



# COUNTY COMMISSION

BALDWIN COUNTY

312 COURTHOUSE SQUARE, SUITE 12  
BAY MINETTE, ALABAMA 36507

(251) 937-0264

FAX (251) 580-2500

[www.baldwincounty.al.gov](http://www.baldwincounty.al.gov)

November 6, 2012

## MEMBERS

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

Ms. Anita Drummond  
Coordinator  
Southwest Alabama Abuse Network  
300 South Greeno Road  
Suite B  
Fairhope, Alabama 36532

**RE: Settlement Proceeds Resulting from Baldwin County's Claim Against BP Exploration & Production, Inc., et al. – Authorization for Chairman to Execute Covenant Not to Sue and Payment Related to Said Entity**

Dear Ms. Drummond:

The Baldwin County Commission, during its regularly scheduled meeting held on November 6, 2012, took the following actions:

- 1) Authorized me, as Chairman, to execute an instrument entitled "*Full and Final Release, Settlement, and Covenant Not to Sue*" applicable to the Southwest Alabama Abuse Network; and
- 2) Related to the aforesaid, authorized the Clerk/Treasurer to issue an interim check in the amount of \$4,546.72 to the Southwest Alabama Abuse Network which total amount serves as the Southwest Alabama Abuse Network's distribution of the settlement proceeds resulting from Baldwin County's Claim against BP Exploration & Production, Inc., et al.

Enclosed is a **fully executed copy** of the *Full and Final Release, Settlement, and Covenant Not to Sue*, for your files. Also enclosed is a check in the amount of \$4,546.72.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8502 or David Brewer, County Administrator, at (251) 580-2550.

Sincerely,

TUCKER DORSEY, Chairman  
Baldwin County Commission

TD/met EA18

cc: David Brewer  
Kim Creech  
Eva Cutsinger  
Dan Blackburn, County Attorney  
David Conner, County Attorney

ENCLOSURE(S)

## 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 Southwest Alabama Abuse Network 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 Four Thousand Five Hundred Forty-Six Dollars and Seventy-Two Cents (\$4,546.72) 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:

SOUTHWEST ALABAMA ABUSE NETWORK

10/24/12  
Date

By: Anita Drummond  
Its Coordinator

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

Nov, 2012  
Date

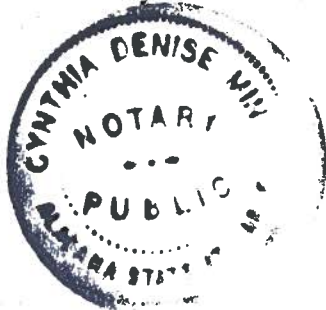
By: Robert E. James  
Its Chairman

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Cynthia D. Mingo, a Notary Public, in and for said County in said State, hereby certify that Anita Drummond, whose name as Coordinator of the SOUTHWEST ALABAMA ABUSE NETWORK, 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of the SOUTHWEST ALABAMA ABUSE NETWORK.

Given under my hand and seal this 24 day of October, 2012.



Cynthia D. Mingo  
Notary Public, Baldwin County, Alabama  
My Commission Expires: July 20, 2015

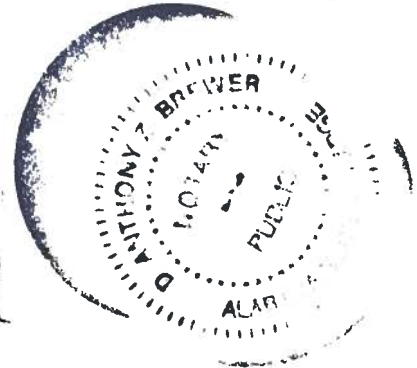
STATE OF ALABAMA

COUNTY OF BALDWIN

I, D. Anthony Z. Brewer, a Notary Public, in and for said County in said State, hereby certify ROBERT E. JAMES, 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 6th day of November, 2012.

D. Anthony Z. Brewer  
Notary Public, Baldwin County, Alabama  
My Commission Expires 2-3-2014



**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.  
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**

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



BB&T  
BRANCH BANKING AND  
TRUST COMPANY  
1-800-BANK BBT BBT.COM  
61-398/622

Check No. - 149691

Check Date - 11/6/2012

149691

PAY:

FOUR THOUSAND FIVE HUNDRED FORTY SIX AND 72/100\*\*\*\*\*

AMOUNT \$\*\*\*\*\*4,546.72

VOID IF NOT CASHED IN 60 DAYS

TO THE  
ORDER OF:

SOUTHWEST ALABAMA ABUSE NETWORK INC  
300 S GREENO RD STE B  
FAIRHOPE AL 36532

  
CHAIRMAN SIGNATURE

  
AUTHORIZED SIGNATURE

Details on Back.  
Security Features Included

Stub 1

For Check No. - 149691

INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT PAID
11062012	11/6/2012	BP SETTLEMENT PROCEEDS	4546.72
TOTAL			4546.72

149691