

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

### **STATEMENT OF JOINT OBJECTIVES**

This document defines the responsibilities and conditions agreed to by XXXX (hereinafter referred to as the Participant) for participation in the Transportation Security Administration (TSA) National Explosives Detection Canine Team Program (NEDCTP), hereafter referred to as the "Program."

The authority to enter into this agreement is granted by 49 United States Code 106 (l)(6) and (m).

The Participant agrees to provide TSA-certified canine teams that will be available to respond to Airport/Station, 24 hours a day, 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, which 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 80% of their time in the transportation environment.

The TSA will provide partial financial reimbursement for a minimum of three (3) TSA-certified canine teams. The exact number of teams will be determined by each Participant with TSA concurrence. In situations in which a Participant/canine unit supports more than one transportation operations system/facility, the total number of teams eligible for partial reimbursement may exceed three.

Should the Participant or any of its canine team(s) fail to comply with the provisions outlined in this agreement, the Participant or affected canine team(s) may face removal from the Program.

### **TRANSPORTATION SECURITY ADMINISTRATION RESPONSIBILITIES**

1. The TSA will provide partial reimbursement to Participants. Refer to Attachment 2 of the Cooperative Agreement for specific approved reimbursement items. Other items not listed, but requested for reimbursement, will be addressed on a case-by-case basis.
2. The TSA will provide trained explosives detection canines to the Participant. It is understood that the TSA is granting an interest to the Participant to use these explosive detection canines as a desirable and necessary means for enhancing security measures at public Transportation Operating Systems (TOS). TSA-procured canines remain the property of the TSA. These canines are assigned to a TOS on a priority

basis, based upon national needs, as determined by the TSA. On a case-by-case basis, it may be necessary to reassign available TSA-procured canines to other TOS to meet national needs.

3. The TSA will train handlers assigned to the Program using the established TSA proficiency/certification standards. Training expenses covered by the TSA include tuition for required course(s), per diem, and transportation costs to and from the handler's duty station to the training location.

Upon initial entry into the Program, the TSA will provide:

- a. Single purpose (explosives detection only) TSA-procured/bred canines for handlers who have successfully completed the NEDCTP approved handler training course.
- b. Initial equipment consisting of a leash, choke chain, muzzle, canine reward, grooming brush and shipping crate.
- c. After successful completion of training, the cost of shipping a canine to its duty location, if required.
- d. On-site training mission for initial TSA certification (14 day training mission).

4. The NEDCTP will provide an annual on-site TSA certification for teams in accordance with Program evaluation guidelines. In the event a team fails the annual evaluation, a re-evaluation will normally follow within 120 days. Team(s) failing the re-evaluation will remain decertified until the next regularly scheduled evaluation cycle. Teams that fail the re-evaluation will be scheduled for a 10-day training mission normally within 120 days.

5. The NEDCTP will provide explosive training aids required for proficiency training on an annual basis. The NEDCTP will conduct regular inspections of training aids, storage containers and handling procedures. These inspections are performed to ensure appropriate procedures are being applied in accordance with the Program's Standard Operating Practices and Procedures (SOPP) to prevent cross contamination and to ensure the accountability of the training aids and the safety of those handling them.

6. The NEDCTP will provide two explosives magazines for the exclusive storage of TSA required canine explosive training aids. The magazines remain the property of the TSA. The magazines will be used solely by the Participant while in the Program. It is understood that the TSA is granting an interest to the Participant to use these magazines as intended and in accordance with the SOPP as a necessary means for enhancing security measures at TOS. When participation in the Program is terminated, the TSA will relocate the NEDCTP-provided explosives magazines.

7. The NEDCTP will assign Field Canine Coordinators (FCC) to each Participant who will be responsible for overseeing and evaluating the Participant's compliance with the conditions set forth in the SOJO and SOPP. It is the responsibility of the FCC's to assist their assigned Participants in interpreting their responsibilities as outlined in the SOJO and SOPP, and to offer their assistance in requests made to comply with the conditions set therein.

### **PARTICIPANT RESPONSIBILITIES:**

1. The Participant agrees to maintain a sufficient number of TSA-certified explosives detection canine teams (three-team minimum) to satisfy the responsibilities outlined in Paragraphs 2, 3 and 4 below.

2. The Participant will ensure that TSA-certified explosives detection canine teams are available to respond to the Participant TOS 24 hours a day, 7 days per week on an on-duty or off-duty on-call basis. The intent is to provide maximum coverage during peak operating hours, and to maintain the ability to promptly respond to threats that affect public safety or TOS.

