

COASTAL MISSISSIPPI BOARD MEETING

November 18, 2021

OFFICIAL MINUTES

The Coastal Mississippi Board met Thursday, November 18, 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 Bill Holmes; Blaine LaFontaine; Danny Hansen; Greg Cronin; Jackie Avery, Jr., Janet McMurphy; Jerry St. Pé (via phone); Jimmie Ladner; Kim Fritz; Nikki Moon; Rusty David

Commissioners Absent: Ann Stewart

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: Cami, Cornfoot, Hancock County; Chaille Munn, Gulfport-Biloxi Regional Airport Authority; Cynthia Sutton, Ocean Springs Chamber of Commerce and Mike Davis, IP Casino Resort Spa; Myrna Green, Hancock County; Keith Wilson, Streetcar PR; Sara DiNatale, Mississippi Today (via phone)

Commissioner Williams called the meeting to order at President Shoultz's request.

1. Commissioner Hansen made the motion to accept the agenda as presented. Seconded by Commissioner Holmes, Commissioner Williams 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 --- A&E |
| Commissioner Ladner | Voted --- Yes | Commissioner Williams | Voted --- Yes |

The motion having been duly made, seconded, and a favorable vote received from the Board, Commissioner Williams declared the motion adopted November 18, 2021.

2. Commissioner Moon made the motion to approve the meeting minutes from the October 28, 2021 Coastal Mississippi Board Meeting as presented. Seconded by Commissioner McMurphy, Commissioner Williams 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 --- A&E |
| Commissioner Ladner | Voted --- Yes | Commissioner Williams | Voted --- Yes |

The motion having been duly made, seconded, and a favorable vote received from the Board, Commissioner Williams declared the motion adopted November 18, 2021.

3. Commissioner Marsh made the motion to approve the meeting minutes from the November 10, 2021 Coastal Mississippi Special-Call Meeting as presented. Seconded by Commissioner Hansen.

Commissioner Williams 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 --- A&E |
| Commissioner Ladner | Voted --- Yes | Commissioner Williams | Voted --- Yes |

The motion having been duly made, seconded, and a favorable vote received from the Board, Commissioner Williams declared the motion adopted November 18, 2021.

4. President's Report:

- Recognized and welcomed Advisory Members and Guests
 - Woody Bailey with Cruisin' the Coast gave a recap of the 2021 Cruisin' the Coast event
 - Allison Hawkins gave an update of the EDA grant

5. Commissioner Fritz made the motion to amend the agenda to add the approval of the EDA Grant Application. Seconded by Commissioner Holmes, Commissioner Williams 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 --- A&E |
| Commissioner Ladner | Voted --- Yes | Commissioner Williams | Voted --- Yes |

The motion having been duly made, seconded, and a favorable vote received from the Board, Commissioner Williams declared the motion adopted November 18, 2021.

6. Commissioner David made the motion to approve the EDA Grant Application. Seconded by Commissioner Marsh, Commissioner Williams 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 --- A&E |
| Commissioner Ladner | Voted --- Yes | Commissioner Williams | Voted --- Yes |

The motion having been duly made, seconded, and a favorable vote received from the Board, Commissioner Williams declared the motion adopted November 18, 2021.

7. Coastal Mississippi Directors' Reports:

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

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

9. Commissioner Marsh made the motion to approve the Financial Statements as of October 31, 2021. Seconded by Commissioner Holmes, Commissioner Williams 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 --- A&E |
| Commissioner Ladner | Voted --- Yes | Commissioner Williams | Voted --- Yes |

The motion having been duly made, seconded, and a favorable vote received from the Board, Commissioner Williams declared the motion adopted November 18, 2021.

10. Commissioner Moon made the motion to ratify the check/EFT disbursements on Operating Account totaling \$534,591.76. Seconded by Commissioner Hansen, Commissioner Williams 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 --- A&E |
| Commissioner Ladner | Voted --- Yes | Commissioner Williams | Voted --- Yes |

The motion having been duly made, seconded, and a favorable vote received from the Board, Commissioner Williams declared the motion adopted November 18, 2021.

