

MISSISSIPPI PORT AUTHORITY

BOARD OF COMMISSIONERS

REGULAR MEETING

January 22, 2026

Minutes of the Mississippi State Port Authority Board of Commissioners Meeting, Thursday, January 22, 2026, at 2510 14th Street, Suite 1450, Gulfport, Mississippi at which the following Commissioners and staff were present:

Commissioners: Mark Loughman, President
Robert J. Knesal, Vice-President
Kathryn Dennis Spear, Secretary
James Moody, Treasurer
Cowles Symmes, Commissioner

Staff: Jon Nass, CEO
Shawn Meyer, COO
Jennifer Smith, Chief of Staff
Kecia Laneaux, Executive Affairs Manager
James Buras, Port Engineer
Errol LaRue, Counsel
Todd Harman, Director of Finance
Matt Gabbett, Director of Operations
Gary Pitcovich, Assistant Director of Operations
Teresa Ehrlich, Project Manager
Cindy Ford, Contract/Administrative Assistant
KeCheira Shelby, Principal Accountant
Ally Jones-Johnson, Port Affairs Coordinator
Melissa Scallan, Director of Communications & Marketing
Kristen Bellati, Marketing & Public Relations Specialist
Samantha Gundlach, Communication & Marketing Assoc.

David Duhe', Legal Counsel

Others: Philip Carter, MDA (via telephone)
Clay Jones, Neel-Schaffer
Chelsea Paige, Hilton Garden Inn Gulfport
David Machado, MP Design Group
Dax Alexander, Brown, Mitchell & Alexander
Nick Moody, MP Design
Joey Beattie, SSH/Gallagher
BJ Sellers, Gulf Pride Paving, LLC

Commissioner Loughman noted the presence of a quorum and called the meeting to order at approximately 9:00 a.m.

The Pledge of Allegiance was led by Commissioner Loughman.

The invocation was given by Ally Jones-Johnson, MSPA.

PUBLIC COMMENTS:

No public comments.

Commissioner Symmes moved to approve the Minutes from December 18, 2025, Board Meeting. Commissioner Moody seconded and the motion was unanimously approved.

Commissioner Moody left the meeting.

Commissioner Knesal moved to approve the disbursements for Equitable Financial Life Insurance Company (\$1,932.22). Commissioner Symmes seconded and the motion was unanimously approved.

Commissioner Moody returned to the meeting.

Commissioner Loughman left the meeting.

Commissioner Spear moved to approve the disbursement for Mississippi Power Company (\$149,197.11). Commissioner Moody seconded and the motion was unanimously approved.

Commissioner Loughman returned to the meeting.

Commissioner Moody moved to approve the disbursements listed below except for Equitable Financial Life Insurance Co. and Mississippi Power Company. Commissioner Symmes seconded and the motion was unanimously approved.

FINAL CHECKLIST FOR JANUARY 22, 2026

BILLS FOR THE MONTHS OF DECEMBER 2025 AND JANUARY 2026 APPROVED AND PAID
FROM THE GROSS REVENUE FUND OF THE MS STATE PORT AUTHORITY AT GULFPORT

