



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager
MONICA E. TAYLOR
Assistant Records Manager

February 26, 2015

Via U.S. Mail and Email – rsl@sgclaw.com

Mr. R. Scott Lewis
Stone, Granade & Crosby, P.C.
Post Office Drawer 1509
Bay Minette, Alabama 36507

**RE: Agreement with the Baldwin County Board of Education Regarding
Disbursement of BP Settlement Proceeds**

Dear Mr. Lewis:

Please find enclosed a **fully executed copy** of the *Full and Final Release, Settlement and Covenant Not to Sue and Agreement* approved during the February 3, 2015, Baldwin County Commission meeting, between the Commission and the Baldwin County Board of Education regarding the disbursement of BP settlement proceeds to the Board of Education.

If you have any questions or need further assistance, please do not hesitate to contact Ron Cink, Interim County Administrator, at (251) 580-2550.

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

AG/met Item KA2

Ron Cink
Kim Creech
Eva Cutsinger
Robbie Owen, Superintendent, Baldwin County Board of Education

ENCLOSURE

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 Baldwin County Board of Education 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 Three Million Eighteen Thousand Eight Hundred Eighteen Dollars and Ninety-Seven Cents (\$3,018,818.97), less One Hundred Eighty Five Thousand Dollars (\$185,000.00) credit as set forth in Agreement between the County and Claimant dated February 24, 2015, Claimant hereby releases BALDWIN COUNTY, ALABAMA, acting by and through the Baldwin County Commission ("the County"), 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 which has already been enacted or which 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 or any of the Released Parties from any obligation they 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 the County and 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. Claimant further specifically represents and warrants that the County, as the legislatively authorized taxing authority, is the proper party to assert all Claims for lost tax revenues from taxes levied by Claimant and agrees to defend, indemnify, and hold the Released Parties harmless from any Claim or cause of action brought by any other entity for lost tax revenues from taxes levied by Claimant regardless of whether such Claim is predicated on negligence, gross negligence, willful misconduct, strict liability, intentional torts, liability based on contractual indemnity, or any and all other theories of liability. CLAIMANT ACKNOWLEDGES THAT THIS PARAGRAPH 6 COMPLIES WITH ANY REQUIREMENT TO EXPRESSLY STATE THAT LIABILITY FOR SUCH CLAIMS IS INDEMNIFIED AND THAT THIS PARAGRAPH 6 IS CONSPICUOUS AND AFFORDS FAIR AND ADEQUATE NOTICE.

7. Claimant will dismiss, with prejudice, within five (5) days from the receipt of the settlement proceeds referenced in Paragraph 2 hereof, 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 to Claimant is made without any admission of liability or wrongdoing by BP or any other Released Party and is 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 Alabama, without giving effect to any choice of law provisions arising thereunder.

11. This Agreement constitutes the final, complete, and exclusive agreement and understanding between the County, BP and Claimant and supersedes any and all other agreements, written or oral, between the County, 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.

CLAIMANT:

BALDWIN COUNTY BOARD OF EDUCATION

2/10/15
Date

By: *Norman Moore*
NORMAN MOORE
Its President

BALDWIN COUNTY, ALABAMA
Acting by and through the
Baldwin County Commission

2-24-15
Date

By: *Charles F. Gruber*
CHARLES F. GRUBER
Its Chairman

Attest:

Ronald J. Cink
RONALD J. CINK, as Interim County Administrator



STATE OF ALABAMA

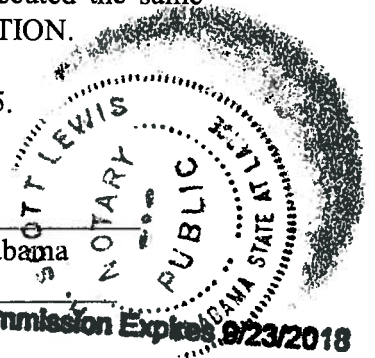
COUNTY OF BALDWIN

I, R. Scott Lewis, a Notary Public, in and for said County in said State, hereby certify that NORMAN MOORE, whose name as President of the BALDWIN COUNTY BOARD OF EDUCATION, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the BALDWIN COUNTY BOARD OF EDUCATION.

