

COASTAL MISSISSIPPI BOARD MEETING

October 28, 2021

OFFICIAL MINUTES

The Coastal Mississippi Board met Thursday, October 28, 2021 at 3:00 p.m. at Coastal Mississippi located at 2350 Beach Blvd., Suite A, Biloxi, MS 39531.

Commissioners Present: Brooke Shoultz, President; Ann Stewart; Bill Holmes; Blaine LaFontaine; Greg Cronin; Jackie Avery, Jr., Janet McMurphy; Jerry St. Pé (via phone); Jimmie Ladner; Kim Fritz; Nikki Moon

Commissioners Absent: Jim Williams, Treasurer; Richard Marsh, Secretary; Danny Hansen; Rusty David

Staff Members Present: Pam Tomasovsky, Interim Executive Director; Cindy Jo Calvit, Executive Administrative Assistant; Anna Roy, Interim Director of Communications & Engagement; Karen Conner, Director of Marketing; Zach Holifield, Director of Leisure Business Development

Others Present: Hugh Keating, Legal Counsel; Coastal Mississippi Advisory Members: Chaille Munn, Gulfport-Biloxi Regional Airport Authority; Gloria Frey, Mississippi Coast Coliseum & Convention Center, Larry Ahlgren, Gulf Islands Waterpark; Mike Davis, IP Casino Resort Spa and Susan Perkins, MS Restaurant Association (via phone); Mary Perez, Sun Herald (via phone)

President Shoultz called the meeting to Order.

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

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- A&E
Commissioner David	Voted ---- A&E	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- A&E	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

2. Commissioner McMurphy made the motion to approve the meeting minutes from the September 30, 2021 Coastal Mississippi Board Meeting with the following changes (attached):
 - Item #3: Revised Wording: 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 on 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 motion.
 - Item #15: After \$5,000 add: to reimburse 50% of out of market (non-local) advertising.
 - Item #17: Delete "up to".
 - Item #26: Beginning of second paragraph delete "Commissioner Williams and Commissioner Marsh rescinded their previous motions and".
 - Item #28: Change "Incentive Bonus" to "Performance Incentive".
 - Item #40: After "open positions" add "with changes" and delete "as presented".

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

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- A&E
Commissioner David	Voted ---- A&E	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- A&E	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

4. Commissioner Fritz made the motion to approve the meeting minutes from the October 14, 2021 Coastal Mississippi Special-Call Meeting as presented (attached). Seconded by Commissioner Avery, Jr.. The president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

5. President's Report:

- Introduction of New Commissioners: Blaine LaFontaine, Greg Cronin & Jerry St. Pé
- Recognized and welcomed Advisory Members and Guests
- Discussion on reviewing resumés for Executive Director, Director of Sales & Director of Communications and Engagement
 - Each Search Committee Member pick top five candidates and bring those to the Search Committee Meeting when scheduled.

6. Commissioner Stewart made the motion to approve the Committee Appointments for the new Commissioners:

- Marketing Committee: Blaine LaFontaine & Greg Cronin
- Sales Committee: Jerry St. Pé

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

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

7. Commissioner Holmes made the motion to approve changing the Coastal Mississippi Board Meeting dates to the following due to Thanksgiving and Christmas holidays:

- Thursday, November 18, 2021 • Thursday, December 16, 2021

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

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

8. Commissioner Fritz made the motion to approve hiring a Destination Services Executive. Seconded by Commissioner Ladner. The president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

9. President Shoultz gave a financial report, including Occupancy Tax History.

10. Commissioner Holmes made the motion to approve the Financial Statements as of September 30, 2021. Seconded by Commissioner Fritz, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

11. Commissioner Fritz made the motion to ratify the check/EFT disbursements on Operating Account totaling \$396,420.34. the check/EFT. Seconded by Commissioner McMurphy, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

12. Commissioner McMurphy made the motion to ratify the check/EFT disbursements on the Grant Account totaling -\$2,694.45. Seconded by Commissioner Fritz, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

13. Commissioner Fri made the motion to ratify the expenses paid by credit card totaling \$12,390.09. Seconded by Commissioner McMurphy, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

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

15. Commissioner Holmes made the motion to approve the MMGY Paid Social Media Plan for FY22
Seconded by Commissioner McMurphy, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

16. Commissioner McMurphy made the motion to approve the Peter Mayer Media Plan for EDA Funds as presented. Seconded by Commissioner Stewart, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

17. Commissioner McMurphy made the motion to approve the Signature Event- Mississippi Gulf Coast Marathon for \$25,000. Seconded by Commissioner Holmes, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

18. Commissioner Holmes made the motion to approve the Travel South USA: Hotelbeds Co-Op Campaign and Agreement as presented (attached). Seconded by Commissioner Avery, Jr., the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

19. Commissioner Ladner made the motion to approve the Visit Mississippi: Expedia Co-Op Campaign and Insertion Order as presented (attached). Seconded by Commissioner Holmes, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

20. A Special-Call Meeting will be scheduled for Peter Mayer Advertising to present the findings of a Qualitative Research Report.

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

22. Commissioner McMurphy made the motion to approve the FY22 Goals for the Group Sales and Motorcoach staff as presented (attached). Seconded by Commissioner Stewart, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

23. Commissioner Holmes made the motion to approve the EDA Grant Budget for the Sales Department. Seconded by Commissioner Stewart, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

24. Commissioner McMurphy made the motion to approve the Group Incentive Requests for the following:

- YBOA Girls National Championship
 - July 2023, 2026 and 2029
 - Up to \$10,000 per year
- YBOA Super National Qualifier
 - May 2022, 2023 and 2024
 - Up to \$3,000 per year

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

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

25. Commissioner Ladner made the motion to ratify the Beau Rivage Legislative FAM Agreements (attached). Seconded by Commissioner Avery, Jr., the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- A&E
Commissioner David	Voted ---- A&E	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- A&E	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

26. Commissioner Holmes made the motion to approve the Golden Nugget Rooms Agreement for a Brazilian FAM taking place December 3 – 5, 2021 as presented (attached). Seconded by Commissioner Ladner, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- A&E
Commissioner David	Voted ---- A&E	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- A&E	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

27. Commissioner Holmes made the motion to approve the Gulfport-Biloxi Regional Airport Authority Co-Op Agreement for Benefits as presented (attached). Seconded by Commissioner Ladner, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- A&E
Commissioner David	Voted ---- A&E	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- A&E	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

28. Commissioner Fritz made the motion to approve the Badge Pro Renewal Agreement as presented (attached). Seconded by Commissioner Holmes, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- A&E
Commissioner David	Voted ---- A&E	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- A&E	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

29. Commissioner McMurphy made the motion to enter into Closed Session to discuss the need to enter into Executive Session. Seconded by Commissioner Holmes, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

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

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

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

32. Commissioner McMurphy made the motion to enter into Executive Session for the purposes of discussing the personnel matters as such relate to and having impact on budget. Seconded by Commissioner Stewart, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

33. Commissioner Ladner made the motion to exit Executive Session and reconvene in open meeting. Seconded by Commissioner Avery, Jr., the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- A&E	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

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

35. Commissioner Fritz made the motion to approve the four Employment Agreements that were presented and discussed in Executive Session:

- Ariadne Covacevich
- Karen Conner
- Marquez Singleton
- Zachary Holifield

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

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- A&E
Commissioner David	Voted ---- A&E	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- A&E	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

36. Commissioner Ladner made the motion to authorize changing Accounting Specialist from part-time to full-time and changing title to Accounting Executive with the salary discussed in Executive Session. Also authorize Interim Executive Director to hire for this position. Seconded by Commissioner McMurphy, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- A&E
Commissioner David	Voted ---- A&E	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- A&E	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

37. Reminders

- Coastal Mississippi Monthly Board Meeting- November 2021
Thursday, November 18, 2021 3:00pm – 5:00pm Coastal Mississippi Board Room
- Coastal Mississippi Monthly Board Meeting- December 2021
Thursday, December 16, 2021 3:00pm – 5:00pm Coastal Mississippi Board Room

38. Commissioner McMurphy 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 LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- A&E
Commissioner David	Voted ---- A&E	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- A&E	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 28, 2021.

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.

***EXHIBIT A: COASTAL MISSISSIPPI DIVERSITY ANALYSIS BY PETER MAYER**

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

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.

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?

**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.)

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
Totals (USD)					\$13,497.60

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> <i>Stephen Bruce</i>	Signature	<i>Brooke Shultz</i>
Name	<small>57B515BA27724A2...</small> Stephen Bruce	Name	Brooke Shultz
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 Form4 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

CONFIDENTIAL

Order Form

4 Aug 2021
CO08042021Bridge

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.

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. 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.

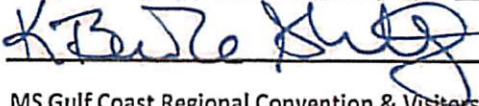
SECTION 7. Records. All documents produced for this contract will be property of the Client.

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:

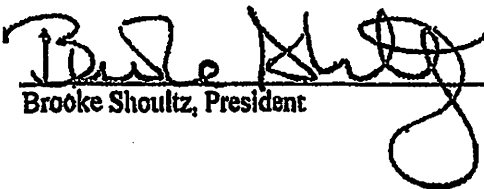
1. Coastal Mississippi and Contractor agree to renew and extend the Agreement for Services for a period of one (1) year, and more specifically from November 1, 2021 through October 31, 2022, which may thereafter be renewed for successive periods of one (1) year each, as may be mutually agreed by Coastal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

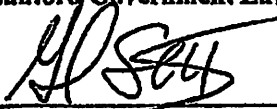
Date: 9-30-21

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

By: 
Brooke Shultz, 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.

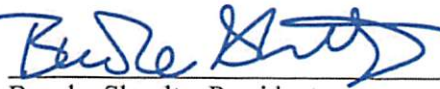
SO AGREED.

