

RESOLUTION NO. 2013 04

**A RESOLUTION OF THE CITY OF PORT ST JOE,
FLORIDA, ACCEPTING A FULL AND FINAL
SETTLEMENT OF ALL CLAIMS AGAINST BP AND
OTHERS RESULTING FROM THE DEEPWATER
HORIZON OIL SPILL AND PROVIDING AN
IMMEDIATELY EFFECTIVE DATE.**

BE IT RESOLVED by the City Commission of the City of Port St Joe, Florida, that the City accepts BP's offer to pay the amount of Six Hundred Seventy Five Thousand (\$675,000.00) dollars for the City's economic losses and as a full and final settlement of all claims against BP and others resulting from the Deepwater Horizon Oil Spill; and

BE IT FURTHER RESOLVED that the Mayor is authorized and directed to execute and deliver to BP a general release of all damages resulting from or associated with the Deepwater Horizon Oil Spill, in favor of BP and all entities associated with that incident, in form and substance approved by the Mayor and the City Attorney, whose execution of that release shall be deemed conclusive evidence of that approval.

THIS RESOLUTION shall be effective immediately.

PASSED, APPROVED and ADOPTED by the City Commission of the City of Port St Joe, Florida, at its regular meeting, on this 21st day of May, 2013.

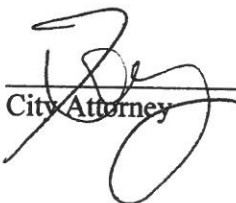
CITY OF PORT ST JOE, FLORIDA

By: 
Melvin C. Magidson, Mayor

ATTEST:


City Clerk

Approved as to form:


City Attorney

FULL AND FINAL RELEASE, SETTLEMENT, AND COVENANT NOT TO SUE

1. **Definitions:** For purposes of this Agreement, the following definitions shall apply, and in the case of defined nouns the singular shall include the plural and vice versa:
 - a. "Agreement" means this Full and Final Release, Settlement, and Covenant Not to Sue.
 - b. "Claimant" shall mean the **City of Port St Joe, Florida**, a municipal corporation, individually and the Claimant's Affiliates.
 - c. "Claimant's Affiliates" shall mean Claimant's subdivisions, agencies, associations, authorities, boards, bureaus, councils, departments, educational institutions or systems, components, public benefit corporations, public-private partnerships, or other instrumentalities of any kind, administrators, elected or unelected officials or officers, delegates, assigns, insurers, attorneys, or other agents of any kind.
 - d. The verb "releases," "released," and its cognate forms shall mean all forms of acts or deeds to release, acquit, forever discharge, and covenant not to sue on any sort of claim.
 - e. "Released Parties" includes all entities listed in Paragraph 5 below.
 - f. "Losses" means all forms of losses, damages, costs, expenses, taxes, requests, royalties, rents, fees, profit shares, earning capacity, property damage, punitive damages, exemplary damages, economic damages, injuries, liens, remedies, debts, claims, causes of action, or liabilities.
 - g. "Natural Resource Damages" means damages for injury to, destruction of, loss of, or loss of use of natural resources, including the reasonable costs of assessing the damage.
 - h. "Incident" means the blowout of the Macondo well, all discharges of hydrocarbons or other substances from the *Deepwater Horizon* mobile offshore drilling unit owned by Transocean and/or the Macondo Well occurring on or after April 20, 2010, the explosion and fire on the *Deepwater Horizon*, the sinking of the *Deepwater Horizon*, containment efforts related to the Macondo Well, construction of the relief wells, and clean-up and remediation efforts, including the Vessels of Opportunity program, and all other responsive actions in connection with the foregoing events.
 - i. "Claims" means the losses asserted by means of claims, demands, actions, and/or damages that Claimant may have as defined in Paragraph 2 below arising out of the Incident.
 - j. "Released Claims" means all Claims that have been released in this Agreement.

