

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT**

BETWEEN

TEXAS GAS SERVICE, A DIVISION OF ONE GAS, INC.,

AND EL PASO COUNTY

FOR THE PURPOSE OF MEMORIALIZING AGREEMENT & RESPONSIBILITIES

IN THE CONSTRUCTION AND MAINTENANCE OF

THE AUGUST 3<sup>RD</sup> MEMORIAL ETERNAL FLAME

This is a Memorandum of Understanding and Agreement (“Agreement”) is made effective as of \_\_\_\_\_ (the (“Effective Date”), by and between Texas Gas Service Company, a Division of ONE Gas, Inc., an Oklahoma corporation (hereafter, “Texas Gas Service”) and the County of El Paso, Texas (“El Paso County”), each individually referred to as “Party” and collectively referred to as the “Parties.”

**WHEREAS**, El Paso County has requested Texas Gas Service’s assistance in constructing an eternal flame for a memorial planned for the remembrance of the twenty-three souls lost in a mass shooting event on August 3<sup>rd</sup>, 2019, (hereafter, referred to “Eternal Flame”); and,

**WHEREAS**, Texas Gas Service has agreed to construct and install the natural gas facilities required to deliver and ignite the natural gas to the Eternal Flame monument in accordance with the Design Plans attached hereto as Exhibit A; and,

**WHEREAS**, El Paso County desires and Texas Gas Service agrees that the ownership and maintenance responsibilities of the Eternal Flame monument and associated equipment beyond the Line Extension will reside with El Paso County; and,

**WHEREAS**, the Parties have agreed to put forth best efforts to complete the construction of the monument before August 3<sup>rd</sup>, 2024, to permit its dedication at the fifth anniversary of the mass shooting; and,

**WHEREAS**, upon completion of the construction project, El Paso County will retain ownership of the monument and be solely responsible for its upkeep, maintenance and security, with the exception of Emergencies, as defined below.

*Now*, the Parties state and agree as follows:

**1. Purpose:**

The purpose of this MOU is to define and memorialize the roles and responsibilities and agreements of the Parties in relation to this construction project.

## 2. Definitions:

The key terms used in this MOU are to be given their common meaning unless as otherwise restated below:

- 2.1. “**Distribution System**” shall mean the Texas Gas Service natural gas system, including the line extension that will supply natural gas to the Eternal Flame.
- 2.2. “**Effective Date**” shall mean the date first written above.
- 2.3. “**Emergency**” shall mean an event involving any of the following:
  - 2.3.1. An unexplained natural gas odor or detection of natural gas leak either inside, outside or near a building;
  - 2.3.2. Fire beyond the Eternal Flame that is located near to or directly involving a pipeline facility;
  - 2.3.3. Explosion occurring near or directly involving a pipeline facility;
  - 2.3.4. Any condition impacting the Distribution System that compromises the safety, health, and life of persons and property and/or significantly impacts the operational effectiveness of the Distribution System or monument; or,
  - 2.3.5. Natural disaster.
- 2.4. “**Line Extension**” shall mean the installation of the natural gas service line requested to provide service to the Eternal Flame.
- 2.5. “**Texas Gas Service Tariff**” shall mean the utility’s regulator approved Rules of Service and rate schedules for the Company’s West North Service area (including El Paso County), and available at: <https://www.texasgasservice.com/rateinformation/westnorth> and as may be updated from time to time.

## 3. TERMS AND PROVISIONS OF MOU

During all times between the Effective Date of this Memorandum and any written and agreed upon modifications of this Agreement, the following referenced obligations and duties regarding the construction, operation and maintenance of the Distribution System and the construction, operation and maintenance of the Eternal Flame shall be as follows:

- 3.1. The Parties agree, that unless otherwise stated herein, this MOU does not and will not supersede any existing laws and agreements related to Texas Gas Service’s operation of the Distribution System.
- 3.2. Texas Gas Service will retain ownership of the natural gas Line Extension. Additionally, Texas Gas Service will provide natural gas utility services to El Paso County for service to the Eternal Flame monument at the company’s appropriate tariff rate. A Texas Gas Service provision of any additional equipment and services provided by Texas Gas Service to accomplish the creation of the Eternal Flame in addition to the construction of the Line Extension shall be considered a gift to El Paso County. Texas

Gas will be responsible for addressing and responding to any Emergencies related to the natural gas Line Extension and Eternal Flame.

