

**RESOLUTION NO. R-2019-2476**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING  
BETWEEN PARTICIPATING ENTITIES IN THE WASHINGTON COUNTY BOMB  
SQUAD**

WHEREAS, several law enforcement and fire agencies in Washington County have maintained a bomb squad to facilitate the safe and efficient response to incidents concerning explosive ordnance;

WHEREAS, the participating agencies desire to continue their operations and enter into a memorandum of understanding to create a Bomb Squad;

WHEREAS, the Bomb Squad will consist of law enforcement and administrative personnel from various law enforcement and fire agencies within Washington County, including the Washington County Sheriff's Office; and

WHEREAS, it is in the best interest of the citizens of the County that the MOU is approved and signed.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF WASHINGTON COUNTY, UTAH, that the attached Memorandum of Understanding to Create the Washington County Bomb Squad is approved for execution.

VOTED UPON AND PASSED BY THE WASHINGTON COUNTY COMMISSION AT A REGULAR MEETING OF THE WASHINGTON COUNTY COMMISSION HELD ON THE 4<sup>TH</sup> DAY OF JUNE, 2019.

(Signature block on following page.)

WASHINGTON COUNTY



DEAN COX, Chair  
Washington County Commission

ATTEST:



Kim M. Hafen  
Washington County Clerk-Auditor

Commissioner Cox voted Aye  
Commissioner Iverson voted Aye  
Commissioner Almquist voted Aye

Approved as to Form:



Deputy Washington County Attorney

**MEMORANDUM OF UNDERSTANDING TO CREATE THE WASHINGTON COUNTY BOMB SQUAD**

This Memorandum of Understanding (“MOU”) is entered into between the County of Washington (“Washington Co”) through its Sheriff’s Office (“WCSO”), the City of Washington (“Washington City”) through its Police Department (“WCPD”), the City of Hurricane (“Hurricane City”) through its police department (“HCPD”) and the Hurricane Valley Fire Special Service District (“HVF”), (individually, “Agency” and collectively, “Agencies”), for the purpose of entering into a cooperative agreement to facilitate the safe and efficient response to incidents concerning explosive ordnance, by creating the Washington County Bomb Squad, identifier number 6050, (“Bomb Squad”).

**RECITALS:**

WHEREAS, the cost to equip a Bomb Squad can exceed \$400,000 for the basic equipment required for accreditation by the FBI;

WHEREAS, the cost to initially send a person to Hazardous Devices School (“HDS”) for training and certification as a bomb technician is approximately \$7,000;

WHEREAS, the National Bomb Squad Commanders Advisory Board (“NBSCAB”) standards for training calls for a minimum of 40-hours per year of explosive related training, seminar, exercise, symposium, or conference, which costs approximately \$9,500, and also a minimum of 16-hours per month of practical exercise/training at the unit level, which can add significant costs for overtime and back-filling of positions; and

WHEREAS, because considerable financial savings are possible through combining assets, it is recognized that the establishment of a consolidated Bomb Squad would be beneficial to WCSO, HVF, HCPD, and WCPD.

NOW THEREFORE, based upon the mutual desires of the Agencies, the Agencies agree as follows:

**AGREEMENT:**

**I. PURPOSE**

The Bomb Squad will work in partnership to handle incidents involving explosives. The Bomb Squad will remain a mutual aid asset to the Southwest Region, the State of Utah, and the nation.

**II. DUTIES**

It is understood and agreed that the duties of the bomb technicians shall include, where applicable, and on an as-needed basis:

A. The examination and rendering safe of suspected and actual improvised explosive devices and commercial explosives.

- B. The identification and safe disposition of minor military ordnance.
- C. The transportation, storage, and destruction of explosives, blasting caps, blasting agents, ammunition, and other explosive material.
- D. The examination and collection of evidence at the scenes of explosive incidents.
- E. The investigation of illegal explosives and post-blast scenes.
- F. The provision of technical advice and expert testimony during the investigation and prosecution of cases involving explosives or explosive devices.
- G. Assistance in operations involving security and protection of dignitaries and V.I.P.'s as needed.
- H. The provision of explosives-related training classes for Agency personnel, as needed.
- I. Assistance to public agencies and private industry in the training of their personnel in bomb threat procedures.
- J. The preparation of required reports to various local, state, and federal agencies.
- K. The maintenance of the necessary training and equipment to provide the above-listed services.

