement of copyright, plagiarism, piracy or misappropriation of ideas under implied contract; or (f) unfair competition, dilution, deceptive trade practices, civil actions for consumer fraud, false advertising or misrepresentation in advertising, and claims under Section 43(a) of the Lanham Act (federal trademark statute) or similar state statutes. This policy protects Client if Agency does agree to hold Client harmless against any such Claims up to the amount of the policy limit, and Agency, therefore, does so agree. This policy does not cover the following possible areas of liability: (i) claims for Client's products which are dishonest, fraudulent or criminal, (ii) theft or disclosure of Client's trade secrets or other proprietary rights, (iii) third party's trademarks, and (iv) infringement of patents.

Termination. Unless otherwise expressly provided, this agreement will continue until terminated by either party by giving ninety (90) days advance notice in writing to the other party. During such notice period, Agency rights, duties and responsibilities shall continue, and Agency is entitled to all its normal compensation hereunder for all services and on all media that runs to the end of the notice period. The definition of "runs" shall be the closing date in the case of print media, the air date in the case of broadcast media and the posting date in the case of outdoor advertising. After expiration of the stated notice period, Agency shall receive its share of compensation, if any, on short-rate bills and shall add back its share of commissions, if any, to refunds made by media by reason of earning a lower rate.

Talent Contracts, if any. Any non-cancelable contract or commitment made on Client's authorization and still existing at the termination of this agreement shall be carried to completion by Agency and paid for by Client, unless mutually agreed in writing to the contrary, in accordance with the provisions of this agreement. Any materials or services Agency has committed to purchase for Client (or any uncompleted work previously approved by Client either specifically or as part of a plan), shall be paid for by Client, and Agency shall receive applicable compensation therefor.

Any contract Agency has entered into with talent to perform in Client's advertising shall, simultaneously on the effective date of such termination, be automatically assigned to Client, and Client shall assume all of the rights and obligations under the contract, and Agency shall be relieved of any further responsibility or liability. To the extent allowed under Mississippi law, Client shall defend and indemnify Agency against any loss or expense, including reasonable attorneys' fees and costs, that Agency may incur as a result of a claim by talent or a third party, arising after the assignment of the contract.

Transfer of Property and Materials. Upon termination, provided there is no outstanding amount owed by Client to Agency, Agency shall transfer, assign and make available to Client or its representative, all property and materials in Agency's possession or control belonging to Client, including any copy, artwork, plates or other physical embodiment of creative work relating to any such property and material which may be in Agency's possession at termination of this agreement, provided however, that Client grants Agency the right to use such property and material solely for purposes of marketing or promoting Agency and its services.

Agency will cooperate in transferring, with approval of third parties in interest, all reservations, contracts and arrangements with advertising media or others, for advertising space or materials yet to be used and all related rights and claims after Agency has been released from such obligations, provided that Client shall assume liability for any contracts made by Agency that cannot be assigned or canceled in accordance with the terms of this agreement on Client's behalf prior to termination. Agency shall retain all rights to any advertising materials which are produced in finished form prior to the effective termination of this agreement until full payment is received. Agency will proceed promptly to complete production of unfinished materials during the stated notice period. Upon termination, any advertising, merchandising, packaging, plan or idea prepared by Agency and submitted to Client (whether submitted separately or as part of other material) for which Client has paid, whether or not Client elected to utilize the same and any unproduced advertising materials shall remain Client's property, and shall be provided to Client within fifteen (15) days of all valid invoices being paid by Client.

Agency is Not Responsible for Default of Others. Agency shall take reasonable precautions to safeguard Client's property entrusted to Agency's custody or control, but in the absence of gross negligence or willful disregard of Client's property rights, Agency will not be responsible for loss, damage, destruction or unauthorized use of Client's property. Agency will guard against any loss to Client through failure of media or suppliers to properly execute their commitments, but Agency will not be responsible for their failure. In no event is Agency responsible to Client for the defaults of material and service suppliers, owners of media or any other person or third party that is not Agency's employee or agent.

Confidential Information. Agency and Client agree to keep in confidence and not to disclose or use for its own benefit or the benefit of any third party (except as may be required for the performance of services or as may be required by law), any information, documents or materials which are identified by a party, at the time that they are made available, to be proprietary or confidential and are marked as such, provided however that such obligation shall not extend to any information, documents or materials that become publicly available without breach of this provision and provided further that such obligations shall expire upon the third (3rd) anniversary of the effective date of termination of this agreement.

Examination of Records. Client may, after reasonable prior notice, examine the Agency's records or files relating to the ordering and payment of any materials and services billed to Client during normal business hours at those locations where the records are regularly maintained.

Talent Codes and Contracts. Agency will indemnify and hold Client harmless against any loss, including attorney fees and costs, Client may sustain resulting from any claim, suit or proceeding made or brought against Client as a result of Agency's work on behalf of Client in the production of commercials when such claim, suit or proceeding arises out of Agency's obligations under the applicable codes or contracts relating to the production of commercials. Client will indemnify and hold Agency harmless against any loss, including attorney fees and costs, Agency may sustain resulting from any claim, suit or proceeding made or brought against Agency for use of any commercials provided to Agency by Client or Client dealers, or anyone else, when such claim, suit or proceeding arises out of Client's obligations under the applicable codes or contracts relating to the production of commercials. Agency's duty to indemnify Client, and Client's duty to indemnify Agency, attach to all commercials produced or media placed and shall survive the termination of this agreement.

Non-solicitation. At any time while Agency is providing services to Client and for one (1) year thereafter, Client agrees that it shall not, without the prior written consent of Agency, (a) directly or indirectly solicit for employment any person employed or retained by Agency (including, without limitation, as an employee, Independent contractor or agent known to be engaged by Agency) with whom Client had contact while Agency was providing services or (b) knowingly solicit, entice or persuade or attempt to solicit, entice or persuade any employee of Agency to terminate his or her employment with Agency for any reason. Agency will suffer irreparable damage and continuing injury if this provision is breached or threatened to be breached. Client acknowledges that, in the event of a breach or threatened breach, Client shall be obligated to pay Agency, as liquidated damages and not as a penalty, an amount equal to fifty percent (50%) of the Agency employee's current annual compensation (inclusive of bonuses and commissions), unless otherwise agreed to in writing by Client and Agency.

Miscellaneous. The provisions of any agreement, SOW and these terms and conditions constitute the entire agreement of the parties concerning the relations and agreements of Agency and Client. It is agreed that neither party shall have the right to, orally or in writing, modify the terms of this agreement, unless the modifications, changes or additions have been executed as an amendment to this agreement by the proper officers of each party in the same manner as the above provisions were agreed upon. This agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. This agreement may not be assigned or transferred in whole or in part by operation of law or otherwise by either Party without the other Party's prior written consent.