3. The Participant will conduct proficiency training and other canine activities within view of the public to increase public awareness of TSA explosive detection canine teams and provide a noticeable deterrent to terrorist threats or criminal activities. The Participant will also ensure the presence of canine activity during both peak and non-peak hours. The Participant agrees that these TSA-certified explosives detection canine teams will be utilized at least 80% of their duty time, annually, in the transportation environment.

4. The Participant agrees to provide 25% of their duty cycle of each team's activities in a Cargo Environment searching cargo.

5. The Participant will ensure that a written plan exists that describes how on-call TSA certified explosives detection canine teams will respond to threat incidents at the designated TOS(s) within a maximum of 45 minutes. The plan will also allow TSA-certified explosives detection canine teams to assist another agency/entity in accordance with local mutual aid agreements. The plan must be made available to the TSA upon request. Under no circumstances will the Participant forfeit its own TOS responsibilities to assist another agency.

6. The Participant will provide handlers to meet Program requirements, including the mandatory initial handler training. The required retention period for all handlers in the Program is a minimum of three years. Failure to comply with the three-year retention period may result in the TSA pro-rating reimbursement costs of handler training. The TSA will give favorable consideration to evidence that the premature departure of the handler could not have been reasonably foreseen. Resolution of specific details on outstanding issues will be accomplished on a case-by-case basis.

7. The Participant will provide safe and sanitary kennel facilities for Program canines when kenneled at the TOS or the handlers' residence. These facilities must provide for the proper supervision, protection, and care of the canines, and under no circumstances may the canines be left unattended for extended periods of time or left in makeshift accommodations.

Kennel facilities require at a minimum:

- Adequate ventilation, cooling, heating, and sanitation systems.
- 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 24-hour period exceeds 75 adjusted decibels.
- Areas must be free of infestations of mosquitoes, ticks, rodents, other pests or parasites.

Kennel plans/designs shall be reviewed and approved by the Chief, NEDCTP prior to initiating purchase or construction. Attachment 3 of the Cooperative Agreement provides samples of kennel types.

8. While on leave, Temporary Duty (TDY), or extended absences, the handler must notify their respective FCC of their arrangements for the proper care and supervision of their canine. Options include boarding at the department's designated veterinarian, department-approved facility, or by another TSA certified canine handler. Requests by the handler to transport a TSA canine out of its general residence/jurisdictional area will be made in writing and assessed on a case-by-case basis by the respective FCC.

9. The Participant will ensure canines are transported on-duty and off-duty in vehicles configured with adequate temperature control, padding and screening to ensure proper health, safety and security of the canine. Attachment 4 of the Cooperative Agreement identifies minimum vehicle requirements.

10. The Participant will ensure that each canine team receives the necessary TSA-mandated proficiency training per week/duty cycle to maintain TSA certification standards, and that all training is documented. Proficiency training shall consist of multiple training scenarios per week/duty cycle, which will result in a minimum of sixty minutes of actual search (sniff) time. (Note: It is the TSA's position that significantly more than 60 minutes of search/sniff time per week/duty cycle is required to maintain canine proficiency, but at an absolute minimum, the TSA requires 60 minutes of search/sniff time per week/duty cycle per team.)

- a. Individual proficiency training requirements for each canine team shall be goal oriented and based on the educated and informed assessments made by the

unit's canine handlers, trainers and supervisors. Training scenarios shall vary in search times, to include minimum, moderate and extended searches, and must include but not be limited to all areas within their TOS.

- b. Proficiency training objectives and exercises should be based upon the handlers, trainers and supervisors intricate knowledge of each team's strengths, weaknesses, past problems and past evaluation results.
- c. Complete, detailed and accurate records must be maintained for all proficiency training conducted by each team. Training records must be entered into the CWS within 24-48 hours of completion, with the exception of training on aircraft. All aircraft training records should be entered into the K-9 Training Aid Reporting System (KTARS) module of the CWS within 2 hours following the end of the training activity, but no later than the end of the handler's shift. Instructions for accurately completing training records are located in the Program CWS.

11. The Participant will ensure that adequate routine and emergency veterinary care for all canines is provided. Routine care includes semi-annual examinations and scheduled immunizations. The Participant will also notify their FCC of all emergency care incidents. A first aid kit with emergency care items will be provided to each handler by the TSA to treat/stabilize their canine in the event of an emergency.

