

**AGREEMENT FOR USE AS STORM RESTORATION STAGING SITE**

This agreement confirms that Gulf Power Company has requested and has been granted the use of Pace High School (4065 Norris Road, Pace, FL), both the parking lots and buildings, to be used as restoration staging areas (to park trucks for dispatch, meeting spot for crews, food trailers, sleep trailers, etc.) as hereafter described. Tents will not be used on this site and parking lot surfaces will not be disturbed.

The agreed upon areas/buildings will be used to: sleep, feed, and stage out-of-town crews and their trucks/equipment needed for storm restoration. The expected number of workers assigned to this site will be approximately 500.

Gulf Power Company requests the use of these areas during storm restoration. The contemplated use of these locations will be for staging of personnel and equipment to support Gulf Power Company's restoration effort. The duration of this agreement shall be from no earlier than June 1, 2017 to December 1, 2017.

In the event school resumes prior to Gulf Power's total restoration of power to the community, Gulf Power will vacate the campus prior to classes resuming.

Gulf Power Company agrees to hold The School District of Santa Rosa County, and its officers, agents, members and employees, harmless from any unintentional acts or omissions.

While Gulf Power Company is in use of this area, it shall assume all liability to third parties as a result of activities by Gulf Power Company's employees and likewise agrees to hold The School District of Santa Rosa County harmless as to such events.

Gulf Power Company is self-insured up to one million dollars with excess liability insurance in excess of one hundred million dollars. Gulf Power Company is self-insured and self-administered under Florida Statutes 440.38(1)(b) for workers' compensation.

This agreement shall take effect immediately after a major storm or event (upon request) and shall be in effect until such reasonable time as is necessary for Gulf Power Company to relocate to suitable Gulf Power facilities.

Gulf Power Company agrees to maintain The School District of Santa Rosa County's parking lots and buildings in a like and similar condition as when Gulf Power Company assumed possession. Gulf Power Company agrees to repair any damage done to these facilities as a result of Gulf Power Company's possession promptly and professionally, as circumstances permit. Tents will not be used on this site and parking surfaces will not be disturbed. Prior to vacating the facilities, the site contact for Gulf Power shall do a walk through with the site owner/representative to note any damaged areas. In return, The School District of Santa Rosa County agrees that it shall file a claim with Gulf Power Risk Management (at the address shown below) of any damages within ninety (90) days from the date that Gulf Power vacates the facilities, in order that these claims may be documented and verified in a timely manner. If no claim of damages is made according to

this process within this timeframe, The School District of Santa Rosa County acknowledges that Gulf Power may choose to decline any claim as being untimely filed pursuant to this agreement.

Gulf Power Company also agrees to read the meters prior to occupation of the facilities (buildings, parking lot lighting) and to read them again when we vacate the facilities. (Gulf Power will only read the meters on the buildings/lights of areas we use, not all meters on an entire property.)

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made, and that this agreement contains the entire agreement between the parties hereto, and that the terms of this agreement are contractual and not a mere recital.

**THE UNDERSIGNED HAS READ THE FOREGOING AGREEMENT AND FULLY UNDERSTANDS IT.**

**Gulf Power Company Contact for this Staging Site:**

\_\_\_\_\_ LS

Wendell Smith  
Gulf Power Company  
One Energy Place  
Pensacola, FL 32520

Date Signed: \_\_\_\_\_

Attest: (GULF)

By: \_\_\_\_\_

Tina Stojak  
Executive Assistant - VP

**Facility Owner Contact for this Staging Site:**

\_\_\_\_\_ LS

Joseph B. Harrell  
Asst. Superintendent for Administrative  
Services  
The School District of Santa Rosa County  
6544 Firehouse Rd.  
Milton, FL 32570

Date Signed: \_\_\_\_\_

**Gulf Power Risk Management Claim Contact Information:**

Julie L. Jones, Gulf Power Company – Bin 703, One Energy Place, Pensacola, FL 32520  
Phone: (850) 444-6686 Fax: (850) 444-6273

For Gulf Power Internal Use Only:

- ☐ Signed copy of agreement sent to Risk Management, Bin 703  
Name of Sender: \_\_\_\_\_ Date Sent: \_\_\_\_\_
- ☐ Agreement received by Risk Management and entered into log  
Risk Mgmt: \_\_\_\_\_ Date Entered: \_\_\_\_\_