

**COASTAL MISSISSIPPI BOARD MEETING**  
**June 30, 2022**  
**OFFICIAL MINUTES**

The Coastal Mississippi Board met Thursday, June 30, 2022, at 3:00 p.m. in the Coastal Mississippi Boardroom 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 (Called-In at 3:33 p.m.), Blaine LaFontaine, Danny Hansen, Greg Cronin, Jackie Avery, Jr., Janet McMurphy, Jerry St. Pé, Jimmie Ladner, Kim Fritz, Nikki Moon, Rusty David

Commissioners Absent: None

Staff Members Present: Judy Young, Executive Director; Pam Tomasovsky, Director of Finance & Employee Relations; Patty Meagher, Director of Communications & Engagement; Zach Holifield, Director of Leisure Business Development; Duncan Ing, Executive Administrator

Others Present: Hugh Keating, Legal Counsel; Coastal Mississippi Advisory Members: Myrna Green, Hancock County Tourism; Mike Davis, Proxy for MS. Hotel and Lodging Association; Gloria Frey, Mississippi Coast Coliseum and Convention Center; Guests: Linda Hornsby, MS. Hotel and Lodging Association; Dan Rene, kglobal; Mary Perez, Sun Herald; Cecilia Dobbs Walton, City of Biloxi

President Brooke Shoultz called the meeting to order at 3:03 p.m.

1. Introduction of Guests

2. Antitrust, Conflicts, Confidentiality Reminder

3. President's Report

4. Commissioner Fritz made the motion to set aside the May 26<sup>th</sup> Monthly Meeting Minutes from the Consent Agenda. Seconded by Commissioner Ladner. President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	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 St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Absent	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted June 30, 2022.

5. Commissioner Moon made the motion to accept the Consent Agenda as presented, seconded by Commissioner Cronin. Accordingly, approval of the Financial Report, Departmental Reports, Executive Director's Report, KPI Report, Expedia Partnership with EDA funds, 2<sup>nd</sup> Quarter FY'22 Report, July Calendar of Events, and the next meeting date- 6/30/2022 was considered for approval. President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	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 St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Absent	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted June 30, 2022.

6. Commissioner St. Pe' made the motion to accept the Consent Agenda as presented, seconded by Commissioner Ladner. Accordingly, approval of the April 28, Monthly Meeting Minutes, Sugar Bert Boxing Group Incentive, Southern Black Softball Association Group Incentive, 2025 Senior and Junior Beta Club Group Incentive, the National Rural Electric Cooperative Group Incentive, Financial Report, Departmental Reports, Executive Director's Report, KPI Report, June Calendar of Events, and the next meeting date- 6/30/2022 was considered for approval. President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	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 St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Absent	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted June 30, 2022.

7. Commissioner Ladner made the motion to approve the May 26<sup>th</sup> Monthly Meeting Minutes, seconded by Commissioner Hansen. President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	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 ---- Abstain	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Absent	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted June 30, 2022.

Hugh Keating, Legal Counsel, gave report on the following items:

8. Commissioner Williams made the motion to approve the Restore funds Resolution and Application, seconded by Commissioner Fritz. President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Recused	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 St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Absent	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted June 30, 2022.

9. Commissioner Hansen made the motion to approve the Terms and Conditions for trip giveaways at Birmingham and Memphis activations, seconded by Commissioner Marsh. President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	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 St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Absent	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted June 30, 2022.

10. Commissioner Moon made the motion to approve the Expedia Insertion Order, seconded by Commissioner McMurphy. President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	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 St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Absent	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted June 30, 2022.

11. Old Business: No Action Taken

12 New Business:

13. Commissioner McMurphy made the motion to amend the July Meeting Date from July 28<sup>th</sup>, 2022, to August 2<sup>nd</sup>, 2022, seconded by Commissioner Ladner. President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	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 St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted June 30, 2022.

14. Commissioner Williams made the motion to approve Boardable as the new board management system, seconded by Commissioner Marsh. President Shoultz called the

question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	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 St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted June 30, 2022.

15. Commissioner Moon made the motion to approve the Addendum to the Fahlgren Mortine Statement of Work, seconded by Commissioner Hansen. President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	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 St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted June 30, 2022.

16. Commissioner Moon made the motion to approve the kglobal Consulting Agreement, seconded by Commissioner Cronin. President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	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 St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted June 30, 2022.

17. Commissioner Avery, Jr. made the motion to enter Closed Session to discuss the need to enter into Executive Session, seconded by Commissioner Marsh. President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	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 St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted June 30, 2022.

18. Commissioner Moon made the motion to exit Closed Session and reconvene in Open Meeting, seconded by Commissioner Hansen, President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	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 St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted June 30, 2022.

Legal Counsel stated no action was taken in Closed Session.

19. Commissioner Hansen made the motion to enter Executive Session for the purpose of discussing the job responsibilities of the Executive Director and the Destination Services Executive, seconded by Commissioner David. President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	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 St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted June 30, 2022.

