

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**TEXAS CITY POLICE DEPARTMENT**  
**AND**  
**LEAGUE CITY POLICE DEPARTMENT**  
  
**MULTI-JURISDICTIONAL AND REGIONAL**  
**RESPONSE TO IMPROVISED EXPLOSIVE DEVICES**

This Memorandum of Understanding (MOU) is executed between the Chiefs of Police representing the Texas City Police Department and the League City Police Department.

This MOU is a commitment by the departments to the **Texas City Regional Bomb Squad** (#6130) and its regional commitment to support the region in the interest of protecting public safety and promoting Homeland Security interests.

Each agency jointly and separately agrees to abide by the terms and provisions of this MOU. Individual departments may join this MOU or terminate their participation by providing written notice to the other participating departments. This MOU will remain in effect until canceled in writing by one of the two participating departments.

WHEREAS, there is the risk, within their cities and their jurisdictions for damage, destruction, injury, and loss of life from terrorism through the planting of explosive devices; and

WHEREAS, each city would benefit from the cooperative efforts of maintaining trained personnel to respond to such situation to reduce the damage, destruction, injury and loss of life that could arise from the placing or explosion of a bomb or other explosive device; and

WHEREAS, each city recognizes the same threat exists for industry and the surrounding region, which would have an effect on their cities; and

WHEREAS, the cities have determined that it would be in the best interest of the cities and their citizens and inhabitants to enter into an Memorandum of Understanding in order to provide better police protection by the operation of a joint and cooperative bomb squad;

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

1.

The Bomb Squad will consist of one Team. The Team will consist of three Hazardous Devices School (HDS) certified Bomb Technicians (two from Texas City Police Department and one from League City Police Department), hereafter referred to as Bomb Technicians, and whatever support personnel they deem necessary, such as Post Blast Investigators or persons selected to attend and awaiting the FBI Hazardous Devices School. All members of the Team will be considered as members of the Bomb Squad and will train and respond as a Squad.

2.

While any member of the bomb squad employed by either city is in the other jurisdiction pursuant to this MOU, such peace officer shall remain a peace officer of the jurisdiction by which he or she is employed and his or her qualification for officer where regularly employed shall constitute his or her qualification for office in the other city.

3.

Any peace officer of the Squad who performs peace officer duties as a Squad member outside the territorial limits of the city where he or she is employed shall be entitled to the same wage, salary, pension, and all other compensation and all other rights for such service, including injury or death benefits, the same as though the service had been rendered within the limits of the city where he or she is employed. All compensation and expenses of said peace officer shall be a cost of, and paid by, the city which employs said peace officer. In addition each party hereto agrees that it shall have no liability for the wages, disability payments, pension payments, damage to equipment and clothing, medical expense, and expenses of travel, food, lodging or other compensation or expenses of a peace officer employed by the other city, regardless of whether such peace officer performed peace officer work outside the jurisdiction of his or her employer.

4.

To the extent allowed by law, each city agrees that it shall have no liability whatsoever for the torts or other acts of a peace officer employed by the other city hereto regardless of where such tort or act occurred. In addition each city agrees that it will not seek to recover compensation or reimbursement of expenses from any other party hereto for services performed by its peace officer(s) as a Bomb Squad member pursuant to this MOU.

5.

The Texas City Regional Bomb Squad will have a Bomb Squad Commander who will be responsible for the Administrative duties and reports required of the Squad to meet all requirements of the National Guidelines for Bomb Technicians and all other related requirements as established by HDS or the National Bomb Squad Commander's Advisory Board (NBSCAB). In the event the Bomb Squad Commander is not available the HDS certified bomb technician of the jurisdiction in which the event occurs will assume command. If the response is out of the city's jurisdiction and the Bomb Squad Commander is not available the senior HDS certified bomb technician present will assume command. The Bomb Squad Commander will be appointed by consensus of the Police Chiefs from the qualified Certified HDS Bomb Technicians within the Squad.

6.

Each department's Bomb Technician will maintain their own response equipment and submit an inventory of all related equipment to the Bomb Squad Commander to establish the Squad's equipment and capability list. As each department, due to property control requirements of their respective agency, must maintain their equipment and each department will designate one of its bomb technicians as the Radiation Safety Officer (RSO) to comply with the Texas Department of Health Radiation Control Guidelines and maintain the inventory of that department's equipment. It is agreed that each department's equipment will be made available to any member of the Squad who responds to a call for assistance.

7.

It is agreed that all Bomb Technicians of the Squad will comply with all safety procedures and practices as established by HDS with primary concern for the protection of life, then property, and finally evidence. Two Bomb Technicians will respond to calls of suspicious devices or packages. Support personnel may also respond but will not be allowed to approach a suspicious package or device until it is rendered safe or

declared safe by the Bomb Technician. The members of the Squad at all time will comply and respond in accordance with the guidelines established by the National Guidelines for Bomb Technicians specifically Section 8 *Operational Response Guidelines* and Section 9 *Safety Principles for a Bomb Response Plan*. Additionally the Bomb Squad Commander will update and develop as necessary the Standard Operating Procedures for the Squad.

8.

It will be the responsibility of the Bomb Squad Commander or his or her designee to schedule and conduct Squad training in addition to training provided through its working relationships with the Houston Bomb Squad, Harris County Bomb Squad, Bay Area Regional Bomb Squad (BARBS), FBI, ATF, and other Bomb Squads.

9.

Any of the participating Police Departments may terminate participation in this Agreement without cause upon thirty (30) day notice.

10.

This Memorandum of Understanding has been executed in duplicate originals, each having the force and effect of an original, on behalf of the parties hereto on or before the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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