



OTHER TRANSACTION AGREEMENT

BETWEEN

**DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION
NATIONAL EXPLOSIVES DETECTION CANINE TEAM PROGRAM (NEDCTP)**

AND

Milwaukee County Sheriffs Department

REGARDING

TSA Certified Explosives Detection Canine Teams

**Negotiated by the TSA pursuant to
Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597
49 U.S.C. § 114(m)(1), and § 106(l) (6)**

HSTS02-15-H-NCP452

ARTICLE I – PARTIES

The parties to this TSA National Explosives Detection Canine Team Program (NEDCTP) Other Transaction Agreement (Agreement) are the Transportation Security Administration (TSA) and **Milwaukee County Sheriffs Department** (hereinafter Participant). The TSA and the Participant agree to cooperate in good faith and to perform their respective obligations in executing the purpose of this Agreement.

ARTICLE II – AUTHORIZING LEGISLATION

- A. The Homeland Security Act of 2002, H.R. 5005-8, P.L. 107-296
- B. This Agreement is entered into under the authority of the Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. § 114(m) (1) and 106(l) (6), which authorizes other transaction agreements.

ARTICLE III – PROGRAM DESCRIPTION

The purpose of this Agreement is to set forth the terms and conditions for participation in the TSA NEDCTP. The Participant and the TSA agree to provide TSA certified explosives detection canine teams that will be available to respond to **transportation operating systems under the jurisdiction of the Participant** twenty-four (24) hours a day, seven (7) days per week, with the intent to provide maximum coverage during peak operating hours. The Participant also agrees to maintain the ability to promptly respond to threats at support facilities, rail stations, airports, passenger terminals, seaports and surface carriers that affect public safety or transportation operations. TSA canine teams will conduct training and other canine activities within view of the public, thereby providing a noticeable visible deterrent towards terrorist threats and other criminal activity. The Participant agrees that these TSA certified canine teams will be utilized at least eighty percent (80%) of their time in the transportation environment. The responsibilities and conditions described in the Statement of Joint Obligations (SOJO) are made part of this Agreement as Attachment 1. For a complete list of OTA Attachments, please refer to ARTICLE XXIII.

ARTICLE IV – TRANSPORTATION SECURITY ADMINISTRATION OFFICIALS

The NEDCTP Branch Chief is the Program Officer (PO) and is responsible for monitoring the completion of work and technical performance of the Program or activities described in the application under the SOJO, Attachment 1.

The contact information for the PO and his alternate is listed below:

NEDCTP Branch Chief

Henry Sergent, Branch Chief
Transportation Security Administration
NEDCTP
1900 Oracle Way, Suite 400
Reston, VA 20598 – 6105
Phone: 703.487.0065
E-mail: henry.sergent@tsa.dhs.gov

NEDCTP Contracting Officer Representative (COR)

Cherie Sexton
Transportation Security Administration
NEDCTP
1900 Oracle Way, Suite 400
Reston, VA 20598 – 6105
Phone: 703.487.0108
E-mail: TSACanineFinance@tsa.dhs.gov

NEDCTP Alternate Contracting Officer Representative (ACOR)

Kurt Allen
Transportation Security Administration
NEDCTP
1900 Oracle Way, Suite 400
Reston, VA 20598 – 6105
Phone: 703.487.3213
E-mail: TSACanineFinance@tsa.dhs.gov

NEDCTP Federal Canine Coordinator

FCC Name: Derrick Simmons
E-mail: derrick.simmons@tsa.dhs.gov

TSA Contracting Officer

The TSA Contracting Officer (CO) is the only official that has the full authority to negotiate, administer and execute all terms and conditions of the Agreement in concurrence with the Program Officer.

Johnny L. Hicks, Contracting Officer
Transportation Security Administration
Office of Acquisition
601 S. 12th Street
Arlington, VA 20598-6025
Phone: 517.227.3438
E-mail: Johnny.Hicks@tsa.dhs.gov

ARTICLE V – EFFECTIVE DATE AND FUNDING PERIOD

The effective date of this Agreement is 1 January 2015. The Agreement shall be in effect for a period of five (5) years from the effective date. The Agreement shall be comprised of five (5) one (1) year funding periods, with the base year funding period beginning on the effective date. All funding is subject to the availability of funds.

ARTICLE VI – CONTRIBUTIONS AND FUNDING

- A. The total five (5) year estimated cost of the TSA share for the performance of this Agreement is \$1,010,000.00. The TSA share is calculated utilizing your current number of authorized¹ teams (4) at \$50,500 per team. Only funding for the base year of performance is provided at the time of OTA award. Funding for years two (2) through five (5) will be provided via OTA modification on an annual basis.
- B. The level of funding available to each participant is a function of the number of teams the participant has deployed² in the field and not the number of authorized teams. The Program will only provide funding for deployed canine teams. As vacancies³ are filled by the participant, additional funds may be added through a Modification.
- C. This Agreement is for the administration and completion of an approved DHS/TSA Program within the Program Period. Agreement funds shall not be used for other purposes.
- D. No transfer of funds to agencies other than those identified in the approved Agreement application shall be made without prior approval of the TSA CO.

ARTICLE VII – REQUEST FOR REIMBURSEMENT

- A. The TSA will reimburse the Participant for amounts expended as outlined in Attachment 2, Reimbursable Items.
- B. Payment by TSA is conditioned upon receipt by TSA of an invoice identifying project costs that have been incurred. The United States Coast Guard (USCG) Finance Center (FINCEN) performs the payment function on behalf of the TSA.
- C. The Participant shall submit a complete and accurate invoice detailing all monthly expenditures no later than thirty (30) days after the submission month to the NEDCTP Field Canine Coordinator (FCC).

¹The maximum number of teams that a participant has been approved for by the program.

²The number of authorized teams that are on the ground or that have been awaiting a handler or canine for less than 90 days.

³The number of authorized teams that have never been filled or that have been awaiting a handler for more than 90 days.

- D. The Participant's reimbursement request⁴ formats are acceptable but must include, at a minimum, the following:
- Agreement Number HSTS02-15-H-NCP452
 - Request Date
 - Tax Identification Number
 - DUNs Number
 - Dollar amount of reimbursement being requested from the TSA funding with sufficient detail of the items or services being billed for a determination of scope compliance
 - The Participant's Point of Contact with contact information
 - Signature of the Participant's authorized representative and certification language *"This is to certify that all services set forth herein were performed during the period stated and that incurred costs billed were actually expended for the Project."*
- E. Reimbursement requests from the Participant shall follow these procedures:
1. Detailed documentation must be attached for each reimbursement item requested, including original receipts for the purchase of any items or services and appropriate payroll validation for each individual handler's salary, benefits and overtime expenses.
 2. Payment will be made upon receipt and review of submitted expenses by the NEDCTP FCC, NEDCTP Contracting Officer's Representative (COR), and TSA CO.
- F. TSA will only reimburse for costs incurred in the appropriate funding period.
- G. The final Request for Reimbursement must be received within ninety (90) days after the end of the appropriate year's funding period.
- H. Invoices must be received by the NEDCTP FCC for the entire twelve (12) month funding period, regardless of remaining funding balances.
- I. The Participant shall not request reimbursement or incur costs or obligate funds for any purpose pertaining to the operation or activities of the Program prior to or beyond the expiration date of the OTA.
- J. Participant must be registered in the System for Award Management at <https://www.SAM.gov>. Participant must also update their information on an annual basis.