Date: _____

Client:

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

By: _____



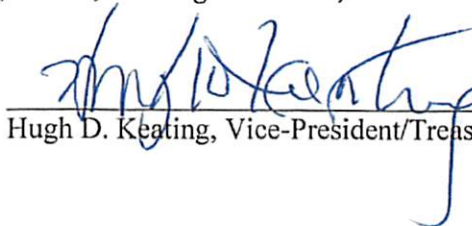
Brooke Shultz, President

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:

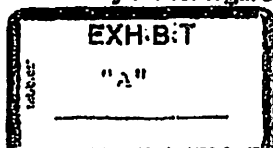
- (1) Preparation for and attendance at regular, special called, and executive committee meetings and standing committee participation on as needed basis;
- (2) General advice and consultation regarding compliance with federal, state and local laws, regulations and ordinances relevant to Mississippi 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 28th 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 28th 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 30th 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

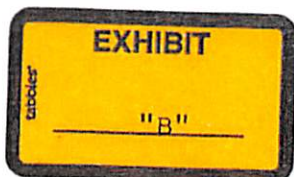
Date: 9/24/2018

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. 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

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:

Nicholas Parrilli

C1AEF310E25E40E

Signature

Nicholas Parrilli

Printed Name

10/11/2021

Date

Coastal Mississippi

K. Brooke Shultz

Signature

K. Brooke Shultz

Printed Name

Date

COASTAL MISSISSIPPI SPECIAL-CALL MEETING

October 14, 2021
OFFICIAL MINUTES

The Coastal Mississippi Board met Thursday, October 14, 2021 at 2:00pm 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; Jimmie Ladner; Kim Fritz; Nikki Moon; Rusty David

Staff Members Present: Pam Tomasovsky, Interim Executive Director/ Director of Finance/Employee Relations; Cindy Jo Calvit, Executive Administrative Assistant; Karen Conner, Director of Marketing; Zach Holifield, Director of Leisure Business Development

Others Present: Hugh Keating, Legal Counsel; Advisory Members: Cami Cornfoot, Hancock County (via phone) and Mike Davis, MS Hotel and Lodging Association (via phone); Michael Guidry, MPB; Hugh Keeton, WLOX

President Shoultz called the meeting to Order.

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

Commissioner Avery	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Ladner	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 14, 2021.

2. Commissioner Marsh made the motion to append 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 Avery	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Ladner	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 14, 2021.

3. Commissioner Hansen made the motion to approve the meeting minutes from the September 16, 2021 Coastal Mississippi Special-Call Meeting as presented (attached). Seconded by Commissioner Holmes, the president called the question, with the following results:

Commissioner Avery	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Ladner	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 14, 2021.

4. Commissioner Moon made the motion to approve the updated Committee Assignments as presented with one change: adding Commissioner Stewart to the Bylaws Committee (attached). Seconded by Commissioner Hansen, the president called the question, with the following results:

Commissioner Avery	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Ladner	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 14, 2021.

5. Commissioner Holmes made the motion to approve the Harrison County Video and Photography Request Form as presented for the use of two Coastal Mississippi video files for their new website. Seconded by Commissioner Fritz, the president called the question, with the following results:

Commissioner Avery	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Ladner	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 14, 2021.

6. Commissioner Fritz made the motion to ratify the following agreements for the Legislative FAM that will be held October 25-27, 2021: Beau Rivage, Island View, IP Casino, Resort & Spa and Hotard Transportation. Seconded by Commissioner Hansen, the president called the question, with the following results:

Commissioner Avery	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Ladner	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 14, 2021.

7. Commissioner Fritz made the motion to approve the revised Legislative FAM budget up to \$35,000. Seconded by Commissioner Avery, Jr.

After discussion, Commissioner Fritz made the motion to amend the previous motion by increasing the Legislative FAM budget up to amount to \$40,000. Seconded by Commissioner Stewart, the president called the question, with the following results:

Commissioner Avery	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Ladner	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 14, 2021.

8. Commissioner Moon made the motion to approve the RFP for IT Managed Services Provider as presented. Seconded by Commissioner Ladner, the president called the question, with the following results:

Commissioner Avery	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Ladner	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 14, 2021.

9. Strategic Plan put on hold until January 2022.

10. Commissioner McMurphy 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	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Ladner	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 14, 2021.

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

Commissioner Avery	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Ladner	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 14, 2021.

12. Legal Counsel stated there was no official action taken in Closed Session.

13. Commissioner McMurphy made the motion to enter into Executive Session for the purpose of discussing personnel matters related to staff salaries, job descriptions and job performance as such relate to and may impact the budget. Seconded by Commissioner Fritz, the president called the question, with the following results:

Commissioner Avery	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Ladner	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 14, 2021.

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

Commissioner Avery	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Ladner	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 14, 2021.

15. Legal Counsel stated there was no official action taken during Executive Session.

16. Commissioner Williams made the motion to offer the position of Interim Director of Communications and Engagement to Anna Roy, Public/Media Relations Executive, at the level of pay discussed in Executive Session. Seconded by Commissioner Ladner, the president called the question, with the following results:

Commissioner Avery	Voted --- Yes	Commissioner Marsh	Voted --- Opposed
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Opposed
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Ladner	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 14, 2021.

17. Commissioner Moon made the motion to approve adjustments of salaries as was discussed in Executive Session for those employees who have not received increases within a substantial period of time. Seconded by Commissioner Holmes, the president called the question, with the following results:

Commissioner Avery	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Ladner	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 14, 2021.

18. Commissioner Moon made the motion to adjourn the meeting at 3:50pm. Seconded by Commissioner Holmes, the president called the question, with the following results:

Commissioner Avery	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Ladner	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted October 14, 2021.

Cindy Calvit

From: Cindy Calvit
Sent: Wednesday, October 13, 2021 3:40 PM
Subject: Coastal Mississippi Special-Call Meeting
Attachments: Special Call Meeting Agenda 10.13.21.docx

The Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi will hold a Special-Call meeting for the purpose of the attached agenda items.

Thursday, October 14, 2021

2:00pm

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



Cindy Jo Calvit
Executive Admin Assistant
Coastal Mississippi
228-388-7446 direct
228-896-6699 main
cindyjo@coastalmississippi.com
2350 Beach Blvd., Suite A
Biloxi, MS 39531
coastalmississippi.com

**COASTAL MISSISSIPPI
SPECIAL-CALL MEETING**

Thursday, October 14, 2021 2:00pm

Coastal Mississippi Board Room

AGENDA

- I. Call to Order - President Shoultz
- II. Approval of Agenda - **Action Requested**
- III. Approval to attach Public Notice of Special-Call Meeting to the Special Call Meeting Minutes - **Action Requested**
- IV. Approval of Special-Call Meeting Minutes 9.16.21 - **Action Requested**
- V. President's Report- Updated Committee Assignments - **Action Requested**
- VI. Harrison County Video & Photo Request Form - **Action Requested**
- VII. Legislative FAM:
 - Agreements
 - Beau Rivage - **Action Requested**
 - Island View - **Action Requested**
 - IP Casino Resort & Spa - **Action Requested**
 - Hotard Transportation - **Action Requested**
 - Revised Budget - **Action Requested**
- VIII. IT Managed Services Provider- RFP - **Action Requested**
- IX. Strategic Plan (discussion only)
- X. Executive Session - **Action Requested**
(Discuss personnel matters related to staff salaries, job descriptions and job performance as such relate to and may impact the budget)
- XI. Adjourn - **Action Requested**

COASTAL MISSISSIPPI SPECIAL-CALL MEETING

September 16, 2021

OFFICIAL MINUTES

The Coastal Mississippi Board met Thursday, September 16, 2021 at 2:00pm in the Mississippi Coast Convention Center located at 2350 Beach Blvd Suite A, Biloxi, MS 39531.

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

Staff Members Present: Milton Segarra, CEO; Cindy Jo Calvit, Executive Administrative Assistant; Jase Payne, Director of Communications and Engagement; Pam Tomasovsky, Director of Finance and Employee Relations; Zach Holifield, Director of Leisure Business Development

Others Present: Hugh Keating, Legal Counsel; Brian Marshall, Transformational Growth Partners; Tim Holleman and Tricia Tisdale, attorneys representing Harrison County Board of Supervisors (via phone); Hancock County Supervisor Scotty Adam

President Shoultz called the meeting to Order.

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

Commissioner Avery	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 Henderson	Voted — Yes	Commissioner Wagner	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 16, 2021.

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

Commissioner Avery	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 Henderson	Voted — Yes	Commissioner Wagner	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 16, 2021.

3. Commissioner Henderson 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	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 Henderson	Voted — Yes	Commissioner Wagner	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 16, 2021.

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

Commissioner Avery	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 Henderson	Voted — Yes	Commissioner Wagner	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 16, 2021.

5. Legal Counsel stated there was no official action taken in Closed Session.

6. Commissioner Stewart made the motion to enter into Executive Session for the purpose of discussion, review and analysis of the job performance of the CEO. Seconded by Commissioner Williams, the president called the question, with the following results:

Commissioner Avery	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 Henderson	Voted — Yes	Commissioner Wagner	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 16, 2021.

7. Minutes of the Executive Session are attached and incorporated herein.

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

Commissioner Avery	Voted — Yes	Commissioner Marsh	Voted — Yes
Commissioner Condrey	Voted — A&E	Commissioner McMurphy	Voted — A&E
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 Henderson	Voted — Yes	Commissioner Wagner	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 16, 2021.

9. Legal Counsel stated there was official action taken during Executive Session. Results will be disclosed within the legal time allowed which is 30 days.