20. Commissioner Hansen made the motion to exit Executive Session and reconvene in Open Meeting, seconded by Commissioner Moon, President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	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 St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted June 30, 2022.

Legal Counsel stated no action was taken during Executive Session.

21. Commissioner David made the motion to approve the Administrative Resolution, seconded by Commissioner Williams. President Shoultz called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- No
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- No
Commissioner Hansen	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- No	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- No
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted June 30, 2022.

22. Commissioner Ladner made the motion to adjourn the meeting, seconded by Commissioner Moon. President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	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 St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted June 30, 2022.

## PUBLIC MEETING NOTICE



The Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi will hold its Monthly Board meeting for the purposes of the following:

**Thursday, June 30, 2022**

**3:00pm-5:00pm**

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

## AGENDA

Coastal Mississippi  
Monthly Board Meeting  
June 2022 Monthly Board Meeting  
Thursday, June 30, 2022, 3:00 pm - 5:00 pm  
Coastal Mississippi Boardroom



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

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

- C. Antitrust, Conflicts, Confidentiality Reminder

- 1. Please complete and sign the paperwork in your labeled folders

- D. President's Report

- E. Consent Agenda- [Action Requested](#)

- 1. Approval of May 26th Monthly Meeting Minutes

- 2. Financial Report

- a. Supplemental Financial Information

- 3. Departmental Reports

- 4. Executive Director Report - Judy Young

- 5. KPI Report

- 6. Expedia Campaign Summer & Fall 2022 with EDA funds

- 7. 2nd Quarter FY '22 Report

- 8. July Calendar of Events

- F. Legal - Contracts & Agreements

- 1. Gulf Coast Restore Funds EVENTS Application & Resolution- [Action Requested](#)

- 2. Terms and Conditions for trip giveaways at Birmingham and Memphis activations- [Action Requested](#)

- 3. Expedia Insertion Order- [Action Requested](#)

- G. Old Business

- 1. Slate of New Officers- [Action Requested](#)

- H. New Business

- 1. First Draft Budget Review 'FY 23 - [Action Requested](#)

- 2. Strategic Plan FY '23- [Action Requested](#)

- 3. Changing July Meeting Date to August 2nd- [Action Requested](#)

- 4. Boardable (New Board Management System)- [Action Requested](#)



5. Fahlgren Mortine Addendum to Statement of Work- **Action Requested**
6. Legal RFP- **Action Requested**
7. Vehicles Status Update
- I. Executive Session - **Action Requested**
- J. Adjourn - **Action Requested**
- K. Reminders:
  - > **Coastal Mississippi Monthly Board Meeting**  
*July Meeting Date TBD Coastal Mississippi Boardroom*
- L. *Items of Future Consideration (Informational Purposes Only)*
  1. Neshoba County Fair- July 27- 28

**RESOLUTION AUTHORIZING MISSISSIPPI GULF COAST REGIONAL  
CONVENTION AND VISITORS BUREAU d/b/a COASTAL MISSISSIPPI TO  
APPLY FOR A GULF COAST RESTORATION FUND GRANT IN SUPPORT OF  
THE PROPOSED COASTAL MISSISSIPPI EVENTS PROGRAM STRATEGY  
AND TO AUTHORIZE AND ALLOCATE MATCHING FUNDS AS REQUIRED**

WHEREAS, the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU d/b/a COASTAL MISSISSIPPI was created to bring into favorable notice and to unify and improve the promotion, advertising and marketing of the attractions, events, conventions and tourism related opportunities and resources on the Mississippi Gulf Coast in Hancock, Harrison and Jackson Counties; and,

WHEREAS, the promotion, advertising and marketing of and by COASTAL MISSISSIPPI produces significant economic impacts for the tourism industry and enhances the quality of life for the COASTAL MISSISSIPPI area, as well as, the entire STATE OF MISSISSIPPI; and,

WHEREAS, Senate Bill 2002 amended Section 27-103-302 of the Mississippi Code, thereby designating the Mississippi Development Authority (MDA) as administrator of funds held by the State Treasurer in a fund known as the Gulf Coast Restoration Fund (GCRF); and

WHEREAS, by way of Section 27-103-302 of the Mississippi Code, as amended, the Mississippi legislature designated certain counties within the State of Mississippi which may apply for grants of funds held in the GCRF; and

WHEREAS, Hancock, Harrison and Jackson Counties are all within the geographic area designated for GCRF grants; and

WHEREAS, COASTAL MISSISSIPPI, with the use of GCRF grant funds and its matching funds, desires to develop and implement new and creative strategic "EVENT" programs to: (1) enhance, expand, promote and maximize the potential of notable existing events within the area of COASTAL MISSISSIPPI, (2) incentivize and attract promoters of existing established events from markets outside of COASTAL MISSISSIPPI in order to consider COASTAL MISSISSIPPI as a venue for production of such events, and (3) create and sustain a regional event which incorporates and promotes the unique and rich legacies and resources of the three coastal counties of the STATE OF MISSISSIPPI; and,

WHEREAS, in order to further its mission, COASTAL MISSISSIPPI desires to prepare and submit an application for a GCRF grant to provide funds for the "EVENT" programs identified herein, seeking \$6,300,000 over the course of three (3) years, to be allocated as \$2,100,000 in each of years 2023, 2024, and 2025, with COASTAL MISSISSIPPI supporting the proposal by way of a twenty percent (20%) match per year for each of the three years.

