

EMERGENCY OPERATIONS STAGING AREA SITE AGREEMENT

This agreement is made and entered into between the property owner, City of Deer Park, Texas (hereinafter referred to as Landlord) and CenterPoint Energy Houston Electric, LLC, a Texas limited liability company (hereinafter referred to as Tenant).

As a result of extreme damage to the greater Houston area electrical infrastructure due to a severe emergency event, such as a hurricane, Tenant will be performing emergency power restoration throughout the entire CenterPoint Energy service territory. Following the severe emergency, Tenant will be performing permanent repairs (in many instances replacing temporary repairs) to the entire greater Houston area electrical infrastructure as a result of damage caused by the emergency.

Tenant will be using the Jimmy Burke Activity Center, 500 W. 13th Street, Deer Park as agreed to in Exhibit A (Site Map) (hereinafter referred to as The Property) as a staging area site for materials, equipment, vehicles, service providers and personnel all in support of the permanent repair project to the electrical infrastructure. Now, therefore, it is mutually agreed between the parties as follows:

1. **Premises** – The Premises is hereby defined as that certain portion of The Property as agreed to by the Landlord and Tenant and identified as the “Approved Staging Area” on Exhibit A attached hereto. Tenant hereby accepts the Premises in its “as is” condition and Landlord makes no representations, statements, warranties, (express or implied) in respect to the Premises condition and has no further responsibility or liability for its latent defects or general conditions.
2. **Term** – The term of this agreement shall commence on the effective date of September 1, 2020 and shall, unless sooner terminated as provided herein, continue through December 31, 2023.
3. **Use of Premises** – Tenant will use the Premises as a staging area site for materials, equipment, vehicles, service providers and personnel all in support of the permanent repair project to the electrical infrastructure. Tenant will provide, at its own cost and responsibility, all facilities, portable and temporary in nature, required as determined by Tenant to perform the electrical infrastructure repair project. The facilities may include portable buildings complete with temporary power, tents, trailers, vehicle fueling facilities, portable sanitation facilities, portable water facilities, waste management facilities, exterior lighting and other temporary facilities as required by Tenant.
4. **Rent** – There is no rent or any other compensation due Landlord by Tenant under this agreement.
5. **Indemnity and Insurance** – Tenant agrees to indemnify and hold harmless Landlord, its agents, directors and employees from any and all claims, damages, liabilities, or expenses arising out of the Tenant’s use of the Premises or Property and any act of omission or negligence of Tenant, its agents, invitees or employees while on and using the Premises or Property. Tenant will maintain \$2 million of General Liability Insurance, \$2M of Automobile Liability Insurance, and \$3M of Excess Liability Insurance for the duration of this agreement. Tenant will provide a certificate of insurance evidencing the coverage. Tenant’s insurance shall be primary coverage, without any right of contribution from any insurance carried by Landlord. Tenant agrees to include Landlord as an additional insured on the insurance coverage evidenced herein.

6. **Care of the Premises** –Tenant will provide for the physical security of the Premises, the contents, the facilities, and Tenant’s personnel during the period of time that Tenant occupies the Premises as a staging site and Landlord shall have no responsibility for same.
7. **Termination of Agreement** – This agreement shall terminate on December 31, 2022 (the Expiration Date), provided, however, that Tenant may give Landlord a one-week notice of termination in writing at any time during the term.
8. **Return of Property to Landlord** – Tenant shall return the Property to the Landlord promptly at the termination of this agreement clear of any of Tenant’s portable or temporary facilities, contents or possessions in substantially the same condition in which it was received, ordinary wear and tear excepted. Tenant shall, at its own cost, restore the Property (to the same condition as the Property was immediately prior to this agreement) in Landlord’s reasonable judgment.
9. **Assignment of Agreement** – Tenant shall not, without Landlord’s prior written consent, sublet or assign the Premises or any part thereof.
10. **Cooperation for Food Services** – Whereas Tenant will be establishing food service facilities for their response personnel, Landlord and Tenant will work together, in the event of activation of this agreement, to provide food service to Landlord’s First Responders, including firefighters, police officers, and others as designated by Landlord. Landlord will reimburse Tenant for the actual cost of providing such services upon the Tenant’s departure from the site.
11. Availability of Property – Landlord has the right to give notice to Tenant of any timeframes in which the Premises will be unavailable to Tenant. This notice will be provided one week in advance, where feasible.

IN WITNESS WHEREOF, the respective parties hereto have caused this Agreement to be duly executed as of the date first herein written.

LANDLORD:

City of Deer Park, Texas

BY: _____

NAME: Jerry L. Mouton, Jr.

TITLE: Mayor

TENANT:

CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC

BY:  _____

NAME: David L. Hess

TITLE: Manager, Warehouse & Logistics

Attachment: Exhibit A