

**BAY AREA REGIONAL BOMB SQUAD  
MEMORANDUM OF UNDERSTANDING**

This AGREEMENT is made and entered into pursuant to Chapter 791 of the Texas Government Code, and Chapter 362 of the Texas Local Government Code, by and between the CITY OF BAYTOWN, the originating agency, and the CITIES OF PASADENA, LA PORTE, and LEAGUE CITY.

WHEREAS, the parties, by execution of a memorandum of understanding in 2007, and expanded in 2020, combined resources and created a single bomb squad, recognized by the Federal Bureau of Investigation and Hazardous Devices School as the Bay Area Regional Bomb Squad, previously known as the Baytown Police Bomb Squad, under FBI accreditation certificate #5230.

WHEREAS, the number of accredited bomb squads in the United States has been limited by the Federal Bureau of Investigation, and the number of technicians allowed for each squad is determined through a FBI/HDS needs assessment survey.

WHEREAS, each city possesses within its jurisdictional boundaries and surrounding region, critical infrastructure, key resources, and other high value terrorist targets, which if attacked could have lethal and long lasting economic effects on the citizens and surrounding community.

WHEREAS, a properly trained and equipped bomb squad is necessary to protect health, life, and property within the cities and their jurisdictions in cases of concealed explosives, or the threat of force or violence in which explosive devices may be utilized; and,

WHEREAS, an accredited bomb squad must have at least two certified bomb squad technicians and an inventory of specified equipment as outlined in the National Guidelines for Bomb Technicians, which are satisfied through the continued operation of this combined unit.

NOW, THEREFORE; in consideration of the mutual covenants, agreements, and benefits to the cities, it is agreed as follows:

## I. Definitions

The identified terms shall have the following meanings when used in this agreement:

- (a) “accredited bomb squad” a bomb response organization, consisting of at least one bomb team that meets Type I and Type II standards as defined by the Federal Bureau of Investigation National Guidelines for Bomb Technicians.
- (b) “BATS” Bomb Arson Tracking System. On line, web based system for centrally tracking and reporting all bomb squad activities including training, recovery, and response. The BATS System is maintained by a cooperation between the FBI and ATF.
- (c) “bomb response team” two certified bomb technicians certified as such by the FBI at the Hazardous Devices School and their specified equipment
- (d) “bomb squad commander” a certified bomb technician who is the point of contact and represents the squad. The definition of a bomb squad commander is for the purpose of Election to NBSCAB, mailings of restricted documents, eligibility to attend the Bomb Squad Commander’s conference.
- (e) “law enforcement officer” or “peace officer” means any peace officer as defined by article 2.12 of the Texas Code of Criminal Procedure;
- (f) “member” means a county or municipality which is a part to this agreement;
- (g) “municipality” means any city or town, including a home rule city or a city operating under the general law or special charter;
- (h) “police personnel” means any sworn law enforcement officer;

## II. Background

The Baytown Police Department and the Pasadena Police Department have been active participants in the bomb community for approximately 45 years. In 2007, to reduce operating costs, improve response time, and expand capabilities, the originating agency city of Baytown, and the cities of Pasadena, and La Porte combined resources and created the Bay Area Regional Bomb Squad (BARBS). Since the formation of the BARBS, numerous grants have been obtained and the unit’s capabilities currently exceed the requirements mandated by the FBI/HDS Guideline for Bomb Technicians. The BARBS responds to numerous calls for assistance annually and the specialized equipment has shown great value in assisting SWAT teams and Negotiators in deploying equipment to areas where it would not otherwise be safe. In 2020, the city of League City joined BARBS expanding the MOU between the cities and further increasing the response capability and area of responsibility and operation.

**III.**  
**Structure of the Bay Area Regional Bomb Squad**

The members agree to continue involvement in the mutual aid bomb squad, known as the BAY AREA REGIONAL BOMB SQUAD. The bomb squad will be comprised of 9 certified bomb technicians. It is recommended when at all possible at least two bomb technicians come from each member agency. The ninth position will be reserved for the Bomb Squad Commander which can be from any of the member agencies. Requests for additional technician positions will be governed by the guidelines set forth in the FBI/HDS National Guidelines for Bomb Technicians, FBI Needs Survey, and approval of the Bomb Squad Commander.