NOW, THEREFORE, upon motion duly made, seconded, and unanimously carried, it is hereby

RESOLVED that the MISSISSIPPI GULF COAST CONVENTION AND VISITORS BUREAU d/b/a COASTAL MISSISSIPPI authorizes and approves the application for the year 2022 for grant funds available through the GCRF, attached hereto as Exhibit "A", seeking \$6,300,000 over the course of three (3) years, to be allocated in the amount of \$2,100,000.00 per year for the years 2023, 2024, 2025 and to be used to develop and implement new and creative strategic "EVENT" programs to: (1) enhance, expand, promote and maximize the potential of notable existing events within the area of COASTAL MISSISSIPPI, (2) incentivize and attract promoters of existing established events from markets outside of COASTAL MISSISSIPPI in order to consider COASTAL MISSISSIPPI as a venue for production of such events, and (3) create and sustain a regional event which incorporates and promotes the unique and rich legacies and resources of the three coastal counties of the STATE OF MISSISSIPPI.

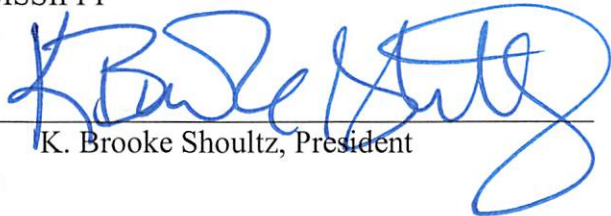
FURTHER, it is RESOLVED that MISSISSIPPI GULF COAST CONVENTION AND VISITORS BUREAU d/b/a COASTAL MISSISSIPPI should be and hereby is authorized to appropriate, allocate and expend matching funds from its budget in the amount of \$420,000.00 per year for years 2023, 2024, and 2025, which is equivalent to 20% of the total grant application for the uses and purposes consistent with the application for grant funds referenced herein.

FURTHER, it is RESOLVED that the MISSISSIPPI GULF COAST CONVENTION AND VISITORS BUREAU d/b/a COASTAL MISSISSIPPI respectfully requests approval of its application for GCRF grant funds to be used for the strategic "EVENT" programs and purposes recited herein, as such will produce a significant economic impact for the tourism industry and enhance the quality of life for the MISSISSIPPI GULF COAST and the STATE OF MISSISSIPPI.

BE IT RESOLVED, this the 30<sup>th</sup> day of June, 2022.

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

BY:



K. Brooke Shoultz, President

# **Malco Summer Drive-In 2022 (Memphis, TN) and The World Games 2022 (Birmingham, AL) Contest Official Rules**

## **1. Eligibility**

No purchase necessary. Void where prohibited. Contest is open to all event attendees of Malco Summer Drive-In 2022 who sign up for the contest via Coastal Mississippi's landing page, except those employees of the Coastal Mississippi Regional Convention and Visitors Bureau ("Coastal Mississippi"), Hotel Legends, Shaggy's, and Ship Island Excursions. No residency restrictions. One entry per person will be counted towards the contest.

## **2. Participation & Entries**

To qualify, you must enter required contact information on contest landing page in the given timeframe. Sponsors are not responsible for late submissions. Upon submission of your entry as a Participant in the contest, you hereby authorize Coastal Mississippi to provide your contestant information to any and all Sponsors.

## **3. Prizes**

One (1) winner will receive a two (2) night stay at Hotel Legends for four (4) guests, a \$100 gift card to Shaggy's restaurants, four (4) return Ship Island Excursions ferry tickets + two (2) sets of chairs and umbrellas, and four (4) 2-Day Coastal Mississippi Attractions Passes. Offer is subject to federal, state, and local laws. Prize is non-negotiable and has no cash value. Offer must be redeemed by June 1, 2023.

## **4. Winner Selection**

Winner will be selected at random through a third-party online service. Coastal Mississippi, Hotel Legends, Shaggy's, and Ship Island Excursions will not have any participation in winner selection. Winner will be selected at the conclusion of the event.

## **5. General Release**

This promotion is being sponsored by Coastal Mississippi, Hotel Legends, Shaggy's, and Ship Island Excursions (herein "Sponsors"). Accordingly, Coastal Mississippi, Hotel Legends, Shaggy's, and Ship Island Excursions hereby disclaim and make no representations or warranties, express or implied, as to the process for selection or subject matter of the program for which prizes may be awarded. Further, you hereby covenant and agree to waive, release, and hold harmless Coastal Mississippi, Hotel Legends, Shaggy's, and Ship Island Excursions from and against any and all claims, demands, charges, liabilities and damages, if any, of every type or nature whatsoever, now or in the future, which arise out of, relate to or may be associated with your submission of any information in connection with the contest described herein.