CHK #	VENDOR	DESCRIPTION	AMOUNT
62736	A-1 Elevator Service, LLC	Elevator Maintenance	2,973.00
62737	Kentwood Springs	Drinking Water	367.20
62738	AFLAC	Employee Deductions	154.44
62739	AGJ Systems & Networks, Inc.	Server OS Upgrades and Sage Install	4,962.00
62740	AirGas Gulf States	Acetylene, Oxygen and Argon Cylinders	412.02
62741	All Safe Technologies, LLC	Fire Alarm Monitoring	307.65
62742	Sparklight	Cable Services	269.33
62743	City of Gulfport	Water	10,816.25
62744	C Spire Wireless	Cell Phone Services	1,439.12
62745	C Spire Business Solutions	Cell Phone/Internet Services	3,574.00
62746	Deluxe Cleaners, Inc.	Tablecloths Cleaning	149.76
62747	Delta Utilities	Natural Gas Services	197.69
62748	DNA Underground, LLC	WO#9 Install horizontal offset	18,979.25
62749	DNA Underground, LLC	WO#10 Dig up E&W pier water valve	4,622.50
62751	DSD Associates, Inc.	Set Up Fringe Benefit Codes	1,200.00
62752	Equitable Financial Life Insurance Co.	Employee Deductions	1,932.22
62753	Express Services, Inc.	Temp Employee	340.00
62754	Federal Express Corp.	Express Mail Services	53.69
62755	Fuelman	Fuel for MSPA Vehicles	663.06
62756	GPAA-Gulf Ports of Americas Assoc.	Registration Fee	350.00
62757	Great Southern Club	Monthly Dues	104.00
62758	Gulf Ports Association	Membership Dues	600.00
62759	Whitney Bank Divisional Property	September Lease for Suite 1450	56,988.20
62760	HRdirect	HR Services	105.88
62761	MS State Treasurer Fund 3360900000	Telephone	121.76
62763	Kiwanis International of Gulfport	Membership	327.00
62764	KLDiscovery Ontrack, LLC	Professional Services	1,477.00
62765	Robert J. Knesal	Per Diem	80.00
62766	Mark P. Loughman	Per Diem	40.00
62767	Mark Dunning Industries, Inc.	Dump Services	710.00
62768	Mauldin & Jenkins, LLC	Audit Services	5,000.00
62769	McClatchy Company, LLC	Advertisement Services	66.32
62770	Mississippi Gulf Coast Ad Club, Inc.	Advertisement Services	150.00
62771	Mississippi Ports Council, Inc.	Membership Dues	6,000.00
62772	James Moody	Per Diem	415.50
62773	MS Power Company	Electricity	149,197.11
62774	Pass Road Mini Storage, LLC	Storage Unit Rent	390.00
62775	Portable Services, Inc	Portable Restroom Services	705.00

62776	Redd Pest Solutions	Pest Control Services	120.00
62777	RJ Young Company, Inc.	Printer Maintenance	650.00
62778	Stericycle, Inc.	Document Shredding Services	190.81
62779	South Mississippi Business Machines	Copier Maintenance	509.00
62780	Southern Admin. and Benefits	Monthly Service Fee	208.00
62781	Cowles Edgar Symmes	Per Diem	455.50
62782	Upchurch Services, LLC	Chiquita Administration Building HVAC Repair	6,630.29
62783	U.S. Bank	Website Hosting, Subscription Renewals, Supplies for Operations	723.56
Total			285,728.11

TRANSFERS

ACH	Aesir Services, Inc.	Environmental Online Consultants	500.00
ACH	Connected Oceans/Andrew Haines	Business Development and Consulting Services	23,917.00
ACH	Christopher Michael Stafford	Drone Services	170.00
ACH	Covenant Government Affairs, LLC	Professional Consulting Services	10,000.00
ACH	Covington Civil & Environmental, LLC	Groundwater Monitoring	6,961.25
ACH	Docuphase, LLC	Software	12,261.80
ACH	Errol LaRue	Reimbursement	2,884.44
ACH	Jon T. Nass	Reimbursement	702.27
ACH	Kathryn Dennis Spear	Per Diem	40.00
ACH	Norma Jean Ladner Soroe	Transcription Services	384.48
ACH	Rotolo Consultants, Inc. dba RCI	Landscape Services	2,073.52
ACH	SoftResources LLC	Consulting Services	6,750.00
ACH	SSA Gulf Inc.	Rent - Cotton Compress	900.00
ACH	Swetman Security Services, Inc.	Security Guard Services	105,174.29
ACH	Timeless Designs of Lucedale LLC	Interior Plant Maintenance	279.69
ACH	Todd Harman	Reimbursement	49.31
Total			458,776.16

Commissioner Symmes moved to approve the Port User Licenses, pending receipt of all fees and insurance documents. Commissioner Spear seconded and the motion was unanimously approved.