The senior certified bomb technician, as determined by graduation date from the Hazardous Devices School, should be designated as the Bomb Squad Commander, or any such certified member of the squad unanimously chosen by the member agencies chief executive officer. Any change to the Bomb Squad Commander there to, must be agreed upon by the chief executive officers of each member agency with input from the certified technicians assigned to the team.

Should any member agency be unable to fill a position after 2 tryout attempts, the Bomb Squad Commander has sole discretion to try and fill that position from any of the other member agencies he so chooses, so long as the member agency chosen agrees to provide personnel and fill the position. No minimum or maximum attempts will be set to fill the position after the failure of the original 2 attempts afforded.

**IV.**  
**Purpose**

The purpose of this document is to formalize and certify in written form, that the Pasadena Police Department, Baytown Police Department, La Porte Police Department, and League City Police Department have agreed to work together on a mutual aid basis to handle incidents involving explosives, improvised explosive devices, and effectively enforce the laws dealing with explosives.

**V.**  
**Procedures**

It is agreed that all members of the squad shall abide by the procedures as set forth in the Bay Area Regional Bomb Squad Standard Operating Procedure.

## VI. Administration

It is agreed that the agency with the bomb squad commander's position will have any administrative responsibility as it relates to the bomb squad. These responsibilities can include, but are not limited to: maintaining squad training records, establishing a training schedule, maintaining BATS reports, developing training, documenting discipline problems, needs survey, etc.

## VII. Operational Guidelines

It is agreed that the personnel of the member agencies will follow the established guidelines as set forth in the BARBS SOP as well as the FBI/HDS National Guidelines for Bomb Technicians and the Hazardous Devices School at Redstone Arsenal.

## VIII. Response

It is agreed that the extent of the mutual aid response shall be determined by the bomb technician having primary jurisdiction at the incident. If there is not a certified bomb technician in the primary jurisdiction then the level of response shall be determined by the bomb technician receiving the call for assistance, and the proper response notification will be given to the Bomb Squad Commander, or his designee.

## IX. Selection

It is agreed that the following guidelines will be followed in the selection of bomb technician candidates:

- (A) The individual must meet the FBI Hazardous Devices Operations Center application requirements (Height, Weight, ability to pass military physical, background check)
- (B) Three (3) years of law enforcement experience at the time of application to the squad
- (C) Five (5) years retainability after attending the Hazardous Devices School.
- (D) Pass a prescribed tryout consisting of a practical application test, written test, and oral interview with current certified bomb technicians from the local squad and surrounding region.

X.  
Training

It is agreed that a regular training program will be utilized to maintain operational efficiency and skill in the use of various specialized equipment, render safe procedures, and other necessary topics. The competent bomb disposal technician shall have a thorough knowledge derived from both training and actual field experience. The Bomb Squad Commander will establish a training schedule of a minimum of three training days, or 24 hours, per month to satisfy the minimum requirements set forth in the National Guidelines for Bomb Technicians. Bomb Squad members must also obtain one forty hour explosive related course annually and attend a bomb technician recertification course every three years, or as directed by the FBI/Hazardous Devices School.

A regular training schedule shall be established in advance of each training session, and records will be maintained as to attendance, hours, topics covered, etc.

Training records outlining member attendance, topic discussed, and hours attended, will be signed by members in attendance and a copy of the training record will be provided to each member for record keeping. The Bomb Squad Commander will maintain a master file.

XI.  
Request for Removal of Squad Member

A request to remove a member of the bomb squad may be made if it is shown that said member is a safety hazard, has failed to maintain training standards set forth in this document, or proven himself to be unreliable in response situations. Requests for removal of a member shall be reduced to writing and forwarded to the Bomb Squad Commander. The Bomb Squad Commander will then forward the request with recommendations through his departmental channels to the Chief of Police, or his designee for review. Upon review of the documentation, the Chief of Police of each member agency, or their designees, will discuss the allegations, and as a group approve a course of action that is in the best interest of the bomb squad.