2. In consideration of payment in the amount of **SIX HUNDRED SEVENTY FIVE THOUSAND and NO/100 DOLLARS (\$675,000.00)** and previous payments made for claims referenced and released herein, Claimant hereby releases BP Exploration & Production Inc. ("BP") as well as all Released Parties from and for any and all liabilities, claims, demands, actions, damages, or other claimed forms of relief that Claimant may have or purport to have — whether asserted directly or indirectly through Claimant's Affiliates or otherwise — for the recovery of any and all losses that Claimant has or may have, whether known or unknown, whether present or future, whether direct or indirect, and whether legal or equitable, arising from or relating in any way to the Incident (collectively defined as "Claims"), specifically excluding only claims or causes of actions for federal government imposed civil fines or penalties (or shares of such civil fines or penalties that might become available to Claimant through federal legislation that may be enacted after the date of this Agreement) and for Natural Resource Damages that Claimant may or may not have.
3. Nothing in this Agreement shall be construed as releasing BP from any obligation it may have with respect to any ongoing or future response operations that may be conducted by BP or its agents or contractors at the direction of the Federal On-Scene Coordinator ("FOSC"). Nevertheless, the Released Claims in this Agreement are intended to include, without limitation, all claims for response and removal cost reimbursement that Claimant currently may have or hereafter acquire pursuant to the Oil Pollution Act of 1990 ("OPA"), including but not limited to claims asserted pursuant to 33 U.S.C. § 2702(b)(1), in addition to the other Released Claims described herein and particularly in Paragraph 2 above.
4. This Agreement applies to all Claims regardless of the legal or equitable theory or nature under which they are based or advanced including (but not limited to) legal and/or equitable theories under any federal, state, local, and international law, and including (without limitation) statutory law, codal law, regulation, common law, or equity, and whether based in maritime law, strict liability, negligence, gross negligence, punitive damages, nuisance, trespass, and all other legal and equitable theories, whether existing now or arising in the future, arising out of or in any way relating to the Incident. By executing this Agreement, Claimant warrants and understands that it is forever giving up and discharging, without any right of legal recourse whatsoever, any and all rights it has or may have to the Released Claims against the Released Parties.
5. "Released Parties" includes anyone who is or could be responsible or liable in any way for the Incident or any damages related thereto, including (but not limited to) those liable for the Released Claims, whether a person, company or governmental entity, including (but not limited to) BP, the parties listed on Attachment "A" hereto, the federal Oil Spill Liability Trust Fund and any state or local fund, and each of their respective affiliates, including (but not limited to) their officers, directors, shareholders, employees, and agents.
6. Claimant represents and warrants that (i) its undersigned representative has authority to execute this Agreement on behalf of Claimant and Claimant's Affiliates; (ii) it has not received any payment from any insurer or other party (other than BP) in connection with

the Incident; and (iii) it has not sold or otherwise transferred or assigned any of the Claims, or any interests in such Claims.

7. Claimant will dismiss with prejudice within ten (10) days of executing this Agreement any litigation concerning any pending Claims filed by or on behalf of Claimant or Claimant's Affiliates against BP or any other of the Released Parties provided such Claims are now defined as Released Claims. Claimant also will withdraw from any existing and will not join any new class actions or similar procedural devices concerning the Released Claims.
8. This Agreement is not intended to prevent any of the Released Parties from exercising their respective rights of contribution, subrogation, or indemnity under the Oil Pollution Act of 1990 ("OPA") or any other law. As this Agreement is fully and completely resolving Claimant's Released Claims under OPA other than claims for Natural Resource Damages and federal government imposed civil fines and penalties, BP is hereby subrogated to any and all rights that Claimant has arising from the Incident for those Released Claims, other than claims for Natural Resource Damages and claims for federal government imposed civil fines and penalties.
9. The payment(s) to Claimant is/are made without any admission of liability or wrongdoing by BP or any other Released Party and is/are made purely by way of compromise and settlement.
10. The provisions of this Agreement and all questions with respect to the construction and enforcement thereof and the rights and liabilities hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Any and all disputes, cases, or controversies concerning this Agreement, including without limitation disputes concerning the interpretation or enforceability of this Agreement, shall be filed in the United States District Court for the Eastern District of Louisiana accompanied by a legal request made on behalf of any complainant party (whether one of the Released Parties or the Claimant or the Claimant's Affiliates) for such dispute to be made part of the multidistrict litigation pending before that Court, titled, *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010* (MDL 2179) or in any United States District Court with venue if, but only if, MDL 2179 has been terminated by the time any dispute concerning this Agreement is filed. No actions to enforce this Agreement shall be filed in state courts. Claimants and Released Parties agree not to contest the existence of federal jurisdiction in MDL 2179 or a United States District Court with venue if, but only if, MDL 2179 has been terminated by the time any dispute concerning this Agreement is filed.
11. This Agreement constitutes the final, complete, and exclusive agreement and understanding between BP and Claimant and supersedes any and all other agreements, written or oral, between BP and Claimant with respect to such subject matter of this Agreement.
12. This Agreement shall remain effective regardless of any appeals or court decisions relating in any way to the liability of the Released Parties.