11. Commissioner Moon made the motion to ratify the check/EFT disbursements on the Grant Account totaling \$11,288.00. Seconded by Commissioner Hansen, Commissioner Williams 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 --- A&E |
| Commissioner Ladner | Voted --- Yes | Commissioner Williams | Voted --- Yes |

The motion having been duly made, seconded, and a favorable vote received from the Board, Commissioner Williams declared the motion adopted November 18, 2021.

12. Commissioner McMurphy made the motion to ratify the expenses paid by credit card totaling \$11,225.79. Seconded by Commissioner Marsh, Commissioner Williams 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 --- A&E |
| Commissioner Ladner | Voted --- Yes | Commissioner Williams | Voted --- Yes |

The motion having been duly made, seconded, and a favorable vote received from the Board, Commissioner Williams declared the motion adopted November 18, 2021.

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

14. Commissioner Hansen made the motion to approve the Group Travel Leader FAM Planning & Advertising Proposal for \$22,000. Seconded by Commissioner David, Commissioner Williams 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 --- A&E |
| Commissioner Ladner | Voted --- Yes | Commissioner Williams | Voted --- Yes |

The motion having been duly made, seconded, and a favorable vote received from the Board, Commissioner Williams declared the motion adopted November 18, 2021.

15. It was agreed not to renew the aRes Agreement.

16. Commissioner Marsh made the motion to approve the Communications and Engagement portion of the EDA Budget. Seconded by Commissioner LaFontaine, Commissioner Williams 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 ---- A&E |
| Commissioner Ladner | Voted ---- Yes | Commissioner Williams | Voted ---- Yes |

The motion having been duly made, seconded, and a favorable vote received from the Board, Commissioner Williams declared the motion adopted November 18, 2021.

17. Commissioner Moon gave a recap of the Sales Committee Meeting.

18. Commissioner McMurphy made the motion to approve both Destination Tour Fund Requests by Biloxi Cruise Company: US Tours & Creative Tours by Pat. Seconded by Commissioner Marsh, Commissioner Williams 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 ---- A&E |
| Commissioner Ladner | Voted ---- Yes | Commissioner Williams | Voted ---- Yes |

The motion having been duly made, seconded, and a favorable vote received from the Board, Commissioner Williams declared the motion adopted November 18, 2021.

President Shoultz arrived.

19. Commissioner Fritz gave a recap of the Search Committee Meeting.

20. Commissioner McMurphy made the motion to approve the Revised RFP for Administrative Services for the Gulf Coast Wayfinding Project with a deadline of January 14, 2022 to receive proposals. Seconded by Commissioner Moon, 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 ---- 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 ---- A&E |
| Commissioner Ladner | 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 November 18, 2021.

21. Commissioner Ladner made the motion to approve the Cision/Fahlgren Mortine PR Newswire Release Package (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 ---- 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 ---- A&E |
| Commissioner Ladner | 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 November 18, 2021.

22. Commissioner Holmes made the motion to approve the USM Request for use of Coastal Mississippi Video Assets. Seconded by Commissioner Hansen, 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 ---- 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 ---- A&E |
| Commissioner Ladner | 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 November 18, 2021.

23. Commissioner Ladner made the motion to approve the Bandwango Renewal and Extension of Agreement as presented (attached). Seconded by Commissioner LaFontaine, 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 ---- 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 ---- A&E |
| Commissioner Ladner | 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 November 18, 2021.

24. Commissioner Ladner made the motion to approve the HelmsBriscoe Strategic Partnership Agreement as presented (attached). Seconded by Commissioner Hansen, 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 ---- 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 ---- A&E |
| Commissioner Ladner | 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 November 18, 2021.