- 3.3. El Paso County as the customer and requester of natural gas utility service will retain all ownership rights and be solely responsible for the operation, maintenance, security and safety aspects of the Eternal Flame, not including the Facilities, and all customer owned equipment in accordance with this Agreement and Texas Gas Service's Rules of Service as contained in the Texas Gas Service's Tariff.
- 3.4. Texas Gas Service agrees to make all reasonable and best efforts to complete all work included in this Agreement on or before July 31, 2024.
- 3.5. El Paso County shall install one plaque, designed solely by the County, at the Healing Garden in recognition of this donation from Texas Gas Service.

#### **4. NATURAL GAS LINE EXTENSION**

- 4.1. **Facilities.** Texas Gas Service agrees to construct, at no cost to El Paso County, a Line Extension from its Distribution System to the monument housing the Eternal Flame.
- 4.2. **Ownership of Gas Lines and Equipment.** With the exception of the flame ignition equipment to be provided by Texas Gas Service as agreed herein, all facilities constructed and/or installed by Texas Gas Service pursuant to this agreement shall be the sole property of Texas Gas Service, and El Paso County shall have no lien or other property interest therein. Any other facilities or equipment constructed by (or on behalf of) El Paso County and connected to the Distribution System as Texas Gas Service's natural gas distribution system shall be inspected and accepted by Texas Gas Service prior to operation. In the event the County requires future relocation of the service line due to relocation of the Eternal Flame or other modifications in Ascarate Park, Texas Gas Service shall perform the service line relocation at County expense.
- 4.3. **Property Rights/Access.** The location of the Line Extension shall be \_\_\_\_\_, as indicated in Exhibit A, attached hereto. El Paso County agrees to grant or otherwise provide at no cost to Texas Gas Service suitable right of way or easement with adequate rights of ingress and egress, as may be required for the construction, installation, location, maintenance, operation and protection of the Line Extension. Texas Gas Service shall perform inspection and maintenance of the Line Extension. The right of way or easement shall be free from known environmental conditions. Texas Gas Service shall provide a copy of the attached Exhibit A to the Texas 811 service so that Texas 811 will have permanent records of the location of the Line Extension. In accordance with Texas 811 requirements El Paso County shall coordinate with Texas 811 (or its successor) and Texas Gas prior to any excavation by the County near the Line Extension. The County reserves the right to cap the gas line at any time in the future and at the County's sole discretion.
- 4.4. **Notice.** Execution of this Agreement by El Paso County shall serve as notice that El Paso County desires to have Texas Gas Service commence installation of the gas distribution facilities described in Exhibit A.

- 4.5. **Commencement of Construction.** Texas Gas Service will commence construction of the Line Extension once “Site Readiness” is achieved. The construction site for the Line Extension is ready when: all permitting associated with the construction of the Line Extension have been obtained by Texas Gas Service, when any required grading and staking are complete, when any water and wastewater systems have been installed, and area for gas installation per the plans is clear and accessible.
- 4.6. **Delays in Construction; Termination.** Texas Gas Service shall not be responsible for delays in construction or installation of any Facilities caused by Texas Gas Service’s inability to obtain access or rights of way, inclement weather, strikes, government actions or any other cause beyond Texas Gas Service’s reasonable control. If for any reason beyond Texas Gas Service’s control Texas Gas Service has not commenced construction of the gas service facilities within 60 days after TGS’ execution hereof, Texas Gas Service may at its sole option: (1) cancel this Agreement by giving El Paso County 15 days’ notice; or (2) install the Line Extension pursuant to the terms and conditions set forth herein.
- 4.7. **El Paso County’s Right to Termination.** El Paso County shall have the right to terminate this agreement at no cost within 10 days from the Effective Date of this agreement. Should El Paso County request termination beyond the 10 days of this agreement, El Paso County agrees to pay to Texas Gas Service all reasonable costs incurred by Texas Gas Service in its preparations of fulfillment of this agreement.
- 4.8. **Other Installations.** El Paso County shall not permit the installation of any underground electrical, telephone, cable television or other wiring or conduit systems within the area to be used for the Line Extension until the Line Extension has been installed and tested.
- 4.9. **Coordination of Trenching.** All required pre-blasting of utility trenches, including natural gas trenches, in the utility right of way or easement shall be coordinated by Texas Gas Service prior to the commencement of installation of any underground utility systems.