10. Commissioner David made the motion to adjourn the meeting at 6:05pm. Seconded by Commissioner Fritz, the president called the question, with the following results:

Commissioner Avery	Voted — Yes	Commissioner Marsh	Voted — Yes
Commissioner Condrey	Voted — A&E	Commissioner McMurphy	Voted — A&E
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 Henderson	Voted — A&E	Commissioner Wagner	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 16, 2021.

**MINUTES OF THE EXECUTIVE SESSION DURING THE SPECIAL CALL MEETING OF
COASTAL MISSISSIPPI ON SEPTEMBER 16, 2021**

The Commissioners of Coastal Mississippi entered executive session following proper motion in support thereof with the following persons in attendance:

Commissioner Avery	Commissioner Marsh
Commissioner Condrey (via Phone)	Commissioner McMurphy
Commissioner David	Commissioner Moon
Commissioner Hansen	Commissioner Shultz
Commissioner Fritz	Commissioner Stewart
Commissioner Henderson	Commissioner Todd
Commissioner Holmes	Commissioner Wagner (by phone)
	Commissioner Williams

Staff Present Milton Segarra (excused during discussion by Commissioners)

Others Present Hugh Keating, General Counsel

Commissioner Holmes made a motion to terminate the CEO for cause as outlined in the Statement of Facts presented to the CEO. Seconded by Commissioner Stewart.

Commissioner Avery	Voted - Yes	Commissioner Marsh	Voted - Yes
Commissioner Condrey	A/E	Commissioner McMurphy	Voted - Yes
Commissioner David	Voted - Yes	Commissioner Moon	Voted - No
Commissioner Hansen	Voted - Yes	Commissioner Stewart	Voted - Yes
Commissioner Fritz	Voted - Yes	Commissioner Todd	Voted - No
Commissioner Henderson	Voted - No	Commissioner Wagner	Voted - No
Commissioner Holmes	Voted - Yes	Commissioner Williams	Voted - No

Commissioners Henderson and Todd exited the executive session following the vote on the above motion and did not return to the meeting.

Commissioner Fritz made a motion to reconsider the action on the motion to terminate the CEO for cause. Seconded by Commissioner Marsh.

Commissioner Avery	Voted - Yes	Commissioner Marsh	Voted - Yes
Commissioner Condrey	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	
Commissioner Henderson		Commissioner Wagner	Voted - Yes
Commissioner Holmes	Voted - Yes	Commissioner Williams	Voted - Yes

Commissioner Fritz made a motion to accept the resignation of the CEO, Milton Segarra effective October 15, 2021. Seconded by Commissioner Marsh.

Commissioner Avery	Voted - Yes	Commissioner Marsh	Voted - Yes
Commissioner Condrey	A/E	Commissioner McMurphy	Voted - Yes
Commissioner David	Voted - Yes	Commissioner Moon	Voted - No
Commissioner Hansen	Voted - Yes	Commissioner Stewart	Voted - Yes
Commissioner Fritz	Voted - Yes	Commissioner Todd	

COASTAL MISSISSIPPI SPECIAL-CALL MEETING

Thursday, September 16, 2021

MS Coast Convention Center
Rooms L1 & L2

2:00pm

For the Purpose of:

- Discussions and review of the analysis of employees' internal and external relations and interactions presented by Transformational Growth Partners.
- To enter closed session to discuss the need for entering into executive session
- To enter executive session for reasons authorized by law as necessary and appropriate



MARKETING SERVICES AGREEMENT

THIS MARKETING SERVICES AGREEMENT ("Agreement") is dated [October 15th 2021] between Hotelbeds USA Inc. 5422 Carrier Drive Suite 201, Orlando, Florida 3,2819

And

Coastal Mississippi registered office 2350 Beach Blvd Suite A Biloxi MS 39531

hereby the Company wishes to engage HB to market its products and services to users and HB has agreed to leverage its distribution with its unique affiliate network to assist with the promotion and marketing of the Company.

1. **HB's Obligations.** HB shall use all reasonable commercial efforts to provide market and promote the Company's website and the products and services available for sale on it in accordance with the services ("Services") and deliverables ("Deliverables") set forth in Schedule 1 within the time periods set forth therein.

2. **Company's Obligations.** The Company hereby grants to HB a non-exclusive, royalty-free, irrevocable, worldwide and sub-licensable to third party marketing and/or distribution partners right to use, modify, display, publish and adjust all rights in any copyrights, trade secrets, patents, inventions (whether or not protected under patent laws), patent applications, trademarks, service marks, works of authorship, concepts, ideas, methodologies, procedures, processes, know-how, techniques, templates, software, interfaces, utilities, tools, or other intellectual property rights, whether registered or unregistered, (the "Intellectual Property Rights") of the Company for the purpose of the performance of this Agreement.

3. **Representation and Warranty.** The Company warrants that it owns, or has received the necessary consents or permissions from the applicable owner to permit HB to use, all Intellectual Property Rights in the Company's website and all the Company's products and services, including but not limited to the materials provided to HB by the Company to be used in the Deliverables or provision of the Services. To the extent that the Deliverables contain any HB's Intellectual Property Rights then such rights shall remain the property of HB and provided always that the fees for the Services have been paid to and received by HB, HB hereby grants to the Company a revocable, non-transferable, non-sublicensable, non-exclusive, worldwide royalty free licence to use such HB's Intellectual Property Rights solely for the purpose of receiving the Services under this Agreement.

4. **Fees.** The Company will pay HB the fees in consideration of the provision of the Services detailed in Schedule 1 of this Agreement ("Fees"). All sums payable under this Agreement are payable within thirty (30) days of the date of the receipt of invoice. The total amount due is \$15,000 USD / (\$7,500) will be invoiced at signature of agreement (November 2021) and the remaining balance (\$7,500) will be invoiced at the campaign completion April 30th 2022

5. **Confidential Information.** The party receiving ("Receiving Party") Confidential Information of the other party ("Disclosing Party") shall exercise at least the same degree of care with respect to the Disclosing Party's Confidential Information that the Receiving Party exercises to protect its own Confidential Information; and, at a minimum the Receiving Party shall maintain adequate security measures to safeguard the Disclosing Party's Confidential Information from unauthorized disclosure, access, use and misappropriation. Without limiting the generality of the foregoing, the Receiving Party shall only use or reproduce the Disclosing Party's Confidential Information to the extent necessary to enable the Receiving Party to fulfil its obligations under this Agreement. "Confidential Information" means any trade secrets and/or other proprietary, non-public information not generally known relating to the Disclosing Party's business, product plans, designs, costs, prices, finances, technologies, marketing and targeting plans, methods of origination of business, business opportunities, customers, suppliers, vendors, subscribers, personnel, research development, security codes, access codes, and rates, and includes the terms of this Agreement. Failure to mark any of the Confidential Information as confidential, protected or proprietary shall not affect its status as part of the Confidential Information under the terms of this Agreement.

6. **Term and Termination.** This agreement shall commence on the Effective Date" November 1st 2021 and continue until April 30th 2022 ("Term"). Either party may terminate this Agreement, by written notice to the other party, for any material breach of this Agreement by the other party, only if such breach is not cured within thirty (30) days after the breaching party receives written notice of such breach from the non-breaching party. Additionally either party reserves the right at its sole discretion to terminate this Agreement immediately by notice in writing to the other party if (a) one party commences insolvency, bankruptcy, receivership or, liquidation, judicial management, administration or other such similar proceedings (whether commenced by this party or by any of the party's creditor(s)), which are not dismissed or resolved in party's favour within sixty (60) days thereafter; (b) one party ceases to conduct business in the ordinary course or (c) due to a force majeure event. Notwithstanding the foregoing, HB may, with sixty (60) days prior written notice to the Company, terminate the Agreement without penalty.

7. **Effects of Termination.** On termination of this Agreement for any reason: (a) all licences and benefits granted under this Agreement shall immediately terminate; (b) all Fees due at the date of termination shall be paid immediately to HB by the Company; (c) each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party; and (d) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

8. **Indemnification.** To the extent permitted by law, Company shall indemnify, defend, and hold harmless HB and its respective officers, agents, and employees from and against any and all third-party claims, actions, suits, expenses, losses, liabilities, and damages (including attorneys' fees and expenses and collectively, "Claims") arising out of, or in connection with, the indemnitor's (1) breach or inaccuracy of any representation, warranty or covenant made in this Agreement; or (2) negligent, fraudulent, wilful or reckless action, misconduct, error, inaction or omission of the Company or its owners, employees or contractors. Notwithstanding the foregoing, the Company shall not be liable for any claims to the extent caused by an act or omission of HB, as determined in a final, non-appealable order of a court of competent jurisdiction.

9. **Limitation of Liability.** In no event either party be liable to the other party or to any third party for any loss of use, revenue, or profit or diminution in value, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including

negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not service provider has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event shall the aggregate liability of either party arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amounts paid or payable to HB pursuant to this Agreement. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS SET FORTH IN THIS SECTION 9 SHALL NOT APPLY TO CLAIMS ARISING OUT OF THIRD-PARTY CLAIMS UNDER SECTION 8 (INDEMNIFICATION).

10. **Force Majeure.** Neither party shall be liable or responsible to the other party, or be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond its reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, or epidemic.

11. **Compliance with Laws.** Each party agrees to comply with all international, federal, state and local laws, ordinances, regulations and orders applicable to its responsibilities under this Agreement, including for privacy and data protection, that relate to its business or activities. In addition, Company acknowledges that it has read and agrees to comply with the HB Supplier Code of Conduct located at <https://corporate.hotelbeds.com/policy/hotelbeds-supplier-code-of-conduct.pdf> and HB's Corporate Sustainability Policy located at <https://corporate.hotelbeds.com/policy/hotelbeds-corporate-sustainability-policy-external.pdf>.