Given under my hand and seal this 10th day of February, 2015.

R. Scott Lewis
Notary Public, Baldwin County, Alabama
My Commission Expires:

My Commission Expires 8/23/2018



STATE OF ALABAMA

COUNTY OF BALDWIN

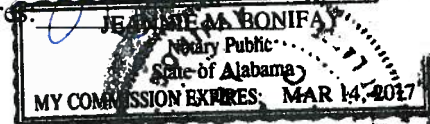
I, Jeannie M. Bonifay, a Notary Public, in and for said County in said State, hereby certify CHARLES F. GRUBER, whose name as Chairman of the Baldwin County Commission, as the governing body of BALDWIN COUNTY, ALABAMA, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said governmental body.

Given under my hand and seal this 24 day of February, 2015.

Jeannie M. Bonifay

Notary Public, Baldwin County, Alabama

My Commission Expires: _____



Attachment "A"

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.
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.
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

AGREEMENT

THIS AGREEMENT is entered into this 24 day of February, 2015, by and between the BALDWIN COUNTY BOARD OF EDUCATION ("Board"), and BALDWIN COUNTY, ALABAMA ("County Commission").

WHEREAS, on April 20, 2010, the Deepwater Horizon Oil Well suffered a catastrophic failure and caused a severe environmental disaster which impacted the Alabama Gulf Coast (the "Incident"); and

WHEREAS, as a consequence of the Deepwater Horizon Incident, governmental entities such as the Board and County Commission, suffered significant loss of tax revenues; and

WHEREAS, both the Board and the County Commission presented claims to BP to compensate them for the loss of tax revenues; and

WHEREAS, the parties hereto disagree as to the standing of the Board to maintain a claim separate and apart from the County Commission; and

WHEREAS, the County Commission settled its loss of revenue claims which purportedly included claims for tax revenue to be distributed to the Board; and

WHEREAS, the Board maintains that said settlement was ineffective to settle its claims.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in full satisfaction of all claims either party may have in connection with the Incident, the parties agree to the following: (1) that the County Commission shall pay to the Board the amount of \$2,833,818.97; (2) the remaining balance of the funds, in the amount of \$185,000.00 will be credited by the County Commission toward the cost to be paid by the Board associated with the special election scheduled

for March 31, 2015; (3) the Board hereby assigns to the County Commission all of its claims, causes of action and any recoveries related to the same to the County Commission which may be attributable in any way to the Board arising from or relating to the Incident; (4) the Board, upon due execution and delivery by the County Commission of this Agreement, will contemporaneously execute and deliver to the County commission a release in form as attached hereto as Exhibit A; and (5) the Board agrees to dismiss with prejudice its action pending in the United States District Court for the Eastern District of Louisiana against BP, and to take no further action which could cause liability to the County Commission under the release agreement which it executed with BP.

DONE this 24 day of February, 2015.

BALDWIN COUNTY BOARD OF EDUCATION

By: Norman W Moore
As its: President

BALDWIN COUNTY, ALABAMA

By: Cliff Hill
As its: Chairman



BALDWIN COUNTY COMMISSION
DISBURSEMENT FUND 705
312 Courthouse square Suite 11
Bay Minette, AL 36507



BBVA COMPASS
1-800-COMPASS
BBVACOMPASS.COM

Check No. - 175109

Check Date - 3/3/2015

PAY: AMOUNT \$*5,997,878.92
\$5,997,878.92 *****

VOID IF NOT CASHED IN 60 DAYS

TO THE BALDWIN CNTY BOARD OF EDUCATION
ORDER OF: 2600 HAND AVE N
BAY MINETTE AL 36507

Chad H. Hall
Kimberly W. Creech

Stub 1

For Check No. - 175109

INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT PAID
1312015	2/24/2015	CASUAL SALES TAX; JAN	152232.04
2242015	2/24/2015	SALES/USE TAX	2508430.27
2242015	2/24/2015	SALES/USE TAX	503397.64
BP SETTLEMENT	2/25/2015	BP CLAIMS SETTLEMENT	2833818.97
TOTAL			5997878.92