13. Attachment "B" to this Agreement is a Resolution authorizing **Melvin C. Magidson as Mayor** to execute this Agreement on behalf of Claimant and Claimant's Affiliates.
14. Attachment "C" to this Agreement is a legal opinion from **Thomas Gibson, Esquire**, concluding that the Resolution is valid and that the signatory signing on behalf of Claimant has the legal authority under the law of Florida, to settle litigation and claims on behalf of the City of Port St Joe, Florida.

City of Port St Joe, Florida

By:



Melvin C. Magidson, Mayor

Date: 5/21/13

Attachment "A" Listing Released Parties

Abdon Callais Offshore, Inc.
Admiral Robert J Papp Jr.
Admiral Thad Allen
Admiral Towing, LLC
Aerotek, Inc.
Airborne Support, Inc.
Airborne Support International, Inc.
Alford Safety Services Inc.
Alford Services Inc.
Ameri-Force, Inc.
Ameri-Force Craft Services, Inc.
American Pollution Control Corporation
Anadarko Petroleum Company
Anadarko Petroleum Corporation
Anadarko E&P Company LP
Apex Environmental Services, LLC
Art Catering, Inc.
Ashland Services, LLC
B&B Environmental Services, Inc.
Belle Chasse Marine Transportation, Inc.
BJ Services Company, USA
Blue Marlin Services of Acadiana, LLC
Bobby Lynn's Marina, Inc.
BP America Inc.
BP America Production Company
BP Company North America Inc.
BP Corporation North America Inc.
BP Energy Company
BP Exploration (Alaska) Inc.
BP Global Special Products (Americas) Inc.
BP Holdings North America Limited
BP Exploration & Production Inc.
BP p.l.c.
BP Products North America Inc.
BP International Ltd.
BP Corporation North America Inc. Savings Plan Investment Oversight Committee
Brett Coteles
Brian Morel
Cabildo Services, LLC
Cabildo Staffing, LLC
Cahaba Disaster Recovery LLC
Cal Dive International, Inc.
Cameron Corporation
Cameron International Corporation
Cameron International Corporation f/k/a Cooper Cameron Corporation
Cameron International Corporation d/b/a/ Cameron Systems Corporation
Center for Toxicology and Environmental Health L.L.C.
Chill Boats L.L.C.
Chouest Shorebase Services, LLC
Clean Harbors, Inc.
Clean Tank LLC
Clean Tank Inc.
Core Industries, Inc.
Core 4 Kebawk, LLC

Crossmar, Inc.
 Crowder/Gulf Joint Venture
 Crowder Gulf Disaster Recovery
 Danos and Curole Marine Contractors, LLC
 Danos & Curole Staffing, L.L.C.
 David Sims
 Deepwater Horizon Oil Spill Trust
 Diamond Offshore Company
 DOF Subsea USA, Inc.
 Don J. Vidrine
 DRC Emergency Services, LLC
 DRC Marine, LLC
 DRC Recovery Services, LLC
 Dril-Quip, Inc.
 Dynamic Aviation Group, Inc.
 Eastern Research Group, Inc.
 Environmental Standards, Inc.
 Environmental Safety & Health Consulting Services
 Environmental Safety & Health Environmental Services
 ES&H, Inc.
 ESIS, Inc.
 Exponent, Inc.
 Fauchaux Brothers Airboat Services, Inc.
 Global Diving & Salvage, Inc.
 Global Employment Services, Inc.
 Global Fabrication, LLC
 Global Marine International, Inc.
 Graham Gulf Inc.
 Grand Isle Shipyard Inc.
 Gregg Walz
 Guilbeau Marine, Inc.
 Guilbeau Boat Rentals, LLC
 Gulfmark Offshore, Inc.
 Gulf Offshore Logistics, LLC
 Gulf Offshore Logistics International, LLC
 Gulf Services Industrial, LLC
 HEPACO, Inc.
 Hilcorp Energy Company
 Hyundai Heavy Industries Co. Ltd, Inc.
 Hyundai Motor Company
 I-Transit Response, L.L.C
 International Air Response, Inc.
 Island Ventures II, LLC
 JMN Specialties, Inc.
 JNB Operating LLC
 John Guide
 K & K Marine, LLC
 LaBorde Marine Services, LLC
 Lane Aviation
 Lawson Environmental Service LLC
 Lawson Environmental Service & Response Company
 Lee Lambert
 Lord Edmund John Browne
 Lynden Air Cargo, LLC
 Lynden, Inc.
 Maco of Louisiana, LLC