## **5. MISCELLANEOUS.**

The parties further agree as follows:

- 5.1. **Assignment.** El Paso County shall not assign this Agreement, or any part hereof, without the written consent of Texas Gas Service’s Manager of Regional Engineering. This Agreement shall be binding upon the respective successors, legal representatives and assigns of the Parties.
- 5.2. **Entire Agreement.** This Agreement, together with any Exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes all previous agreements, promises, and representations, whether written or oral, between the parties with respect to the subject matter of the Agreement. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties unless made in writing and duly signed by authorized representatives

of both parties. Texas Gas Service EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, AGREEMENTS OR WARRANTIES NOT EXPRESSLY SET FORTH HEREIN.

- 5.3. **Severability.** If any paragraph or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then, to the extent permitted by law, such provision shall be replaced by similar terms deemed legal, valid and enforceable. If any illegal, invalid or unenforceable paragraph or provision of this Agreement cannot be so cured, that paragraph or provision shall be severed from the remaining portion of this Agreement, which shall otherwise remain legal, valid and enforceable.
- 5.4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding any conflicts of law rule or principle that would otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.
- 5.5. **Affiliation.** Neither party nor its officers and employees acting pursuant to this Agreement or on behalf of the other party shall be considered employees or agents of the other party.
- 5.6. **Expiration Date:** This Agreement shall remain in effect until such time as updated, amended or withdrawn by the parties in a formal writing.
- 5.7. **Authority to Execute Agreement.** Each party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and the person executing this Agreement on behalf of each party has the express authority to do so and in so doing, to bind such party hereto. IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the date first written above, notwithstanding any later dates of execution appearing below.

## **6. Points of contacts:**

- 6.1. **Points of Contact:** The following points of contact (“POC”) shall be used by the Parties to communicate in the implementation of this Agreement. Each Party may change its point of contact upon reasonable notice to the other Party.

Texas Gas Service:

6.1.1. **Natural Gas Emergencies:** 911 then 800-959-5325.

6.1.2. **Project Manager:** Texas Gas Service Company  
Paul Vela, Director of Field Operations  
4600 Pollard  
El Paso, Texas 79930  
Email: [paul.vela@onegas.com](mailto:paul.vela@onegas.com)

El paso County:

6.1.3. **Project Manager:** El Paso County Public Works  
Norma Rivera Palacios  
800 E. Overland Street, Suite 200  
El Paso, Texas 79901

*IN WITNESS WHEREOF*, the parties have caused this Agreement to be effective as of the date first written above, notwithstanding any later dates of execution appearing below.

**TEXAS GAS SERVICE COMPANY, A  
DIVISION OF ONE GAS, INC.**

By: \_\_\_\_\_  
Alejandro Limón  
Vice President of Operations - TGS

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

**EL PASO COUNTY**

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

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

**EXHIBIT A**

**DESIGN PLAN**

The Parties agree that there may be revisions to this Design Plan prior to the August 3rd memorial event. Any revisions to the Design plan must be approved by the Project Managers listed above.