The following items were approved:

RENEWAL LICENSES:

Vendor: Martin Energy Services
Snider Tire, Inc.
Whitston Transportation, LLC

Pilot: Benjamin E. Hilton

Commissioner Symmes moved to approve the following progress payments: Balch & Bingham (\$10,835.00), Covington Environmental (\$6,961.25), J.E. Borries, Inc. (\$128,516.00) and MP Design Group (\$169,592.85). Commissioner Moody seconded and the motion was unanimously approved.

OLD BUSINESS

Commissioner Spear left the meeting.

Commissioner Moody moved to approve Change Order No. 3 for project closeout and Notice of Completion for Contract 24-EN-05 Shed 50 repairs project with D.N.P., Inc. Commissioner Knesal seconded and the motion was unanimously approved.

Commissioner Spear returned to the meeting.

Commissioner Symmes moved to approve Modification No. 2 to Work Order No. 14 with MP Design Ground under Contract 23-EN-01 to incorporate the latest version of the Restore Spill Impact Components for Professional Services Contract. Commissioner Knesal seconded and the motion was unanimously approved.

Commissioner Symmes moved to approve Modification No. 2 to Work Order No. 16 with MP Design Ground under Contract 23-EN-01 to update specific rates for Southern Earth Sciences Testing Service to be retroactively effective April 21, 2025. Commissioner Moody seconded and the motion was unanimously approved.

Commissioner Symmes moved to approve Modification No. 1 to Work Order No. 13 with MP Design Ground under Contract 23-EN-01 to close out the work order and deobligate funds in the amount of (\$75,329.50). Commissioner Moody seconded and the motion was unanimously approved.

NEW BUSINESS

Commissioner Symmes moved to approve advertising for Request for Qualifications related to on call professional engineering consultants and management services. The current contract expires June 30, 2026. Commissioner Spear seconded and the motion was unanimously approved.

Commissioner Symmes moved to award the Asphalt Services Contract 26-EN-03 to Gulf Pride Paving LLC. Commissioner Moody seconded and the motion was unanimously approved.

Commissioner Symmes moved approve to advertise and solicit proposals for Information Technologies Services. The current contract expires in March 2026. Commissioner Knesal seconded and the motion was unanimously approved.

ENGINEERING UPDATE:

James Buras reported on current engineering projects.

OPERATIONS REPORT:

Shawn Meyer reported on the maritime activity for December 2025:

Vessels	14		Vehicles	12,000
Tugs	5		Railcars	616
Tonnage (YTD)	1,137,085		Barges	26
Tonnage	151,902		TEU (monthly)	17,281
TEU's (short tons)	90,484			

Maintenance dredging is currently underway.

Year-to-date tonnage has increased by 2%. Monthly tonnage has decreased by 24%. Fiscal year-to-date TEUs are down 1%, while monthly TEUs have increased by 2%.

EXECUTIVE DIRECTOR'S COMMENTS:

While in Jackson MSPA staff had a productive meeting with Mississippi Development Authority (MDA) as well as attending a House of Representative budget hearing. The Senate budget hearing was held last Tuesday.

American Cruise Line conducted a final walk through and had productive meetings before the first vessel arrival in March. Currently, all dates are sold out for the cruises.

Director Nass will be traveling this weekend to attend the Poultry Show in Atlanta.

Approximately 30% of all MSPA payments are currently processed via ACH. As part of the future RFP requirement, a proposal will be developed to transition to electronic payments to enhance security and reduce reliance on mailed paper checks. The long-term goal is to achieve 100% ACH payments.

GENERAL COUNSEL'S COMMENTS:

David Duhe' had no comments.

MDA'S COMMENTS:

No comments.

COMMISSIONERS' COMMENTS:

Commissioner Loughman expressed appreciation to the staff for their efforts in coordinating the Legislative Reception in Jackson.

Commissioner Moody congratulated David Duhe' on the birth of his daughter.

Commissioner Symmes moved to close the meeting to discuss the need for an Executive Session. Commissioner Moody seconded and the motion was unanimously approved.

Commissioner Symmes moved to enter Executive Session to discuss legal, real estate and personnel matters. Commissioner Moody seconded and the motion was unanimously approved.