Maco Services, Inc.
 Marine Spill Response Corporation
 Mark Bly
 Mark Hafle
 M-I L.L.C.
 M-I Drilling Fluids L.L.C.
 M-I Swaco
 Miller Environmental Group, Inc.
 Mitchell Marine
 Mitsui & Co. (USA), Inc.
 Mitsui & Co. Ltd.
 Mitsui Oil Exploration Co. Ltd.
 ModuSpec USA, Inc.
 Monica Ann LLC
 Moran Environmental Recovery, LLC
 MOEX Offshore 2007 LLC
 MOEX USA Corporation
 M/V Monica Ann
 M/V Pat Tilman
 M/V Damon B. Bankston
 M/V Max Chouest
 M/V Ocean Interventions
 M/V C. Express
 M/V Capt. David
 M/V Joe Griffin
 M/V Mr. Sidney
 M/V Hilda Lab
 M/V Premier Explorer
 M/V Sailfish
 M/V Seacor Washington
 M/V Emerald Coast
 M/V Admiral Lee
 M/V Seacor Vanguard
 M/V Whuppa Snappa
 Nalco Energy Services, LP
 Nalco Holding Company
 Nalco Finance Holdings LLC
 Nalco Finance Holdings Inc.
 Nalco Holdings LLC
 Nalco Company
 National Response Corporation
 Nature's Way Marine, LLC
 Nautical Ventures, LLC
 Nautical Solutions, LLC
 O'Brien's Response Management, Inc.
 Ocean Runner, Inc.
 Ocean Therapy Solutions, LLC
 Oceaneering International, Inc.
 Odyssey Marine, Inc.
 Offshore Cleaning Systems L.L.C.
 Offshore Service Vessels, LLC
 Offshore Inland Marine & Oilfield Services, Inc.
 Oil Recovery Company, Inc. of Alabama
 Oilfield Marine Contractors, LLC
 Parsons Commercial Services Inc.
 Parsons Services Company

Parsons Facility Services Company
 Parsons Corporation
 Patriot Environmental Services Incorporated
 Peneton Company
 Perennial Contractors, LLC
 Peneton Corporation
 Production Services Network U.S., Inc.
 Quality Container, Inc.
 Quality Energy Services, Inc.
 Ranger Offshore, Inc.
 Reel Pipe, LLC
 Resolve Marine Services, Inc.
 Robert Kaluza
 Ronald W. Sepulvado
 Schlumberger, Ltd.
 Seacor Holdings Inc.
 Seacor Marine, LLC
 Seacor Marine, Inc.
 Seacor Marine International, Inc.
 Seacor Offshore LLC
 Seacor Worldwide, Inc.
 Sealion Shipping LTD
 Sea Support Services, L.L.C.
 Sea Tow of South Miss, Inc.
 Seafairer Boat, LLC
 Shamrock Management LLC et al.
 Shoreline Services, LLC
 Siemens Financial, Inc.
 Shoreline Construction, LLC
 Smith Marine, Inc.
 Southern Cat, Inc.
 Southern Environmental of Louisiana, LLC
 Stallion Offshore Quarters, Inc.
 Subsea 7 LLC
 Tamara's Group, LLC
 Team Labor Force, LLC
 Technical Marine Maintenance Services, L.L.C.
 The Modern Group, Ltd.
 The Modern Group GP-SUB, Inc.
 The O'Brien Group, LLC
 The Response Group, Inc.
 Tiburon Divers, Inc.
 Tidewater, Inc.
 Tidewater Marine LLC
 Tiger Rentals, Ltd.
 Tiger Safety, LLC
 Toisa Limited
 Total Safety U.S., Inc.
 Twenty Grand Offshore, LLC
 Twenty Grand Marine Service, LLC
 Twenty Grand Offshore Inc.
 USES/Construct Corps
 United States Environmental Services, LLC
 United States Maritime Services, Inc.
 Viscardi Industrial Services, LLC
 Weatherford International Ltd.

