

Shawna Senko

From: PAYTON, EBONY M CTR USAF AFCEC AFCEC/CN <ebony.payton.ctr@us.af.mil>
Sent: Thursday, September 19, 2013 10:51 AM
To: Filings@psc.state.fl.us
Cc: THOMPSON, CHRISTOPHER C Maj USAF AFLOA AFCEC/ULT; GARCIA, TORIBIO A JR
TSgt USAF AFLOA AFCEC/ULFSC
Subject: Gulf Power - Federal Executive Agencies' Nondisclosure Agreement
Attachments: GP FEA Nondisclosure Agreement.pdf

Federal Executive Agencies' respectfully submits signed nondisclosure agreement.

Docket # 130140-EI

Respectfully,

Ebony Payton, Paralegal
AFCEC/CN Contractor
139 Barnes Drive, Suite 1
Tyndall AFB, FL 32403-5319
(850) 283-6236
DSN 523-6236
Ebony.Payton.ctr@us.af.mil

From: Filings@psc.state.fl.us [mailto:Filings@PSC.STATE.FL.US]
Sent: Monday, September 16, 2013 10:51 AM
To: PAYTON, EBONY M CTR USAF AFCEC AFCEC/CN
Cc: THOMPSON, CHRISTOPHER C Maj USAF AFLOA AFCEC/ULT; Shawna Senko;
Crystal
Card; Hong Wang
Subject: FW: Federal Executive Agencies' 1st Set of interrogatories

Ms. Payton:

We are in receipt of the attached interrogatories indicated below.

Please

be advised that discovery should not be filed with the Office of the Commission Clerk (CLK). It should be sent directly to the PSC attorney. CLK requires only a notice of service or a letter advising of service of the discovery, for the docket file.

Your filing will need to be revised and resubmitted to be eligible for electronic filing.

For further information on what documents are eligible for e-filing, please

see e-filing requirements on the PSC website:

<http://www.floridapsc.com/dockets/e-filings/>

<<http://www.floridapsc.com/dockets/e-filings/>>

Please call our office if you have any questions.

Office of Commission Clerk

Florida Public Service Commission

2540 Shumard Oak Blvd.

Tallahassee, Florida 32399-0850

850-413-6770

Please note: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: PAYTON, EBONY M CTR USAF AFCEC AFCEC/CN
[mailto:ebony.payton.ctr@us.af.mil]
Sent: Monday, September 16, 2013 9:12 AM
To: Filings@psc.state.fl.us
Cc: THOMPSON, CHRISTOPHER C Maj USAF AFLOA AFCEC/ULT
Subject: RE: Federal Executive Agencies' 1st Set of interrogatories

Please find Federal Executive Agencies' 1st Set of interrogatories attached.

From: Filings@psc.state.fl.us [mailto:Filings@PSC.STATE.FL.US]
Sent: Thursday, September 12, 2013 3:37 PM
To: PAYTON, EBONY M CTR USAF AFCEC AFCEC/CN
Cc: THOMPSON, CHRISTOPHER C Maj USAF AFLOA AFCEC/ULT
Subject: RE: Federal Executive Agencies' 1st Set of interrogatories

Ms. Payton:

We received the e-filing cover page below, however there was no attachment included. Please resubmit information, with attachment(s), to be considered filed. Thank you for your assistance.

Office of Commission Clerk

Florida Public Service Commission

2540 Shumard Oak Blvd.

Tallahassee, Florida 32399-0850

850-413-6770

Please note: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: PAYTON, EBONY M CTR USAF AFCEC AFCEC/CN
[mailto:ebony.payton.ctr@us.af.mil]
Sent: Thursday, September 12, 2013 12:00 PM
To: Filings@psc.state.fl.us
Cc: THOMPSON, CHRISTOPHER C Maj USAF AFLOA AFCEC/ULT
Subject: Federal Executive Agencies' 1st Set of interrogatories

Federal Executive Agencies' respectfully submits notification of the original and one correct copy of the Federal Executive Agencies' 1st Set of Interrogatories (NOs. 1-20) to Gulf Power Company has been served by electronic and U.S. mail to Jeffrey A. Stone, Beggs & Lane, and that a true copy thereof has been furnished to the following:

Office of Public Counsel

J.R. Kelly

Joseph McGlothlin

Moyle Law Firm

Jon C. Moyle

Karen A. Putnal

Melson Law

Richard. D. Melson

Southern Co.

Robert L. McGee, Jr.