⁴Detailed guidance for submitting reimbursement requests will be provided separately to participant's financial point of contact.

ARTICLE VIII – COST-SHARE/MATCH

This Program has no statutory formula and no matching requirements.

ARTICLE IX – AUDIT REQUIREMENTS

The Federal Government, including the Comptroller General of the United States, has the right to examine or audit relevant financial records for a period not to exceed three (3) years after expiration of the terms of this Agreement. The Participant and its contractors must maintain an established accounting system that complies with generally accepted accounting principles. Records related to disputes arising out of this Agreement shall be maintained and made available until such disputes have been resolved.

As used in this provision, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

The Participant shall maintain all records and other evidence sufficient to reflect costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Agreement. The participant shall also maintain sufficient records to show that TSA certified canine teams spent eighty percent (80%) of their time in the TOS they are assigned to. The TSA Contracting Officer or the authorized representative of the TSA Contracting Officer shall have the right to examine and audit those records at any time, or from time to time. The right of examination shall include inspection at all reasonable times at the offices of the Participant.

This Article shall not be construed to require the Participant or its sub-awardees to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to Generally Accepted Accounting Practices (GAAP).

ARTICLE X. DISPUTES

- A. When possible, disputes will be resolved by informal discussion between the parties. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the Participant or the TSA. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data and a request for relief.
- B. In the event that the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by the TSA Assistant Secretary or his or her designee. The parties agree that the TSA Assistant Secretary’s decision shall be final and not subject to further judicial or administrative review and shall be enforceable and

binding upon the parties.

ARTICLE XI. TERMINATION

Either the Participant or the TSA may terminate the Agreement by giving written notice to the other party at least ninety (90) calendars days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The Participant's authority to incur new costs will be terminated upon the date of arrival of the receipt of the letter or the date set forth in the notice. Any costs incurred up to the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment.

ARTICLE XII. WARRANTIES

TSA makes no express or implied warranties as to any matter arising under this Agreement, or as to the merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE XIII. COPYRIGHT

The Participant is free to copyright any original work developed in the course of or under the agreement. The TSA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of TSA financial support and a statement that the publication does not necessarily reflect TSA's views.

ARTICLE XIV. LIMITATION OF LIABILITY

Claims for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages only up to the aggregate amount of funding obligated under this Agreement at the time the dispute arose. In no event shall the TSA or the Participant be responsible for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE XV. LIMITATION OF ASSIGNMENT

The Participant may not assign its rights or obligations under this Agreement to any other entity or person without the prior written consent of the TSA.

ARTICLE XVI. PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect all proprietary, privileged, or otherwise sensitive information that may come into their possession as a result of this Agreement, including Sensitive Security Information (SSI) and operational information.

ARTICLE XVII. PUBLICITY

All publicity or public affairs activities related to the subject matter of this Agreement must be coordinated with the TSA Office of Strategic Communication and Public Affairs. This does not preclude the Participant's personnel from participating in public affairs activities not related to Program(s) sponsored under this award solely as agents of the Participant.

ARTICLE XVIII. REQUIRED FEDERAL PROCUREMENT PROVISIONS

The Participant and its contractors shall comply with the following:

- A. Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted program.
- B. Federal Acquisition Regulation Clause 52.203-11, "Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions", is incorporated herein by reference into this Agreement.
- C. Contracts awarded by the Participant of this Program must comply with all provisions established by laws and statutes.

ARTICLE XIX – ADDITIONAL CONDITIONS

FOIA: All requests for information, to include those under the Freedom of Information Act (FOIA) or Privacy Acts, will be forwarded to the TSA Program Officer. The TSA Program Officer will coordinate a response with the TSA FOIA Office.

Organization Staffing: The Program shall be staffed and organized by the Participant to satisfy its assigned mission and to perform its required functions.

Insurance: The Participant shall at all times during the duration of this Agreement maintain insurance or be self-insured relating to the Program and Participant employees covering property, fire, casualty, liability, life, worker's compensation, and all other forms of insurance customarily obtained by entities in the same industry. The Participant will not insure TSA agents, contractors, or anyone else against any of these risks.

Environmental Requirements: Participants are encouraged to integrate National Environmental Policy Act (NEPA) compliance and related legislation with the initial planning and selection process for this program. Participants are encouraged to coordinate with the TSA Environmental Officers in complying with NEPA and Historic Preservation Act requirements.

Local Permits: Prior to the start of any construction activity, the Participant shall ensure that all applicable Federal, State, and local permits and clearances are obtained.

ARTICLE XX –UTILIZATION AND TRAINING REPORTS

- A. The Participant will submit the Payroll and Utilization Certification Form with their monthly reimbursement request. This form must be signed by the Participant or their designee certifying that the TSA certified explosive detection canine teams were utilized at least eighty percent (80%) of their time in the Participant's Transportation Operating System (TOS).
- B. The Participant will enter Canine team utilization records into the TSA NEDCTP Canine Website System (CWS) within seventy-two (72) hours after the actual searches are completed.
- C. The Participant will enter Canine team training records into the TSA NEDCTP Canine Website System (CWS) within seventy-two (72) hours after actual training has been completed.

ARTICLE XXI – AGREEMENT MODIFICATIONS

- A. Changes and/or modifications to this Agreement shall be in writing and signed by the TSA CO and by an authorized representative of the Participant. The modification shall cite the Agreement number and shall set forth the exact nature of the change and/or modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. Funding modifications may be awarded unilaterally by the TSA CO.
- B. All requests for interpretations of this Agreement or modifications to it shall be submitted in writing to the TSA CO.
- C. Budget Revisions.
 - 1. Proposed budget revisions require the TSA Contracting Officer's written approval prior to execution.
 - 2. Regardless of the amount of funding, the Participant shall obtain prior written approval from the TSA Contracting Officer for any budget revision which would result in the need for additional funds.
 - 3. If an Agreement provides funding for both construction and non-construction activities, the Participant must obtain written approval from the TSA Contracting Officer before making fund or budget transfers from non-construction to construction or vice versa.

ARTICLE XXII – CONSTRUCTION OF THE AGREEMENT

TSA enters into this Agreement pursuant to its “other transaction” authority under 49 U.S.C. § 106(l) and 114(m) (1). This Agreement is not a procurement contract, grant or cooperative agreement. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation. It is not intended to be, nor shall it be construed as creation of a partnership, corporation, or other business entity between the parties.

This Agreement and its attachments constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

In the event that any Article and/or parts of this Agreement are determined to be void, such Article or portions thereof shall lapse. No such lapse will affect the rights, responsibilities, and obligations of the parties under this Agreement, except as provided therein. If either party determines that such lapse has or may have a material effect on the performance of the Agreement, such party shall promptly notify the other party, and shall negotiate in good faith a mutually acceptable modification to the Agreement if appropriate to address the effect of the lapse.