### **III. AGENCY WITHDRAWAL**

A. Duty to Participate. Each Agency shall have the duty to participate in this MOU only so long as: (1) the Agency has the ability to continue participation, and (2) the Agency maintains that a consolidated unit is in its best interest.

1. The inability to participate may arise as a result of budget constraints, the lack of qualified bomb technicians, a lack of required equipment, or other similar reasons.
2. Any Agency may also withdraw from this MOU if it determines, in its sole discretion that participation in a consolidated unit is not in its best interest.

B. Notice of Withdrawal. If any Agency is unable to continue to participate in this MOU, or determines that continued participation in this MOU is no longer in its best interest, that Agency shall notify the other Agencies in writing.

1. If an Agency withdraws due to an inability to continue participation, then notice shall be given at least one month prior to the effective date, except in cases of emergencies, notice shall be given orally and followed in writing.
2. If an Agency withdraws because it has determined that participation a consolidated unit is no longer in its best interest, then it shall notify the other Agencies in writing at least six months prior to the effective termination. This notice may be given by the Agency's department head or designee.

C. Effect of Withdrawal. If an Agency notifies the other Agencies that it intends to withdraw, this MOU shall terminate as between the withdrawing Agency and the remaining Agencies upon the date of effective termination. The withdrawal of one Agency shall not affect any obligations under this MOU as between the remaining Agencies. In the event WCPD, HCPD, or HVF withdraw from the Bomb Squad the accreditation of the Bomb Squad will remain with the WCSO. In the event of a withdrawal from this MOU, the Agencies agree that all equipment purchased with grant funds, for exclusive use by the Bomb Squad, shall remain with the Bomb Squad regardless of who is considered the parent agency.

#### IV. OPERATIONS

##### A. Policy and Procedures.

1. It is understood and agreed that all members of the Bomb Squad shall abide by the applicable policies and procedures of their respective Agencies.

2. The Bomb Squad Commander shall be whoever possesses the most years of service as a certified bomb technician, unless the Agencies unanimously agree on the appointment of a different individual. At a minimum, the Bomb Squad Commander must be a certified bomb technician with at least 5 years of experience.

3. The lead agency as recognized by the F.B.I. for the Bomb Squad is the Washington County Sheriff's Office.

B. Response. It is understood and agreed that a Bomb Squad callout may originate from any Agency, and a minimum of two certified bomb technicians shall respond to any given call. Additional assistance may be requested by calling the highest-ranking bomb technician of the Agency having jurisdiction of the subject incident.

##### C. Operational Guidelines.

1. It is understood and agreed that all personnel of the Bomb Squad shall follow the established guidelines as prescribed by the F.B.I. Hazardous Devices School.

2. It is understood and agreed that Mutual Aid responses and requests shall follow normal mutual aid guidelines prescribed by the State of Utah Master Mutual Aid Agreement.

3. All Public Safety Bomb Squad (PSBS) responses will be made with not less than the minimum personnel and equipment requirements as set forth in the *National Guidelines for Bomb Technicians*. The personnel and equipment to meet these requirements for any particular response may come from anywhere within the Bomb Squad.

4. It is understood and agreed that, in responding to any mutual aid request, the Bomb Squad shall follow Utah Office of Emergency Service Guidelines.

