



RESOLUTION NO. 20121127-04

**RESOLUTION AMENDING THE FOR SITE SECURITY AND ACCESS POLICY TO
TEXAMERICAS CENTER**

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, TexAmericas Center acquired portions of Lone Star Army Ammunition Plant on September 1, 2010; and

WHEREAS, TexAmericas Center acquired portions of Red River Army Depot on September 30, 2011; and

WHEREAS, a Site Security and Access Policy was adopted on January 25, 2011 by Resolution #20111125-06; and

WHEREAS, TexAmericas Center now requires an update to the existing policy based on contemporary circumstances, and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of TexAmericas Center that the attached, Site Security and Access Policy is hereby adopted.

PASSED AND APPROVED THIS 27th day of November, 2012.


Denis Washington, Chairman of the Board

ATTEST:


Wayne Cranfill, Secretary-Treasurer

Attached: Site Security and Access Policy



SITE SECURITY & ACCESS POLICY
TEXAMERICAS CENTER – EAST & WEST
PROPERTY

107 Chapel Lane
New Boston, TX 75570

Revised: November 27, 2012 by Resolution # 20121127-04

1.0 Definitions

- 1.1 "Army" shall mean the Department of the Army acting through its Secretary of the Army or duly authorized official, on behalf of the United States of America.
- 1.2 "TAC" shall mean TexAmericas Center, a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas, also known as TexAmericas Center.
- 1.3 "Reservation Period" shall mean the period from September 1, 2010 through June 30, 2012.
- 1.4 "TexAmericas Center – East (TAC-E)" shall mean portions of the former Lone Star Army Ammunition plant that includes the land, improvements and personal property located on approximately 8,874 acres more specifically described in the Deed Without Warranty between the United States of America and TexAmericas Center for portions of Lone Star Army Ammunition Plant dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records, Bowie County, Texas and presented at Exhibit 1.
- 1.5 "TexAmericas Center – West (TAC-W)" shall mean portions of Red River Army Depot that was realigned to include the land, improvements and personal property located on approximately 2,850 acres more specifically described in the Deed Without Warranty between the United States of America and TexAmericas Center for portions of Red River Army Depot dated September 30, 2011, recorded in Volume 6114, Page 1 of the Real Property Records, Bowie County, Texas and presented at Exhibit G
- 1.6 "RRAD-WEP Timber Parcel" shall mean an approximate 2859 acre parcel in the WEP, as described in Exhibit 1 and which will be conveyed to TAC pursuant to the provisions of the MOA.
- 1.7 "RRAD-WEP Public Sale Parcel" shall mean the approximate 980 acre parcel, as described in Exhibit 1 and which the Army may convey by public sale within nine and one-half years of the Date of Realignment and may convey to TAC any portion thereof not sold, thereafter, through a separate negotiated sale.
- 1.8 "MOA" shall mean the Economic Development Conveyance Memorandum of Agreement between the United States of America (Department of the Army) and TexAmericas Center dated September 1, 2010 and September 30, 2011.
- 1.9 "Deed" shall mean The Deed Without Warranty between the United States of America and the TexAmericas Center for portions of Lone Star Army Ammunition Plant dated September 1, 2010 and recorded in Volume 5898, Page 1 of the Real Property Records, Bowie County, Texas. Also The Deed Without Warranty between the United States of America and the TexAmericas Center for the realignment of Red

River Army Depot dated September 30, 2011 and recorded in Volume 6114, Page 1 of the Real Property Records, Bowie County, Texas.

1.10 “TCEQ” shall mean the Texas Commission on Environmental Quality.

2.0 Background & Purpose.

2.1 Background. On September 1, 2010, TAC acquired TexAmericas Center – East (TAC-E) property from the United States Army. The Deed and MOA articulate a phased approach to transferring security and access control of the property from the Army to TAC. Specifically, the Army has reserved for itself, contractors, agents and assigns, certain easements and access rights during the Reservation Period. The Army has also, through the MOA, agreed to pay for and operate perimeter security for the property owned by TAC to facilitate the effective and efficient movement of contaminated equipment around the site in a manner that will accelerate environmental restoration and demilitarization operations. The agreements clearly articulate that the quiet enjoyment of the property by TAC will not be unreasonably restricted and that access control procedures will be by mutual agreement.

On September 30, 2011, TAC acquired TexAmericas Center – West (TAC-W) property from the United States Army. The Deed and MOA articulate Easement and Access rights in the event munitions are discovered. Specifically, the Army has reserved for itself, contractors, agents and assigns, certain easements and access rights during which a munitions response action is required. The agreements clearly articulate that the quiet enjoyment of the property by TAC will not be unreasonably restricted and that access control procedures will be by mutual agreement.