ARTICLE XXIII – ATTACHMENTS AND GENERAL PROVISIONS

A. The following are hereby incorporated in full:

Attachment 1:	Statement of Joint Obligations
Attachment 2:	Reimbursable Items
Attachment 3:	Kennel Facilities
Attachment 4:	Kennel Inspection Form
Attachment 5:	Routine Veterinary Care
Attachment 6:	Canine Requirement
Attachment 7:	EDCT Response
Attachment 8:	Explosives Magazine and Bunker Maintenance
Attachment 9:	CETA Sign In – Sign Out Log
Attachment 10:	Magazine Key Sign In – Sign/Out Log
Attachment 11:	Corrective Action Plan
Attachment 12:	Utilization Certification Form

B. The following are hereby incorporated into this agreement by reference:

1. 31 CFR 205 Rules and Procedures for Funds Transfers

For-profit organizations are subject to the provisions of 48 CFR Part 31, “Contract Cost Practices and Procedures.”

End of Agreement Number HSTS02-15-H-NCP452

**TRANSPORTATION SECURITY ADMINISTRATION
NATIONAL EXPLOSIVES DETECTION CANINE TEAM PROGRAM**

STATEMENT OF JOINT OBLIGATIONS (SOJO)

I. Introduction

This document defines the responsibilities and conditions agreed to by **Milwaukee County Sheriff's Department** (hereafter referred to as the 'Participant') for participation in the Transportation Security Administration (TSA) National Explosives Detection Canine Team Program (NEDCTP).

The authority to enter into this agreement is granted by the Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597; 49 U.S.C. § 114(m)(1).

The Participant agrees to maintain assigned TSA-certified canine teams that will be available to work within the transportation systems under the jurisdiction of the Participant, twenty-four (24) hours a day, seven (7) days per week, with the intent to provide maximum coverage during peak operating hours. The Participant also agrees to maintain the ability to promptly respond to threats at support facilities within the Participant's Transportation Operating System (TOS), which affect public safety or transportation operations. TSA canine teams will conduct frequent canine activities within view of the public, thereby providing a noticeable visible deterrent towards terrorist threats and other criminal activity. The Participant agrees that these TSA-certified canine teams will be utilized at least eighty percent (80%) of their time in the Participant's TOS.

The TSA will provide trained canines as quickly as possible, depending on available resources and mission objectives. The NEDCTP reserves the right to reassign a TSA owned canine and deny the issuance of a TSA owned canine to a handler, and decline any assignment to a handler associated with the NEDCTP.

The Participant will notify the NEDCTP, in writing, no later than ninety (90) days in advance of their desire to terminate participation in the NEDCTP. Resolution of specific details on outstanding issues will be accomplished on a case-by-case basis.

Should the Participant or the Participant's canine team(s) fail to comply with any of the provisions outlined in this Agreement, the Participant may be subject to reduction of funding or removal from the NEDCTP. Once failure to comply is identified, TSA will initiate the following steps in this order:

1. Warning Notice
2. Final Notice of Noncompliance

WARNING:

This record contains Sensitive Security Information that is controlled under 49 C.F.R. Parts 15 AND 1520. No part of this record may be disclosed to persons without a "Need to Know," as defined in 49 C.F.R. parts 15 AND 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalties or other action. For U.S. Government Agencies, public disclosure governed by 5 U.S.C. 552 and 49 C.F.R. parts 15 and 1520.

SENSITIVE SECURITY INFORMATION
Other Transaction Agreement Attachment 1

A Participant will receive a written Warning Notice from the Field Canine Coordinator (FCC), indicating that they have failed to comply with performance requirements as outlined in the SOJO. The Participant will have thirty (30) days to respond to the FCC with a written Letter of Correction identifying the action taken to meet the requirements.

If the Participant continues to be in noncompliance, the NEDCTP Branch Chief will issue a Final Notice of Noncompliance. The Participant must submit a response to TSA within thirty (30) calendar days of receiving the Final Notice of Noncompliance. The Participant will have an opportunity to demonstrate compliance or propose an alternative measure for compliance. If the Participant chooses to propose an alternative measure for compliance, TSA will review the proposal to determine whether the alternative measure is acceptable and meets TSA Program requirements.

Should the Participant fail to respond to the Warning Notice and Final Notice of Noncompliance, the Participant will face reduction of funds or removal from the NEDCTP.

II. Transportation Security Administration Responsibilities

- A. The TSA will provide partial financial reimbursement for deployed canine/handler teams as set forth by this agreement. A minimum of three (3) TSA-certified canine teams are required for participation in the program.
- B. The TSA will provide a canine, as well as explosives detection training for the canine and handler team to the Participant. It is understood that the TSA is granting an interest to the Participant to utilize these explosive detection canines as they are the most effective and mobile asset available for explosives detection. They are a critical component in deterring and detecting the introduction of explosives into the TOS. TSA canines remain the property of the TSA and are assigned to a TOS based upon threat and risk-based assessments, National and Local needs, as determined by the TSA.
- C. The TSA will provide appropriate explosives storage magazines and keyed locks exclusively for the storage of TSA Canine Explosive Training Aids (CETA). The magazines and locks remain the property of the TSA and will be used solely by the Participants. The keyed lock provided is the only lock allowed for use. If a replacement lock is required, a written request must be submitted to the FCC immediately.
- D. The Participant and FCC will jointly conduct a monthly magazine inspection. The form, Magazine Inspection Checklist – Appendix I of the NEDCTP Standard Operating Practices and Procedures (SOPP), will be completed for each inspection. The Magazine Inspection Checklist will be maintained by the Participant.

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SENSITIVE SECURITY INFORMATION
Other Transaction Agreement Attachment 1

- E. When a participant leaves the NEDCTP, the TSA will take possession of the TSA-provided explosives magazines, locks, keys and CETA. The TSA requires ninety (90) days to arrange for the removal of the explosives magazine and CETA.
- F. The TSA will train handlers assigned to the NEDCTP using established TSA methodologies. Training expenses covered by the TSA include lodging, travel and per diem.
- G. Upon initial entry into the NEDCTP, the TSA will provide:
 - 1. TSA trained canines for handlers who have successfully completed the NEDCTP approved handler training course;
 - 2. Initial equipment consisting of a leash, choke chain, muzzle, canine reward, grooming brush and shipping crate; and
 - 3. The cost of transporting a canine to Participant's TOS after successful completion of training.
- H. The NEDCTP will assign FCCs who will be responsible for overseeing and evaluating the Participant's compliance with the conditions set forth in the SOJO and Standard Operating Practices and Procedures (SOPP) through monthly reporting, Comprehensive Assessments and general oversight. It is the responsibility of the FCCs to assist their assigned Participants in interpreting their responsibilities as outlined in the SOJO and SOPP, and to offer their assistance with requests to comply with the conditions set therein.
- I. The FCC serves as the primary point of contact for Participants. The Participant must immediately notify their FCC or designee of all incidents involving a TSA canine team as part of the standard Incident Reporting Process. Such incidents include, but are not limited to, the following:
 - 1. Any canine induced injury to any party (actual or alleged);
 - 2. Missing/lost canines (Participant will be held financially responsible if not recovered);
 - 3. Injured canines;
 - 4. Canine fights with other government or civilian animals;
 - 5. Damaged property;
 - 6. Lost/ stolen/ damaged CETA and/or magazine keys;
 - 7. Final canine responses;

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SENSITIVE SECURITY INFORMATION
Other Transaction Agreement Attachment 1

8. Canine medical emergencies;
 9. Canine abuse (alleged or actual);
 10. Handler negligence (alleged or actual);
 11. Aggressive canine behavior; and,
 12. Other significant canine incidents: bomb threats, incident that attracts attention, TOS evacuation (airport terminal), etc.
- J. The NEDCTP Incident Adjudication Review Board reviews all incidents involving TSA canines/assets. Through the NEDCTP Incident Adjudication Review Board findings, if a canine handler is found to be non-compliant in their duties, which results in any canine induced injury to any party, the handler may be permanently removed from the Program.
- K. Through the NEDCTP Incident Adjudication Review Board findings, if a canine handler fails to adhere to NEDCTP policies, procedures or instructions which results in the loss of physical accountability or physical abuse of their canine, the handler may be permanently removed from the Program.

