



CHARLIE CRIST  
Governor

SECRETARY MICHAEL W. SOLE  
Florida Department of Environmental Protection

DAVID HALSTEAD  
State Coordinating Officer

## FOR IMMEDIATE RELEASE

MAY 25, 2010

**CONTACT:** GOVERNOR'S PRESS OFFICE  
(850) 488-5394

### ATTACHMENT:

- Memorandum of Understanding for Marketing Campaign

## DEEPWATER HORIZON RESPONSE FLORIDA UPDATE – DAY 35

[www.dep.state.fl.us/deepwaterhorizon](http://www.dep.state.fl.us/deepwaterhorizon)

### **Governor Crist Announces \$25-Million Tourism Advertising Campaign Memorandum of Understanding with BP**

*~ To help tourism industry in Panhandle first ~*

TALLAHASSEE – Governor Charlie Crist today announced Florida has received \$25 million from BP for Visit Florida and local tourist development councils to air a tourism marketing campaign with ads reflecting the accurate condition of Florida's beaches. In addition, Governor Crist announced the finalization of a Memorandum of Understanding between the State of Florida and BP. Through a combination of live video-camera feeds, social marketing and television and online advertising, potential travelers will learn that Florida's beaches and world-renowned fishing grounds are open for business and free from any affects from the Deepwater Horizon incident in the Gulf of Mexico. The campaign will focus first on the Panhandle region, and then on all coastal counties experiencing economic impact from the Deepwater Horizon event.

"Florida continues to be a great value for families, business travelers and international visitors seeking an enjoyable vacation experience. In spite of negative images and reports people may be hearing about Florida's beaches and fishing grounds, this campaign will tell the world how they can see live images of Florida beaches and businesses," Governor Crist said. "We will use BP's resources as quickly as possible to target every city and region that support tourism destinations in the Panhandle, as well as national and international markets."

Yesterday, Governor Crist spoke with President Obama and Gulf Coast Governors about the current economic impacts of the oil spill, even though oil has not

reached Florida's shores. The Governor urged attention and assistance to small businesses such as oystermen and charter boat captains in the Panhandle, who begin the crucial summer season for Florida's tourism industry with the upcoming Memorial Day Holiday weekend.

Governor Crist has directed an extensive national tourism advertising campaign during the next two months to ensure potential travelers have accurate information about the Deepwater Horizon oil spill's impact on Florida's beaches and waters. The campaign will include broadcast television and radio, print, online and social marketing, targeting in-state, domestic and international markets. The campaign will also include extensive proactive image generation and distribution of photos and videos of visitors enjoying Florida beaches and attractions.

For more information about Governor Crist's actions relating to the Deepwater Horizon oil spill, please visit [http://www.dep.state.fl.us/deepwaterhorizon/files/052510\\_deepwater\\_horizon\\_response.pdf](http://www.dep.state.fl.us/deepwaterhorizon/files/052510_deepwater_horizon_response.pdf).

For information on Florida's response to the Deepwater Horizon oil spill, visit [www.dep.state.fl.us/deepwaterhorizon](http://www.dep.state.fl.us/deepwaterhorizon), follow [www.Twitter.com/FLDEPAlert](http://www.Twitter.com/FLDEPAlert) or call the Florida Oil Spill Information Line at 888-337-3569.

## AGREEMENT

AGREEMENT (this "Agreement") dated as of May 20, 2010, by and between BP Exploration & Production Inc. ("BP") and the State of Florida (the "State").

### RECITALS

- A. The explosion at the Deepwater Horizon Oil Rig located in the Gulf of Mexico and the resulting oil spill (the "Event") has affected the State's tourism industry.
- B. Governor Charlie Crist requested approximately \$25 million of financial assistance from BP to fund an emergency marketing campaign.
- C. Governor Charlie Crist also requested an additional \$10 million of financial assistance to fund marketing support for impacted counties.
- D. BP desires to assist the State by providing \$25,000,000 (the "Payment") to the State for use in an emergency marketing campaign.

NOW, THEREFORE, BP and the State hereby agree as follows:

1. Payment. Promptly after the execution and delivery of this Agreement, BP shall provide the Payment to the State by wire transfer of such amount to the Designated State Agency (as defined below). The Payment shall be irrevocable and nonrefundable.
2. Use of the Payment. The Payment shall be disbursed by the Designated State Agency, within 90 days after the date hereof, to promote tourism in the State in a manner designed to alleviate or mitigate concerns resulting from the Event. Subject to the foregoing, the State shall have full discretion to determine the appropriate use of the Payment for such purpose and the Designated State Agency shall keep reasonably detailed records of how the Payment has been used and disbursed. The State shall send BP a report on how the Payment was used promptly after the end of such 90-day period. The parties further agree that the disbursement of the Payment will be in compliance with all applicable state laws and regulations.
3. Designated State Agency. As used herein the "Designated State Agency" is the Florida Division of Emergency Management.
4. Nature of Funds. The Payment shall in no way affect, modify, alter, hinder or forestall any claims that the State may have against BP or others. These funds are provided in addition to and irrespective of BP's obligations under the Oil Pollution Act of 1990 (the "OPA") or any other applicable state or federal law; provided that BP and the State agree that the State shall not seek reimbursement under the OPA or any other applicable state or federal law, or from BP or any of its affiliates, for costs that the State has already paid out of the Payment, the intent being that the State shall not receive a double payment for the same costs.
5. Miscellaneous. This Agreement contains the entire understanding of the parties with regard to the subject matter contained herein. The parties hereto, by mutual agreement in writing, may amend, modify or supplement this Agreement. This Agreement may be executed in

one or more counterparts, each of which shall be considered an original counterpart, and shall become effective when both parties have executed one counterpart. This Agreement shall not constitute an admission of liability or fact by any party. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

6. IN WITNESS WHEREOF, the undersigned parties have executed and delivered this Agreement as of the date first written above.

BP EXPLORATION & PRODUCTION INC.

By: 

Douglas J. Suttles  
Chief Operating Officer

STATE OF FLORIDA

By: 

David Halstead, Director  
Florida Division of Emergency Management