On August 13, 2012 General Public access was granted as the Bowie County Commissioner’s Court approved a resolution accepting an easement for Bowie Parkway, between U.S. Highway 82 and Farm-to-Market Road 991. The County will provide law enforcement, traffic control and routine patrols of the parkway.

2.2 Environmental Issues. TAC-E and TAC-W property was once home to the Lone Star Army Ammunition Plant and the realigned Red River Army Depot which was in the business of producing, storing, testing and demilitarizing explosive devices. As a result, many areas of the property are being evaluated for possible contamination of explosives and other hazards. The property was transferred to TAC under an “early environmental transfer” regulated property before all environmental remedies are approved and in place. This regulatory regime required a CERCLA covenant deferral letter signed by the Governor of the State of Texas and indicated that the State would protect human health and the environment during the characterization and

remedy phases of the restoration process. Access restrictions to property owned by TAC are necessary to fulfill these responsibilities.

- 2.3 Purpose. The purpose of this policy is to protect the property from loss and protect human health and safety by limiting access to the property until final security and land use controls are in place and approved by governing agencies. The goal of this policy is to establish a consistent protocol for security and access of TAC property and also to communicate to the Army, tenants and other stakeholders the position of TAC on these matters so that mutually acceptable controls are in place and documented.

3.0 Authorization to Enter TexAmericas Center – East and TexAmericas Center – West

- 3.1 Anyone specifically authorized by the Executive Director/CEO of TAC may enter upon TAC property subject to additional provisions of this policy. Such authority to permit entry may be delegated by the Executive Director/CEO to employees of TAC as he/she may designate.
- 3.2 Property owners upon the TexAmericas Center–East and TexAmericas Center – West
- 3.3 Lessees, their agents and contractors and others that may be allowed by the specific terms of the lease.
- 3.4 Those entities, their agents and contractors, exercising their recorded easement rights upon property owned by TAC.
- 3.5 Law enforcement, fire department personnel, and emergency responders responding to an emergency or acting in their official capacity or at the request of an authorized person.
- 3.6 State and federal regulators with appropriate jurisdiction.
- 3.7 Those with valid hunting permits issued by TAC, subject to the restrictions of the permit.
- 3.8 Cemetery Visitors.
- 3.9 Red River Army Depot employees, contractors and visitors egressing RRAD through Post 6 and entering TACE on Cypress St.
 - 3.9.1 Authorized personnel and vehicles can exit RRAD and enter TAC-E and go straight on Cypress St.
 - 3.9.2 Entrance onto TAC-E from this point requires authorized personnel and vehicles to remain on Cypress St. and cannot stop until they get to Bowie Parkway.
 - 3.9.3 Authorized personnel and vehicles must observe and follow all speed limit and other signs on Cypress St.
 - 3.9.4 Violators of this policy will be prosecuted to the extent of the law.

3.9.5 Use of egress at this point is authorized by the Board of Directors and under the approval of the Executive Director/CEO.

4.0 Badges and Passes.

- 4.1 Badges. All authorized personnel seeking access to TAC property must obtain a permanent or temporary badge issued by either the Army through its contractor or TAC. Photo badges are required or a government issued picture ID must be presented with temporary badges upon request. Authorized badge application forms and badges are presented at Exhibit 2.
- 4.2 Vehicle Passes. All authorized personnel seeking access upon TAC property via a personal or company vehicle must obtain a vehicle pass. A valid driver's license, proof of insurance and a current vehicle registration must be presented when issuing the vehicle pass. The vehicle pass applications and authorized passes are presented at Exhibit 3.
- 4.3 Exercising Property Rights. Personnel entering upon TAC property for purposes of exercising their recorded easement rights must either receive their badges and vehicle passes from TAC or receive a concurrence from TAC prior to entry. Such concurrence will not be unreasonably withheld.
- 4.4 Contractors. Contractors performing work on TAC property will receive badges and vehicle passes from their sponsoring entity. A list of the individuals and companies entering TAC property for authorized purposes shall be provided to TAC at least 24 hours prior to commencement of work. Such contractors will be required to present evidence of compliance with Section 15 of the MOA (See reference in Section 1.4 of this policy) regarding INDEMNITY AND INSURANCE REQUIREMENTS before being granted permission to enter (See Section 8 of this policy).

5.0 Locked Gates.

- 5.1 Gate Access. Access to areas that are locked are only permitted to persons that have prior authorization, required badges and vehicle passes.
- 5.2 Double locks. All fence gates, when padlocked will be locked with a lock for which the Army (or its designated security contractor) has a key and a lock for which TAC has a key.
- 5.3 Distribution of Key to Fence Gate Locks. The Executive Director/CEO shall determine who may possess a key to gate locks.
- 5.4 Entry through locked fence gates. Access through locked fence gates is permissible when the authorized key holder possesses a valid badge and vehicle pass. Gate

must be immediately locked upon entry while under the supervision of the authorized person. If there are additional individuals traveling through the gate with the authorized key holder, those individuals must possess a valid badge and vehicle pass.

