

PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS** AGENDA ITEM SUMMARY

Meeting Date: Aug	just 25, 2020	[x]	Consent	[]	Regular
Department: Submitted By: Submitted For:			Ordinance Sheriff's Office Sheriff's Office		Public Hearing
		l.	EXECUTIVE	BRIEF	
Sheriff's Office, a	new 2020 TSA I gh December 31	NEDCT	P contract awa	rd in the amo	alf of the Palm Beach County unt of \$126,249 for the period amendment of \$126,249 in the
Administration (TS the costs of five National Explosive in the amount of	A) executed a r (5) Canine Tea s Detection Car \$126,249 for the	new cor ims at nine Tea ne perio	ntract with the I the Palm Bea am Program (Nod of July 1, 2	Palm Beach C ch Internation IEDCTP). Par 2020 through	curity, Transportation Security county Sheriff's Office to offset al Airport (PBIA) through the tial funding has been awarded December 31, 2020 with the offive years. Countywide (DC)
Administration aw infrastructures through Palm Beach Cour Beach International and therefore even	ards funds to I ough the Natior nty Sheriff's Off al Airport. The P ry reasonable m and travelers	aw enfo nal Expl ice is ro alm Be easure	orcement agent osives Detection esponsible for ach Internation PBSO can take	icies, to stren on Canine Te the overall sa al Airport coul e to ensure the	ecurity Transportation Security gthen and protect our critical am Program (NEDCTP). The afety and security of the Palm d be victim of a terrorist attack, e safety of the Contract number ssary. The Contract number
Attachments:					
2. 2020 TS	Amendment A NEDCTP OTA A Award Docum		act		
	=======================================		<i>[</i>	=========	=======================================
RECOMMENDED	BY:	IENT DI	RECTOR		7/20/2020 DATE
APPROVED BY:	<i>l</i>	Ma cou	LL NTY ADMINIS	TRATOR	8/11/2000 DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summa	ry of Fiscal Imp	act:				
Fiscal Years Capital Expenditures Operating Costs	2020 \$126,249	2021	2022	2023	2024	
External Revenues Program Income (County) In-Kind Match (County)	(\$126,249)					
Net Fiscal Impact	0					
# Additional FTE Positions (Cumulative)	0					
Is Item Included in Curre	ent Budget: Y	ES	NOX			
Budget Account No.: Fund		y <u>160</u> C	org <u>2380</u>	Object	<u></u>	
	Reporting Categ					
Does this item 1	nclude the	e use of l	rederal Fi	unds YES	SX NO_	
Homeland Security, Transportated with this awarequired		al positions a				
A. OFMB Fiscal and	-7130/200		A	ct Administrat	Molored 87	P/AE
B. Legal Sufficience Assistant	Sounty Attorney			/	.) ·	
C. Other Departme	nt Review:					
Dep	partment Directo	r				

This summary is not to be used as a basis for payment.

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET AMENDMENT

Page 1 of 1

FUND 1152 - Sheriff's Grants Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET		REMAINING BALANCE
Revenues								
Transportation Security	y Administration K-9 Program V							
160-2380-3129	Federal Grant - Other Public Safety	0	0	126,249	0	126,249		
	TOTAL REVENUES	9,042,900 _	\$11,857,780	\$126,249	\$0	11,984,029		
Expenditures								·
Transportation Security	y Administration K-9 Program V							
160-2380-9498	Transfer to Sheriff's Fund 1902	0	0	126,249	0	126,249		
	TOTAL EXPENDITURES	9,042,900	\$11,857,780	\$126,249	\$0	11,984,029		
			/					
Palm Beach County Sheriff's Office		Signatures		Date			By Board of County Co At Meeting of August	
INITIATING DEPARTMENT/DIVISION				7/20/2	<u>)</u> ω			
Administration/Budget Department Approval				/			Deputy Clerk to the Board of County Com	nissioners
OFMB Department - P	Posted				-			