## **6. Additional Terms**

Sponsor assumes no responsibility for electronic hardware, programming or software malfunctions, or failures, or line connections, accessibility or availability, or technical or human failures of any kind, or unauthorized human intervention, or the incorrect or inaccurate capture of any entry or other information, or for the failure to capture any such information, or any injury or damage to persons or destination which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Sweepstakes or receipt or use or misuse of any Prize. Sponsor, at its sole discretion, reserves the right to cancel or modify or suspend this Sweepstakes or disqualify any Participant if fraud or technical failures (including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention), or any other causes beyond the control of Sponsor that Sponsor determines compromises the integrity of the Sweepstakes. By participating, each eligible Participant agrees to a.) the Official Rules and the decisions of Sponsor which shall be final in all respects; and b.) releases, discharges and holds harmless Sponsor its parent, subsidiaries, affiliates, officers, directors, and employees, from any liability, claims, or damages arising out of their participation in the Sweepstakes and the acceptance, use, misuse, or possession of the Prize. Participants also further acknowledge that Sponsor and its parent, subsidiaries, affiliates, officers, directors, and employees have neither made, nor are in any manner responsible or liable for, any warranty, representation, or guarantee, expressed or implied, in fact or in law relative to any Prize of this Sweepstakes including, but not limited to,

**quality, condition or fitness for a purpose.**





### Agency Contact Information

Agency	Contact Name	Title	Address	Email	Phone	Fax

Overview			
Site	Impressions	Gross Value	Net Value
Expedia for TAAP USA (EN)	388,889	\$6,000	\$6,000
Expedia.com (USA)	2,528,502	\$84,000	\$84,000
Vibo.com (USA)	434,783	\$10,000	\$10,000
Totals	3,352,174	\$100,000	\$100,000

Site	Product	Placement	Targeting	Start Date MM/DD/YY	End Date MM/DD/YY	Impressions	Gross CPM	Net CPM	Gross Value	Net Value
Expedia.com (USA) us_en 1.191695512	Non Standard Media	Travel Spotlights Listicle Content Refresh Flat Fee Custom		7/15/22	10/14/22	1	\$0.00	\$0.00	\$0	\$0 \$0.00 CPD
Expedia.com (USA) us_en 2.191695712	Non Standard Media	Social Media Social Integration Package (SIP) Revenue 3 Days Flat Fee Custom		8/23/22	8/25/22	1	\$11,000.00	\$11,000.0 0	\$11,000	\$11,000 \$3,666.67 CPD
Expedia.com (USA) us_en 3.191695812	Non Standard Media	Email Dedicated * Flat Fee Custom		8/12/22	8/12/22	1	\$12,500.00	\$12,500.0 0	\$12,500	\$12,500 \$12,500 CPD
Expedia.com (USA) us_en 4.191695905	160x600	Hotels Results Right Middle Photo Gallery	Travel Geo IS [PDEST - (Geo) TLA Previous Searched Destinations] [GPT, MSY, MOB, MYR, PNS]	7/15/22	10/14/22	173,913	\$23.00	\$23.00	\$4,000	\$4,000

Placement Detail										
Site	Product	Placement	Targeting	Start Date MM/DD/YY	End Date MM/DD/YY	Impressions	Gross CPM	Net CPM	Gross Value	Net Value
Expedia.com (USA) us_en 5.191694905	480x270	Hotels Results Destination Experience Gallery Destination	Travel Geo IS [PDEST - (Geo) TLA Previous Searched Destinations] [GPT, MSY, MOB, MYR, PNS]	7/15/22	10/14/22	1,016,667	\$30.00	\$30.00	\$30,500	\$30,500
Expedia.com (USA) us_en 6.191696007	164x152	ROS Search Native Marquee Card 2	Geography INCLUDES [State / Province] [Tennessee, Mississippi, Alabama, Louisiana, Arkansas, Kentucky]	7/15/22	10/14/22	250,000	\$20.00	\$20.00	\$5,000	\$5,000
Expedia.com (USA) us_en 7.191696205	160x600	Flights Results Right 1	Travel Geo IS [PDEST - (Geo) TLA Previous Searched Destinations] [GPT, MSY, MOB, MYR, PNS]	7/15/22	10/14/22	100,000	\$30.00	\$30.00	\$3,000	\$3,000
Expedia.com (USA) us_en 8.191696306	160x600	Hotels Infosite/Details Right Middle Photo Gallery	Travel Geo IS [PDEST - (Geo) TLA Previous Searched Destinations] [GPT, MSY, MOB, MYR, PNS]	7/15/22	10/14/22	43,478	\$23.00	\$23.00	\$1,000	\$1,000
Expedia.com (USA) us_en 9.191696405	970x90, 728x90, 468x60, 300x250, 300x50	Flights Search + Results + Infosite/Details Center Inline Bundle	Travel Geo IS [PDEST - (Geo) TLA Previous Searched Destinations] [GPT, MSY, MOB, MYR, PNS]	7/15/22	10/14/22	944,444	\$18.00	\$18.00	\$17,000	\$17,000
Expedia for TAAP USA (EN) us_en 10.191696606	160x600	Hotels Results Right Middle Photo Gallery	Travel Geo IS [PDEST - (Geo) TLA Previous Searched Destinations] [Mississippi, Louisiana, Alabama, Florida, Arkansas, Tennessee, GPT, MSY, MOB, MYR, PNS]	8/1/22	10/14/22	55,556	\$18.00	\$18.00	\$1,000	\$1,000
Expedia for TAAP USA (EN) us_en 11.191696706	160x600, 728x90, 468x60	Hotels Results + Infosite/Details Inline Bundle	Travel Geo IS [PDEST - (Geo) TLA Previous Searched Destinations] [Mississippi, Alabama, Louisiana, Florida, GPT, MSY, MOB, MYR, PNS]	8/1/22	10/14/22	333,333	\$15.00	\$15.00	\$5,000	\$5,000
Vrbo.com (USA) us_en 12.191696806	160x600	Vacation Rental Results Right 1	Travel Geo IS [PDEST - (Geo) TLA Previous Searched Destinations] [GPT, MSY, MOB, MYR, PNS]	7/15/22	10/14/22	434,783	\$23.00	\$23.00	\$10,000	\$10,000