25. Commissioner Williams made the motion to approve TheVideoCard.com Agreement to produce video mailers 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 ---- 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 ---- A&E |
| Commissioner Ladner | 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 November 18, 2021.

26. Commissioner McMurphy made the motion to enter into Closed Session to discuss the need to enter into Executive Session. 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 ---- 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 ---- A&E |
| Commissioner Ladner | 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 November 18, 2021.

27. Commissioner McMurphy made the motion to exit Closed Session and reconvene in open meeting.

Seconded by Commissioner Marsh, 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 --- 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 --- A&E |
| Commissioner Ladner | 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 November 18, 2021.

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

29. Commissioner McMurphy made the motion to enter into Executive Session for the purposes of discussing personnel matters related to job performance and open positions. 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 --- 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 --- A&E |
| Commissioner Ladner | 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 November 18, 2021.

30. Commissioner McMurphy 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 LaFontaine | Voted --- Yes |
| Commissioner Cronin | Voted --- Yes | Commissioner Marsh | Voted --- A&E |
| Commissioner David | Voted --- Yes | Commissioner McMurphy | Voted --- Yes |
| Commissioner Hansen | Voted --- Yes | Commissioner Moon | Voted --- A&E |
| Commissioner Fritz | Voted --- Yes | Commissioner St. Pé | Voted --- Yes |
| Commissioner Holmes | Voted --- Yes | Commissioner Stewart | Voted --- A&E |
| Commissioner Ladner | 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 November 18, 2021.

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

32. Reminders

- Hancock County Board of Supervisors- Presentation of FY22 Budget and Marketing Plan
Monday, December 6, 2021 9:00am Hancock County Government Annex
- Coastal Mississippi Monthly Board Meeting- December 2021
Thursday, December 16, 2021 3:00pm – 5:00pm Coastal Mississippi Board Room

33. Commissioner Williams made the motion to adjourn the meeting at 5:20pm. 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 --- Yes | Commissioner McMurphy | Voted --- Yes |
| Commissioner Hansen | Voted --- Yes | Commissioner Moon | Voted --- A&E |
| Commissioner Fritz | Voted --- Yes | Commissioner St. Pé | Voted --- Yes |
| Commissioner Holmes | Voted --- Yes | Commissioner Stewart | Voted --- A&E |
| Commissioner Ladner | 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 November 18, 2021.



Reference No: Q-449980
Cision US Inc.
1 Prudential Plaza, 7th Floor
130 E Randolph Street
Chicago, IL 60601
Tel: 312.922.2400
Fax: 240.559.0892

Order for Services
by

FAHLGREN MORTINE PUBLIC RELATIONS [271950]

Thank you for the opportunity for Cision US Inc. ("Company" or "Cision") to extend this special pricing package to FAHLGREN MORTINE PUBLIC RELATIONS ("Client", "Customer" or "you") for the following listed services (collectively, the "Services").

This Order (the "Order") is entered into and effective as of the date of Client's signature below, between Cision US Inc. with its principal place of business at 130 E. Randolph Street, 7th Floor, Chicago, IL 60601 and FAHLGREN MORTINE PUBLIC RELATIONS with its principal place of business at 4030 EASTON STATION; SUITE 300, Columbus, OH 43219 USA ("Client" or "you") and sets forth the services to be provided by Company (collectively, the "Services"). The Services provided under this Order are governed by a service agreement entered into by and between Company and Client directly if an effective date is indicated below, and/or Cision's General Terms and Conditions and the supplemental terms and conditions applicable to the Services located at <http://www.prnewswire.com/customer-terms-conditions-landing-page.html>, which Client agrees shall apply if there is no other service agreement or to the extent additional Services are ordered by Client that are not covered under an existing service agreement (together, the "Terms and Conditions"), which Terms and Conditions are incorporated herein by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the Terms and Conditions. Your signature below acknowledges that you are authorized to execute this Order on behalf of Client, and by your execution hereof, Client acknowledges it has read and agrees to and intends to be bound by the Terms and Conditions. This Order and the Terms and Conditions, including any and all schedules, order forms or exhibits attached hereto, sets forth the entire agreement between the parties regarding the subject matter hereof.