OTHER TRANSACTION AGREEMENT Security Administration 1 **OTA NUMBER** REQUISITION NUMBER 70T02020T9NNCP464 2120200NCP864 Modification Number: NA **ISSUED TO** ISSUED BY Name & Address: PBI Name & Address: Kurt Allen, Contracting Officer County of Palm Beach Transportation Security Administration, 3228 Gun Club Road-West Palm Beach, Florida 33406-3001 Contracting & Procurement 601 S. 12th Hayes St. **EIN:** 59-6000789 **DUNS:** 182809921 Arlington, VA 20598-6025 Attn: Marta Rodriguez -Email: Kurt.Allen@tsa.dhs.gov Phone: -Phone: 571-459-3858 5 PROGRAM TITLE **Transportation Security Administration** National Explosives Detection Canine Team (NEDCTP) Program AWARD PERIODS FISCAL DATA Total Project Period: 7/1/2020 through 12/31/2020 Appropriation Account String(s): 5OS201A000D2020SWE075GE001017185900590CAN/590 3001114020000/4101/TSA DIRECT/DEF. TA: \$126,249.00 Funding Period of Performance: 07/01/2020 - 12/31/2020 Obligated: \$126,249.00 **PURPOSE** The purpose of this award is to establish an Other Transaction Agreement (OTA) for TSA National Explosives Detection Canine Team Program (NEDCTP) Activities/TSA Canine Services as outlined in the Agreement/SOJO between NEDCTP and the County of Palm Beach (PBI). Funding is provided through 31 December 2020 for five (5) deployed canine teams. **AUTHORIZED SIGNATURES** 9 IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers. NOT REQUIRED Kurt Allen 06/30/2020 Contracting Officer Signature Recipient's Signature Date Date NOT REQUIRED Kurt Allen, Contracting Officer Typed Name and Title Typed Name and Title

Transportation

CONFIDENTIAL

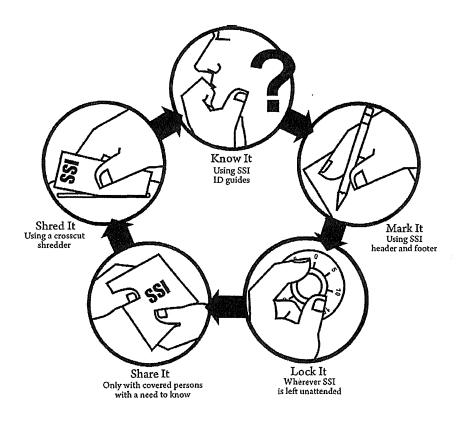
NOT SUBJECT TO PUBLIC RECORDS

DO NOT POST

DEPARTMENT OF HOMELAND SECURITY

SENSITIVE SECURITY INFORMATION

Cover Sheet



WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR part and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR 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 penalty or other action. For U.S. government agencies, public disclosure is governed by U.S.C. 552 and 49 CFR parts 15 and 1520.

Reference: 49 CFR § 1520.13, Marking SSI DHS Form 11054 (8/10)





OTHER TRANSACTION AGREEMENT

BETWEEN

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

AND

County of Palm Beach

REGARDING

TSA Certified Explosives Detection Canine Teams (EDCTs)

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

70T02020T9NNCP464

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ARTICLE I - PARTIES

This Other Transaction Agreement (hereinafter referred to as "Agreement" or "OTA") is entered into between the United States of America (hereinafter referred to as the "Government") Transportation Security Administration (hereinafter referred to as "TSA") and County of Palm Beach (hereinafter referred to as "Participant"). The TSA and the Participant agree to cooperate in good faith and to perform their respective obligations using their cooperative good faith efforts in executing the purpose of this Agreement.

(End of Article)

ARTICLE II - AUTHORITY

TSA and the Participant enter into this Agreement under the authority of the Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. 114(m), and 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

(End of Article)

ARTICLE III - INTRODUCTION, BACKGROUND, PURPOSE AND SCOPE

A. Introduction

The Security Operations (SO), Domestic Aviation Operations (DAO), National Explosives Detection Canine Team Program (NEDCTP) is a congressionally mandated program. The NEDCTP is a partnership between the TSA, aviation (airport, passenger, and cargo), mass transit, and maritime sectors, as well as, state and local law enforcement.

B. Background

The NEDCTP supports TSA's mission by preparing handlers, both federal (TSA-led teams) and nonfederal (state and local law enforcement-led teams), and canines to protect against terrorist attacks by deterring and detecting the introduction of explosives devices into the nation's transportation environment.

C. Purpose of this Agreement

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 (EDCT) that shall 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. The Participant may also be called upon to support National Special Security Events. EDCTs will conduct training and other canine activities within view of the public, thereby providing a visible deterrent towards potential

and actual terrorist threats and other criminal activity. The Participant agrees that these EDCTs shall be utilized at least eighty percent (80%) of their time in the transportation environment.

(End of Article)

ARTICLE IV – EFFECTIVE DATE AND TERM

The Agreement will have a one (1) year base funding period, beginning on the effective date of award. At the conclusion of the base funding period, TSA may at its sole discretion unilaterally provide four additional one (1) year funding periods, for a total of five (5) years. The TSA reserves the right to unilaterally fund the Agreements beyond this period.