**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.
Special Bill	Billing terms that do not fall under other available contract based bill terms. IO require additional approval levels.

**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	Advertiser
Customer/Bill To	
Tax ID/Business Number	2350 Beach Blvd Suite A
Street	
City	Biloxi
State/Province	Mississippi
Country	UNITED STATES
Zip/Postal Code	39531
Email	plomasovsky@coastalmisissipp.com
Additional Emails	zachary@coastalmisissipp.com
Phone	(228) 896-6699
Billing Terms	Direct Pre Bill
Payment Terms	Due Net 30 Days

**Impression Based Billing Terms Defined**

Publisher Actuals Monthly	Campaign billed monthly based on delivered impressions from Expedia Google Ad Manager (GAM) Ad Server.
Client Actuals Monthly	Campaign billed monthly based on delivered impressions from 3rd party Ad Server system. Customer must provide access to the 3rd party Ad Server or provide weekly and monthly reports. If Customer fails to provide access or weekly and monthly reports within 30 days of the end of the month, billing will be based on Publisher's ad server delivery counts.
Intercompany	Campaign sold to an Expedia subsidiary and billed monthly based on delivered impressions from Expedia GAM Ad Server via intercompany process. Expedia subsidiary will not receive any invoice for the campaign.
Controlling Impression Measurement	Expedia GAM or Other 3rd Party System

**Special Billing Instructions**

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

**Invoice Notes**

**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/tools/termsconditions/>
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/tools/termsconditions/> 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.
6. In the event that this Insertion Order includes TravelAds, the terms and conditions found here <https://advertising.expedia.com/tools/termsconditions/> 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 exception 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)

Name (Print)

Title

Date

**Expedia Group Media Solutions**

By (Signature)

Name (Print)

Title

Date

**COASTAL MISSISSIPPI + FAHLGREN MORTINE**

## Addendum to Fahlgren Mortine Statement of Work

Fahlgren, Inc. d/b/a Fahlgren Mortine and Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi entered into an agreement effective October 1, 2020, and then extended that agreement through December 30, 2023. A copy of the original agreement and the extension addendum are attached.

Now, in addition to the services provided within that agreement, Fahlgren Mortine and Coastal Mississippi desire to add the following scope of services from July 8, 2022, to September 30, 2022. The terms and conditions set forth in the original agreement apply to the additional services outlined below.

### SCOPE OF SERVICES

In addition to the current public relations retainer agreement (\$5,500/month) between Coastal Mississippi and Fahlgren Mortine, Coastal Mississippi has requested that Fahlgren Mortine temporarily extend its services through FY22 to include social media consulting, advertising, creative, and marketing services to showcase and promote the three Coastal Counties and their tourism products as one Coastal Mississippi product.

As an integrated marketing communications company, in addition to its industry leading PR team that already supports Coastal Mississippi, Fahlgren Mortine has experts who develop and implement comprehensive social media campaigns that strengthen and enhance brand strategy and meet stated goals and objectives.