III. Participant Responsibilities

A. General

1. The Participant agrees to maintain a minimum of three (3) TSA-certified explosive detection canine teams.
2. The Participant will provide handler candidates to attend the TSA canine/handler training. The required retention period for all Participant handlers in the NEDCTP is a minimum of three (3) years. Failure to comply with the three (3) year retention period may result in a reduction of available funding. The TSA will give consideration to evidence that the premature resignation of the handler could not have been reasonably foreseen and will be reviewed on a case-by-case basis.
3. If for any reason a Participant's handler departs the NEDCTP, the Participant will have sixty (60) days from the date of the handler resignation to provide the NEDCTP with a replacement candidate canine handler. If the Participant does not provide the NEDCTP with a replacement canine handler within the required sixty (60) day timeframe, the Participant will forfeit all remaining funds associated with that position. On a case-by-case basis, the NEDCTP Branch

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SENSITIVE SECURITY INFORMATION
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Chief will have the option of granting an extension to this process based on the extenuating circumstances and justifications provided by the Participant.

4. Participant request for asset allocation increase or decrease must be submitted to the NEDCTP Branch Chief in writing on Agency letterhead. The request will be evaluated based upon TSA risk-based security assessment, national need and/or the Participant's past history of overall compliance with NEDCTP requirements for training, utilization, and the availability of funds.
5. A TSA certified canine team out of service for thirty-one (31) or more consecutive days will be administratively decertified until an operational assessment is conducted by the TSA Canine Training and Evaluation Section (CTES) Staff. A canine team that has been administratively decertified will not be utilized for any explosives detection activities. A canine team that has been administratively decertified may be utilized for public visibility, re-acclimation into the work environment, and proficiency training until the operational assessment has been completed.
6. Scheduled or unscheduled extended leave by the handler, in excess of forty-five (45) days, will require written notification to the FCC. Extended leave may be due, but not limited to, illness, military service, or disability. The Participant will include in this notification, a proposal defining the daily care and maintenance of the canine, as well as maintaining canine proficiency standards. Should the scheduled or unscheduled extended leave exceed sixty (60) days; a TSA-owned canine may be subject to removal from the Participant following a case review by the NEDCTP.

B. Reimbursement

1. The Participant must submit a complete and accurate reimbursement package detailing all monthly expenditures regardless of the availability of funds to the FCC, no later than thirty (30) days after the submission month. TSA will only reimburse for costs incurred in the appropriate fiscal year. Participant must submit a final invoice within ninety (90) days after the end of the calendar year.
2. The Participant is required to send one representative to a scheduled NEDCTP Program Review. This national meeting provides a unique opportunity to bring all TSA Participants together to discuss pertinent issues including proficiency training, veterinary updates, legal considerations, TSA initiatives/Pilot Programs and other crucial Program information. Participants will be notified of the specific target audience in advance of the event. Reimbursement in the amount of five hundred dollars (\$500.00) for the representative's travel expenses may be provided by the TSA. Should the NEDCTP not hold or the representative not attend the Program Review, funding for travel expenses will not be provided.
3. The Participant will be responsible for all expenses incurred in cases where the Participant's TSA certified canine teams assisted in a State and Local event unless they meet the TSA guidelines for reimbursement. (See Other Transaction Agreement Attachment 2.)

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4. Other items not listed in Attachment 2, but requested for reimbursement, will be addressed on a case-by-case basis with their FCC or designee. (See Other Transaction Agreement Attachment 2.)

C. Canine Care

1. The Participant will ensure routine examinations and emergency care are performed by licensed, Board Certified veterinary medical professionals for all canines. Routine care includes semi-annual examinations, scheduled immunizations, disease prevention and weight management programs. Semi-annual examination reports will be requested for review by the assigned FCC. Handlers will administer medication as directed by their veterinarian professional and follow all health related guidance. (See Other Transaction Agreement Attachment 5.)
2. The NEDCTP reserves the right to consult with a Department of Defense (DoD) veterinarian for any proposed medical treatment of a TSA canine prescribed by the Participant's veterinarian. All NEDCTP referrals will be made through the TSA (CTES) point of contact (POC). Should a medical emergency arise with a canine, the Participant must immediately notify their FCC or designee.
3. Notification will be made to the assigned FCC of any arrangement for the care and supervision of the canine by someone other than the assigned handler. Reasons for alternate supervision may include, but are not limited to: leave, temporary duty (TDY, without canine), or extended absences. Requests by the handler to transport a TSA canine out of the general residence/ jurisdictional area will be submitted in writing and assessed on a case-by-case basis by the assigned FCC for approval.
4. The Participant will ensure canine primary living accommodations are at the handler's residence. Participants will conduct regular safety, sanitary and security inspections of the canine living conditions at the handler's residence. (See Other Transaction Agreement Attachment 3.)
5. The participant will submit to the NEDCTP and retain per NEDCTP document retention guidelines, a signed Kennel Safety Checklist upon completion of initial and annual kennel inspections. The NEDCTP may request kennel safety inspections to ensure compliance with Program guidelines. (See Other Transaction Agreement Attachment 4.)
6. Through annual kennel inspections or bi-annual veterinarian examination, whether or not initiated or required by the NEDCTP, if a canine is found to have any medical/health related issues attributed to a handler's negligence in providing adequate care, to include, but not limited to, food, water, shelter, medical examinations, medication, vaccinations and any other

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items associated with the routine or preventative care of a canine, the canine may be immediately removed and the handler is subject to removal from the Program.

7. The Participant will ensure that TSA-owned canines are transported in vehicles configured to ensure the proper health, safety and security of the canine to include a stable and secured transport kennel/crate. When in use, the canine transport kennel/crate must be properly ventilated and appropriately protected from the elements. All installed heat monitoring alert systems must be checked at the beginning of each duty day to ensure proper operation. It is the responsibility of the canine handler to monitor the health and welfare of the canine at all times.
8. The Participant will ensure adequate operational canine related supplies are provided at no cost to the handler. (See Other Transaction Agreement Attachment 2.)