Supplemental terms and conditions applicable to the Services: [check all that apply]

- ☒ Distribution Services
- ☒ Multimedia Services
- ☐ Monitoring, Targeting and Reporting Services
- ☐ Microsite Services
- ☐ ProfNet Services

SERVICES

- Distribution Services: delivery of your messages and content to audiences such as print and broadcast newsrooms, journalists, bloggers, financial portals, social media networks, websites, content syndicators, and search engines.
- Multimedia Services: a suite of audio, video, and multimedia production and broadcasting services.

SUBSCRIPTION FEES

Client will pay the following annual fees for the Services set forth below:

| 11/1/2021 - 10/31/2022 | | | |
|---|----------------|------------------|------------|
| Service(s) ordered | Word Allowance | Word Count Type | Subject |
| (9) Webmax (includes 3 unused release(s) from prior agreement) | | Unlimited Length | |
| (9) Any Domestic Basic Multimedia (includes 3 unused release(s) from prior agreement) | | | |
| (1) AP Archive Renewal & Newscom Renewal - Subscription | | | |
| 11/1/2021 - 10/31/2022 TOTAL: | | | \$5,475.00 |

FEES

| | |
|------------------------|-------------------------------|
| Total Fees: \$5,475.00 | Billing Schedule: Annual |
| Payment Type: Invoice | Payment Terms: Due on receipt |

PAYGO FEES

If applicable, Customer will pay list rates for services for any usage or overage that extends beyond the subscriptions listed above. Additional services, usage or overages will be charged at list price rates unless otherwise specified below.

| Service(s) ordered | Service Term | Paygo Price/ Discount % | Word Allowance | Word Count Type | Subject Code |
|----------------------------------|------------------------|-------------------------|----------------|------------------|--------------|
| Any Domestic Wire (includes US1) | 11/1/2021 - 10/31/2022 | 15 % | | Unlimited Length | Non-Earnings |

TERMS

- This Order shall commence as of 11/1/2021 and shall remain in effect through 10/31/2022 (the "Service Term"), unless sooner terminated as provided for in the Agreement (as defined in the Terms and Conditions).
- Order Form shall not auto-renew.
- In the event of a breach by Customer of the Agreement, without waiving any rights Company may have under the Agreement or otherwise, Company may invoice Customer for an amount equal to the difference between the discounted rates charged for all Services used during the Service Term and the Company published rate-card rates as of the date of provision of the applicable Service.
- Customer and/or any agency issuing news on Customer's behalf will submit all content for news release Distribution Services via Company's dedicated customer portal, the Online Member Center.
- Company reserves the right to impose (i) a reasonable charge for any costs it may incur in connection with any regulatory request or subpoena pertaining to Customer or content submitted by Customer; and (ii) a processing fee for any content submitted to Company by Customer that is not distributed after its submission.
- Services that have not been used during the Initial Term will not be credited towards subsequent years of the Service Term.
- In the event the shares of Customer become publicly traded on a national securities exchange at any time during the Service Term, Company reserves the right to increase the rates under the Agreement for Distribution Services and/or reduce the discount under the Agreement for Distribution Services.

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:

SIGNED, ACCEPTED AND AGREED

For Client


Signature

Heather Sheppard, AVP, on behalf of Coastal Mississippi

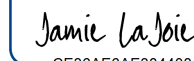
Printed Name/Title

11/19/2021

Date

For Cision US Inc.

DocuSigned by:


Signature

CE36AE6AE384408...