Coastal Mississippi's internal social media team will maintain responsibility for most monthly content development, community management and social listening. As an extension of that team, Fahlgren Mortine will provide the following:

- **Creative Content Development** – Concepting and executing 4-5 social media posts (primarily for Instagram Stories, but to be resized for in-feed Facebook, Instagram, Pinterest and LinkedIn as requested) per month using existing photography equally promoting the Secret Coast counties and partners and aligning with other integrated marketing and communications efforts. This includes:
  - Monthly content brainstorming with FM and CM teams
  - Concept review meetings as needed
  - 1 round of minor revisions
  - Resizing for platforms as needed
  - Goal is 2.5 weeks from brainstorming to final deliverables, assuming 1-2 client reviews
- **Paid Social Strategy and Execution** – Monthly content and budget allocation recommendations for social advertising and boosted social content on Facebook, Instagram, Pinterest and Twitter. This includes:
  - Review of Coastal Mississippi content plans to provide recommendations



- Execution of paid promotion aligned with goals (engagement vs. awareness, etc.)
- Targeting/audience recommendations
- **Social Media Paid/Organic Reporting & Analysis** – Monthly social media reporting of each platform's paid and organic efforts, including analysis of performance and optimization opportunities. Reporting will also include monitoring of up to five key words/phrases/hashtags and corresponding sentiment reporting.
- **Strategic Social Media Counsel & Support** – In addition to the executional responsibilities, Fahlgren Mortine will remain available to offer input and guidance to improve social performance. This will include sharing insights on platform trends and algorithm changes, serving as a sounding board for Coastal Mississippi's in-house social media content development and monitoring/responding, etc.

**INVESTMENT:** \$7,500/month + 7.5% media commission for social media, in addition to existing \$5,500/month PR retainer

July 8 – September 30, 2022, total monthly retainer: \$13,000 + 7.5% media commission

\*does not include outside costs (photography, stock assets, etc.); maintains discounted billing rate of \$150/hour

**FAHLGREN MORTINE**

BY: \_\_\_\_\_

TITLE: Chief Financial Officer

**COASTAL MISSISSIPPI**

BY: \_\_\_\_\_

TITLE: Executive Director

THIS CONSULTING AGREEMENT (the "Agreement") is entered into as of June 27, 2022 by and between kglobal LLC (the "Consultant"), a Virginia limited liability company with its principal place of business at 2445 M Street NW, Suite 900, Washington, DC 20037, and Coastal Mississippi (the "Client"), with its principal address at 2350 Beach Blvd., Suite A, Biloxi, MS 39531.

In consideration of the mutual promises and covenants set forth below (the mutuality, adequacy and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

#### ARTICLE I – AGREEMENT AND DUTIES

1. Consulting. During the term of this Agreement, on the terms and conditions hereafter set forth, Client retains Consultant to provide certain services described herein and Consultant agrees to provide such services (the "Services").
2. Scope of Duties, Services.

Client and Consultant agree to enter into an agreement for the performance by the Consultant to assist with ongoing initiatives and projects. Specifically, Consultant will:

- Provide ongoing strategic communications counsel supporting Client's business objectives, public affairs, and governmental relations.
- Draft messages for the team and spokespeople to incorporate in interviews, documents, press releases, and other external communications.
- Draft press releases, statements, and other content to share with journalists and other stakeholders to encourage accurate news coverage, protect Client's reputation, and foster a greater understanding of Client's efforts to attract visitors to the Coastal Mississippi region.
- Support media engagement efforts by working with journalists to encourage positive coverage, and when necessary, work to correct false or erroneous reporting.

#### ARTICLE II – COMPENSATION AND PAYMENT TERMS

1. Compensation. In consideration for the Services to be provided hereunder the Scope of Duties, Services, the Client shall pay Consultant an retainer of \$25,000.00. Consultant will bill against the retainer at a rate of \$400 per hour for a total of 62.5 hours, as outlined below in the payment schedule. If the retainer is exhausted work may continue upon agreement of both parties at the same \$400 per hour rate.

Schedule	Monthly Payment	Description
July 1, 2022	\$12,500.00	Initial payment
August 1, 2022	\$12,500.00	Final payment
<b>Total</b>	<b>\$25,000.00</b>	

Consultant shall invoice Client on a monthly basis. Any additional services, products, or hours exceeding those stated above must be approved in writing by the Client in advance of incurring any associated costs and a bilateral modification will incorporate any change in scope.

2. Terms. The term of this Agreement shall be for a period of 2 months, beginning on July 1 2022, and ending on August 31, 2022. Extension of this contract may be on mutual agreement of both parties by the end of this initial term and will continue month-to-month at a mutually agreed upon monthly rate. A 30-day written notice is due to terminate the contract (applies to month-to-month extensions, as well). Any services rendered as a portion of a full month will be prorated and billed to Client upon early termination of the contract.
3. Expense Reimbursement. Consultant must obtain prior written approval of any and all expenses prior to incurring the same in order to be eligible for reimbursement thereof. In any event, Client reserves the right to refuse to reimburse Consultant expenses if such are not authorized by State law or are deemed by the Client to be unreasonable, extraordinary or not customary in relations to the services to be provided by the Consultant.
4. Payment Terms. Amounts due and not received within 30 days from the date of the invoice shall bear a late payment penalty fee of 1.5% per month. Failure to remain current with payments may result in work stoppages.
5. Invoices. Invoices, fees, and expenses will be sent electronically via email to the email address indicated below. Client must notify Consultant in writing of any dispute or disagreement with invoiced charges within thirty (30) days after the date of the invoice. Absent such notice, Client shall be deemed to have agreed to the charges as invoiced after the expiration of such time period.