(THE BOARD OF COMMISSIONERS ENTERED INTO EXECUTIVE SESSION AT APPROXIMATELY 9:26 A.M.)

Commissioner Symmes moved to come out of Executive Session. Commissioner Moody seconded and the motion was unanimously approved.

Commissioner Loughman stated that no action took place during the Executive Session.

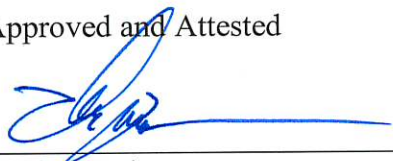
Commissioner Symmes moved to amend the agenda to add a new item under new business, item 9B Resolution No. 26-1 to approve separation agreement by and between MSPA and John D'Antico. Commissioner Moody seconded and the motion was unanimously approved.

Commissioner Symmes moved to approve Resolution No. 26-1, Separation and Release agreement between MSPA and John D'Antico. Commissioner Spear seconded the motion was unanimously approved.


Commissioner Loughman moved to adjourn.

The meeting adjourned at approximately 10:39 a.m.

Approved and Attested



Mark Loughman
President



Kathryn Dennis Spear
Secretary

Separation and Release Agreement

This Separation and Release Agreement ("**Agreement**") is entered into by and between the Mississippi State Port Authority (the "**Employer**"), and John D'Antico (the "**Employee**"). The Employer and the Employee are collectively referred to as the "**Parties**".

WHEREAS, Employee is currently serving as Employer's General Counsel;

WHEREAS, Employee has resigned his employment effective December 31, 2025;

WHEREAS, the Parties wish to ensure a smooth transition of duties;

NOW, THEREFORE, in consideration of the mutual terms below, the Parties hereby agree as follows:

~~December 31, 2025~~ ^{JANUARY} ²⁰²⁶ Separation Date. The Employee's last day of employment with the Employer will be ~~December 31, 2025~~ (the "**Separation Date**"). After the Separation Date, the Employee will not represent that the Employee is an employee, officer, attorney, agent, or representative of the Employer for any purpose.

2. Return of Property. By the Separation Date, the Employee must return all Employer property, including identification cards or badges, access codes or devices, keys, laptops, computers, telephones, mobile phones, hand-held electronic devices, credit cards, electronically stored documents or files and storage devices, physical files, and any other Employer property in the Employee's possession.

3. Separation Term. As consideration for the Employee's execution of, non-revocation of, and compliance with this Agreement, including the Employee's waiver and Release of Claims in Paragraph 4, and execution, non-revocation of, and compliance with a Supplemental Release before the Separation Date in a form acceptable to the Employer, the Employer agrees to provide the following benefits to which the Employee is not otherwise entitled.

~~December 31, 2025~~ ^{JANUARY} ²⁰²⁶ (a) Continued employment at Employee's current rate of pay through ~~December 31, 2025~~, however, Employee may communicate only with the Executive Director regarding his duties or the Executive Director's designee and may not take any action on the Employer's behalf (the "**Separation Term**").

(b) Employee agrees to direct all requests for references to Employer's Human Resources Department. In response to a request for a reference, Employer shall provide only Employee's dates of employment and job title, position description, and, if requested and authorized by the Employee in writing, the Employee's last salary or rate of pay.

The Employee understands, acknowledges, and agrees that these benefits exceed what Employee is otherwise entitled to and that these benefits are being given as consideration in exchange for executing this Agreement, including the general release.

This Agreement shall not become effective until the eighth (8th) day after the Employee signs, without revoking, this Agreement ("**Effective Date**").