## XII. Equipment

To keep the cost of the equipment from restricting procurement, and in order to be competitive in the grant community, the Bay Area Regional Bomb Squad has been instructed by administrative agents of various regional grant programs to submit one application through a member agency to address the needs of the entire squad. This can create issues in accountability, maintenance, general repairs, and liability. To address these issues, the member agencies agree to the following:

It is agreed that the Bomb Squad Commander will determine the squad's needs, and prepare a grant application to obtain funding with priority given to the required equipment. The application can be submitted by any member agency so long as it has been agreed upon and approved through that agency's Administrative channels.

Any equipment purchased with grant funding can be issued to bomb squad members covered by this agreement, who have demonstrated competency in operating said equipment. Prior to receiving any equipment, the Chief of Police, or his designee must acknowledge receipt of the equipment by signature on an inventory control form. The inventory control form will document the equipment description, cost, serial number, agency applied number, bomb technician to be assigned, and date of assignment. Each piece of equipment will be marked in accordance to grant requirements, and will have a unique identifying number assigned by the issuing agency.

At the discretion of the issuing agency, and as allowed by grant guidance, ownership of grant funded equipment can be transferred to any member agency who would benefit from the allowed use of the equipment. The issuing agency will maintain a record of approved transfer forms for each piece of equipment.

The receiving agency also assumes responsibility for all costs associated with the general operation, maintenance, and repair of the equipment while it is assigned to the receiving agency. Any equipment assigned to a squad member by another agency may be returned to the issuing agency after a 30 day written notice of intent has been given.

All equipment issued pursuant to this agreement is subject to inspection upon reasonable notice of the issuing agency, and all equipment must be made available in the event of a compliance audit by a grant auditor or municipal authority.

All forms as they relate to equipment assignment will be retained with the original copy of this agreement in the office of the Chief of Police of the issuing and the receiving agency.

## XII. CONTINUED...

Any equipment not covered by grant funding must be supplemented by other means, including but not limited to general budget. This equipment may include, but is not limited to, disruption rounds, bulk explosives, miscellaneous tools, etc. Should it become necessary, said equipment may be assigned, and or transferred in the same manner as outlined above upon approval of the Chief of Police, or his designee, or issuing agency.

For any equipment assigned from one member agency to any squad member of another member agency, that is valued over \$10,000 at the time of purchase, shall require a separate issuance form that when completed will be attached to this MOU as an addendum. This collection of addendums will serve for tracking and accountability purposes, but does not constitute transfer of full ownership of said equipment. This issuance of an addendum may also be applied to any equipment the Bomb Squad Commander or Chief of Police, or his designee, of any member agency deems necessary regardless of value. Any addendums attached to equipment that has been returned to its original purchaser/owner will be marked as such and maintained in a master file by the Bomb Squad Commander.

## XIII. Intent

It is the intent of the parties, that all bomb squad responses will be made with not less than the minimum personnel and equipment requirements as set forth in the FBI/HDS National Guidelines for Bomb Technicians.

## XIV. Reporting to Requesting Agency

Police personnel of the responding member shall report to the requesting agency's officer in control at the location to which they have been assigned, and shall be under the command of the requesting member's Chief of Police, or his designee.

## XV. Release of Responding Personnel

Police personnel of the responding member will be released by the requesting member when their services are no longer required, as determined by the Chief of Police, or his designee, of the requesting member.

**XVI.**  
**Responding Member Discretion**

The Chief of Police of the responding member, or his designee, may at any time in his sole discretion withdraw his personnel or equipment or discontinue participation in any activity initiated pursuant to this agreement.

**XVII.**  
**Status of Responding Personnel**

While any law enforcement officer regularly employed as such by a responding member is in the service of the requesting member, he shall be a peace officer of the requesting member, and under the command of the requesting member's Chief of Police, with all powers of a regular law enforcement officer of the requesting member, as fully as though he were within the territorial limits of the governmental entity where he is regularly employed, and his qualifications, respectively, for office where regularly employed shall constitute his qualifications for office within the territorial limits of the requesting member, and no other oath, bond, or compensation need be made.