Printed Name

Date

Addendum

WHEREAS, effective on the 4th day of November, 2020, Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi (herein "Coastal Mississippi") and Bandwango, LLC (herein "Bandwango"), entered into that certain Agreement, a copy of which is attached as Exhibit "A," for use of the Destination Experience Engine Software by Coastal Mississippi and for services and mutual promises and covenants related thereto; and

WHEREAS, Coastal Mississippi and Bandwango desire to enter into this Addendum to renew and extend the term of the Agreement.

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

1. Coastal Mississippi and Bandwango agree to renew and extend the Agreement for a period of one (1) year through October 31, 2022, which Agreement may thereafter be renewed for successive periods of one (1) year each upon written mutual agreement of Coastal Mississippi and Bandwango.
2. All other provisions of the Agreement shall remain in full force and effect.

The President of Coastal Mississippi has been authorized to execute this Addendum as the authority therefore was ratified and approved on the minutes of Coastal Mississippi.

SO AGREED.

Date: 11-23-21

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

By:


Brooke Shoultz, President

Date:

Bandwango, LLC

By:





**DESTINATION PARTNERSHIP AGREEMENT
BETWEEN
COASTAL MISSISSIPPI
AND
HELMSBRISCOE PERFORMANCE GROUP, INC.**

PARTNERSHIP LEVEL: Preferred

INITIAL TERM: December 1, 2021 – November 30, 2022

This Agreement is entered into on December 1, 2021 between Coastal Mississippi and HelmsBriscoe Performance Group, Inc. ("HelmsBriscoe").

WHEREAS, the parties wish to deliver high quality service to meeting planners and their attendees for the purpose of increasing the parties' joint volume of business; and

WHEREAS, Coastal Mississippi and HelmsBriscoe each desire to build a valued relationship between the two parties and to create brand exposure for Coastal Mississippi;

NOW, THEREFORE, the parties hereto agree as follows:

A. BENEFITS TO CVB

- a. Benefits to Coastal Mississippi as currently published on the HelmsBriscoe Partner Landing Page at <http://www.helmsbriscoe.com/partnerbenefits.html> are available during the dates of the active partnership term only. Unused benefits may not be carried into future partnership terms.
- b. Benefits to Coastal Mississippi are subject to change at any time. Current benefits will be available on the HelmsBriscoe Partner Landing Page.
- c. It is understood that sales and marketing activities are speculative in nature and, although this program has brought positive results for many Partners who utilize the available benefits, HelmsBriscoe neither warrants nor promises that its efforts on behalf of Coastal Mississippi will result in any specific revenues or bookings to the destination as a result of its efforts.
- d. HelmsBriscoe Associates will be strongly encouraged to include Coastal Mississippi on RFP/leads whenever appropriate. RFPs will be shared for informational purposes only and may not be distributed by Coastal Mississippi without HelmsBriscoe Associate approval.

B. BENEFITS TO HELMSBRISCOE

- a. Central point of contact within Coastal Mississippi sales organization to serve as HelmsBriscoe Champion.
- b. Site Inspection Assistance for HelmsBriscoe Associates and Clients which may include airfare, transportation, itinerary assistance, or other items as determined by Coastal Mississippi.
- c. Inclusion of a HelmsBriscoe representative on Coastal Mississippi's Advisory Board (as applicable).

C. INVESTMENT

Coastal Mississippi agrees to pay HelmsBriscoe a partnership fee of \$20,000 USD per year (12 months) of this agreement. An invoice in this amount will be sent under separate cover. Payments are due and payable within thirty (30) days of receipt of invoice unless other terms have been expressly negotiated.