4. Release.

(a) Employee's General Release and Waiver of Claims

In exchange for the consideration provided in this Agreement, the Employee and the Employee's heirs, executors, representatives, administrators, agents, and assigns (collectively, the "Releasors") irrevocably and unconditionally fully and forever waive, release, and discharge the Employer including the Employer's commissioners, directors, officers, employees, partners and agents, subsidiaries, divisions and affiliates, whether direct or indirect, and each its and their respective successors and assigns, in their official or corporate and individual capacities (collectively, the "Released Parties"), from any and all claims, demands, actions, causes of actions, judgments, rights, fees, damages, debts, obligations, liabilities, and expenses (inclusive of attorneys' fees) of any kind whatsoever, whether known or unknown (collectively, "Claims"), that Releasors may have or have ever had against the Released Parties, or any of them, by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter from the beginning of time up to and including the date of the Employee's execution of this Agreement, including, but not limited to:

(i) any and all claims under Title VII of the Civil Rights Act of 1964 (Title VII), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) (regarding existing but not prospective claims), the Fair Labor Standards Act (FLSA), the Equal Pay Act, the Employee Retirement Income Security Act (ERISA) (regarding unvested benefits), the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Fair Credit Reporting Act (FCRA), the Worker Adjustment and Retraining Notification (WARN) Act, the Age Discrimination in Employment Act (ADEA), the Uniform Services Employment and Reemployment Rights Act (USERRA), the Genetic Information Nondiscrimination Act (GINA), the Immigration Reform and Control Act (IRCA), all including any amendments and their respective implementing regulations, and any other federal, state, local, or foreign law (statutory, regulatory, or otherwise) that may be legally waived and released; however, the identification of specific statutes is for purposes of example only, and the omission of any specific statute or law shall not limit the scope of this general release in any manner;

(ii) any and all claims arising under tort, contract, and quasi-contract law, including but not limited to claims of breach of an express or implied contract, tortious interference with contract or prospective business advantage, breach of the covenant of good faith and fair dealing, promissory estoppel, detrimental reliance, invasion of privacy, violation of biometric and data privacy laws, nonphysical injury, personal injury or sickness or any other harm, wrongful or retaliatory discharge, fraud, defamation, slander, libel, false imprisonment, and negligent or intentional infliction of emotional distress;

(iii) any and all claims for monetary or equitable relief, including but not limited to attorneys' fees, back pay, front pay, reinstatement, experts' fees,

medical fees or expenses, costs and disbursements, punitive damages, liquidated damages, and penalties; and

However, this general release and waiver of claims excludes, and the Employee does not waive, release, or discharge claims that cannot be waived by law.

This general release and waiver of claims also excludes, and the Employee does not waive, release, or discharge the right to file an administrative charge or complaint with, or testify, assist, or participate in an investigation, hearing, or proceeding conducted by or before, or provide information to any Government Agencies about workplace conditions or a possible violation of law; except that the Employee waives any right to monetary relief related to any administrative charge or complaint to the greatest extent permitted by applicable law. "Government Agencies" means any federal, state, or local governmental regulatory or law enforcement agency with jurisdiction over Employer.

(b) Specific Release of ADEA Claims

In further consideration of the payments and benefits provided to the Employee in this Agreement, the Releasers hereby irrevocably and unconditionally fully and forever waive, release, and discharge the Released Parties from any and all Claims, whether known or unknown, from the beginning of time through the date of the Employee's execution of this Agreement, arising under the Age Discrimination in Employment Act (ADEA), as amended, and its implementing regulations. By signing this Agreement, the Employee hereby acknowledges and confirms that:

- (i) the Employee has read this Agreement in its entirety and understands all of its terms;
- (ii) by this Agreement, the Employee has been advised in writing to consult with an attorney of the Employee's choosing before signing this Agreement;
- (iii) the Employee knowingly, freely, and voluntarily agrees to all of the terms and conditions set out in this Agreement including, without limitation, the waiver, release, and covenants contained in it;
- (iv) the Employee is signing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which the Employee is otherwise entitled;
- (v) the Employee was given at least twenty-one (21) days to consider the terms of this Agreement and consult with an attorney of the Employee's choice, although the Employee may sign it sooner if desired;
- (vi) the Employee understands that the Employee has seven (7) days after signing this Agreement to revoke the release in this paragraph by delivering

notice of revocation to Abigail Mason at the Employer by overnight delivery before the end of this seven-day period; and

(vii) the Employee understands that the release contained in this paragraph does not apply to rights and claims that may arise after the Employee signs this Agreement.