**XVIII.**  
**Personnel Compensation**

Any law enforcement officer or other person who is assigned, designated, or ordered by the Chief of Police of the member agency which regularly employs him to perform police or peace officer duties pursuant to this agreement, shall receive the same wage, salary, pension, and all other compensation and all other rights for such service, including injury, or death benefits, and workers' compensation benefits, the same as though the service had been rendered within the limits of the member agency where he is regularly employed. Moreover, all wage and disability payments including medical expenses, expenses of travel, food, and lodging shall be paid by the member agency, which regularly employs such persons in the same manner as though the service had been rendered within the limits of the member where he is regularly employed.



**XIX.**  
**Civil Suit/ Benefits**

In the event that any person performing law enforcement, police protection, or detention services pursuant to this agreement shall be cited as a party to any civil lawsuit, state or federal, arising out of the performance of those services, he shall be entitled to the same benefits that he would be entitled to receive if such civil action had arisen out of the performance of his duties as a member of the department where he is regularly employed and in the jurisdiction of the member by which he is regularly employed.

**XX.**  
**Release and Indemnification**

To the extent permitted by the laws and Constitution of the State of Texas, but without waiver or expansion of any limits established by the Civil Practice and Remedies Code, each party to this agreement will indemnify and hold harmless the other and their officers, employees, and agents from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying party or its officers, employees, or agents in connection with the performance of services under this agreement.

**XXI.**  
**Remedies**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this agreement may be waived without first obtaining consent of the parties in writing. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this agreement.

**XXII.**  
**Third Party Claims**

Third party claims against members shall be governed by the Civil Practice and Remedies Code, or other appropriate state statutes, municipal ordinances, or laws of the State of Texas or any political subdivision thereof. In addition, as between the parties to this agreement, the member that would have been responsible for furnishing the services in the absence of this agreement shall be solely responsible for any civil liability that arises from furnishing those services, except with respect to provisions for indemnity herein.

**XXIII.**  
**Defenses Not Waived**

It is expressly understood and agreed that, in the execution of this agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

**XXIV.**  
**Venue**

Each party to this agreement agrees that if legal action is brought under this agreement, exclusive venue shall lie in Harris County.

**XXV.**  
**Governing Law**

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder; shall be governed by the laws of the State of Texas.

**XXVI.**  
**Provisions Severable**

In case any one or more of the provisions in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**XXVII.**  
**Termination**

Any party to this agreement may terminate involvement in this agreement by giving thirty days prior written notice mailed by certified mail to the chief law enforcement officer of the other parties to this agreement.

XXVIII.  
Effective Date

This agreement shall become effective between the parties hereto on the day following execution of the agreement by the last party to execute this agreement, and shall continue in effect until it has been terminated according to the terms hereof.

XXIX.  
Amendment

This agreement may be amended or modified by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

XXX.  
Entire Agreement

This instrument contains all commitments and agreements of the parties. Oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this agreement.

XXXI.  
Execution

This agreement shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of such party, copies of which are attached hereto.

XXXII.  
Duration

The duration of this agreement shall be perpetual in nature, reviewed bi-annually for any changes or signatures, proposed or required, due to organization or operation of the squad, or change in chief executive head of the member agencies.

This updated Memorandum of Understanding has been executed in triplicate originals, each having the force and effect of an original, on behalf of the parties hereto on or before the \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_ Date \_\_\_\_\_  
C. K. Dougherty  
Chief Baytown Police Department  
3200 N. Main St.  
Baytown, Texas

\_\_\_\_\_ Date \_\_\_\_\_  
S. Deardorff  
Chief La Porte Police Department  
3001 N. 23<sup>rd</sup> St.  
La Porte, Texas

\_\_\_\_\_ Date \_\_\_\_\_  
J. Bruegger  
Chief Pasadena Police Department  
PO Box 3209  
Pasadena, Texas

\_\_\_\_\_ Date \_\_\_\_\_  
G. Ratliff  
Chief League City Police Department  
555 W. Walker St.  
League City, Texas 77573