All invoices shall be submitted via email to: [pattye@coastalmississippi.com](mailto:pattye@coastalmississippi.com)

6. Remittance of Payment. Payments made by Client to Consultant under this Agreement shall be sent by wire transfer or other electronic payment facility using the following information:

Please make payments to:

Beneficiary: Zenetex, LLC  
Bank: BB&T  
Account Number: 0000154922261  
ABA/Routing Number: 051404260  
Address: PO Box 45766, Baltimore, MD 21297

### ARTICLE III – CONFIDENTIAL INFORMATION

Each party acknowledges that it will have access to confidential business information of special and unique value including, but not limited to, trade secrets of the other party including financial projections and budgets, historical and projected sales, client and prospective client information, capital spending budgets, and plans, the names and backgrounds of key personnel and consultants, personnel training techniques and materials and other information (collectively, the "Confidential Information"). The parties agree that neither party will, during or after the term of this Agreement, copy, disclose, distribute or make use of any Confidential Information of the other party for its own benefit or for the benefit of a business or entity other than the other party to this Agreement without the prior written consent of such other party and shall strictly and at all times maintain the confidentiality of the Confidential Information. At the request of the disclosing party, the receiving party shall return to the disclosing party all memoranda, notes, copies, drawings, abstracts, records or other documents, and all copies thereof, concerning any Confidential Information. The provisions of the confidential treatment of the Confidential Information shall not apply to any such information which (a) is or becomes publicly known through no wrongful act of the receiving party, (b) is rightly received by the receiving party from a third party, (c) is approved for such use or disclosure by the disclosing party in writing, or (d) is required to be disclosed pursuant to applicable law, order or subpoena, provided that before any disclosure is made pursuant to such law, order or subpoena, the receiving party shall give the disclosing party prompt notice of such requirement unless such notice is prohibited by applicable law, order or subpoena.



#### ARTICLE IV – MISCELLANEOUS

1. Status. The Consultant shall be deemed an independent contractor for purposes of this Agreement and in connection therewith. Neither party shall have the authority to bind the other nor shall represent to third parties that it does have such authority. No partnership, employment or agency relationship is intended to be formed by this Agreement. Nothing contained herein shall be considered as creating an employer-employee relationship between the Consultant and Client or between any employee, subcontractor or agent of Consultant and Client.
2. Compliance with Law. Both parties shall comply with all federal, state, local, and foreign laws, regulation, rules, ordinances and orders of any kind that are applicable to performance hereunder.
3. Conflicts. Neither party shall intentionally take any action against the best interest of the other party or of any subsidiary or affiliate of the other party.
4. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or enforceability of any provisions shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.
5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. Force Majeure. If the performance of this Agreement or any obligation hereunder, except the making of payments hereunder, is prevented, restricted or interfered with by reason of fire, flood, earthquake, hurricane, explosion or other casualty or accident; strikes or labor disputes, inability to procure parts, supplies or power; war or other violence; any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency; or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected shall, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take all reasonable steps to avoid or remove such causes of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

If failure or delay of performance resulting from a condition of force majeure continues for more than 30 days, or if the affected party is unable to provide, upon request, immediate written assurances that performance will be tendered within 30 days following initial occurrence of the force majeure condition, the other party may terminate this Agreement, in whole or in part.

7. Notices. Except as required by Article II, paragraph 6, above, for remittance of payment, all notices, requests, demands and other communications from one party to the other party as required or permitted hereunder shall be in writing and sent by: (a) personal delivery; (b) electronic mail, return receipt requested; (c) facsimile transmission, electronically confirmed; (d) certified mail, effective on the third day after mailing; or (e) national overnight carrier, effective on the next business day after mailing, to the physical address, mailing address, electronic mail address, or facsimile number set forth below or to such other address or number as may be specified in writing.

In the case of Consultant:	kglobal LLC 2445 M Street NW, Suite 900,
----------------------------	---



	Washington, DC 20037 Name: Alison Allen Title: Contracts Manager Phone: 719.637.4506 E-mail: <a href="mailto:alison.allen@vectrus.com">alison.allen@vectrus.com</a>
In case of Client:	Name: Patricia Meagher Title: Communications and Engagement Director Phone: 228-388-3634 E-mail: <a href="mailto:patty@coastalmississippi.com">patty@coastalmississippi.com</a>