Beggs & Lane

Jeffrey A. Stone

Russell A. Badders

Steven Griffin

Respectfully,

Ebony Payton, Paralegal

Federal Executive Agencies

AFCEC/CN Contractor

139 Barnes Drive, Suite 1

Tyndall AFB, FL 32403-5319

(850) 283-6236

DSN 523-6236

Ebony.Payton.ctr@us.af.mil

GULF POWER/FEDERAL EXECUTIVE AGENCIES
NONDISCLOSURE AGREEMENT

This agreement (Agreement) is entered into between the Federal Executive Agencies ("FEA") and Gulf Power Company ("Gulf") for the purpose of preserving the confidentiality of the documents specified herein, which, upon execution of this Agreement, Gulf will make available for FEA's review.

Throughout this Agreement the term "specified documents" is used. "Specified documents" means the documents identified on Appendix A, which is appended to and made a part of this Agreement. The parties may amend Appendix A to include additional specified documents. The term "specified documents" also means any information that has been taken, derived or extracted from the specified documents by FEA or its attorneys, consultants, employees or other representatives.

The specified documents are to be made available for FEA's review and potential use only in Docket 130140-EI. The intent of this Agreement is to preserve the confidential nature of the specified documents during the discovery phase of this docket without invoking the provisions and procedures of Florida Administrative Code Rule 25-22.006. By entering this Agreement FEA agrees to preserve the confidentiality of these specified documents unless the Florida Public Service Commission (the "Commission") enters an order finding that these specified documents are not confidential.

Gulf has previously agreed, upon execution of satisfactory nondisclosure agreements to provide FEA one copy of the specified documents. FEA will keep an exact record of the number of copies made of each of the specified documents.

In the event FEA determines that it will seek to use any of the specified documents in its testimony or otherwise seek to have any of them made part of the record of this proceeding, FEA

shall give Gulf written notice of its intent to use any of the specified documents, as follows: (1) if the specified documents are intended to be used in any prefiled testimony, then the notice shall be given at least ten (10) days before the deadline for filing the testimony; (2) if the specified documents are intended to be used at the hearing, then the notice shall be made by the time of the prehearing conference, or if not known at that time, no later than fourteen (14) days prior to the beginning of the hearing and FEA shall follow the procedure set forth in any applicable procedural orders in this docket addressing the use of confidential material at hearing; and (3) if the documents are intended to be used in any discovery proceeding, or in any other manner, then the notice of the intended use shall be given at least 7 days before the proposed use would occur.

After receiving the required notice from FEA, Gulf will file its Notice of Intent to Seek Confidential Status, Request for Confidential Classification, or Motion for Protective Order, and request entry of an order by the Commission preserving the confidential status of the document, pursuant to the provisions and procedures of Florida Administrative Code Rule 25-22-006. Any of FEA's testimony containing the specific documents or revealing the format of the data on the specified documents shall be segregated from the remainder of FEA's testimony, and that portion shall be served only on Gulf and filed with the Director of the Division of Commission Clerk and Administrative Services in accordance with the procedures set forth in Florida Administrative Code Rule 25-22.006 for the handling of documents for which confidential treatment is sought.

FEA agrees to use all reasonable means to preserve the confidentiality of the specified documents, including but not limited to, any measures customarily taken by FEA to prevent disclosure of FEA's confidential information. In addition, FEA will disclose the specified documents only to those attorneys, FEA senior management personnel who have decision-making authority for the conduct of the case on the FEA's behalf, consultants, and witnesses

who have a need to know the contents of the documents to further FEA's participation in Docket 130140-EI. All individuals and entities to whom FEA discloses the specified documents will be made aware of the confidential nature of the specified documents and will agree to abide by the terms of this Agreement. FEA shall not disclose any of the specified documents to any person unless the person has first signed the Acknowledgment and Agreement to be Bound contained at the end of this Agreement. FEA will inform each person to whom disclosure of the specified documents is to be made that by executing this Agreement he or she is agreeing to be bound by all of the terms and conditions hereof. FEA shall use its best efforts to ensure that all such persons maintain the confidentiality of the specified documents in accordance with this Agreement.

Within 15 days of the conclusion of the hearings scheduled for this docket, FEA will return to Gulf or destroy all copies of the specified documents which have not been made part of the official record of Docket 130140-EI and will at the same time provide a copy of the record of any copies made of the specified documents. If the documents are destroyed rather than returned, FEA will provide written acknowledgement of such destruction to Gulf. Any notes, compilations, or other uses of the specified documents which have not been made part of the official record of Docket 130140-EI, whether made or preserved in written, electronic, or other medium, will be returned to Gulf or destroyed within 15 days of the conclusion of the hearing in Docket 130140-EI. If the documents are destroyed rather than returned, FEA will provide written acknowledgement of such destruction to Gulf.