Weatherford U.S. L.P.
Wood Group Production Services, Inc.
Worley Catastrophe Services, LLC
Worley Catastrophe Response, LLC

Attachment "B" – Resolution Demonstrating Authority of executing person to Execute Release for Entity

Attachment "C" – Legal Opinion that Attachment B is Sufficient Pursuant to Florida Law

RISH, GIBSON & SCHOLZ P.A.
ATTORNEYS AT LAW
116 SAILOR'S COVE DRIVE
POST OFFICE BOX 39
PORT ST. JOE, FLORIDA 32457

WILLIAM J. RISH (1932-2008)
THOMAS S. GIBSON
S. RUSSELL SCHOLZ

TELEPHONE (850) 229-8211
FAX (850) 227-1619

May 21, 2013

BP Exploration &
Production, Inc.

RE: Full and Final Settlement of All Economic Loss Claims of the City of Port St. Joe,
Florida, against BP associated with the Deepwater Horizon Oil Spill

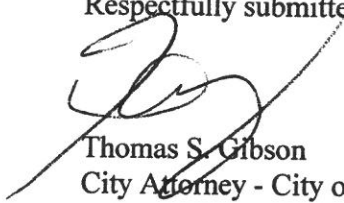
Dear Sir or Madam:

I serve as City Attorney of the City of Port St. Joe, Florida, (the "City"). I have participated in the meeting of the "City", held today, the adoption of Resolution Number _____ of even date, (the "Resolution") and the execution and delivery of that certain Full and Final Release, Settlement, and Covenant Not To Sue ("General Release") of even date in connection with the captioned settlement, releasing BP and others in consideration of the promised payment by BP to the City of \$675,000.00 dollars (the "Consideration").

I am of the opinion that:

1. The City is a municipal corporation in the State of Florida validly existing under the constitution and laws of the State of Florida.
2. The City has all requisite power and authority to adopt the Resolution and deliver the General Release.
3. The execution and delivery of the General Release has been authorized by all necessary action on the part of the City and, upon the City's receipt of the Consideration, the General Release will be valid and enforceable according to its terms.
4. The execution and delivery of the General release and the compliance by the City with the terms thereof will not conflict with any instrument to which the City is a party.

Respectfully submitted,


Thomas S. Gibson
City Attorney - City of Port St. Joe

cc: City Commission

THE CITY OF PORT ST. JOE

FINAL SETTLEMENT

Total Recovery Amount	\$ 675,000.00
Attorney Fees (20% of Total Recovery Amount)	\$ 135,000.00
Nix, Patterson & Roach (60.0% of fee)	\$ 81,000.00
Rish/Gibson (10.0% of fee)	\$ 13,500.00
Harrison Rivard & Duncan (7.5% of fee)	\$ 10,125.00
Harrison Sale McCloy (7.5% of fee)	\$ 10,125.00
Fowler White (7.5% of fee)	\$ 10,125.00
Billy Buzzett (7.5% of fee)	\$ 10,125.00
Repayment of Advanced Costs to NPR	\$ 47.98
Cost of Assessing Damages - Experts	\$ 47.98
Net Proceeds to Client	\$ 539,952.02

The City of Port St. Joe ("Client") hereby accepts the Award Amount offer of \$675,000.00 in full and final settlement and payment of any and all claims as more specifically described in the Release signed on even date herewith, arising out of the *Deepwater Horizon* incident on or about April 20, 2010 and the resulting BP Oil Spill. Client agrees to accept \$539,952.02 as its net payment from the gross Award Amount proceeds. Client specifically agrees to reimburse the law firm of Nix, Patterson & Roach, LLP ("NPR") \$47.98 in costs NPR advanced in order to prosecute this claim. Client also specifically approves the attorney fees in the amount \$135,000.00, and approves the allocation of the attorney fees as outlined above.

THE CITY OF PORT ST. JOE

By: Melvin C. Magidson Date: 5/21/13
Melvin C. Magidson - Mayor

STATE OF FLORIDA
COUNTY OF Gulf

The foregoing instrument was acknowledged before me this 21 day of _____, 2013 by, Melvin C. Magidson, Mayor who is personally known to me, or ☐ has produced _____ as identification, and who, after first being duly sworn, deposed and affirmed that he/she executed this instrument on behalf of **The City of Port St. Joe** as its duly authorized representative for the purposes herein expressed.

Signature of Notary Public