12. **Choice of Law; Jurisdiction.** The law of the State of Mississippi will be the governing law of this Agreement. Each party agrees that state courts of Harrison County, Mississippi shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement (including in relation to any non-contractual obligations). Any counterclaims shall be ignored in deciding who the defendant is. Where there are separate but related actions the courts with jurisdiction shall be decided by the first of such actions to be issued. Each party irrevocably waives any right that it may have to object to an action being brought in such courts, to claim that the action has been brought in an inconvenient forum, or to claim that such courts do not have jurisdiction.

13. **Miscellaneous.** Neither party shall assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party; provided, however, that at any time, HB may, with reasonable advanced written notice to Company, assign all or any portion of its rights under this Agreement to one or more of its direct or indirect affiliates or wholly-owned subsidiaries. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement, including **Schedule 1**, constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended or changed unless done so in writing signed by both parties. Oral modifications to this written agreement, even if allowed by local law, will not be considered binding.

Coastal Mississippi

Name of the Legal representative

Position

Board President

Signature:

K. Bruce Arty

Hotelbeds USA Inc.

Name of the Legal representative

Joseph Sheller

Position

Head of Global Destination Marketing

Signature: *Joseph Charles Sheller*

SCHEDULE 1

1. Deliverables Coastal Mississippi will participate in Campaign for a total of 6 months (November 2021 thru April 2022) for the discounted rate of \$15,000

bedsonline	Best	Opt	New	Old	Rate	Months	Monthly Agents Residual	Monthly Payment	Option #2 Value
Membership Agency Revenue	USCA/USDE	USCA/USDE	USCA/USDE	USCA/USDE	USCA/USDE	USCA/USDE	120,500	1.7M	\$111,000
Reseller Agency Revenue	USCA/USDE	USCA/USDE	USCA/USDE	USCA/USDE	USCA/USDE	USCA/USDE	120,500	11.5% Down rate	\$11,000
Supplemental Revenue	USCA/USDE	USCA/USDE	USCA/USDE	USCA/USDE	USCA/USDE	USCA/USDE	120,500	11.5% Open rate	\$11,000
Direct Revenue	USCA/USDE	USCA/USDE	USCA/USDE	USCA/USDE	USCA/USDE	USCA/USDE	120,500	1.7M	\$11,000
Hotelbeds	AMER/US	AMER/US	AMER/US	AMER/US	AMER/US	AMER/US	120,500	1.7M	\$11,000
OPTION 2	Best	Opt	New	Old	Rate	Months	Monthly Agents Residual	Monthly Payment	Option #2 Value
Membership Agency Revenue	AMER/US	AMER/US	AMER/US	AMER/US	AMER/US	AMER/US	120,500	1.7M	\$111,000
Reseller Agency Revenue	AMER/US	AMER/US	AMER/US	AMER/US	AMER/US	AMER/US	120,500	11.5% Down rate	\$11,000
Supplemental Revenue	AMER/US	AMER/US	AMER/US	AMER/US	AMER/US	AMER/US	120,500	11.5% Open rate	\$11,000
Direct Revenue	AMER/US	AMER/US	AMER/US	AMER/US	AMER/US	AMER/US	120,500	1.7M	\$11,000
Hotelbeds	AMER/US	AMER/US	AMER/US	AMER/US	AMER/US	AMER/US	120,500	1.7M	\$11,000
									\$20,000



CO-OP ADVERTISING INSERTION ORDER

Campaign Information	
Campaign Name	Mississippi Nov 21-Jan 22 Co-Op - Mississippi Gulf Coast Convention & Visitors Bureau
IO #	288936-2862479912
IO Date	10/27/21
Oracle ID #	2756170
Bill to	Advertiser
Currency	USD
Expedia Contact Title	Mary Elizabeth Mesby
Phone	Account Executive
Fax	
Email	mamosby@expediagroup.com

Advertiser Contact Information	
Advertiser	Mississippi Gulf Coast Convention & Visitors Bureau
Contact Name	Pam Tomasovsky
Title	Interim Executive Director
Address	2350 Beach Blvd Suite A Biloxi Mississippi 39531 UNITED STATES
Email	ptomasovsky@coastalmississippi.com
Phone	(228) 896-6699
Fax	

Agency Contact Information	
Agency	
Contact Name	
Title	
Address	
Email	
Phone	
Fax	

Overview		
	Gross Value	Net Value
Totals	\$10,000.00	\$10,000

Product	Start Date	MM/DD/YY	End Date	MM/DD/YY	Gross Amount	Net Amount
Featured		11/01/21		01/31/22	\$10,000.00	\$10,000



CO-OP ADVERTISING INSERTION ORDER

Contract Based Billing Terms Defined

Direct Pre Bill	Customer to be billed for the full IO net value in the first month of the campaign. Delivery will not impact invoice amounts.
Direct Post Bill	Customer to be billed for the full IO net value in the last month of the campaign. The campaign cannot extend longer than the 3 months. Delivery will not impact invoice amounts.
Marketing Fund	The full IO net value will be deducted from the Customer's Marketing Fund account. Delivery will not impact invoice amounts. Customer will not receive any invoice for the campaign.

Controlling Impression Measurement

Expedia Google Ad Manager (GAM) or Other 3rd Party System

Recipient of the Services and Party Responsible for Payment

Billing Contact Name	Pam Tomasovsky
Billing Entity Name	Mississippi Gulf Coast Convention & Visitors Bureau
Legal Entity Name	
Customer/Bill To	Advertiser
Tax ID/Business Number	
Street	2350 Beach Blvd Suite A
City	Biloxi
State/Province	Mississippi
Country	UNITED STATES
Zip/Postal Code	39531
Email	ptomasovsky@coastalmississippi.com
Additional Emails	
Phone	(228) 896-6699
Billing Terms	Direct Pre Bill
Payment Terms	Due Net 30 Days

Invoice Notes

"State of Washington" and "Washington Courts" shall be amended to "State of Mississippi" and "Mississippi Courts" respectively

Special Campaign Implementation Instructions

Terms and Conditions

1. Travelscape, LLC (doing business as "Expedia Group Media Solutions") is the provider of advertising services under this Insertion Order.
2. The parties agree that the recipient of the services provided by Expedia Group Media Solutions is the entity specified in the "Customer/Bill To" field in this Insertion Order.
3. If the recipient of the services is established or resident in Australia, the Insertion Order may only be executed if the customer is registered for Good and Services Tax (GST).
4. In the event that this Insertion Order is executed by a network or an advertising agency, then the terms and conditions of the IAB/AAA Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0, shall apply and be incorporated herein: <https://advertising.expedia.com/ads/standardtermsandconditions/>. Section 1. c) shall now read as "Revisions to Accepted IOs will be made in writing."
5. In the event that this Insertion Order is executed by an advertiser, then the Direct Advertiser Standard Terms and Conditions at <https://advertising.expedia.com/ads/standardtermsandconditions/> shall apply. Such terms are based upon the IAB/AAA Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0. Section 1. c) shall now read as "Revisions to Accepted IOs will be made in writing."
6. In the event that this Insertion Order includes TravelAds, the terms and conditions found here <https://advertising.expedia.com/ads/standardtermsandconditions/> are incorporated and accepted herein.
7. In the event of any conflict between the terms of this Insertion Order and the Standard Terms and Conditions incorporated by reference herein, as applicable, the terms of this Insertion Order shall apply.
8. All IOs executed in North America, Central America, South America and the Asia-Pacific (APAC) Region will be governed by the laws of the State of Washington. Expedia Group Media Solutions and Advertiser agree that any claims, legal proceedings, or litigation arising in connection with the IO (including these Terms) will be brought solely in Washington Courts, and the parties' consent to the jurisdiction of such courts. No modification of these Terms will be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.
9. All IOs executed in EMEA (Europe, Middle East and Africa) Region will be governed by the laws of England and Wales. Expedia Group Media Solutions and Advertiser agree that any claims, legal proceedings, or litigation arising in connection with the IO (including these Terms) will be brought solely in English Courts, and the parties' consent to the jurisdiction of such courts. No modification of these Terms will be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.
10. A signed insertion order secures your impressions on a first come, first served basis. Actual availability is subject to change.
11. Complete technical specifications are available on request.
12. Emails are sold by quantity sent, not by impressions.
13. All creative units link within the Expedia Marketplace unless otherwise noted.
14. Payment by Marketing Funds: Any amounts owed by Advertiser to Expedia Group Media Solutions for media placement approved by Expedia may be credited against any available marketing fund provided pursuant to a separate agreement between Advertiser and Expedia Group Media Solutions or its Affiliates ("Marketing Fund"). Advertising placed by an Agency on behalf of an Advertiser shall not qualify for credit against any Marketing Fund. Any remaining amounts shall be invoiced to Advertiser paid as provided in this Insertion Order and/or the applicable standard terms and conditions.
15. Pixel Placement, If Advertiser or Agency is permitted to collect any information from users of any website of Media Company through a pixel, tag, or other tracking method ("Advertiser Tag") then (a) Advertiser shall provide Media Company with prior written notice of all information collected by the Advertiser Tag, (b) Advertiser shall not, without Media Company's prior written consent, (i) use information collected through the Advertiser Tag for any purpose other than delivering the Ads under this IO including but not limited to the delivery of ads for third parties; or (ii) share any information collected through the Advertiser Tags with any third party, and (c) Media Company may remove Advertiser Tags at any time in its sole discretion.
16. Payments shall be paid to Expedia Group Media Solutions in cleared funds, without any deduction or set-off, and exclusive of and without any deduction for, or on account of, any taxes, imports, duties, charges, fees, levy or withholdings of any kind required by applicable law. In the event that the Advertiser is required to make such a deduction or withholding, in no event shall the amount paid to Expedia Group Media Solutions in connection with this Agreement be less than the amounts that Expedia Group Media Solutions would have received absent such deduction or withholding.
17. Transaction Taxes. All amounts payable or deemed to be payable by Advertiser to Publisher shall be exclusive of any Transaction Taxes. Any and all applicable Transaction Taxes imposed on the services or otherwise arising from the transactions of the parties under this Agreement shall in each case be paid by Advertiser to Publisher or to the Governmental Authorities as required by applicable law, unless Advertiser provides Publisher any and all documents required by applicable law to qualify for an exemption or exemption from the imposition of Transaction Taxes (e.g., exemption certificates). Where permitted by law, Publisher, in its sole discretion, shall invoice Advertiser for any Transaction Taxes payable to Publisher and may elect to invoice Advertiser for such Transaction Taxes subsequent to the performance of services.
18. Except for recipients established or receiving services in the United States, the recipient of the services should confirm if they are registered for Transaction Taxes in the country where they are established or registered (or the country from which they are receiving these services) in advance of executing the Insertion Order.
19. Except for recipients purchasing services in the United States, if the recipient is established or resident in Australia or New Zealand, the Insertion Order may only be executed if the recipient of the services is registered for Value Added Tax ("VAT") or Good and Services Tax ("GST") in the country where it is purchasing the services.