5.5 Exit through locked fence gates. Upon exit through a locked fence gate, the procedure is to immediately lock the gate upon exit.

5.6 Law Enforcement, Fire Protection, and Emergency Responders. TAC property is subject to local fire and law enforcement jurisdiction and access shall not be denied at any time to such personnel attempting to enter for emergency response purposes. Such personnel may cut any lock on a gate to enter, if necessary, to respond to an emergency. They shall not be required to close and lock the fence after entry, but shall contact TAC at the first practical time to notify them of the entry.

6.0 Former Production Areas and Other TAC- Owned Secured Areas Upon the TexAmericas Center.

6.1 Double Locked after Reservation Period. Former production, storage and other operational areas that have perimeter security features will be double locked and entry control will be governed in the same manner as described in Sections 5.1 – 5.5 of this policy. The Army will coordinate the removal of locks and the returning of keys to TAC at end of use of demilitarization process.

6.2 Physical security of TAC buildings and personal property. There are significant personal property items stored in buildings upon the TexAmericas Center that require physical security, safety and loss prevention activities.

6.2.1 Buildings containing TAC personal property shall be locked at all times and windows and other points of entry shall be secured.

6.2.2 After the Reservation Period and during subsequent environmental restoration activity, the Army and its contractors shall provide notice of entry pursuant to Paragraph 28.01.B.iii of the MOA. Notice of access will be given through 24 hour prior written notice by Army to TAC so that coordination of entry can be assured. Notice shall contain the names of those entering the property, company name, time of entry, duration of access and purpose for entering.

6.2.3 Provisions for site security of TAC assets during the occupancy of the property by Army or its contractors will be determined based on individual circumstances. All occupants will abide by the interim security provisions.

- 6.2.4 The Army, D&Z or other authorized party will notify TAC prior to removal of any non-contaminated personal property from a structure owned by TAC, so that TAC may avail itself of the opportunity to validate inventory data to assure no TAC property is being removed from the buildings.

7.0 Army, D&Z, Other Property Owner and Tenant Security and Loss Prevention

- 7.1 TAC will only be responsible for the provision of security for individual properties within TexAmericas Center as may be provided for by prior written agreement between the parties. Nothing in this policy shall constitute a responsibility for security or loss prevention of privately owned real or personal property or for property owned by the Federal Government.
- 7.2 Security of non-TAC owned property will otherwise be the responsibility of the property owner or tenant.

8.0 Insurance & Indemnification

- 8.1 All Contractors/Subcontractors performing work upon property owned by TexAmericas Center regardless of whether the contract for the work is with TAC or with the Army, or with any other entity authorized to be on the premises, shall be required to comply with the following minimum requirements:
 - 8.1.1 Insurance. Prior to the start of work, in accordance with Federal Acquisition Regulation 52.228-5, the Contractor or Subcontractor shall procure and maintain in force Workers' Compensation Insurance, Employer's Liability Insurance, Automobile Insurance and General Liability Insurance.
 - 8.1.2 General Liability Insurance shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage.
 - 8.1.3 The General Liability Insurance shall name TexAmericas Center as an additional insured for liability arising out of the Contractor's/Subcontractor's work.
 - 8.1.4 The Contractor's/Subcontractor's Employer's Liability, Business Auto Liability and General Liability Policies will procure and maintain during the entire period of performance under the contract the following minimums:

8.1.4.1 Worker's Compensation and Employer's Liability must comply with federal and state worker's compensation and occupational disease statutes.

8.1.4.2 Employer's Liability

8.1.4.2.1 Bodily Injury by Accident: \$100,000

8.1.4.2.2 Bodily Injury by Disease: \$100,000

8.1.4.3 Auto Liability

8.1.4.3.1 Bodily Injury per person: \$200,000

8.1.4.3.2 Bodily Injury per occurrence: \$500,000

8.1.4.3.3 Property Damage per occurrence: \$100,000

8.1.4.4 General Liability per occurrence: \$500,000

8.1.5 The Employer's Liability, Auto Liability, and General Liability Coverages may be arranged under a single policy for the full limits required or by the combination of the underlying policies with the balance provided by excess and/or umbrella liability policies.

8.1.6 The Contractor/Subcontractor shall maintain in effect all insurance coverage required at the Contractor's/Subcontractor's sole expense with insurance companies authorized to do business in the State of Texas. If the Contractor/Subcontractor fails to obtain or maintain any insurance coverage then TAC may deny the Contractor access to the property.