**LEGEND AND SYMBOLS**

**PIPE LEGEND**

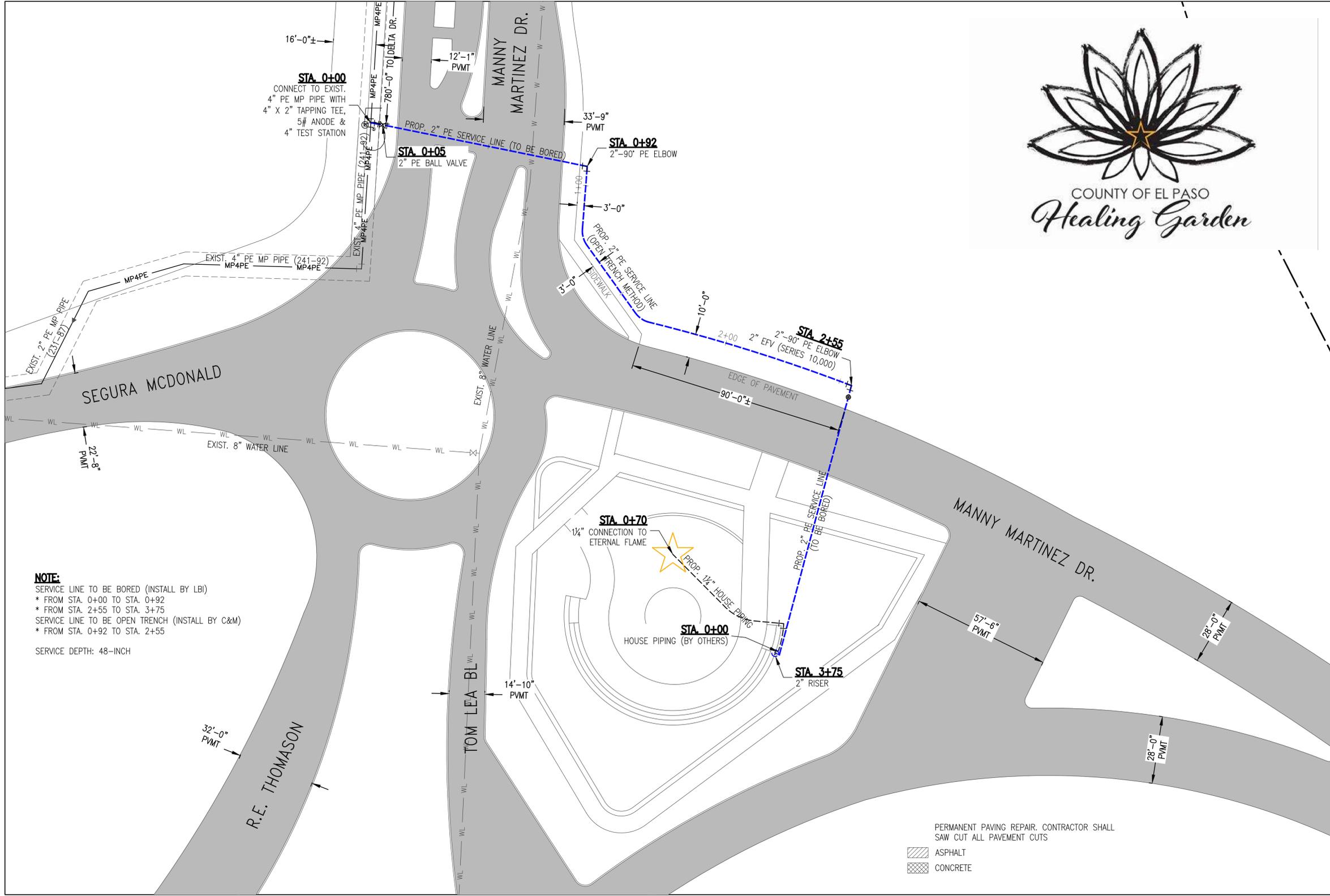
- NEW GAS MAIN
- NEW SERVICE LINE
- TO BE ABANDONED
- PROJECT LOCATION
- EXIST. HIGH PRESSURE LINE
- EXIST. INTERMEDIATE PRESSURE LINE
- EXIST. LOW PRESSURE LINE
- ABANDONED GAS LINE
- EXIST. WATER LINE
- EXIST. WASTE WATER
- EXIST. STORM SEWER
- EXIST. OVERHEAD ELECTRIC
- EXIST. UNDERGROUND ELECTRIC
- EXIST. OVERHEAD TELEPHONE

