

COUNTY COMMISSION

BALDWIN COUNTY 312 COURTHOUSE SQUARE, SUITE 12 **BAY MINETTE, ALABAMA 36507** (251) 937-0264 FAX (251) 580-2500

www.baldwincountyal.gov



MEMBERS DIST. 1. FRANK BURT, JR 2. ROBERT E. (BOB) JAMES 3. J. TUCKER DORSEY 4. CHARLES F. GRUBER

October 2, 2012

Baldwin County Family Violence Project (The Lighthouse) Attn.: Ms. JoAnne Sheils, Director

P. O. Box 531 Robertsdale, AL 36567

RE: Distribution of Settlement Proceeds Resulting from

Baldwin County's Claim against BP Exploration &

Production, Inc., et al.

Dear Ms. Sheils:

Earlier this year, Baldwin County, Alabama, acting by and through the Baldwin County Commission, successfully concluded its claim for the recovery of lost tax revenues resulting from the oil spill of April 20, 2010. As a result of this settlement, Baldwin County is able to make a generous distribution to various boards, agencies and departments as if these funds had been received as tax revenues. We are happy to report that the allocation of these revenues now available to the Baldwin County Family Violence Project is in the amount of \$2,069.97.

Enclosed you will find a Release and Covenant not to Sue which will need to be executed by the authorized representative of the Board of Education as a condition to receiving its portion of the settlement proceeds. Once the Release has been executed and returned to the Baldwin County Commission, we will deliver your portion of the settlement proceeds as soon as possible.

Sincerely,

ROBERT E. JAMES

Chairman, Baldwin County Commission

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 Baldwin County Family Violence Project (The Lighthouse) 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 Thousand Sixty-Nine Dollars and Ninety-Seven Cents (\$2,069.97) 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 FAMILY VIOLENCE PROJECT (THE LIGHTHOUSE)

<u>le-/le-/7</u> Date

JOANNE SHEILS Its Director

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

By:

Its Chairman

STATE OF ALABAMA

COUNTY OF BALDWIN

Jusanne Colbert

Public, in and for said County in said State, hereby certify that JOANNE SHEILS, whose name as Director of BALDWIN COUNTY FAMILY VIOLENCE PROJECT (THE LIGHTHOUSE), 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, she, as such officer and with full authority, executed the same voluntarily for and as the act of BALDWIN COUNTY FAMILY VIOLENCE PROJECT (THE LIGHTHOUSE).

Given under my hand and seal this ______ day of October, 2012.

Notary Public, Baldwin County, Alabama

My Commission Expires: Italy

STATE OF ALABAMA

COUNTY OF BALDWIN

I, <u>key byeev</u> , a N County in said State, hereby certify ROBERT E. JAMES, whose name	otary Public, in and for said
County in said State, hereby certify ROBERT E. JAMES, whose name	e 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	re me on this day that, being
informed of the contents of the instrument, he, as such officer and with	th full authority, executed the
same voluntarily for and as the act of said governmental body.	2117

Given under my hand and seal this And day of October, 2012.

Notary Public, Baldwin County, Alabama
My Commission Expires: 112319

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 Cocales

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.

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

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