8.1.7 The policies of insurance required shall contain a provision that the coverage's afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to TAC.

8.1.8 The Contractors/Subcontractors shall maintain completed operations liability insurance for one year after acceptance of the work, substantial completion of the project, or the time required by the contract documents, whichever is longer. The Contractor/Subcontractor shall furnish TAC evidence of such insurance at the time of completion of the work.

8.2 Indemnity

8.2.1 To the fullest extent permitted by law, any contractor operating on TAC property shall defend, indemnify and hold TAC harmless from all claims for bodily injury and property damage that may arise from the performance of the work to the extent of negligence attributed to such acts or omissions by the Contractor, Subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

8.2.2 The Contractor/Subcontractor shall be responsible for and indemnify the Army and TAC for:

8.2.2.1 Any response cost claims for any environmental remediation services with the Contractor has assumed responsibility

8.2.2.2 All costs associated with correction of a failure of any remedy implemented or operated and maintained by the Contractor to the extent such failure was caused by the willful or negligent acts or omissions of the Contractor in the course of performing any services upon TAC property.

8.2.2.3 All personal injury or property damage claims to the extent caused by the acts or omissions of the Contractor in the course of performing work upon TAC property.

8.2.2.4 All natural resource damage pursuant to 42 USC Section 9607(a)(4)(C), to the extent that such damages were caused or contributed to by the action of the Contractor or its successors in interest

8.2.2.5 All costs associated with or arising from any negligent acts or omissions or willful misconduct of the Contractor in the course of performing work or services or implementing remedial environmental actions.

8.3 Additional requirements. Nothing in this Section will preclude additional insurance or indemnification requirements upon TAC contractors, tenants or other TAC counterparties acting upon TAC property.

9.0 Safety

9.1 Munitions and Explosives. The TexAmericas Center – East and TexAmericas Center – West is undergoing environmental clearance for munitions and explosives of concern. Use of the premises is limited to only those uses strictly authorized by TAC or Army. All warning signs shall be observed. If an authorized person encounters an unknown substance, it should be deemed to be explosive and must be reported to the person/entity that authorized access to the property. No unknown items should be handled or tampered with. Explosive contaminated buildings shall not be entered without an Army escort or an escort designated by the Army.

9.2 Lead Based Paint, Asbestos Containing Materials, Code Compliance and Other Hazards. It should be assumed that all structures upon TexAmericas Center pose an extreme safety and health risk. Visitors should always be escorted and wear appropriate protective items upon entry.

9.3 Contractors/Subcontractors/Tenants/Users shall comply with all federal, state and local safety laws and regulations as a condition of access to TAC-E and TAC-W properties.

10.0 Release of Hazardous Materials into the Environment

10.1 Those entering TexAmericas Center – East and TexAmericas Center – West shall report any release of a hazardous substance into the environment to TAC at (903) 223-9841.

11.0 Call 911 in case of emergency, injury or property damage.

12.0 Hunting Programs

12.1 Those possessing valid hunting permits shall comply with the provisions of this policy and the provisions of the TexAmericas Hunting Policy. Those found in violation of the Hunting Policy are also in violation of this policy for the purposes of enforcement.

12.2 Nothing in this policy confers a right to hunt or to obtain a hunting permit upon TexAmericas Center.

13.0 Firearms, Knives, Concealed Handguns and Other Weapons.

13.1 State law shall govern the possession, transportation and use of firearms, knives, concealed handguns and other weapons upon TexAmericas Center property.

13.2 Buildings or areas with lawfully posted additional restrictions on the possession or use of such weapons shall be observed.

13.3 TAC tenant activities may establish their own restrictions, having posted lawful notice of such restrictions upon the leased property. However, no restriction upon entry to Lessee property shall apply to employees of TAC.

14.0 Jurisdiction and Enforcement.

14.1 Legislative jurisdiction for all purposes is exclusive in the State of Texas by virtue of the transfer of title of the TexAmericas Center from the United States of America to TAC.

14.2 Law Enforcement shall be by the Sherriff of Bowie County, Texas and other law enforcement agencies of the State of Texas and its political subdivisions. TAC will prosecute for trespass or any other violations to the extent of the law.

14.3 Entry by Permit Only signs have been placed on property roadway entrances that are not public entrances. Entrance through those points or through locked gates or fences are not allowed without prior authorization from TAC.

15.0 Administrative Fees and Penalties

15.1 Lost Badge. First offense: \$50.00 fee for replacement badge. Second offense within one year: \$100.00 fee for replacement badge. Third offense within one year: Revocation of access, appealable only to TAC Board of Directors.

15.2 Failure to provide contractor insurance certificates or expiration of insurance certificates. Revocation of access badges and denial of entry.