All canines diagnosed as being overweight will be placed on a weight management plan under the supervision of a licensed veterinarian. Attachment 5 of the Cooperative Agreement identifies general veterinary care requirements.

12. The Participant will ensure that TSA-certified explosives detection canine teams are available to participate in the initial certification, annually scheduled evaluations and re-evaluations (as necessary) in accordance with current Program evaluation guidelines. In the event of an emergency, the evaluation may be rescheduled. Failure to comply with this provision may result in the removal of the affected team(s) from the Program.

13. The Participant will ensure that if a TSA canine team fails an annual evaluation or training mission, a written corrective action plan will be formulated. This plan will address each comment/recommendation made by the evaluators in their written trip report and will be completed within 15 calendar days after receipt of the report. The action plan will be forwarded to the Chief, NEDCTP who will review the plan and send copies to the Chief, Support Branch; Area Canine Coordinator (ACC); and respective FCC.

14. The Participant will ensure that if a canine team fails two consecutive annual evaluations or training missions due to handler error or lack of required training, the handler will be permanently removed from the Program.

15. The Participant will ensure that any decertified canine team(s) responding to a threat or incident notifies the air carrier or airport operator, prior to the start of the search, that they are currently decertified.

16. Canine team Utilization records must be entered into the CWS within 24, but no later than 48 hours after the actual searches are completed. Instructions for accurately completing utilization records are located in the Program CWS.

17. The Participant will immediately notify their respective FCC if canine teams encounter training or operational problems. Participants are also encouraged to contact the NEDCTP Training and Evaluation Branch to discuss training problems or concerns.

18. The Participant will ensure TSA owned canines are not cross-trained, bred or disposed of. TSA maintains sole ownership of TSA-owned canines and on a case-by-case basis may transfer ownership, via retirement, to a Participant. Any Participant wishing to retire a TSA-owned canine must make appropriate requests in accordance with the requirements identified in Attachment 6 of the Cooperative Agreement. Final approval rests with the Chief, NEDCTP or his designee. In the event of a canine death, the NEDCTP must be notified in writing by a certificated veterinarian. This letter should be provided to the designated FCC for distribution to the appropriate NEDCTP branches.

19. The Participant will ensure locally-owned canines utilized in the Program are **not** cross-trained to detect other substances than those authorized by the NEDCTP. The NEDCTP does not encourage or support the use of patrol trained canines for use in explosives detection.

20. The Participant will immediately notify the NEDCTP, in writing, of their desire to terminate participation in the Program. Resolution of specific details on outstanding issues will be accomplished on a case-by-case basis.

21. The Participant is required to send one canine representative to the annual K-9 Program Review. This national meeting provides a unique opportunity to bring all TSA Participants together to discuss pertinent issues including training problems, solutions, techniques, veterinary updates, and other crucial information. Participants will be notified of the specific target audience in advance of the Program Review. Partial reimbursement for participation in the program review will be provided by the TSA.

22. The Participant will comply with all requirements for the proper storage, handling and transportation of all explosive training aids in accordance with the Program SOPP and Bureau of Alcohol, Tobacco and Firearms (BATF) requirements.

23. The Participant will ensure that a written departmental plan exists that outlines the procedures to be followed to adhere to the requirements of the Program SOPP. The plan must contain, at a minimum, the information listed in Attachment 7 of the Cooperative Agreement, and must be made available to the NEDCTP upon request.

24. The Participant will store only NEDCTP-provided and/or approved explosives in the TSA-provided explosives magazines. These NEDCTP provided explosives will be used solely by Participant teams in the Program. The Participant will store these NEDCTP provided explosives in the appropriate magazine as directed by the NEDCTP at the time of delivery of the explosives. No other substances or items may be stored in these magazines at any time. The Participant will comply with the current version of the Program SOPP. The NEDCTP may approve modifications to the magazine on a case-by-case basis.

25. The Participant will document the removal, use and return of explosive training aids used during training exercises, demonstrations, evaluations, or for any other reason. This document must contain, at a minimum, the information listed in the "NEDCTP Explosives Training Aid Sign In/Out Log" listed in Attachment 8 of the Cooperative Agreement. This information must be made available to the NEDCTP upon request.