All matters relating to this agreement and partnership should be directed to:

Richard C. Harper, Executive Vice President
HelmsBriscoe
20875 N. 90th Place, Suite #210
Scottsdale, AZ 85255
TEL: 480.718.2361
rharper@HelmsBriscoe.com

D. TERM AND TERMINATION

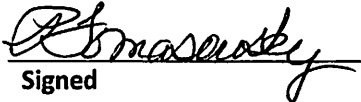
- a. To commence this agreement on December 1, 2021 a signed agreement and payment in full must be received by December 1, 2021. This agreement will remain in effect for one (1) year (the "Initial Term") and will automatically renew thereafter on an annual basis upon payment of the annual partnership fee, unless either party has provided the other with at least thirty (30) days advance written notice (the "Notification Period") of its intention not to renew.
- b. This Agreement can be terminated at any time by either party on thirty (30) days' notice. However, all annual partnership fees are for a twelve-month period and are not subject to refund (full or prorated) unless expressly negotiated and confirmed in writing.
- c. Prior to sending any notice of termination, Coastal Mississippi and HelmsBriscoe agree that the authorized leadership of each organization shall be notified of any problems and shall have an opportunity to confer or meet to attempt to resolve the outstanding issues.

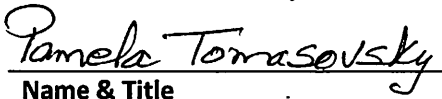
E. CONFIDENTIALITY

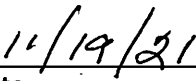
- a. Coastal Mississippi shall treat this agreement as confidential and shall not disclose the Agreement to anyone outside of the organization.

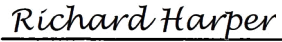
F. **ENTIRE AGREEMENT**

Each party warrants that any action necessary to approve or authorize this Agreement has taken place and is in effect. The individuals signing this Agreement on behalf of each party are authorized by the party to execute this Agreement on the party's behalf. This Agreement constitutes the entire agreement between HelmsBriscoe and Coastal Mississippi and may not be modified or amended other than by a written instrument executed by both parties.


Signed


Name & Title


Date


Richard Harper
Executive Vice President
HelmsBriscoe Performance Group, Inc.

12/15/2021
Date



TERMS AND CONDITIONS

Terms and Conditions

These terms and conditions govern the relationship between theVideoCards LLC ("We" "Us" or "Our") and the original consumer purchaser ("You" or "Your") and Your purchase of any form of product from Us, including but not limited to Video Cards, USB Drives, business cards, traditional cards, and brochures (each a "Product"). We reserve the right to modify, amend or change these Terms and Conditions without notice to You and Your purchase or continued use of the Product constitutes Your acceptance of those changes.

Order Approval

You are responsible for final proof and layout approval prior to final printing of any Product. We are not responsible or liable to You for any errors in the final Product, including but not limited to errors in spelling, graphics, grammar, font, and punctuation.

Custom Content on Product

You are solely responsible for all content, including but not limited to text, images or video, that you upload to the Product. 407.663.0200



responsible for the Content and the transmission of the Content to Us, whether such transmission is by mail, uploading, posting, or transmitting electronically.

You will not transmit to Us any Content that violates any applicable law, rule or regulation. We do not pre-screen any Content, but We reserve the right, but not the obligation, to refuse to use any Content that in Our discretion violates any law, rule, or regulation, these Terms and Conditions, or that We otherwise find objectionable.

You represent and warrant to Us that You own all right, title and interest in and to all Content, or have the full right and power, and assign same to us, to use all Content in the Product.

We will attempt to color match the final Product with any preliminary proof provided to You but We are not responsible for changes in color, density, or gradient density of each color.

Limitation of Liability

In no event shall We, or Our shareholders, members, partners, officers, directors, managers, employees, agents and affiliates be liable for any special, incidental, indirect, or consequential damages of any kind. In no event shall Our liability to You exceed the amount of money You have paid Us for the Product that forms the basis of Your complaint.

Limited Express Warranty

We extend a Limited Express Warranty to You. The Limited Express Warranty applies only to defects in material or workmanship, for a period of thirty (30) days from the date the You receive the Product (the "Limited Warranty Period"), and covers only defective liquid crystal display (LCD) screen(s), button(s), battery(ies), and speaker(s).

THIS LIMITED EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. Call or Text 407.663.0200



THE LIMITED WARRANTY PERIOD.