8. Amendments. This Agreement may be amended in whole or in part at any time upon mutual agreement in writing between the Consultant and the Client.
9. Survivability. The provisions of the following paragraphs shall survive the termination and/or expiration of this Agreement:
  - Conflicts
  - Confidential Information
  - Disputes
10. Disputes. Any and all disputes shall be adjudicated in the state courts of competent jurisdiction located in Harrison County, Mississippi. The prevailing party may be awarded reasonable attorneys fees and expenses.
11. No Waiver. A party's failure to exercise any right under this agreement shall not constitute a waiver of any other terms or conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by such party of its right at any time thereafter to require exact and strict compliance with the terms of this Agreement.
12. Miscellaneous. This Agreement shall be governed by, and construed in accordance, with the laws of the State of Mississippi, without regard to conflict of laws that would otherwise require the application of the law of a different jurisdiction. This Agreement constitutes the entire agreement between Consultant and Client with respect to the subject matter herein and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. Neither this Agreement nor any amendment to this Agreement shall be valid unless in writing signed and duly authorized by an executive officer of Client and by Consultant.
13. Complete Agreement. The Consulting Agreement is the complete and exclusive statement of the understandings between the parties with regards to the subject matter hereof, and supersedes in its entirety any previous understanding, writing, proposals, or other documents between the parties, whether oral or written. The Consulting Agreement consists of the Schedule and the following attachments: N/A.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date identified above.

<b>CLIENT: Coastal Mississippi</b>		<b>CONSULTANT: kglobal LLC</b>	
By:		By:	
Printed Name:	Judy Young	Printed Name:	Alison Allen
Title:	Executive Director	Title:	Contracts Manager
Date:	7/1/2022	Date:	7/1/2022



RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR TO MANAGE  
DAY TO DAY OPERATIONS OF THE MISSISSIPPI GULF COAST REGIONAL  
CONVENTION AND VISITORS BUREAU d/b/a COASTAL MISSISSIPPI

WHEREAS, the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU (the "Bureau") was created pursuant to H. B. 1716, Local and Private Laws of 2013, for the purpose of advertising, promoting conventions, and bringing into favorable notice the opportunities, possibilities and tourism resources located in Hancock, Harrison and Jackson Counties; and,

WHEREAS, the BUREAU, doing business as COASTAL MISSISSIPPI, provides critical leadership, support and assistance in the growth and development of the tourism industry and quality of life in Hancock, Harrison and Jackson Counties, all of which result in direct and indirect benefits to the Mississippi Gulf Coast and State of Mississippi; and,

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

WHEREAS, per the Bylaws of the Bureau, the Commission "... may delegate the management of the activities of the Bureau to any person or persons, an executive director or committees, however composed, provided that the activities and affairs of the Bureau shall be overseen, and all powers of the Bureau shall be exercised under the ultimate direction and authority of the Commission"; and,

WHEREAS, without limiting the ability to delegate management duties in general, the Bureau desires to specifically delegate particular duties to the Bureau's Executive Director to promote more efficiencies in management and accountability of personnel and to eliminate confusion within the line of supervision and reporting of personnel of the Bureau.

NOW, THEREFORE, by motion made, duly seconded, and having received a favorable vote of a majority of the Commissioners, the Bureau does hereby find the above and foregoing recitals to be true and accurate and, accordingly, the Commission does hereby resolve as follows:

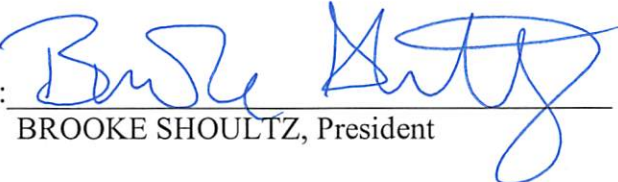
1. That without limiting the duties and responsibilities of the Executive Director as set forth in the Employment Agreement of the Executive Director or as stated elsewhere, the Executive Director is hereby vested with authority to undertake the following:

- A. To hire and promote personnel within the salary range established for the specific position and job description incorporated into the organizational chart of the Bureau, and to fire, demote, and discipline personnel of the Bureau as may be warranted under the circumstances.
- B. To choose, remove or suspend agents, suppliers, servants or vendors of the Bureau as may be allowed by the terms and conditions of the applicable contractual agreement.

- C. To direct the tasks and assignments of the staff of the Bureau.
- D. To execute such contracts and grant applications as may be approved by the Bureau.
- E. To authorize commitments to award sponsorships not to exceed Five Thousand Dollars (\$5,000.00), assuming such sponsorships are within the Bureau's approved budget and the applicant complies with all sponsorship requirements, with such commitments to be ratified by the Commission and based on a finding that such expenditure will advertise and promote and bring into favorable notice the tourism opportunities, possibilities resources, events and attractions located in the Coastal Mississippi region.
- F. To establish, direct and coordinate the implementation of the methods of reaching the goals and expectations of the Bureau as determined by the Commission.
- G. To change the time (but not the date) of the regular monthly meetings in the event necessary due to obligations of the Bureau's staff and Executive Director, so long as the time change otherwise comports with the requirements of the Open Meetings Act.
- H. To manage, generally, the daily business and operations of the Bureau, except where such management is vested solely in the Commission and not otherwise delegated to the Executive Director.

SO RESOLVED on this, the 30<sup>th</sup> day of June, 2022.

By: Mississippi Gulf Coast Regional  
Convention & Visitors Bureau

By:   
BROOKE SHOULTZ, President

ATTEST:

  
\_\_\_\_\_