Customer

By (Signature)

Kaylen Brooke Shoultz

Name (Print)

Board President

Title

10-28-21

Date

Expedia Group Media Solutions

By (Signature)

Victoria Saelee

Name (Print)

Senior Revenue Operations Analyst

Title

10/29/21

Date



FY 22 SALES GOALS (November 2021- March 2022)

	<u>Leads</u>	<u>Room Nights</u>	<u>Actual Events</u>	<u>Actual Attendess</u>
Regional Sales Executive	40	6,500	N/A	N/A
Sports Sales Executive	36	N/A	11	6,000
Leisure Group Sales Executive	30	3,000	N/A	N/A



CONVENTION SALES AGREEMENT

DATE PREPARED:	Monday, October 11, 2021
ACCOUNT:	Coastal Mississippi
EVENT/POST AS:	Coastal MS Legislative FAM
MAIN EVENT DATES:	Monday, October 25, 2021 - Wednesday, October 27, 2021
AGENCY OF RECORD:	
MAIN CONTACT:	Brooke Shultz
ADDRESS:	P.O Box 8005 Biloxi, MS 39535
TELEPHONE:	(228) 424-0500
EMAIL:	brooke@bcohesive.com
HOTEL SALES CONTACT:	Randy Whiteside
TITLE:	Executive Director of Sales
TELEPHONE:	(228) 386-7881
EMAIL:	rwhiteside@mgmresorts.com
AGREEMENT DUE DATE:	Friday, October 22, 2021

This Agreement dated Monday, October 11, 2021 is entered into by Beau Rivage Resorts, LLC d/b/a Beau Rivage Resort & Casino ('Hotel') and Coastal Mississippi ('Group') located at P.O. Box 6128, Gulfport, MS 39507-6128 for the Coastal MS Legislative FAM ('Event Name').

Hotel agrees to hold the guest rooms and function space listed in this Agreement for the Event name.

GUEST ROOM/SUITE ACCOMMODATIONS AND RATES

Property	Room Block	Room Type	Mon 10/25/2021	Tue 10/26/2021	Total
Beau Rivage		Deluxe Room	13	13	26
			\$89.00	\$89.00	\$89.00
Booking Total		13	13	26	

The Guest Room/Suite rates quoted above are exclusive of the applicable Harrison County room tax ("Harrison County Room Tax") at the time of stay which is currently Twelve Percent (12%), subject to change.

RESERVATION PROCEDURE

CUT-OFF DATE

The reservations due date ("Cut-off Date") is Monday, October 18, 2021.

INDEMNIFICATION

Each party hereby agrees to indemnify, defend, and hold the other party (including its parent company, subsidiaries and affiliates, and their directors, officers and employees) harmless from and against any and all liabilities, losses, costs, expenses (including reasonable attorneys' fees), judgments, claims, claims of copyright infringement, and demands of any kind whatsoever caused by, resulting from or in any way connected with the indemnifying party's negligent or intentional acts and omissions (including those of the indemnifying party's agents, contractors, or employees), except to the extent and percentage of the negligent or intentional acts and omissions of the indemnified party or parties. With respect to Group, this indemnity obligation shall extend to the acts of its attendees within the Function Space.

MUTUAL WAIVER OF CERTAIN DAMAGES

In no event shall either party be liable for any incidental, special, exemplary or consequential damages which may

arise out of breach of this Agreement, even if that party has been advised of the possibility of such damages. The waiver contained in this paragraph shall not apply to the parties' indemnity obligations for third party claims or to any provisions of the Agreement setting forth agreed upon liquidated damages.

COMPLIANCE WITH LAWS

Hotel, to the best of its knowledge, is in compliance with all laws including The Americans with Disabilities Act and the regulations and guidelines promulgated pursuant thereto. Group warrants to Hotel that Group, its agents, contractors and employees, and their functions within the Function Space and Property, in connection with the Agreement, will be in compliance with the requirements of the above referenced laws, except to the extent that the set-up or operation of the function is controlled by the Hotel.

Hotel agrees to indemnify and hold harmless Group in the event that any legal action, claim, demand, suit or proceeding is filed against Group alleging that the facilities or services provided by Hotel failed to comply with the provisions of the Americans with Disabilities Act.

ECPAT CODE

MGM Resorts International is a member of ECPAT-USA's Code of Conduct for the Protection of Children from Sexual Exploitation in Travel and Tourism (www.thecode.org) ("The Code"), which is an industry-driven responsible tourism initiative with a mission to provide awareness, tools, and support to the tourism industry in order to prevent the sexual exploitation of children. We encourage Group to support the principles of The Code and to take steps in Group's organization to recognize and prevent all forms of human trafficking.

AUDIO VISUAL

Encore Event Technologies is Hotel's preferred audio-visual provider located on-site to help service audio-visual and production needs. Encore is the exclusive provider of all rigging and power equipment and services. This includes but is not limited to: labor, trussing, chain motors, cables, span sets and all other rigging related equipment. Group is also required to use Encore Event Technologies for all meeting rooms and breakouts (excluding general session(s)) including but not limited to: projectors, screens, microphones, speakers, mixers lighting and any other audio-visual equipment necessary for a breakout or meeting room. An outside audio-visual provider may work within Hotel if production guidelines and contractor vendor policies are followed. Please contact Group's Convention Services Manager for production guidelines and contractor vendor policies.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all previous negotiations, commitments and agreements, oral or written, pertaining thereto. Any changes or modifications to this Agreement shall be deemed invalid unless approved in writing by both parties. In the event of a conflict between this Agreement and any other document, this Agreement shall govern.

AUTHORITY TO SIGN

ACCEPTED BY:

Beau Rivage Resorts, LLC d/b/a Beau Rivage
Resort & Casino

ACCEPTED BY:

Coastal Mississippi

Randy Whiteside

Name: (Print) Randy Whiteside

Name: (Print) Brooke Shultz

Title: Executive Director of Sales

Title: President

Randy Whiteside
Signature & Date

10/13/21

Brooke Shultz
Signature & Date

10/12/21

EXHIBIT A
Coastal MS Legislative FAM
SCHEDULE OF EVENTS

Date	Time	Event Class	Room	Setup	AGR	Rental
Mon, 10/25/21	6:00 PM - 8:00 PM	Backup	Azalea Ballroom	Reception	115	\$.00
Mon, 10/25/21	6:00 PM - 8:00 PM	Reception	Event Deck	Reception	115	\$.00

*All room assignments are tentative and may be changed at the discretion of Hotel, based upon written notification to Group.



Letter of Agreement Between
Golden Nugget Biloxi
and
Coastal Mississippi

October 19, 2021

Brooke Shoultz
Coastal Mississippi
2350 Beach Blvd Suite A
Biloxi, MS 39531
Phone: (601) 577-0655
Email: zachary@coastalmississippi.com

Leslie Barfield
Director of Sales
Golden Nugget Biloxi
151 Beach Boulevard
Biloxi, MS 39530
Phone: 228-436-7809
Email: lbarfield@gnbxbm.com

RE: Brazilian Tour Operator & Journalist FAM
MEETING DATES: December 3 - December 5, 2021

Coastal Mississippi ("Group") and Golden Nugget Biloxi, ("Hotel") agree as follows:

AGREEMENT DUE DATE

If the details of this Agreement meet with Group's approval, please sign and return to Hotel before November 2, 2021. This Agreement is not considered definite until representatives of both Group and Hotel have signed. Until that time, the program is being held on a tentative basis for Group. When signed by representatives of Group and Hotel, the Agreement and the Hotel's Policies and Procedures, will constitute a binding agreement between the Group and Hotel. A facsimile or electronic signature to this Agreement shall be deemed an original for purposes of determining the enforceability of the Agreement.

GUEST ACCOMMODATIONS

This agreement applies to the following block of guest rooms and group rates. All rates quoted are for single or double occupancy unless otherwise specified:

	Occupancy	Fri 12/03/2021		Sat 12/04/2021	
		Rooms	Rate	Rooms	Rate
Run of House	Sgl or Dbl	12	\$109.00	12	\$109.00

All rates and a \$12.99 per night resort fee are subject to Harrison County room tax, currently five percent (5%), and state sales tax, currently seven percent (7%). County and state taxes are subject to change without prior notice.

ALL hotel rooms are non-smoking. A \$200 charge will be assessed for smoking in a hotel room.

Guestrooms must be occupied by and registered to at least one adult who is twenty-one years of age or older. Photo identification will be required at check-in.

Balcony rooms are available for an additional \$20.00 plus tax per night, based on availability.