### **INITIAL PLACEMENT/RELOCATION OF TSA EXPLOSIVE MAGAZINES**

1. The Participant will ensure that the site for the TSA-NEDCTP provided explosives magazines meets the requirements of Title 27, Code of Federal Regulations, Part 55, Commerce and Explosives, Bureau of Alcohol Tobacco and Firearms (BATF) Explosives Law and Regulations (BATF P 5400.7 [09/00]), and the Department of Treasury. The magazine site must be situated in accordance with BATF P 5400.7 [09/00], Table 55.218 and TSA NEDCTP Requirements set forth by your Airport Division, Airports District Office or applicable requirements of the individual TOS to accommodate 500 lbs. of high explosives. Preparation will include coordination with BATF to obtain site approval, site preparation and the unloading of magazines upon delivery.

2. The Participant will ensure that the TSA NEDCTP provided magazines are received onto an already constructed 23 x 9 foot concrete slab, six inches thick, resting on top of four inches of free draining material, and engineered according to site specific soil conditions to support the structure together with 24 hour ingress and egress.

3. The Participant will physically off load the explosives storage magazines from the shipping source. Once the Participant begins to physically off load the magazines, the Participant assumes responsibility for them.

4. The Participant may include local site preparation and installation costs in claims for reimbursement. The expense of providing additional security for the TSA NEDCTP provided explosives magazines (e.g., security fencing, solar powered motion sensing security lighting, etc.) may be approved by the NEDCTP for reimbursement on a case-by-case basis.

## **OTHER PROVISIONS:**

### **1. *Field Certification:***

The Participant may acquire its own locally procured canine(s). The NEDCTP will approve/disapprove requests for field certifications as appropriate. Requests must be received 60 days prior to the start of the annual evaluation. The following requirements must be satisfied to complete field certification of a locally procured canine:

- a. The handler must successfully complete the NEDCTP approved handler training course.
- b. The Participant must make a written request for “field certification” of its locally procured canine(s). If the request is approved, these team(s) will be included in the next regularly scheduled annual evaluation.
- c. Proficiency training records for the previous six (6) months must be submitted with the request.

### **2. *Loss/Decertification of Locally Procured Canine(s):***

If a locally procured canine fails to certify in two consecutive field certifications, the canine will no longer be eligible to participate in the TSA Program. The Participant has six months, from the time of the second consecutive field certification failure, to provide an acceptable locally procured canine as a replacement. If unable to do so, the Participant will be assigned a TSA-NEDCTP procured canine as the replacement in order to meet Program objectives. If the Participant/handler involved declines to accept a TSA-NEDCTP procured canine, they may be subject to removal from the Program. The Chief, NEDCTP will make final determinations on a case-by-case basis.

### **3. *Participant Requests for TSA-procured Canines:***

The TSA will strive in good faith to provide TSA-NEDCTP procured canines as quickly as possible depending on available resources and mission objectives.

### **4. *Requests for TSA- NEDCTP Certified Canine Team(s) Assistance in National, International, State or Local Matters:***

The Participant, TSA NEDCTP, state or local law enforcement agency may jointly determine that it is appropriate to use TSA NEDCTP certified canine teams to assist another agency/entity in the event of a critical local, state, national or international matter (*provided that such support would not diminish the ability of the Participant to respond at its own TOS*). The TSA NEDCTP will coordinate these requests. Participants and local TSA should have plans in place to address jurisdictional concerns in these matters. (Note: The requesting agency or entity will be responsible for reimbursing all associated expenses involved with this request to the Participant.)



**5. Explosives Training Aids - Contamination Quality Control:**

It is imperative that uniform standard quality control procedures, as outlined in the Program SOPP are adhered to when utilizing explosives training aids. This will ensure that the best possible contamination controls are exercised when conducting proficiency training.

**6. TSA Canine Team Response to Suspicious / Hazardous Items:**

TSA Explosive Detection Canine Teams will not be utilized to search items that have been identified as Suspicious and/or Hazardous - Refer to Attachment 9.

**7. TSA HQ Staff and Field Canine Coordinators:**

The Field Canine Coordinator serves as the primary point of contact for Participants. All written correspondence must be coordinated with the designated FCC prior to submission to other NEDCTP entities. Attachment 10 of the Cooperative Agreement identifies contact information for NEDCTP Program Staff.

Any new attachment(s) or significant changes to the current attachments will be accomplished through written modifications.

\_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Participating Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief, National Explosives Detection  
Canine Team Program

\_\_\_\_\_  
Date