5. Confidential Information. Employee acknowledges that during his service as General Counsel and during the Separation Term, he has learned and may continue to learn or gather certain information regarding the Port's business and the business of Port members that is proprietary and/or confidential in nature ("**Confidential Information**"). Employee agrees that he will continue to protect and maintain the confidentiality of such matters and agrees that all files, in whatever format, including all notes, memoranda, and other documents related to the Port, the Port members or Port business are Port property ("**Port Documentation**"). During the Separation Term, Employee will deliver all Port Documentation to an authorized representative of Employer and will not retain any copies of such documents.

6. Cooperation. The Parties agree that certain matters in which the Employee has been involved during the Employee's employment may need the Employee's cooperation with the Employer in the future. Employee agrees to make himself available to assist with any matters arising out of or related to matters which he may have personal knowledge and/or that may be related to issues arising during his service as General Counsel. Employer shall reimburse the Employee a reasonable amount for his time and actual expenses related to such assistance.

7. Non-Disparagement. The Employee agrees and covenants that the Employee shall not make, publish, or communicate defamatory or disparaging remarks, comments, or statements concerning any of the Employer's services or business. The Employee agrees and covenants that the Employee shall not make, publish, or communicate to any person or entity or in any public forum any maliciously false, defamatory, or disparaging remarks, comments, or statements concerning the Employer or its businesses, or any of its employees, officers, or directors and existing and prospective Port members, suppliers, and other associated third parties, now or at any time in the future.

This Section does not in any way restrict or impede the Employee from exercising protected rights to the extent that such rights cannot be waived by agreement. This Section also does not prevent the Employee from complying with any applicable law or regulation or a valid order from a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order.

8. Confidentiality of Agreement. The Employee agrees and covenants that the Employee shall not disclose the terms of this Agreement to any individual or entity; provided, however, that the Employee will not be prohibited from making disclosures to the Employee's spouse, domestic partner, attorney, tax advisors, or as may be required by law.

Nothing in this Agreement in any way is intended to restrict or impede the Employee from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of

competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order.

9. Remedies. In the event of a breach or threatened breach by the Employee of any provision of this Agreement, Employee hereby consents and agrees that money damages would not afford an adequate remedy and that Employer shall be entitled to seek a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages, and without the necessity of posting any bond or other security. Any equitable relief shall be in addition to, not instead of, legal remedies, monetary damages, or other available relief.

If the Employee fails to comply with any of the terms of this Agreement or post-employment obligations contained in it, the Employer may, in addition to any other available remedies, reclaim any amounts paid to the Employee under the provisions of this Agreement and terminate any benefits or payments that are later due under this Agreement, without waiving the releases provided in it.

10. Governing Law, Jurisdiction, and Venue. This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of Mississippi (including its statutes of limitations) without regard to any conflicts of laws principles that would require the laws of any other jurisdiction to apply. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in any state or federal court located in the state of Mississippi, county of Harrison. The Parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

11. Entire Agreement. Unless specifically provided herein, this Agreement contains all of the understandings and representations between Employer and Employee relating to the subject matter hereof and supersedes all prior and contemporaneous understandings, discussions, agreements, representations, and warranties, both written and oral, regarding such subject matter.

12. Modification and Waiver. No provision of this Agreement may be amended or modified unless the amendment or modification is agreed to in writing and signed by the Employee and by an authorized representative of the Employer. No waiver by either Party of any breach by the other Party of any condition or provision of this Agreement to be performed by the other Party shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either Party in exercising any right, power, or privilege under this Agreement operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

13. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, or enforceable only if modified, such finding shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect and continue to be binding on the Parties.

14. Interpretation. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph. Moreover, this Agreement shall not be construed against either Party as the author or drafter of the Agreement.

15. Counterparts. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

16. No Admission of Liability. Nothing in this Agreement shall be construed as an admission by the Employer of any wrongdoing, liability, or noncompliance with any federal, state, city, or local rule, ordinance, statute, common law, or other legal obligation.