**SYMBOLS**

- CAP AND CUT & PLUG
- 3 WAY TEE
- WELD TEE, IN LINE TEE
- STOPPER FITTING OR EXTENSION FITTING
- WELD OR PLASTIC REDUCER
- GATE VALVE OR PLUG VALVE
- REGULATOR STATION
- INSULATED WELD JOINT, DRESSER SLEEVE OR DRESSER COUPLING
- TRANSITION SLEEVE, NON-INSULATED
- DRESSER SLEEVE, OR REDUCER COUPLING
- SHUT OFF VALVE
- DENOTES MEDIUM CAPACITY EXCESS FLOW VALVE
- DENOTES HIGH CAPACITY EXCESS FLOW VALVE
- 90° WELD OR PLASTIC ELBOW
- 45° WELD OR PLASTIC ELBOW
- APPROX. LOCATION OF TRANSITION IN PIPE MATERIALS (EXACT LOCATION UNKNOWN)
- 5# ANODE
- ANODE 17#
- TEST STATION

**NOTES**

1. ALL SURFACE REPAIRS MADE ON PRIVATE PROPERTY BY T.G.S. OR ITS AFFILIATES WILL BE ALL PERMANENT REPAIRS.
2. CONTRACTOR TO COORDINATE EXISTING AND/OR PROPOSED UTILITIES GRADE ELEVATIONS WITH GAS MAINS CROSSINGS.
3. ALL SPOIL SHALL BE REMOVED FROM JOB SITE UPON COMPLETION OF GAS LINE INSTALLATION. CONTRACTOR SHALL BE RESPONSIBLE FOR EXISTING PAVEMENT DAMAGES DUE TO NEGLIGENCE.
4. USE #14 COPPER TRACER WIRE WHEN METHOD OF INSTALLATION IS BY BORE AND #6 COPPER WIRE WHEN A CURRENT JUMP IS REQUIRED. WIRE TO BE PLACED IN BOTTOM OF TRENCH PARALLEL TO MAINS AND SERVICES. ALL WIRE JOINTS SHALL BE IN ACCORDANCE WITH T.G.S. STANDARDS.
5. YELLOW CAUTION TAPE TO BE INSTALLED 1 FOOT BELOW SUBGRADE & PARALLEL TO MAINS & SERVICES.
6. COMPACTION OF TRENCHES IN ALL ROADWAYS SHALL BE DONE IN ACCORDANCE WITH TEXAS GAS SERVICE (T.G.S.) STANDARDS.
7. CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATION AND IDENTIFICATION (DEPTH, SIZE, MATERIAL, ETC) OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING FACILITIES SHALL BE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL SUPPORT EXPOSED UTILITIES AS NECESSARY TO PREVENT DAMAGE.
8. 5# ANODE TO BE INSTALLED TO TRACER WIRE. TRACER WIRE WILL NOT BE TIED TO WRAPPED STEEL MAIN.
9. ALL STUBS MUST BE LOCATABLE BY INSTALLING A 2" POLYETHYLENE SLEEVE. T.G.S WILL REMOVE THE SLEEVE AT THE TIME OF YARD LINE INSTALLATION. ALL BORES WILL BE DIRECTIONAL UNLESS OTHERWISE SPECIFIED.
10. ALL DISTANCES AND DIMENSION ARE APPROXIMATE, CONTRACTOR SHALL CONTACT T.G.S. ENGINEERING DEPARTMENT FOR CLARIFICATION WHEN DISCREPANCIES ARE FOUND.
11. THE RAILROAD COMMISSION OF TEXAS IS REQUIRING GAS UTILITIES TO RECORD THE LOCATION OF ALL PLASTIC PIPE BY PRINT. AS RESULT OF THIS NEW CONSTRAINT, THE CONTRACTOR WILL BE REQUIRED TO DOCUMENT CERTAIN SPECIFICATIONS ASSOCIATED WITH THE PIPE INSTALLED.
12. AGE OF THE PE PIPE MUST BE LESS THAN 2 YEARS PRIOR TO INSTALLATION.
13. EASEMENT REQUIRED FOR ALL MAINS ON PRIVATE PROPERTY.
14. RISER LOCATION(S) TO BE COORDINATED WITH CUSTOMERS AND VERIFIED TO MEET T.G.S. STANDARDS PRIOR TO INSTALLATION.
15. CONTRACTOR SHALL CONDUCT A CONTINUITY TEST WITH T.G.S. INSPECTOR PRESENT AFTER PIPE INSTALLATION TO VERIFY BOTH MAINS AND SERVICES. CONTRACTOR SHALL CHECK SURROUNDINGS AND TAKE THE NECESSARY SAFETY PRECAUTION FOR UNDERGROUND UTILITIES AND OVERHEAD ELECTRIC, AS WELL AS ANY STRUCTURES, WALLS, ETC. THAT MAY BE IMPACTED. PLAN WORKERS SAFETY, INGRESS AND EGRESS AHEAD OF EXECUTION OF WORK.