Some states do not allow limitations on how long an implied warranty lasts; therefore, the above limitations and exclusions may not apply to You.

YOUR EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED EXPRESS WARRANTY OR OF ANY IMPLIED WARRANTY DEEMED NOT DISCLAIMED BY US OR OF ANY OTHER OBLIGATION ARISING BY OPERATION OF LAW OR OTHERWISE SHALL BE LIMITED AS SPECIFIED HEREIN TO REPAIR OR REPLACEMENT, AT OUR SOLE OPTION. IN ANY EVENT, RESPONSIBILITY FOR SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES IS EXPRESSLY EXCLUDED.

Some states do not allow an exclusion or limitation of special, incidental or consequential damages. Therefore, the above limitation or exclusion may not apply to You.

This limited express warranty gives You specific legal rights, and You may have other rights that vary from state to state or province to province.

Items Not Covered by Limited Express Warranty

Other than those items covered by the Limited Express Warranty WE EXPRESSLY EXCLUDE AND DISCLAIM, TO THE FULLEST EXTENT ALLOWED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

We make no warranty that any Product is free of corrupting computer codes, including but not limited to viruses or worms. In addition to, and not in any way a limitation of, the warranty disclaimer contained herein, the following items are specifically

excluded and not covered under Our Limited Express Warranty. Call or Text: 407.663.0200



- change of print color from specified standards
- spot UV errors approved by You
- minor paper creases, scratches and print defects
- video format or compilation incompatibilities
- audio jitter or volume level
- video brochure battery life
- product mishandling and/or shipping damage
- misuse, failure to use common sense or accidents caused by carelessness, abuse, alterations, mishandling by You or other third parties
- normal wear and tear
- moisture damage, scratches, blemishes, fiber board fractures, dents or color fading.

Return Policy

Given the customized nature of each Product, all sales are final. Products are non-returnable except for warranted items listed above. If defects are discovered to a warranted part during the Limited Warranty Period You must contact Us during the Limited Warranty Period and may do so by: mail (must be postmarked with the Limited Warranty Period) to: theVideoCards LLC, 10322 Water Hyacinth Dr., Orlando, Florida 32825, USA, or electronic mail to info@theVideoCards.com within the Limited Warranty Period. We are not responsible for lost, misdirected or undelivered mail or electronic mail. If You contact Us within the Limited Warranty Period with a covered claim, We will, at Our sole discretion, repair or replace the damaged Product or those portions of the Product that are damaged. Defective Products covered by the Limited Express Warranty must be returned to Us by You at Your cost within five (5) days of the date You

contact Us with the Limited Express Warranty claim. The call or text: 407.663.0200



2. All items included with the Product must be returned, including the USB cable and the cover, all in good condition with no visible damage;
3. Defective Products may be eligible for repair or replacement past the return window at Our exclusive discretion.

Lost Shipments and Damage During Shipment

We obtain a tracking number for shipments, but cannot guarantee shipments against loss or damage. If shipments are lost in-transit You must contact shipping company for compensation. If the Product is damaged due to shipping problems, claims for damage, either individually or through insurance, must be made by You directly with the shipping company. You agree not to hold Us liable for any delays in shipment that are beyond Our control, including but not limited to, shipment delays caused by weather, shipping company delays, international customs issues, or any circumstances beyond Our control. Shipment and delivery dates are based upon estimates We receive from Our suppliers.

Your Failure to Take Delivery

We will notify You when the Product is ready for delivery. If You fail to provide Us all information necessary to deliver the Product to You or We are otherwise unable to deliver the Product to You for any reason other than Our gross negligence, We reserve the right to charge You a storage fee which must be paid in full by You before We deliver the Product to You.