D. Canine Retirement

1. Canines may be retired based on several factors including, but not limited to, overall health, age, performance, aggressive tendencies and anticipated remaining years of service as determined by TSA.
2. A request to retire a TSA-owned canine and transfer ownership to the Participant or current handler must be submitted in writing on Participant letterhead to the NEDCTP Branch Chief. The documentation will include the completed TSA Retired Service Animal Hold-Harmless Agreement submitted to the FCC thirty (30) days prior to the anticipated retirement date. (See Other Transaction Agreement Attachment 6.) The circumstances regarding the requests for retirement must be presented in detail. Medical and age-related retirement requests must include documentation on letterhead from the attending veterinarian. All retirements will be based upon a final determination by NEDCTP as to the canines' suitability for continued service. The canine's original medical records must be forwarded to the FCC; however, a copy of these records may be retained by the handler for their use. Upon approved retirement of any TSA-owned canine, the canine will not be used for law enforcement, private security, or explosives detection related activities.

E. Death of a Canine

1. In the event of the death of an active TSA-owned canine, the FCC must be notified immediately, followed by a veterinarian's report detailing the cause of death. If a veterinarian's report is unavailable, a detailed explanation of the canine's death must be provided by the Participant on their official letterhead. TSA reserves the right to request a necropsy and a copy of the deceased canine's original medical records be forwarded to the FCC.

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2. In the event of the death of an active Participant-owned canine, the Participant must immediately notify the FCC. The Participant will notify the FCC if a TSA replacement canine is required or the Participant will provide a locally procured canine.

F. Utilization and Training

1. The Participant will ensure that at minimum, there will always be at least one (1) TSA-certified explosives detection canine team available to respond to the Participant TOS twenty-four (24) hours a day, seven (7) days per week. It will be a requirement of the Participant to have an on-call response plan developed in advance to satisfy this requirement. This can be achieved through an on-duty or off-duty on-call basis. The written plan will describe how TSA-certified explosives detection canine teams will respond to threat incidents at the designated TOS(s) within forty-five (45) minutes of incident notification. Upon request, the Participant will provide the on-call response plan to the FCC and the local Federal Security Director (FSD). All hours worked in relationship to the on-call response plan will be certified by the Participant through the Utilization Certification Form submitted monthly to NEDCTP HQ as part of the reimbursement package.
2. The Participant shall make every effort to ensure an adequate number of TSA canine teams are on-duty at the TOS during peak operational hours. The Participant will meet with the FCC and the local FSD on a routine basis to discuss peak operational hours and deployments.
3. TSA canine teams will conduct canine activities within the view of the public, thereby providing a noticeable visible deterrent toward terrorist threats and other criminal activity.
4. If canine teams encounter proficiency training or operational issues, the Participant will immediately notify their FCC.
5. The Participant will provide the FCC and local FSD with a copy of any currently active local mutual aid agreements. The Participant may only use TSA-certified explosives detection canine teams to assist in a mutual aid agreement in accordance with NEDCTP guidelines. The Participant will be required to maintain Other Transaction Agreement (OTA) obligations when assisting another agency.
6. Only the following approved cargo configurations may be screened by TSA-certified explosives detection canine teams as the primary screening method:
 - a. Pieces: Any loose pieces (Break Bulk); and,
 - b. Skids: Skids or pallets not exceeding forty-eight (48) inches by forty-eight (48) inches by sixty-five (65) inches high (shrink-wrapped or not shrink-wrapped).

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7. TSA canine teams will not be utilized to search items that have been identified as suspicious and/or hazardous. (See Other Transaction Agreement Attachment 7.)
8. If a TSA canine team is decertified, administratively decertified or pending certification, the Participant will ensure the canine team will not respond to or self-initiate any searches/sweeps utilizing his or her assigned TSA canine for the purpose of explosive detection. The only permitted activities will consist of public visibility and training.
9. If a TSA canine team in a decertified, administratively decertified or pending certification status provides a final response while conducting public visibility utilization activities, local resolution procedures will be followed.
10. If any explosive detection canine team provides a final response, the Participant will not utilize any other canine team to resolve (confirm/negate) the final response of the initial canine team.
11. The Participant agrees to follow the NEDCTP swab sampling procedures in accordance with the Sample Collection Procedures for K-9 Final Responses Form. This procedure is intended for the collection of samples taken from items of interest resulting in an unresolved final response from a TSA explosive detection canine team during any utilization activity. This procedure may also be used in training scenarios when there is no known CETA present.
12. The Participant, NEDCTP, and State and Local law enforcement agency may jointly determine that it is appropriate to use NEDCTP certified canine teams to assist in a State or Local event. In such instances, the NEDCTP will require that all Program guidelines are followed. The Participant will still be required to meet OTA obligations when assisting with State and Local events.
13. The Participant will make every effort to support TSA special operations (e.g., Playbook, Decision Gates, Visible Intermodal Prevention and Response (VIPR), National Special Security Events (NSSE), etc.) with NEDCTP certified canine teams when requested by an official representative of the TSA, i.e., FCC, FSD, SFAM, etc. The Participant must continue to meet OTA obligations when assisting with such requests.
14. Canine team utilization records must be entered into the TSA NEDCTP Canine Website System (CWS) within seventy-two (72) hours after the actual searches are completed. Instructions for accurately completing utilization records are located in the CWS. All canine team utilizations resulting in a final response or significant incident (i.e. bomb threat response) must be entered into CWS immediately following the incident but no later than the end of the handler's shift.
15. Canine team proficiency training records must be entered into the TSA NEDCTP CWS within seventy-two (72) hours after the actual training has been completed. The Participant will ensure each canine team receives proficiency training to maintain TSA certification standards.

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Proficiency training shall consist of multiple training scenarios per week/duty cycle. An average of thirty (30) to sixty (60) minutes of Sniff Time is required per week/duty cycle for a minimum cumulative total of two hundred forty (240) minutes per month to maintain a canine team's proficiency. Sniff Time is defined as the actual minutes of a training scenario from the point at which a search is initiated to the point of search termination. Handlers shall regularly expose their assigned canine to each TSA provided CETA and participate in FCC coordinated/approved training events involving the Federal Bureau of Investigation (FBI) for canine exposure to homemade explosive (HME) materials not contained in the Participant magazines.

16. The Participant will ensure each handler has a training plan for their respective canine. The plan will be retained by the Participant and available for review upon TSA request. This Training Plan will become part of the annual Comprehensive Assessment. The training plan should incorporate an analysis of previous training after a careful review of the Scattergram, training records and training meetings conducted with all personnel involved in the canine team's training.
 - a. Each handler is responsible for identifying the canine team's strengths and weaknesses, and customizing a training plan accordingly. The follow-on training should further categorize training issues, correct deficiencies, and advance the handler, canine and canine team. The training plan should improve the canine team's capability of detecting explosives odors in operational environments by ensuring training emulates utilization.
 - b. The training plan must incorporate operational awareness situations to develop the canine team's capabilities of not only detecting improvised explosives devices, but also providing the support to manage the scene, directing the responding emergency personnel, and providing intelligence to responding emergency and operational personnel.
 - c. In providing the overall objective and sub-objectives, the training plan should define the daily training venues, types and quantities of each explosives odor; whether the scenarios are known or unknown to the handler; whether training is for certification, training, or motivational purposes; and whether the scenario is developed specifically for the canine, handler, or canine team.

17. Proficiency training objectives and exercises should be based upon the handlers', trainers' and supervisors' unique knowledge of each canine team's strengths, weaknesses, past problems, and past evaluation results. Individual proficiency training requirements for each canine team shall be goal oriented and based on TSA threat and risk-based assessments. Training scenarios shall vary in search times, to include extended searches, and must include all areas within their TOS.