**Letter of Agreement
Brazilian Tour Operator & Journalist FAM**

Reservations accepted in excess of the room night commitment on any particular night, regardless of rate, will be applied to the overall performance of this agreement.

Requests for specific room types may be made at time of reservation however requests such as bed type or view are based upon availability at time of check-in and are not guaranteed. ALL hotel sleeping rooms are non-smoking.

CHECK-IN AUTHORIZATIONS

Please be advised that the following payments/incidental deposits and authorizations are taken upon check-in:

Room, tax and resort fee for entire stay (unless billed to the master) + additional deposit(s) outlined below.

Room Type	Additional Incidental Deposit	Method of Payment Accepted
Standard Guestroom	\$100.00 per stay	Credit Card, Debit Card

All guests are required to post a credit card (or debit card) at check-in. Please advise attendees that if using a DEBIT card for incidentals / deposit at check-in, banks will put a hold on funds in the amount of \$100.00 for several days when a debit card is used, so a credit card is the recommended choice.

ARRIVAL/DEPARTURE

Check-in time is after 4:00 p.m. Check-Out time is by 11:00 a.m.

The Hotel will make the best effort to accommodate the requests for check-in prior to check-in time or late departures, based upon availability. *If rooms are available for check-in prior to 1:00 PM Central Time and guest chooses to check-in, a \$15 early arrival fee will apply. If rooms are available for check-in after 1:00 PM Central Time and guest chooses to check-in before 4pm, there is no additional fee.*

The bell desk can store a limited amount of luggage for early arrivals and/or for late departures. For late check-out a fee may apply depending on availability and length of extension. Requests should be directed to the front desk on day of departure for availability.

RESERVATION METHOD

It is understood that reservations will be made via rooming list. Please use the rooming list form, which will be provided by Hotel. Any changes, additions, or cancellations must also be made on that same rooming list. Note that individual calls will not be accepted for reservations by the Hotel under these circumstances and guests will be referred back to the organization.

All rooming lists will be due to the Hotel no later than November 22, 2021, 5:00 p.m. PST. The full name of guest, arrival and departure dates, share-with names and billing information must be included on the list. Special comments/requests such as connecting rooms, non-smoking rooms, bedding types, etc. may also be noted and will be on a request basis. VIP, staff, and comp rooms must be clearly designated. "TBA" or "TBD" or similar designations will not be accepted. All guests will be required to provide a credit card upon check-in unless billing instructions provide otherwise. Additions made after the cut-off date are not guaranteed room availability and are to be confirmed with the Hotel prior to confirming to the guest. Any changes made after list is submitted should clearly indicate only what information is changing to help expedite the process. All changes are to be confirmed by the Hotel prior to confirming to the guest.

If individuals are to be responsible for payment of their room(s) upon check-in and the individual's credit card is not provided prior to arrival, rooms will be guaranteed to the master account until the guest's arrival. Any reservations made via room list which were not canceled and are labeled as "no-shows" will be charged first night's room, tax and resort fee to the master account.

RESERVATION CUT-OFF DATE

The "cut-off date" for accepting reservations into this group block is November 22, 2021. Reservation requests and/or name/date change requests received after 11:59 p.m. local time at Hotel on the cut-off date will be accepted based on rate and/or category availability. Failure to reserve guest rooms before the cut-off date will not impact the enforceability of the Attrition or Cancellation clauses.

Letter of Agreement
Brazilian Tour Operator & Journalist FAM

EARLY DEPARTURE FEE

The Hotel understands that guests may need to depart prior to the scheduled departure date. The guest will have up to the time of check-in to amend their departure date without penalty. After this time, should the guest depart earlier than indicated there will be a \$50.00 early departure fee. This charge will be posted to the individual's account as an incidental charge unless otherwise specified on billing instructions. The Hotel will inform guests upon check-in of this fee. Any early departure fees collected by the Hotel will apply to the Group's performance clause under "Attrition".

CANCELLATION FOR INDIVIDUAL RESERVATIONS

Cancellation for an individual guaranteed guest room reservation is at least seventy-two (72) hours prior to the arrival date. Rooms released less than seventy-two (72) hours prior to arrival may be subject to a cancellation penalty equivalent to the first night's room rate, plus tax.

TRADEMARKS

For communication verification purposes, we request that all communication using the Hotel's name or logo (print and/or website details) be approved by Hotel prior to publishing, distributing or posting. Please submit all written/web information to your assigned Convention Services Manager for review prior to distribution or posting.

MARKETING FEE

Group rates are net, non-commissionable.

ADDITIONAL CHARGES

Room Deliveries

\$5.00 for each item, inside guest room

Deliveries are scheduled between 3:00 p.m. and 9:00 p.m.

BILLING

Group will accept responsibility for guest room(s), taxes, resort fees, and any additional authorized charges for all of its attendees. All other charges will be the responsibility of the attendee.

DIRECT BILLING ARRANGEMENTS

The Group currently has direct billing established with Hotel and is in good standing. Should Hotel determine after review of credit that your credit status has changed, Hotel will have the option to require payment of all estimated master account charges no later than fourteen (14) days before arrival, including any estimated attrition fees. Group shall review all charges billed to the master account to ensure accurate billing. Payment of all direct billing must be made within thirty (30) days of receipt of a reconciled invoice from Hotel. Group must notify hotel of disputes within seven (7) business days or disputes will be considered waived. All undisputed charges will be paid within thirty (30) days, and if not paid within thirty (30) days will be subject to interest accruing at the rate of 1 1/2% per month until paid.

CREDIT CARD BILLING

Subject to the terms and conditions of the agreement, Hotel will accept credit card payments for all transactions. For payment by credit card, a completed credit card authorization form is required. (For security reasons, credit card information may not be taken over the phone.) All credit cards will be charged prior to arrival/event function.

MEETING & FUNCTION SPACE

At this time the Group has not requested any meeting/function space at the Hotel for events. Any requests made after the execution of this agreement should be directed to the assigned Catering/Convention Service Manager. These requests are subject to the Hotel's availability and rental and/or food and beverage minimums may also apply.

ROOM ATTRITION

Not applicable.

IMPOSSIBILITY

The obligations of the parties under this Agreement shall be excused in whole or in part, as necessitated based on the circumstances, to the extent that the affected party's performance under this Agreement is reasonably prevented by a Force Majeure Event (defined below). If as a result of a Force Majeure Event either party is unable to perform its obligations under this Agreement, then either party shall have the right to cancel the event or meeting upon notice to the other party and terminate this Agreement without further liability of any nature, in which event Hotel shall promptly return Client's deposit without cancellation charge, except that Hotel shall have the right to retain from the deposit, and Client shall otherwise remain liable for, an amount equal to any unavoidable out-of-pocket costs expended on Client's behalf at the time of termination. In no event shall either party be liable for consequential or punitive damages of any nature for any reason whatsoever arising out of this Agreement. As used herein, "**Force Majeure Event**" shall mean acts of God such as fires, extreme weather, lightening, or floods; water quality or conditions; contaminations; inability to obtain materials or supplies; confiscations or restraints of government (civil or military, including but not limited to inability to have access to roads or pathways or government directives to cease conducting normal business); strikes or labor disputes; civil disturbance; any local, regional, or national declared public health emergency related to any pandemic or epidemic which restricts travel of more than 50% of the attendees, restricts the (HOTEL) from conducting the event or restricts the congregation or persons below the anticipated attendance of the event; or any other unforeseeable cause or combination thereof that is not within the reasonable control of the parties and equally affects all other similarly situated persons or entities (and not otherwise due to any negligence or willful misconduct by the parties).

Notwithstanding the foregoing, if government mandates attendance restrictions, Hotel and Client agree to negotiate in good faith to reach an agreement regarding changes to the Event plans in order to adhere to applicable government requirements, including, but not limited to reducing the F&B Minimum to reflect reduced attendance due to space limitations.

INDEMNIFICATION

To the extent permitted by law, Group shall indemnify, defend and hold harmless the Hotel, its officers, directors, employees and agents, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which the Hotel, its officers, directors, employees and agents, may incur but only in proportion to and to the extent such liability, loss, damage or claims are caused by or result from the Group's negligence or misconduct. The terms of this provision shall survive the termination or expiration of this Agreement.

The Hotel shall indemnify, defend and hold harmless the Group, its officers, directors, employees, volunteers and agents, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which Group, its officers, directors, employees, volunteers and agents, may incur to the extent arising out of the negligence or misconduct of the Hotel, its officers, directors, employees, agents, contractors, or any other person or organization hired by the Hotel. The terms of this provision shall survive the termination or expiration of this Agreement.

AMERICANS WITH DISABILITIES ACT

The Hotel, to the best of its knowledge, is in reasonable compliance with all laws including the Americans with Disabilities Act (ADA) and the regulations and guidelines promulgated pursuant thereto.

Golden Nugget Biloxi agrees to indemnify and hold harmless the Group in the event that any legal action, claim, demands, suit or proceeding is filed against alleging that facilities or services provided by Golden Nugget Biloxi failed to comply with ADA.

LIMITATION OF LIABILITY

For breach of contract and/or cancellation purposes only, in no event shall Hotel's liability to Group or any other person or entity arising out of or in connection with the agreement exceed, in the aggregate, the total sums paid by the client to venue hereunder, whether such liability is based on action in contract, warranty, strict liability or Tort (including, without limitation, negligence) or otherwise.

DISPUTE RESOLUTION

**Letter of Agreement
Brazilian Tour Operator & Journalist FAM**

The law of the State in which Hotel is located will be the governing law of this Agreement and venue of any disputes shall be exclusively in the state courts of the county in which the Hotel is located. Should either party prevail in litigation to enforce the terms and conditions of this Agreement, such party shall be entitled to recover its costs of litigation and its reasonable attorney fees as fixed by the trial court and, if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court. The parties hereby waive trial by jury in any action, proceeding, or counterclaim brought by either party against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this Agreement. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with Hotel's efforts to collect monies owed under the terms of this Contract.