If You fail to take delivery of the Product within three (3) months of the date We notify You the Product is available for delivery We may destroy or recycle the Product. We will have

no further liability to You related to Your order and the Text: 407.663.0200



OF MATERIAL

By purchasing a Product from Us, You grant Us, including any and all of Our subsidiaries, licensees, successors, assignees, and any and all other individuals, agencies, corporations, organizations, or other third parties acting on Our behalf. (hereinafter collectively referred to as the "Released Party") to obtain and use as the Released Party sees fit a sample of the Product, including any or all of the Content, by any medium (including but not limited to video, audio, photo, and/or any media as it develops/evolves or other image, natural or altered in any state by any manner). This permission extends into perpetuity. For valuable consideration, the receipt of which is hereby acknowledged, You grant the Released Party the absolute and irrevocable right and permission to use and publish the Content. The Content may be used and/or published individually or in conjunction with other photography or video works, and in any medium (including without limitation, print publications, public broadcast, CD-ROM format, and/or any media as it develops/evolves) and for any lawful purpose, including without limitation, trade, exhibition, illustration, promotion, publicity, advertising and electronic publication. You waive any right that You may have to inspect or approve the Released Party's use or publication of the Content, or the advertising copy or printed matter that may be used in connection with the use and/or publication of the Content. Furthermore, You agree and acknowledge that neither You, nor any party related to You, will receive any form of compensation for the use of the Content. You, on behalf of Yourself and/or any other parties related to You, release the Released Party (and all persons and/or entities acting under its permission or authority) from any and all claims, including but not limited to claims of libel, slander, invasion of privacy, infringement of copyright or right of publicity, or any other claim related to use of Content (collectively, "Claims"). Furthermore, this release includes without limitation any

Claims related to blurring, distortion, alteration, optical illusion, copyright, etc. 407.663.0200



liabilities, damages and expenses associated with authorized use of the Content.

Severability

You agree and acknowledge that the invalidity or unenforceability of any provision of these Terms and Conditions, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of these Terms and Conditions or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of these Terms and Conditions.

Authority and Indemnification

You represent and warrant to Us that You have the power to enter into this relationship with Us, to supply the Content to Us, and to authorize Us to use the Content as described herein. You agree to indemnify and hold harmless Us and Our shareholders, members, partners, directors, managers, officers, employees, agents and affiliates from and against any and all losses, liabilities, claims, damages, penalties, fines, judgments, awards, settlements, taxes, loss of tax benefits, costs, fees, expenses (including, without limitation, reasonable attorneys' fees) and disbursements based upon, arising out of or otherwise in respect of: (i) any inaccuracies in or any breach of any representation or warranty made by You in these Terms and Conditions; or (ii) any breach of any covenant or agreement by You in these Terms and Conditions,, to the extent allowed by law.

Governing Law, Jurisdiction, Venue, Attorney's Fees

We are located in Orlando, Florida and all transactions require a call or text to 407.663.0200



submit to the personal jurisdiction of the state or federal courts located in Harrison County, MS and that venue for any action between You and Us lies exclusively in Harrison County, MS. In any action brought by either You or Us, the prevailing party shall be entitled to recover from the non-prevailing party its attorney's fees and costs incurred in such litigation, including those incurred at any appellate level.

RA
Mark Tump

Waiver of Jury Trial

YOU KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND OR CLARIFY ANY RIGHT, POWER, REMEDY OR DEFENSE ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, THE TRANSACTION CONTEMPLATED HEREIN, OR YOUR PURCHASE OF PRODUCTS FROM US, WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS BY US; AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. YOU FURTHER WAIVE ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LITIGATION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LITIGATION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED.

WITNESS the signatures of the parties, this 22 day of November, 2021.

MISSISSIPPI GULF COAST CONVENTION AND VISITORS BUREAU
D/B/A COASTAL MISSISSIPPI

BY: Romasovsky 11/22/21
TITLE: President Interim Exec Director of

THE VIDEO CARDS, LLC

BY: Marty Tump
TITLE: owner, theVideoCards LLC