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18. The handler shall determine and conduct the appropriate amount of obedience training needed to ensure proper control and recall of their canine. Detection canines do not require the equivalent intense obedience as aggression/patrol canines, however all canines need basic obedience training such as sit, stay, and come. The Program obedience guidelines and No Pet Policy are available for review in the CWS.
19. All aircraft tail numbers and maritime/mass transit identifiers must be entered into the CWS Training Aid Reporting System (KTARS) module within two (2) hours of the training scenario completion in which a CETA was utilized.

G. Evaluations

1. The CTES will provide evaluations for TSA certification in accordance with the CTES Guidelines. CTES certification guidelines are available for review in the CWS.
2. TSA requires all canine teams to demonstrate their proficiency on an annual/12-month basis through an evaluation scheduled by CTES. Teams that are unavailable to participate during the designated 12-month period are expected to make themselves available as soon as possible. TSA certifications expire at 18-months from the last certification date. Once the certification expires, the canine team will be administratively decertified. Administrative decertification is non-punitive and is not a performance-based action. If a recurrent or remedial evaluation fails to take place within the 18-month time period due to the inability of the NEDCTP to conduct such an evaluation, CTES will make the final determination on the retention of the teams' certification. The NEDCTP, in coordination with CTES, will send 'Non-Compliance' notices to the canine team handler and Participant management representatives at the following intervals:
 - a. A canine team exceeds the 12-month period,
 - b. 3-months prior to the expiration date; and
 - c. The point at which time the decertification expires. (Administrative Decertification)

Any canine teams that are currently at or beyond the 18-month period are subject to immediate administrative decertification.

All declinations of a recurrent evaluation will require the Participant to provide the FCC, in writing, a thirty (30) day window of availability for rescheduling the evaluation. The timeframe provided must be within ninety (90) calendar days of the day of declination, and will not exceed eighteen (18) months past the previous evaluation.

3. If a TSA canine team fails a validation or an evaluation, a written Corrective Action Plan (CAP) must be submitted by the Participant along with guidance from the RCTI, addressing all deficiencies noted in the Trip Report. The CAP must be submitted to the FCC within

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fifteen (15) calendar days after receipt of the recurrent evaluation/initial evaluation CTES Trip Report. (See Other Transaction Agreement Attachment 11.)

4. Should a canine team fail two (2) consecutive validations or evaluations (including remedial evaluations), the NEDCTP may request the permanent removal of the handler from the Program, based upon a review by the NEDCTP Branch Chief.
5. The Participant may acquire Non-TSA explosive detection trained canines. In such cases, the NEDCTP requires sixty (60) days notification prior to scheduling a field certification. The following requirements must be satisfied to complete TSA certification of a Non-TSA canine:
 - a. The handler must successfully complete the NEDCTP approved handler training course.
 - b. The Participant must make a written request for CTES field certification of its Non-TSA canine(s). If the request is approved, this canine team will be included in the next regularly scheduled Participant evaluation.
 - c. Proficiency training records for the previous six (6) months must accompany the request.
6. The Participant agrees that the sole certifying official for TSA-deployed explosive detection canine teams will be the TSA. TSA deployed canines may not obtain any other certifications other than the CTES administered certification.

H. TSA Explosives

1. The Participant will ensure that storage procedures for CETA, as outlined in the NEDCTP Standard Operating Practices and Procedures (NEDCTP SOPP), are followed. The Bureau of Alcohol, Tobacco, Firearms, and Explosives (BATFE) storage requirements will be met or exceeded whenever operationally possible.
2. The Participant will ensure only CETAs provided by the NEDCTP are utilized by TSA canine teams for proficiency training purposes. Unless approved in advance by the NEDCTP, TSA-certified canine teams will not be introduced to, or conduct training with, simulated CETAs that are designed to replicate the odor of authentic CETAs.
3. The NEDCTP will provide all CETAs required for proficiency training. The NEDCTP will conduct monthly inspections of CETAs and storage containers. These inspections are performed to ensure appropriate procedures are being applied in accordance with the NEDCTP SOPP to prevent cross contamination, to ensure the accountability of the training aids and the safety of those handling them.

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4. The Participant will store only NEDCTP provided and/or approved explosives in the TSA provided explosives magazines. No other substances or items may be stored in these magazines at any time. The Participant will comply with the current version of the NEDCTP SOPP. The NEDCTP may approve modifications to the magazine on a case-by-case basis.
5. The Participant will document every removal and return of CETAs using the NEDCTP Explosives Training Aid Sign In/Out Log in accordance with the NEDCTP's SOPP. The Explosives Training Aid Sign In/Out Log will be retained at a secure Participant occupied facility and made available for review at the request of the NEDCTP. (See Other Transaction Agreement Attachment 9.)
6. If deployed to the Participant, wireless handheld devices will be used to document the removal and return of the CETAs. Use of this device requires daily upload to CWS by the end of the user's Duty Shift.
7. TSA recommends all CETA be transported using a Type 3 Magazine, also known as a "Day Box". (See Title 27, Code of Federal Regulations, Part 555, Subpart K-Storage; Paragraph §555.209, Construction of Type 3 Magazines). The "Day Box" will be securely affixed to the transport vehicle to prevent any damage to the CETA as well as for protection of the public. TSA will not be responsible for CETA during transport to and from the explosives storage magazine. The Participant is responsible for purchasing its own Day Boxes for the vehicles. (See Other Transaction Agreement Attachment 2.)
8. The Participant will ensure that the physical site for the NEDCTP provided explosive magazines meet or exceed Title 27, Code of Federal Regulations, Part 555, Commerce and Explosives, Bureau of Alcohol Tobacco, Firearms, and Explosives (BATFE) Explosives Law and Regulations (BATFE Publication 5400.7 [06/12]) The magazine site must be situated in accordance with BATFE Publication 5400.7 [06/12], Table 555.218 and NEDCTP requirements set forth by applicable requirements of the individual TOS to accommodate the maximum net weight explosives allowable. Preparation will include coordination with BATFE to obtain site approval, site preparation and the unloading of magazines upon delivery.
9. The Participant will ensure the NEDCTP provided magazines are received and placed on the approved BATFE site, meeting the requirements supplied by the NEDCTP on magazine configuration. Magazine pad specifications are available within the NEDCTP SOPP located in CWS.
10. The Participant will be responsible for overseeing the delivery, off-load and placement of the explosives storage magazine on the approved BATFE site. Once the Participant begins off-loading the magazine, the Participant assumes all responsibility and maintenance for the magazine(s).

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11. Keys to the magazine must be stored in a locked box in a secured Participant occupied facility. The magazine key sign-in/out log must be completed each time keys are removed and returned. (See Other Transaction Agreement Attachment 10.) A quarterly magazine key inventory will be conducted by the FCC with the Participant.
12. The Participant must ensure immediate notification to their FCC or designee if a TSA provided CETA or magazine key(s) is lost or stolen. Lost/Stolen is defined as "unaccounted for by the Participant."
13. Participant must ensure immediate notification to their FCC or designee of a damaged TSA CETA. If a CETA is damaged due to a TSA canine bite, where the potential for ingestion exists, the handler will immediately notify the Participant's veterinarian.
14. The Participant will ensure the TSA provided explosive magazines are properly maintained as outlined in the SOPP. TSA reserves the right to temporarily reorganize/reconfigure the explosives storage magazine for TSA operations. TSA will notify the Participant in advance of such need. (See Other Transaction Agreement Attachment 8.)