**NOTE:**  
 SERVICE LINE TO BE BORED (INSTALL BY LBI)  
 \* FROM STA. 0+00 TO STA. 0+92  
 \* FROM STA. 2+55 TO STA. 3+75  
 SERVICE LINE TO BE OPEN TRENCH (INSTALL BY C&M)  
 \* FROM STA. 0+92 TO STA. 2+55  
 SERVICE DEPTH: 48-INCH

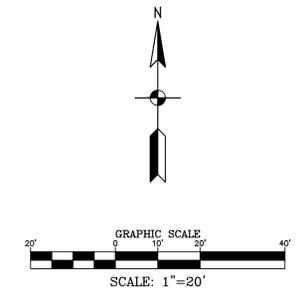
PERMANENT PAVING REPAIR, CONTRACTOR SHALL SAW CUT ALL PAVEMENT CUTS  
 ASPHALT  
 CONCRETE

SERVICES			
QUANTITY	SIZE	LENGTH	TYPE
1	2"	375'	PPE PIPE

MATERIALS		
QUANTITY	SIZE	TYPE
1	4" X 2"	TAPPING TEE
1	2"	90° PE ELBOW
1	2"	PE CAP
1	2" X 1"	TAPPING TEE
1	1"	EFV (SERIES 700)
1	1"	PRE-FAB RISER
1	2"	STATION - TEST CATHODIC
1	4"	STATION - TEST CATHODIC
2	5#	ANODE
415		TRACING WIRE (500')
1		CAUTION TAPE (1000')

HOUSE PIPING MATERIALS		
QUANTITY	SIZE	TYPE
2	1/4"	90° PE ELBOW

HOUSE PIPING MAIN		
SIZE	LENGTH	MATERIAL
1/4"	70'	PE PIPE



**FOR INFORMATION ONLY  
 NOT AN AS-BUILT**

Jun 17, 2024 - 4:08pm OKE14426  
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Texas Gas Service  
 A Division of ONE Gas  
 MAIN LINE EXTENSION  
 HEALING GARDEN OF EL PASO  
 MANNY MARTINEZ AND TOM LEA  
 SHEET 1 OF 1  
 DATE: 06/19/2024  
 CHECKED BY: J.D.  
 DRAWN BY: MURCZ  
 APPROXIMATE LOCATION OF EXISTING GAS LINES  
 NO BLASTING WITHIN 500 FEET OF GAS LINES.  
 CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES.  
 CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES AT LEAST 48 HOURS PRIOR TO EXCAVATING.  
 PRESSURE TEST TABLE  
 TEST DURATION: SERVICE MAINS 60 MINUTES  
 TEST PRESSURE: SERVICE MAINS 110 PSI  
 SYSTEM MAKE:



black posts/chain  
to surround the

concrete cap to match &  
help protect equipment

match  
sidewalk

match the entrance  
rock