D. Reports. It is understood and agreed that the Agency having primary jurisdiction at the explosive incident shall complete any necessary reports dealing with the incident. Nevertheless, any other Agency assisting at the explosives incident may submit any necessary departmental

reports as outlined in its operational policies.

## **V. PERSONNEL**

A. Selection & Training. Personnel to be trained as bomb technicians will be selected by their individual agencies, subject to the approval of the Bomb Squad Commander, and must meet the criteria established by the National Bomb Squad Council Advisory Board (NBSCAB). All Agencies are expected to provide at least one bomb technician. Bomb technicians from each Agency shall participate in monthly bomb training sessions as required by the FBI guidelines. The purpose of these trainings is to maintain levels of skill and knowledge, review recent incidents of local and national significance, develop team efficiency, and promote knowledge in the operation of each Agency's specialized equipment.

B. Costs. Each Agency will incur and maintain the salary, workers' compensation coverage, benefits, and upkeep of its own personnel and other necessary individual equipment. Costs associated with attendance at HDS that are not covered by the FBI will be the responsibility of the Agency sending the bomb technician trainee. Costs to purchase individual equipment, uniforms, and annual costs related to training(s) are the responsibility of the individual bomb technician's Agency.

## **VI. EQUIPMENT**

A. Equipment. Unless specified otherwise, as used in this MOU, "equipment" shall mean items purchased by the Bomb Squad with funds awarded to the Bomb Squad or through the Utah Bomb Squad Task Force. Such equipment will be jointly owned by all Agencies under this MOU, but will remain under the control of the Washington County Bomb Squad regardless of controlling agency.

B. Maintenance. Equipment shall be maintained to meet or exceed the requirements for the Public Safety Bomb Squad accreditation.

C. Storage. All equipment shall be located in one location as mutually agreed upon by the Agencies. The Bomb Squad commander may issue Bomb Squad equipment to technicians, at his/her discretion.

D. Training. It shall be the responsibility of each Agency to ensure all Bomb Squad personnel attend the mandatory training on the proper use and maintenance of Bomb Squad equipment, as it is the responsibility of each member of the Bomb Squad to ensure equipment is maintained and he/she is proficient in its use.

E. Repair. Any equipment that is damaged while under the use and control of a certified bomb technician shall be repaired or replaced, as appropriate, with the expense being shared equally by each Agency or if applicable through the Utah Bomb Squad Task Force. The expense for the repair of individual Agency-owned equipment, used by the Bomb Squad, will also be shared equally by each Agency, or if applicable, through the Utah Bomb Squad Task Force; however, ownership of such equipment will be retained by the individual Agency.

F. Replacement. Each Agency will contribute an equal share toward the replacement of

equipment (based upon depreciation schedule) that has reached the end of its service life. When an item is replaced, the new item becomes the property of the Bomb Squad. Each Agency agrees that it will be jointly responsible for enforcing any warranties or liability claims related to such jointly owned equipment.

## **VII. INDEMNIFICATION**

For the purposes of indemnification, each Agency shall be solely responsible for the acts, errors or omissions of its assigned officers, agents, and employees. No Agency shall be responsible for the acts, errors or omissions of another Agency's officers, agents, or employees, nor incur any liabilities arising out of the services and activities of another Agency's officer, agents or employees.

Each Agency shall indemnify and hold harmless the other Agencies from and against all claims and actions, and all expenses, incidental to such claims or actions, based upon or arising out of damages or injuries to persons or property to the extent that such claims or actions are caused by the negligence, gross negligence or willful misconduct by the indemnifying Agency or anyone acting under its direction or control or in its behalf in the course of its performance under this Agreement.

Where any claim results from the joint negligence, gross negligence, willful misconduct or breach of any provision of this Agreement, by the Agencies, the amount of such claim that any Agency is liable as indemnitor under this section shall equal the proportionate part that the amount of such claim attributable to such indemnitor's negligence, gross negligence, or willful misconduct bears to the amount of the total claim attributable to the joint negligence, gross negligence, or willful misconduct at issue.