The Authorizing Official shall be responsible to ensure all parties under this Other Transaction Agreement are aware of, and adhere to, all terms and conditions herein.

Signature of Authorizing Official

Title

Printed Name of Authorizing Official

Name of Participating Agency

Date

Branch Chief, National Explosives
Detection Canine Team Program

Date

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Reimbursable Items

Listed below are items authorized for reimbursement. This list is not all inclusive; considerations for exception will be reviewed on an individual basis. Purchased items are not to exceed current Fiscal Year (FY) obligated level of funding. All costs incurred over and above FY obligated level of funding will be the responsibility of the Participant.

Handler's Salaries

- Payroll Compensation & Benefits (PC&B)
- Overtime

Trainer Salaries (time contributed in direct correlation to the training of TSA teams)

- PC&B
- Overtime

Handler/Trainer Uniforms and Laundering

Canine Expenses

A. Operational Canine Team Supplies (examples, not limited to the following)

1. Canine reward
2. Choke chain/collar/harness
3. Smoke pen and replacement wicks
4. Grooming supplies
5. Water/feeding bowls
6. Muzzles
7. Leashes, long/short leads
8. Canine bed/mat
9. Crate
10. Dog Collar Identification (K-9 Police Badge/Shield)

B. Canine Care

1. Food
2. Veterinary Care
3. Medication

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Other Transaction Agreement Attachment 2

Kenneling: Home and Airport Facilities

Administrative/Support Areas for Use by TSA Canine Handlers and Supervisors

- Office equipment and furniture

Vehicles

- Vehicles (new)
 - Preapproval is required, a letter on agency letterhead must be sent to NEDCTP Branch Chief prior to purchase
- Vehicles (replacement)
 - Preapproval is required and disposition of vehicles must be noted in a letter on agency letterhead sent to the NEDCTP Branch Chief prior to purchase

Vehicle Equipment

- Heat warning alarm system
- Window tinting
- Maintenance
- Kennel

Explosive Storage/Transportation

- Vehicle "Day Box"
- Transport trailers
- Magazine site preparation and installation
- Additional security measures for magazine area

Training Equipment

- Video Camera
- Luggage

Communication Media

- Internet access monthly service charges
- Computer, printer, related software and maintenance
- Cell phones, pagers, and monthly airtime charges

Conditional Reimbursement

- Reimbursement for a locally procured canine may be approved only after the canine has successfully completed a Field Certification.
- Reimbursement for travel expenses for handlers, trainers, and unit supervisors relating to specific explosive detection canine team activities requires Program approval.

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Kennel Facilities

Kennel facilities must provide proper on-site supervision, safety, security and sanitary living conditions for the canines.

TOS and Commercial Kennel facilities must provide:

- Adequate ventilation, cooling, heating, sanitation and security.
- Minimal noise levels. Kennels must not be located near runways, taxiways, engine test cells, small arms ranges, or other areas where the time weighted overall average sound pressure level for any twenty-four (24) hour period exceeds seventy-five (75) adjusted decibels.
- Areas must be free of infestations of mosquitoes, ticks, rodents, other pests or parasites.
- Trained staff to care for the canine.

All designs/plans for residential and TOS kennel facilities to be purchased or constructed using Program funds shall be reviewed and approved by the NEDCTP prior to initiating purchase or construction.

Assistance regarding different kennel designs for various climates or other information regarding kennel facilities is available through the FCC from the TSA Canine Training and Evaluation Section (CTES).

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NEDCTP KENNEL INSPECTION REPORT

TOS Kennel:		Residence:		Office:		Date:		
Location:						Time:		
Re-Inspection Needed as Follow-Up:			Y	N	Evaluation:		Pass	Fail
Evaluation Detailed Comments:								
Team:								
Canine:				Participant:				
Handler:				Work Kennel Address:				
Home Kennel Address:				Supervisor/ Manager:				
Telephone:				Telephone:				
Kennel:								
Size:		Length:		Width:		Height:		
Gate:		Lock:		Y	N	Fence Gauge:		
Base/ Slab Construction:		Concrete	Pavers	Gravel	Dirt	Wood	Other:	
Cover:		Fence	Mesh	None	Other:			
Shelter Type:				Condition:				
Kennel Damage:								
Circle What Applies:								
Sanitation: Waste Removal:		Y	N	Standing Water:		Y	N	
Insect Infestation:		Y	N	Rodent Infestation:		Y	N	
Fresh Water Available:		Y	N	Cleaning Supplies:		Y	N	
Debris/Trash:		Y	N	Shade (Outdoor):		Y	N	
Climate Controls (Indoor):		Y	N	Clean/Odor Free:		Y	N	
Food Storage Clean/Dry:		Y	N	Exposed Sharp Objects:		Y	N	
Kennel Access Limited:		Y	N	Pad/Bed Satisfactory:		Y	N	
Other Pets:		Y	N	Sound Level Acceptable:		Y	N	
Remarks								
Yard/ Exercise Area:								
Fence Type:				Height:		Condition:		
Grounds:				Size:				
Remarks:								
Inspected By:						Date:		

NOTE: This inspection report will be submitted to the FCC upon completion.

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Veterinary Care

Semi-Annual Physical Examination and Health Evaluations:

The first veterinarian visit should be scheduled upon the canine team reporting to their assigned Participant TOS after completing training at CTES. This procedure will allow the veterinarian to obtain a baseline. Six (6) months after the initial visit, a semi-annual visit must be conducted. The required examinations are listed below and are to be a recurring event based upon the date of the first examination.

The canine shall receive the following during the first semi-annual examination:

- Physical examination
- Heartworm antigen test
- Vaccinations
- Fecal flotation for parasite identification
- Complete blood count
- Blood chemistry panel
- Urinalysis
- Dental prophylaxis (if needed)
- Electrocardiogram (if canine is eight (8) years or older)
- Thyroid Panel (if canine is eight (8) years or older)

During the second semi-annual examination the canine should receive:

- Physical examination
- Complete blood count
- Blood chemistry panel (if canine is eight (8) years or older)
- Urinalysis (if canine is eight (8) years or older)

WARNING:

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Requirements for Requesting Canine Retirement

TSA Owned Canine:

The following documents should be completed and provided to the assigned Field Canine Coordinator thirty (30) days prior to the desired retirement date:

- A request to retire a TSA owned canine and transfer ownership to the Participant or current handler must be submitted in writing on official Participant letterhead. The letter must be signed by the head of the organization or designee and must include the following information:
 1. The reason/cause for retirement.
 2. Statement whether a replacement TSA canine will be required.
 3. Statement requesting immediate retirement of canine or retirement upon the availability of a replacement canine.
 4. A separate letter from the veterinarian responsible for treatment of the canine summarizing the canine's overall health and specific medical conditions that will affect the canine's ability to function as an explosive detection canine.
- Note: Any requests for the official canine retirement date to be based on the availability of a replacement canine must be clearly stated as such and be substantiated through the overall health prognosis submitted by the Participant's veterinarian.
- Release of Liability/Hold Harmless Agreement for Retired Service Animal form. (This form can be accessed in the Canine Website Application).