FEA will return to Gulf or destroy all copies (but not originals which shall remain a part of the official record) of any of the specified documents which are made part of the official record of Docket 130140-EI, and any notes, compilations, or other uses of the specified

documents which have been made part of the official record of Docket 130140-EI, within 15 days of the time the appeals process for the final order entered in connection with the proceeding is concluded. If the documents are destroyed rather than returned, FEA will provide written acknowledgement of such destruction to Gulf. If no appeal is taken of the final order entered in connection with this proceeding, FEA will return to Gulf or destroy all copies (but not originals which shall remain a part of the official record) of any of the specified documents which are made part of the official record of Docket 130140-EI, and any notes, compilations, or other uses of the specified documents which have been made part of the official record of Docket 130140-EI within 15 days of the expiration of the period in which notice of appeal must be filed. FEA will at the same time provide a copy of the record of any copies made of the specified documents. If the documents are destroyed rather than returned, FEA will provide written acknowledgement of such destruction to Gulf.

This Agreement shall remain in effect until all copies of the specified documents have been returned to Gulf or as to any specified document for which a determination of confidential status has been sought, until the Commission has made a final adjudication as to the confidential status of that specified document. Except for a specified document for which the Commission has entered a final order holding that the specified document or a part hereof is not granted confidential status, FEA's obligation not to disclose the information contained in any of the specified documents continues unless and until the information is otherwise publicly disclosed in a manner not in violation of this Agreement. The continuing obligation of the FEA (including the obligation of its attorneys, senior management personnel, consultants, and witnesses to whom specified documents or their contents are disclosed) not to disclose such specified documents or the contents thereof shall survive the expiration of the Agreement.

Nothing in this Agreement precludes either Gulf or FEA from objecting to or supporting the confidential status, relevance, or admissibility of any of the specified documents or any portion of the contents of such documents; provided further that, in the event of any dispute as to the confidential status of any documents, the receiving party shall treat any such documents or information as confidential, pursuant to this Agreement, until final resolution of the dispute by the Commission.

In the event of a breach of any part of this Agreement, FEA agrees that Gulf will not have an adequate remedy at law, and that Gulf shall, in addition to any other legal or equitable remedies, be entitled to an injunction against such breach. In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to any and all costs and attorneys' fees incurred in that action.

Dated this 19th day of September, 2013.

GULF POWER COMPANY

FEDERAL EXECUTIVE AGENCIES

By: _____
Name:
Title:

By: Karen Smith for
CHRISTOPHER THOMPSON, Maj, USAF
US AIR FORCE
UTILITY LAW FIELD SUPPORT CENTER
139 Barnes Dr
Tyndall AFB FL 32403
(850)283-6219

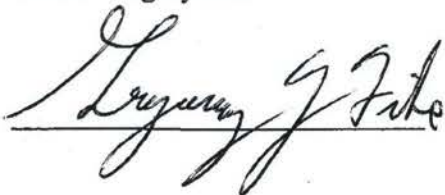
Attest:

By: _____

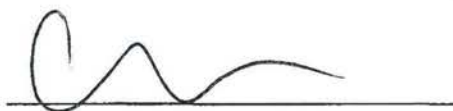
ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

The undersigned hereby certified that prior to the disclosure to him or her of information and/or documents belonging to, or in the possession of, or made available by Gulf Power Company or the Federal Executive Agencies, which includes "specified documents" as that term is defined in this Agreement, as well as confidential information contained in such specified documents, the undersigned has read and understands the requirements of the Non-Disclosure Agreement for the purposes of Docket No. 130140-EI, and agrees to be bound by its terms.

Lt Col Gregory Fike



Maj Christopher C. Thompson



Capt Thomas Jernigan



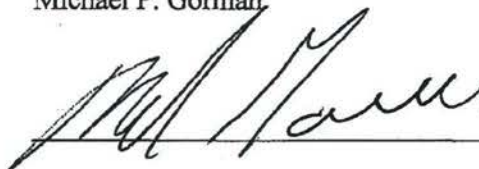
Ebony Payton



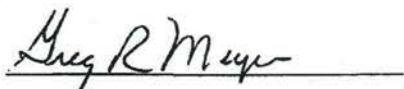
TSgt Toribio Garcia



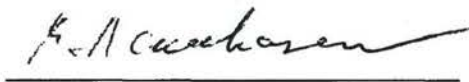
Michael P. Gorman



Greg R. Meyer



Magdalena Ackenhausen



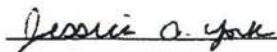
ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

The undersigned hereby certified that prior to the disclosure to him or her of information and/or documents belonging to, or in the possession of, or made available by Gulf Power Company or the Federal Executive Agencies, which includes "specified documents" as that term is defined in this Agreement, as well as confidential information contained in such specified documents, the undersigned has read and understands the requirements of the Non-Disclosure Agreement for the purposes of Docket No. 130140-EI, and agrees to be bound by its terms.

Christopher C. Walters



Jessica A. York



Stephen M. Rackers



APPENDIX A

To GULF/FEA NONDISCLOSURE AGREEMENT
GULF PROPRIETARY DOCUMENTS INDEX

_____, 2013

Page 1 of ____

Specified Documents