The above indemnity provisions shall survive the cancellation or termination of the Agreement.

## **VII. INSURANCE**

It is understood and agreed that each Agency does and shall maintain insurance policies or self-insurance programs to fund their respective liabilities, including liability arising out of the ownership, maintenance, operation, and use of equipment or procedures used in explosive ordnance destruction. Each Agency agrees that their respective insurance policies or self-insurance policies shall be modified as necessary to include any liability arising out of this MOU by their respective departments.

The Agencies agree that such respective programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation as to the other Agencies and each of its officers, officials, agents, employees and volunteers. Evidence of insurance, certificates of insurance, or other similar documentation shall not be required of any Agency to this MOU.

Each Agency is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

## **IX. DISPUTES**

If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute

cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding, mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute, within 30 days any party may pursue litigation to resolve the dispute. If a dispute is litigated, it shall be litigated in the Fifth District Court in Washington County, Utah.

This Agreement shall be governed by the laws of the State of Utah.

## **X. CONFIDENTIAL INFORMATION**

To the extent provided by law, the Agencies shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any confidential information, including, but not limited to, any document shared with any Agency that is marked 'confidential', any map, report, notes, papers, opinions, or correspondence which relates to the system vulnerabilities of an Agency, or any other similarly sensitive information.

## **XI. MODIFICATION**

This Agreement may be modified at any time upon the mutual written consent of all the Agencies. No provision of this Agreement may be modified, altered, or rescinded without the mutual written consent of all the Agencies. Modifications may include, but are not limited to, the addition of new emergency service providers as Agencies to this Agreement.

## **XII. DURATION OF AGREEMENT**

A. Term. This Agreement shall be for a term of five (5) years from the date of execution by the Agencies, unless the Agreement is renewed or terminated as set forth herein.

B. Renewal. This Agreement may be extended for an additional five (5) year term by written agreement of the Agencies.

## **XIII. ASSIGNMENT**

No Agency shall assign or transfer its rights or obligations under this Agreement, except as expressly provided in this Agreement.

## **XIV. AUTHORITY TO EXECUTE AGREEMENT**

Each Agency to this Agreement represents and warrants that its governing body has approved this Agreement and authorized its execution by the representative of the Agency signing this Agreement.

## **XV. EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the Agencies with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements,

either written or oral.

**XVI. SEVERABILITY**

The Agencies agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Agencies shall be construed and enforced as if the Agreement did not contain the particular term of provision held to be invalid.

IN WITNESS WHEREOF, the Agencies have executed this Agreement to be effective on the date executed by all Agencies.

HURRICANE VALLEY FIRE SSD

Attest:

\_\_\_\_\_  
Hurricane Valley Fire Board Chair

\_\_\_\_\_  
District Secretary

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

WASHINGTON COUNTY

Attest:

Dean Cox  
Washington Co. Commission Chair

Kim M. Hefer  
County Clerk

Dated this 4 day of June, 2019

WASHINGTON CITY

Attest:

\_\_\_\_\_  
Washington City Council

\_\_\_\_\_  
City Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

HURRICANCE CITY

Attest:

\_\_\_\_\_  
Hurricane City Council

\_\_\_\_\_  
City Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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HURRICANE VALLEY FIRE SSD

Attest:

\_\_\_\_\_  
Hurricane Valley Fire Board Chair

\_\_\_\_\_  
District Secretary

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

WASHINGTON COUNTY

Attest:

Dean Cox  
Washington Co. Commission Chair

Kim M. Hefner  
County Clerk

Dated this 4 day of June, 2019

WASHINGTON CITY

Attest:

\_\_\_\_\_  
Washington City Council

\_\_\_\_\_  
City Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

HURRICANCE CITY

Attest:

John Brannall Mayor  
Hurricane City Council

Heather Seese  
City Clerk

Dated this 20 day of June, 2019