Participant Owned Canine:

A letter on official Participant letterhead, signed by the head of the organization or designee, advising that the canine will be retired must be submitted to the assigned Field Canine Coordinator thirty (30) days prior to the expected retirement date. The letter must include a statement as to whether a TSA replacement canine is required or the Participant will provide a locally procured canine.

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SENSITIVE SECURITY INFORMATION
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TSA Explosives Detection Canine Team (EDCT) Response

Participant EDCTs are appropriate for general or routine sweeps of terminals, vehicles, baggage, cargo, freight, watercraft, aircraft, service equipment, support structures, and critical infrastructure. EDCTs are also appropriate for requested searches such as protection details, venue sweeps, bomb threat locations, security breach sweeps, and unattended items.

A. Definitions:

Bomb Threats: Any communication (e.g. handwritten or electronic correspondence, by telephone or face-to-face) indicating that an improvised explosive device (IED) has been or will be placed at a particular location(s).

Unattended Item: Any item (e.g. baggage, packages, parcels, containers, vehicles, equipment, or devices) where contents are unknown and, based on the totality of the circumstances, would normally be present in the environment in which it was found and is absent of any indicators of a possible IED.

Suspicious Item: Any item (e.g. baggage, packages, parcels, containers, vehicles, equipment, or devices) where contents are unknown and, based on the totality of the circumstances to include location, placement, appearance, threat or intelligence information and activity prior to its discovery, would raise concerns of public safety.

Explosive Trace Detection (ETD) Explosive Detection Systems (EDS), X-Ray or Other Alarms: Any alarm or alert indication of explosives, hazardous devices/materials, material or substances utilizing X-ray, swabs, CAT scan, whole body imaging devices, spectrometry, neutron activation, or other technology.

Explosive Detection Canine Search: A systematic search/sweep of an area, vehicle, or other non-suspicious items utilizing an EDCT.

Explosive Detection Canine Final Response: A change in the canine's behavior which, based upon observation of its handler, provides an indication that explosive odor is present and the canine is as close to the source or strongest concentration of the odor as possible.

B. Items may be deemed suspicious based upon:

1. Canine handler's assessment of the totality of the circumstances and the presence or appearance of a specific item; or,

WARNING:

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2. Information from any relevant source; examples to include but are not limited to:

- Threat(s) associated with item(s)
- Strange odors
- EDCT final response
- Antenna
- Indications of an explosive/chemical/incendiary/radiological device
- Visible switches
- Vibration
- Unusual sounds
- Tinfoil
- Containers that appear to be modified
- Oily stains
- Unusual/ excessive packing
- Areas of discoloration
- Removed Vehicle Identification Number
- Mismatched Logos
- Mismatch Vehicle Plate/ Tag & Registration
- Blacked out windows
- Suspicious item(s) in vehicle
- Forced entry in vehicle

C. EDCT General Utilization Guidelines:

- TSA EDCTs will not be used to resolve ETD/EDS or other alarms. Therefore, EDCTs will not be utilized to confirm the presence of explosive odors once another detection system has indicated the possible presence of explosive or other hazardous material.
- TSA EDCTs will not be utilized to search/sweep an item that has been deemed suspicious.
- TSA EDCTs will not be utilized to search liquids, loose powders, or known/unknown hazardous material items.
- TSA EDCTs will not be utilized to search in dangerous/unsafe locations where EDCT injury is likely (e.g. in and around energized machinery or hazardous material, condemned areas, etc.).
- Once an EDCT has provided a final response, the Participant's Emergency Plan will be initiated.

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Explosives Magazine/Bunker Maintenance

- Ensure doors remain lubricated and move freely; hinges should be greased once a year or sooner if needed.
- Ensure magazines remain grounded at all times.
- Ensure magazines remain free of exterior and interior mold and grime.
- The land within twenty-five (25) feet of any magazine shall be kept clear of rubbish, dried grass and brush, leaves, dead trees and all live trees less than ten (10) feet high.
- The NEDCTP recommends thoroughly inspecting the exterior surfaces of the magazine semi-annually. When the rust starts to show signs of pitting, contact your NEDCTP representative for guidance and action.
- Marine-grade epoxy paint is recommended for painting of magazines.
- Any painting of magazines requires removal of all CETA and locks as well as covering of all magazine ventilation ducts and exterior light switches. Prior to the removal of the CETA and locks, the FCC or designee must be notified.
- Magazine floors shall be regularly swept, kept clean, dry, and free of grit, paper and rubbish. Brooms and other cleaning equipment must not have any spark-producing metal parts.
- Magazines shall remain free of insect and animal infestation. The NEDCTP must be notified of any infestation. A remediation plan will be provided by the NEDCTP on a case-by-case basis.
- All alterations to magazine configurations must be approved by the NEDCTP.
- Excessive warping or rotting of the interior wood lining must be reported immediately to the NEDCTP. A remediation plan will be provided by the NEDCTP on a case-by-case basis.
- All maintenance and repairs, exterior and interior, require the proper removal and storage of all explosive materials prior to performing the work. The magazine must be swept free of all repair debris prior to restoring CETA.

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- Explosives storage magazines must be inspected at least once every seven (7) days in accordance to ATF regulations and record it to determine whether there has been unauthorized entry or attempted entry into the magazines or unauthorized removal of the contents of the magazines. Attachment 9, CETA Sign In/Sign Out Log can be used to record these inspections.

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Corrective Action Plan (CAP)

- A Corrective Action Plan (CAP) is the document outlining the Canine Handler's written response to the Canine Training and Evaluation Section (CTES) Trip Report following a failed initial or recurrent evaluation.
- The CTES will submit a Trip Report outlining the canine team deficiencies of a failed initial or recurrent evaluation to the FCC. Upon receipt, the FCC will forward all Trip Reports to the appropriate Agency officials within three (3) business days.
- A written CAP must be submitted by the Participant on Agency letterhead within fifteen (15) calendar days of receipt describing the Handler's corrective actions to the FCC. The CAP must address each comment and recommendation as stated by the evaluators in their CTES Trip Report.
- The Participant shall address the CAP to:

Supervisory Air Marshal in Charge, Federal Air Marshal Service
OLE/FAMS, Canine Training and Evaluation Section
1320 Truemper Street, Building 9122
Lackland AFB, TX 78236

 - The Participant shall submit the signed copy to their respective FCC for distribution.
- Trip Reports and CAPs are considered Sensitive Security Information (SSI) and will be handled and protected accordingly by all recipients.

WARNING:

UTILIZATION CERTIFICATION FORM
AGENCY NAME

Month / Year	Salary	Overtime	Benefits	Total
Handler/Dog				\$ -
Handler/Dog				\$ -
Handler/Dog				\$ -
Handler/Dog				\$ -
Handler/Dog				\$ -
Handler/Dog				\$ -
Trainer				\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

I hereby certify that the salary, benefits, and overtime cost submitted herein are in direct support of the NEDCTP and that these TSA-certified canine teams were utilized at least 80% of their duty time in the Participant's TOS.

Name _____ Date _____

Title _____

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