17. Notices. All notices under this Agreement must be given in writing by overnight delivery via a recognized courier at the addresses indicated in this Agreement.

Notice to Employer:

Jon Nass
Executive Director

[REDACTED]
Gulfport, MS [REDACTED]

Notice to the Employee:

John D'Antico

[REDACTED]
Gulfport, MS [REDACTED]

18. Attorneys' Fees and Costs. If the Employee breaches any terms of this Agreement, to the extent authorized by Mississippi law, the Employee will be responsible for payment of all reasonable attorneys' fees and costs that Employer incurred in the course of enforcing the terms of this Agreement, including demonstrating the existence of a breach and any other contract enforcement efforts.

19. Acknowledgment of Full-Understanding. THE EMPLOYEE ACKNOWLEDGES AND AGREES THAT THE EMPLOYEE HAS FULLY READ, UNDERSTANDS, AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. THE EMPLOYEE ACKNOWLEDGES AND AGREES THAT THE EMPLOYEE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF THE EMPLOYEE'S CHOICE BEFORE SIGNING THIS AGREEMENT. THE EMPLOYEE FURTHER ACKNOWLEDGES THAT THE EMPLOYEE'S SIGNATURE BELOW IS AN AGREEMENT TO RELEASE EMPLOYER FROM ANY AND ALL CLAIMS THAT CAN BE RELEASED AS A MATTER OF LAW.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the later of the dates listed below.

Mississippi State Port Authority


By: 

Name: Jon Nass

Title: Executive Director/CEO

Date: 10/2/2025

John D'Antico

Signature:  nc

Date: 10/23/25

RESOLUTION NO. 26-01

After notice, a quorum of the Board of Commissioners (“Board”) of the Mississippi State Port Authority at Gulfport (“MSPA”) took up for consideration the matter of that certain Separation and Release Agreement entered into by and between the MSPA and John D’Antico, former General Counsel for the MSPA, effective October 31, 2025 (“Separation Agreement”).

Commissioner Symmes moved for the adoption of the following resolution:

RESOLUTION OF THE BOARD OF THE MSPA APPROVING AND ADOPTING THE SEPARATION AND RELEASE AGREEMENT BY AND BETWEEN THE MSPA AND JOHN D’ANTICO.

WHEREAS, Section 59-5-37(1) of the Mississippi Code authorizes the MSPA to, among other things, employ personnel necessary for the advancement, insurance, and operation of the State Port at Gulfport;

WHEREAS, Mr. D’Antico was employed as General Counsel for the MSPA and has since resigned from his employment as of January 31, 2026;

WHEREAS, the MSPA and Mr. D’Antico mutually entered into the Separation Agreement and wish to ensure a smooth transition of duties;

WHEREAS, the MSPA and Mr. D’Antico agree that the Separation Agreement is mutually beneficial to all parties and is a true and correct representation of the entire agreement between them;

WHEREAS, pursuant to the Separation Agreement, the MSPA and Mr. D’Antico agree to a release of any and all claims against each other, known and unknown, more particularly described in Paragraph 4 of the Separation Agreement; and

WHEREAS, the MSPA desires to formally approve and adopt the Separation Agreement, a copy of which is attached hereto (with certain personal identifying information redacted) and fully incorporated into this Resolution and set forth in the minutes of the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE MISSISSIPPI STATE PORT AUTHORITY AT GULFPORT, AS FOLLOWS:

The Board of Commissioners hereby approves and adopts that certain Separation and Release Agreement entered into by and between the MSPA and John D’Antico, former General Counsel for the MSPA, effective October 31, 2025.

Commissioner Spear seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

	<u>Voted:</u>
Commissioner Mark Loughman	<u>Aye</u>
Commissioner Robert J. Knesal	<u>Aye</u>
Commissioner Kate Dennis Spear	<u>Aye</u>
Commissioner James Moody	<u>Aye</u>
Commissioner Cowles Symmes	<u>Aye</u>

The motion having received the foregoing vote of the Board of Commissioners, the President declared the motion carried and the Resolution adopted, on this the 22nd day of January, 2026.



BOARD PRESIDENT