COMPLIANCE

Group agrees to comply with all applicable federal, state and local laws and Hotel rules and policies governing the agreement event. Group further agrees to comply with any request from local, state, or federal officials, specifically including, but not limited to U.S. Department of Homeland Security and Internal Revenue Service.

ASSIGNMENT

Group agrees that it may not assign its interest, rights or duties under this agreement to any other person or entity without Hotel's prior written approval, which can only be approved by management.

NOTICE

Any notice required or permitted by the terms of this agreement must be in writing. Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

WAIVER

If either party agrees to waive its right to enforce any term of this agreement, such waiver shall be made in writing and the waiving party shall not be deemed to have waived its right to enforce any other terms of this agreement not expressly covered by such waiver.

SEVERABILITY

Should a court of competent jurisdiction declare any portion of this agreement invalid or unenforceable, the remaining portions of this agreement not invalidated shall govern and bind the parties and be construed as if the invalidated portions were not originally included in the agreement.

SIGNATURE

This agreement, with exhibits attached (Catering Terms & Conditions), constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended or changed unless done so in writing signed by Hotel and Group. Oral modifications to this written agreement, even if allowed by local law, will not be considered binding.

The undersigned represent that they are authorized to sign and enter into this agreement.

ACCEPTED AND AGREED TO:

Coastal Mississippi

By: 

Brooke Shultz

Golden Nugget Biloxi

By: 

Date

Leslie Barfield
Director of Sales

Date

10/29/21

AGREEMENT FOR FIFTH EXTENSION OF THE
COOPERATIVE AGREEMENT BY AND BETWEEN
GULFPORT-BILOXI REGIONAL AIRPORT AUTHORITY
and THE MISSISSIPPI GULF COAST REGIONAL CONVENTION
AND VISITOR'S BUREAU, D/B/A COASTAL MISSISSIPPI

WHEREAS, on or about December 7, 2016, the Gulfport-Biloxi Regional Airport Authority (hereinafter referred to as "GBRAA") and the Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Visit Mississippi Gulf Coast (hereinafter referred to as "VMGC"), entered into a Cooperative Agreement for the purposes of purchasing and providing group health insurance coverage and related benefits to their employees pursuant to Miss. Code Ann. § 25-15-101 (1972 as amended); a copy of said Cooperative Agreement is attached hereto and incorporated herein as Exhibit "1"; and

WHEREAS, under the terms of the Cooperative Agreement, said Agreement was effective through December 31, 2017, unless extended for successive one (1) year periods upon the mutual consent of the parties; and

WHEREAS, Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Visit Mississippi Gulf Coast (VMGC) is now operating under the brand of "Coastal Mississippi"; and

WHEREAS, upon mutual agreement of the GBRAA and Coastal Mississippi, the initial term has been extended annually for four (4) subsequent one (1) year periods, through December 31, 2021; and

WHEREAS, GBRAA and Coastal Mississippi now desire to extend the Cooperative Agreement for an additional one (1) year term, through December 31, 2022, unless terminated prior thereto by either party pursuant to the terms of the Agreement; and

WHEREAS, the parties further agree to subsequently engage a third-party Administrator to provide ACA Employer Reporting Services, ERISA Compliance Services, and COBRA Administration Services for an additional year; and

WHEREAS, the parties further agree to subsequently engage a third-party service provider to perform non-fiduciary and fiduciary duties with respect to their Flexible Benefit Cafeteria Plans for an additional year.

NOW, THEREFORE, the parties mutually agree as follows:

1. The Cooperative Agreement by and between GBRAA and Coastal Mississippi dated on or about December 7, 2016, is hereby extended for an additional one (1) year term and shall expire on December 31, 2022 unless terminated prior thereto by either party pursuant to the terms of the Agreement. A copy of the initial Cooperative Agreement is attached hereto and incorporated herein as **Exhibit "1"**.

2. GBRAA and Coastal Mississippi agree to subsequently engage a third-party Administrator to provide ACA Employer Reporting Services, ERISA Compliance Services, and COBRA Administration Services for an additional year. Furthermore, GBRAA and Coastal Mississippi agree to subsequently engage a third-party service provider to perform non-fiduciary and fiduciary duties with respect to their Flexible Benefit Cafeteria Plans. Coastal Mississippi and GBRAA agree to execute and submit all necessary plan applications or agreements to authorize these third-party administrators to provide said services. Each entity will be responsible for reporting separately under their Federal Tax I.D. number.

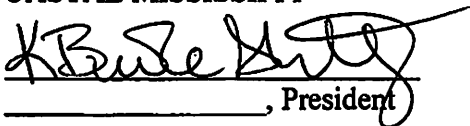
3. Other than the changes set forth above, all other provisions of the Cooperative Agreement by and between GBRAA and Coastal Mississippi and any amendments thereto

remain in full force and effect.

IN WITNESS WHEREOF, GBRAA and Coastal Mississippi have made and executed
this Agreement as of the dates below.

MISSISSIPPI GULF COAST REGIONAL
CONVENTION AND VISITOR'S BUREAU,
d/b/a COASTAL MISSISSIPPI

By:

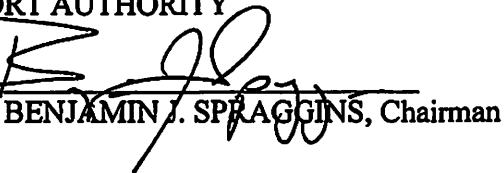

_____, President

Date:

10-28-21

GULFPORT-BILOXI REGIONAL
AIRPORT AUTHORITY

By:


BENJAMIN J. SPRAGGINS, Chairman

Date:

11-20-2021

COOPERATIVE AGREEMENT BY AND BETWEEN
GULFPORT-BILOXI REGIONAL AIRPORT AUTHORITY
and THE MISSISSIPPI GULF COAST REGIONAL CONVENTION
AND VISITORS BUREAU D/B/A VISIT MISSISSIPPI GULF COAST

WHEREAS, the Gulfport-Biloxi Regional Airport Authority (hereinafter referred to as "GBRAA") is a public entity chartered by the Secretary of State of Mississippi on August 25, 1977, as a Regional Airport Authority pursuant to the Mississippi Code Annotated, Sections 61-3-1 through 61-3-83, (1972, as amended) to promote public purposes, including commercial, general and military aviation and general commerce, tourism, and economic development; and

WHEREAS, the Mississippi Gulf Coast Convention and Visitors Bureau d/b/a Visit Mississippi Gulf Coast (hereinafter referred to as "VMGC") is a public entity created pursuant to H. B. No. 1716, Local and Private Laws of 2013, Regular Session, and charged with advertising, promoting and bringing into favorable notice the tourism attractions, events, opportunities, possibilities, resources and conventions for the benefit of Harrison, Hancock and Jackson counties; and

WHEREAS, in an effort to improve group health insurance coverage for the employees of both VMGC and GBRAA, and to reduce costs, both entities desire to enter into this cooperative agreement for the purposes of purchasing and providing group health insurance coverage and related benefits to their employees pursuant to Mississippi Code Annotated, Section 25-15-101 (1972, as amended); and

WHEREAS, the purpose of this Agreement is to outline the responsibilities of both the VMGC and GBRAA for providing, administering and managing group health insurance coverage

Exhibit 1

and related benefits for the employees of VMGC and GBRAA, as more specifically set forth in this Agreement and any Exhibits hereto; and

WHEREAS, there will be no separate or legal or administrative entity created hereby, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely the GBRAA and the VMGC, shall each cooperate together within and under the terms of this Agreement to achieve optimal health insurance coverage and benefits for the employees of each entity at minimum cost to the entities;

NOW, THEREFORE, BE IT RESOLVED by GBRAA and the VMGC, that they do hereby enter into this Cooperative Agreement for group health insurance coverage and related benefits as hereinafter outlined, said Agreement being authorized by § 25-15-101 of the Mississippi Code of 1972 Annotated, and agree as follows, to-wit:

SECTION 1: ADMINISTRATION

This Agreement will be administered in accordance with the terms and conditions set forth herein by VMGC, under the direction of its Board of Commissioners, and the GBRAA, under the direction of the Commissioners of the Gulfport-Biloxi Regional Airport Authority, all as more fully detailed in this Agreement and the Exhibits attached hereto and incorporated herein by reference.

GBRAA and VMGC agree to join together for the purpose of obtaining health insurance coverage for their employees in accordance with Mississippi Code of 1972, Section 25-15-101. Such coverage includes, but is not limited to, the purchase of major medical insurance, dental insurance, vision insurance, voluntary long term disability insurance, voluntary/group life and

accidental death and dismemberment (hereinafter referred to as "Chosen Health Care Insurance"). It is agreed that representatives of each organization will meet annually with insurance agents to review coverages and costs for coverage prior to each renewal period. To the extent Request for Proposals are sought, said procedure shall be mutually agreed upon by VMGC and GBRAA before commencement. VMGC and GBRAA agree that the Chosen Health Care Insurance coverage plan and related benefits shall be pursuant to a mutually agreeable decision of each entity by way of separate resolution, and shall be reviewed on an annual basis prior to each annual open enrollment period. Upon VMGC and GBRAA providing written approval of the Chosen Health Care Insurance plans and associated benefits, and to the extent required by the carrier, VMGC hereby authorizes and directs the Chairman or Vice Chairman of GBRAA to sign any and all documents necessary to effect said Chosen Health Care Insurance coverages, as an act of and on behalf of VMGC.

Upon selection of the Chosen Health Care Insurance plans, VMGC and GBRAA are responsible for the continual enrollment, modification and on-going management of their respective employees within the plan. Such responsibility includes, but is not limited to, eligibility tracking, verification of eligibility and benefits, and administration of COBRA coverage.

