

RESOLUTION NO. 2013-07

**A RESOLUTION OF THE CITY COMMISSION OF
SPRINGFIELD, 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 Springfield, Florida, that the City accepts BP's offer to pay the amount of Two Hundred Fourteen Thousand dollars and no cents (\$214,000.00) 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 take effect immediately upon its passage.

PASSED, APPROVED, AND ADOPTED this 18th day of June, 2013.

CITY OF SPRINGFIELD, FLORIDA

By: 
RALPH HAMMOND, MAYOR

ATTEST:


ANNE ANDREWS, CITY CLERK

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 Springfield, 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 **TWO HUNDRED FOURTEEN THOUSAND and NO/100 DOLLARS (\$214,000.00)** 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

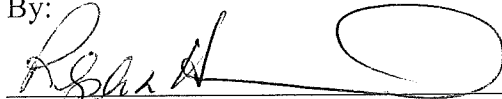
the Incident; and (iii) it has not sold or otherwise transferred or assigned any of the Claims, or any interests in such Claims.

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 **Ralph Hammond 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 **Kevin D. Obos, 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 Panama City, Florida.

City of Springfield, Florida

By:

A handwritten signature in black ink, appearing to read "Ralph Hammond", written over a horizontal line. The signature is stylized and includes a large, circular flourish at the end.

Ralph Hammond, Mayor

Date: 6-18-13

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.
Faucheaux 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.
Odyssea 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.
Tiburón 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]

RESOLUTION NO. 2013-07

A RESOLUTION OF THE CITY COMMISSION OF
SPRINGFIELD, 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 Springfield, Florida, that the City accepts BP's offer to pay the amount of Two Hundred Fourteen Thousand dollars and no cents (\$214,000.00) 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 take effect immediately upon its passage.

PASSED, APPROVED, AND ADOPTED this 18th day of June, 2013.

CITY OF SPRINGFIELD, FLORIDA

By: 
RALPH HAMMOND, MAYOR

ATTEST:


ANNE ANDREWS, CITY CLERK

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



Attorneys At Law

HARRISON SALE McCLOY

KEVIN D. OBOS
kobos@HSMcLaw.com

CORRESPONDENCE
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Panama City, FL 32401
T 850.769.3434 F 850.769.6121

SANDESTIN OFFICE
495 Grand Blvd., Suite 206
Miramar Beach, FL 32550
T 850.269.7218

June 18, 2013

BP Exploration &
Production, Inc.

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

Dear Sir or Madam:

I serve as City Attorney for the City of Springfield, Florida (the "City"). I have participated in the meeting of the "City", held today, the adoption of Resolution Number 13-07 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 \$214,000.00 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,

Kevin D. Obos

Cc: City Commission

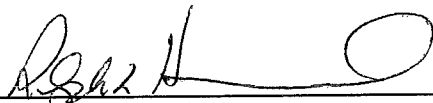
THE CITY OF SPRINGFIELD

FINAL SETTLEMENT
Economic and Property Damage Claim

Total Recovery Amount	\$ 214,000.00
Attorney Fees (20% of Total Recovery Amount)	\$ 42,800.00
Nix, Patterson & Roach (62.5% of fee)	\$ 26,750.00
Harrison Rivard & Duncan (20% of fee)	\$ 8,560.00
Harrison Sale McCloy (10% of fee)	\$ 4,280.00
Fowler White (7.5% of fee)	\$ 3,210.00
Repayment of Advanced Costs to NPR	\$ 12,506.82
Net Proceeds to Client	\$ 158,693.18

The City of Springfield ("Client") hereby accepts the Award Amount offer of **\$214,000.00** 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 **\$158,693.18** as its net payment from the gross Award Amount proceeds. Client specifically agrees to reimburse the law firm of Nix, Patterson & Roach, LLP ("NPR") **\$12,506.82** in costs NPR advanced in order to prosecute this claim. Client also specifically approves the attorney fees in the amount **\$42,800.00**, and approves the allocation of the attorney fees as outlined above.

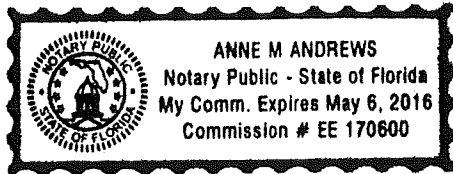
THE CITY OF SPRINGFIELD

By:  Date: 6-18-13
Ralph Hammond - Mayor

STATE OF FLORIDA
COUNTY OF Bay

The foregoing instrument was acknowledged before me this 18th day of June, 2013 by, **Ralph Hammond, 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 Springfield** as its duly authorized representative for the purposes herein expressed.

Anne M Andrews
Signature of Notary Public



06/12/13
Accrual Basis

Nix Patterson & Roach LLP
BP Florida Case Expense
by Sub-Account

<u>Type</u>	<u>Date</u>	<u>Name</u>	<u>Source Name</u>	<u>Amount</u>	<u>Balance</u>
Case Expenses Advanced					
Experts					
Bill	1/22/2013	City of Springfield	Legier & Company, apac	12,506.82	12,506.82
Total Experts				12,506.82	12,506.82
Total Case Expenses Advanced				12,506.82	12,506.82
TOTAL				12,506.82	12,506.82