VMGC and GBRAA also agree to engage Total Administrative Services Corporation (hereinafter referred to as "TASC") to provide ACA Employer Reporting Services, ERISA Compliance Services, and COBRA Administration Services, as more fully detailed in said proposals attached hereto as Exhibits "A", "B," and "C" respectively. TASC is a privately-owned third party administrator that provides outsourcing solutions for a wide variety of

employee benefits programs. TASC is a company licensed to conduct business in the State of Mississippi, and has agreed to provide third party administration services to VMGC and GBRAA. VMGC and GBRAA agree to execute and submit all necessary plan applications or agreements to authorize TASC to provide the ACA Employer Reporting Service, ERISA Compliance Service, and COBRA Administration Service to both entities as provided in the Exhibits "A" through "C" attached hereto. Each entity will be responsible for reporting separately under their federal tax ID number. To the extent another similar company is subsequently desired to provide these services, VMGC and GBRAA must mutually approve said company.

Moreover, GBRAA currently utilizes Southern Administrators and Benefits Consultants, Inc. (hereinafter referred to as "SABC") to perform non-fiduciary and fiduciary duties of a service provider with respect to the Airport's Flexible Benefit Cafeteria Plan. GBRAA seeks to continue said engagement. VMGC seeks to engage SABC as its service provider to administer its Flexible Benefit Cafeteria Plan. VMGC and GBRAA agree to execute and submit all necessary plan applications or agreements to retain and/or to continue the retention of SABC to administer the Flexible Benefit Cafeteria Plans of each respective entity. To the extent another similar company is subsequently desired to provide these services, VMGC and GBRAA must mutually approve said company.

SECTION 2: ACCOUNTING AND PAYMENT OF PREMIUM

VMGC and GBRAA are ultimately responsible for the payment and/or collection of all premium costs for their respective employees and employees' families/dependents for the Chosen Health Care Insurance plans. It is the parties' understanding that the carrier will only

generate one combined premium invoice and that upon receipt of said invoice, GBRAA shall remit to the carrier full payment for the total premium cost for all enrolled individuals. However, GBRAA shall thereafter reconcile said account and invoice VMGC for its share of premium cost for VMGC's enrolled employees and employees' families/dependents. VMGC shall remit full payment to GBRAA within thirty (30) days of receipt of said invoice. The parties acknowledge that the premium amounts may fluctuate month to month depending upon the enrollment numbers, however the responsibility for payment of each entity premium cost shall continue so long as the parties' employees and their dependents remain enrolled in the plan, regardless of prior termination.

SECTION 3: COST OF SERVICES FOR THIRD PARTY ADMINISTRATOR

To the extent available, each entity shall be billed separately for any services being provided by a third party administrator, including but not limited to, TASC and SABC. For administrative services which are not based on the number of employees for each entity, costs shall be divided equally between the parties hereto. For administrative services which are based on the number of employees of each entity, costs shall be allocated on a pro rata basis. Payments for services shall be made directly to the third party administrator by each entity.

SECTION 4: GENERAL PROVISIONS

This Contract shall be executed in several counterparts, all of which shall be considered originals.

This Agreement shall be governed and construed in accordance with the laws of the State of Mississippi.

SECTION 5: FEES, FINES AND TAXES

VMGC and GBRAA, at their respective sole cost and expense, shall comply with all laws, statutes, ordinances, rules and regulations of any governmental authority having jurisdiction over the insurance policies and related benefits obtained pursuant to this Agreement.

VMGC and GBRAA agree to pay, when due, all fees, fines and tax charges assessed or levied by competent governmental authority. VMGC shall be responsible for any and all liabilities, fines, penalties, excise taxes, expenses, costs, damages, attorneys' fees and losses of any kind or nature which arise, in whole or in part, from the negligent acts, errors, omissions, or failure to perform by VMGC, its officers, agents or employees. Furthermore, GBRAA shall be responsible for any and all liabilities, fines, penalties, excise taxes, expenses, costs, damages, attorneys' fees and losses of any kind or nature which arise, in whole or in part, from the negligent acts, errors, omissions, or failure to perform by GBRAA, its officers, agents or employees.

SECTION 6: TERM OF AGREEMENT

The term of this Agreement shall be effective upon the last date of execution by all parties, and shall expire December 31, 2017, unless terminated prior by either party. The parties have the right to terminate this Agreement for any reason; however, they must provide the other party hereto with at least sixty (60) days' advance written notice of intent to terminate.

Thereafter, upon written request of either party and upon approval by the other party, this Agreement may be ratified and approved for successive one (1) year periods, or until terminated by either party upon providing the other party with written notice of the intent to terminate at

least sixty (60) days in advance of the termination date.

SECTION 7: AMENDMENT OF THIS AGREEMENT

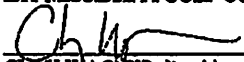
This Contract constitutes the entire agreement of the parties and may be amended only upon mutual written consent of the parties.

SECTION 8: NOTICE


Official notice to the parties shall be to the mailing addresses identified below unless a change of address is provided to the parties in writing. Notice to the VMGC shall be to the Executive Director Renée Areng, Mississippi Gulf Coast Convention and Visitors Bureau, 2350 Beach Blvd., Suite A, Biloxi, MS 39531 4914. Notice to GBRAA shall be to the Executive Director Clay Williams, Gulfport-Biloxi Regional Airport Authority, 14035-L Airport Road, Gulfport, Mississippi 39503. All official notices shall be in writing and served by U.S. Mail or by hand delivery.

IN WITNESS WHEREFOR, GBRAA and VMGC have made and executed this Agreement as of the dates below.

MISSISSIPPI GULF COAST REGIONAL
CONVENTION AND VISITORS BUREAU,
d/b/a VISIT MISSISSIPPI GULF COAST

By: 
CLAY WAGNER, President

Date: 11/30/16

Attest: 
PAM MELZINGER, Vice President

GULFPORT-BILOXI REGIONAL
AIRPORT AUTHORITY

By: 
CLARK GRIFFITH, Chairman

Date: 12-7-16



BadgePro Plus – Annual Subscription
Standard License Agreement
Single User Group (1-3 Users*)

219 Independence Dr
Stafford, VA 22554
Phone 540-288-8400
sales@badgepro.com
www.badgepro.com

The Laser's Edge licenses this *software* to you only upon the condition that you accept all the terms contained in this license agreement. Please read the terms carefully and provide your signature, as an authorized agent of your Organization, as acceptance of these terms, before installation. If you do not agree to the terms provided herein, DO NOT INSTALL the *software*, and contact The Laser's Edge promptly to cancel your subscription.

LICENSE:

The *software* is the property of The Laser's Edge and is protected by copyright law. While The Laser's Edge continues to own the *software*, you will have certain rights to use the *software* after acceptance of this license. The Laser's Edge may terminate this license agreement if you fail to comply with the terms and conditions of the license agreement. In such an event you must remove all installed components of the *software* from your computers/network.

Your rights and obligations are as follows:

YOU MAY:

1. Use the *software* within one user subgroup (up to three in-house users*).
2. Make one additional copy of the *software* installation for archival purposes.

YOU MAY NOT:

1. Use the *software* outside of the user group, without an Extended (site) License. (Except when used onsite for event registration.)
2. Use the *software* at multiple locations or offices, without a License for each location. (Except when used onsite for event registration.)
3. Sublicense, lease, rent or loan any portion of the *software*.
4. Reverse engineer, decompile, disassemble, modify, translate, make any attempts to discover the source code of the *software*, or create derivative works from the *software*.

TECHNICAL SUPPORT:

The annual subscription to this *software* covers telephone/e-mail support for all users, any upgrades to the existing *software*, as well as any new applications added to the *software* system. Telephone support is available during regular business hours from The Laser's Edge.

DISCLAIMER OF DAMAGES:

To the maximum extent permitted by applicable law, in no event shall The Laser's Edge be liable for any special, incidental, indirect or consequential damages whatsoever (including, without limitation, damages for loss of profits, interruption of business, loss of business information, or any pecuniary loss) arising out of the use or inability to use the *software*.

MISCELLANEOUS:

The laws of the State of Virginia will govern this Agreement. This Agreement may only be modified by a license addendum, which accompanies this license, or by a written document which has been signed by both you and The Laser's Edge.

**Additional "Add-On" users may be purchased to increase the maximum users in a subgroup. Add-on users will be renewed with the Standard License unless notified to cancel/change user count. (See Renewal below.)*

RENEWAL:

You are under no obligation to renew a subscription, however, if you decide not to renew, please contact The Laser's Edge prior to your renewal date, so we may update our records. Your organization's subscription will continue to renew until said notice is given. Although The Laser's Edge tries to verify renewal for each of its annual licensees as a courtesy, your subscription will be renewed automatically unless a removal is requested. Invoices are dated from your annual renewal date, not the date contact is made.

In the event that your organization declines to renew, all installed components of the *software* must be removed from the organization's computers/network.

I have read and understand the Standard License Agreement that has been provided to me by The Laser's Edge, have the authority to accept on behalf of the organization or entity listed below, and do hereby accept the terms of this agreement.

Signature: [Handwritten Signature] Date: 10-28-21
Print Name: Kaylyn B. Shultz Title: Board President

Please complete the following so we may update our records for the subscribing entity...

Organization (Dept.): MS Gulf Coast Regional CIB d.b.a. Coastal Mississippi
Address: 2350 Beach Blvd, Suite A
City, State, Zip: Biloxi, MS 39531
Telephone: 228-896-6699
E-Mail Address: KAREN@COASTALMISSISSIPPI.COM

Signing party will be entered as the License Contact, and email will be used for renewal notices and downloads. If you wish to designate a different party to handle the software downloads from badgepro.com, you may do so here:

Name & Email for

Download Account Only: _____



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