(End of Article)

ARTICLE V - FUNDING AND LIMITATIONS

- A. The total five year estimated cost of the TSA share for the performance of this Agreement is \$1,136,250. The TSA share is calculated utilizing the current number of authorized EDCTs (maximum number of EDCTs that Participant has been approved for by the program) 5 at \$50,500 per team. Only funding (either full or partial) for the base year of performance is provided at the time of OTA award. Funding for remaining years will be provided via unilateral OTA modification.
- B. The level of funding available to each Participant is a function of the number of active handlers.
- C. An active handler is defined as a handler making progress toward operational capability (successful completion of RCTI-A or OE), is or has been certified and operational in the last forty-five (45) days, or is pending canine assignment or training from TSA. The Program may withhold funding for EDCTs that have been inactive for a minimum of forty-five (45) days.
- D. Once vacancies are filled by the Participant, funds may be added through an OTA Modification. Participants shall fill vacant spots no later than 90 days after a vacancy arises or team is out of service for more than 90 days. If this is not accomplished, funding will be withheld, reduced and/or reallocated.
- E. 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.
- F. 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.

(End of Article)

ARTICLE VI – AVAILABILITY OF FUNDS

The Government's obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this Agreement and until the Entity receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Article)

ARTICLE VII - OBLIGATION AND PAYMENTS

A. Obligation.

The Government's liability to make payments to the Awardee is limited to only those funds obligated under this Agreement or by amendment to the Agreement.

B. Limitation of Government Obligation.

The Government's share for full performance of this Agreement is \$1,136,250. Of this amount, only \$126,250 is allotted and currently available for payment. In no event is the Government obligated to reimburse the Entity for expenditures in excess of the total funds currently allotted by the Government. The Government anticipates that from time to time additional amounts will be allotted to this Agreement by unilateral modification, until the total Government share is fully funded. However, the Government cannot guarantee full funding.

The entities agree that if additional funds are not allotted, this Agreement may be terminated. The Entity is not obligated to continue performance or otherwise incur costs in excess of the amount then allotted by the Government to the Contracting Officer, plus the Entity's corresponding share (if any), until the Contracting Officer notifies the Entity in writing that the amount allotted by the Government to the Agreement is increased.

No Contracting Officer or employee of the Government may create or authorize an obligation in excess of the funds available, or in advance of appropriations (Anti-Deficiency Act, 31 U.S.C. § 1341), unless otherwise authorized by law.

(End of Article)

ARTICLE VIII - BILLING PROCEDURE AND PAYMENT

The United States Coast Guard Finance Center ("FINCEN") performs the payment function on behalf of the TSA. Registration in the System for Award Management (SAM) is mandatory for invoice payment. The Participant shall also update their information on an annual basis. For information regarding SAM, please refer to https://www.sam.gov/SAM/.

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 TSACanineFinance@tsa.dhs.gov email address with a copy to the Field Canine Coordinator (FCC).

The Participant invoice format is acceptable. However, the invoice shall, at a minimum, include the following:

- Agreement Number 70T02020T9NNCP464
- Invoice Date
- Invoice Number
- Name and Address of the Participant Requesting Fund Disbursement
- Point of Contact, with Address, Telephone, Fax and E-mail Contact Information
- Tax Identification Number

- Supporting Documentation to include Invoices or Other Documentation that Substantiates the Amount of Funds to be Disbursed by TSA
- Total Amount of Funds Requesting to be Disbursed by TSA
- Electronic Funds Transfer (EFT) Banking Information (If Applicable)
- Remittance Address
- Certification of Requestor, including the following language: This is to certify that the incurred costs billed were actually expended in furtherance of this Agreement, and we understand that intentional falsification of the information contained herein may result in civil and criminal penalties under applicable federal laws and/or regulations.
- Signature of Requestor's Authorized Representative with Date
- Name and Address of the Participant's facility

Reimbursement requests from the Participant shall follow these procedures:

- Detailed documentation must be attached for each reimbursement item requested, including receipts for the purchase of any items or services and payroll validation for each individual handler's salary, benefits and overtime expenses.
- A review of the submitted expenses will be conducted by the NEDCTP COR (as the technical representative for the TSA CO) and payment will be made when approved and sent to the United States Coast Guard (USCG) Finance Center (FINCEN) for payment processing.

Invoices must be received by TSACanineFinance@tsa.dhs.gov, with a copy to the FCC, for each month of the twelve (12) month funding period, regardless of the remaining funding balance. Meaning, even if all funds are exhausted, a reimbursement package shall be sent reflecting actual costs. This is to capture the actual costs incurred for future analysis and planning of program budgets. The Participant shall not request reimbursement, 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.

TSA will only reimburse for costs incurred in the applicable period designated within the current funding modification.

The final Request for Reimbursement must be received within ninety (90) days after the end of the applicable calendar year (CY) period (January – December) designated within the current funding modification.

Notwithstanding any other payment clause in this Agreement, the Government shall make invoice payments under the terms and conditions specified in this Article. Payment shall be considered made on the day the check is dated and deposited in the US mail, or an electronic funds transfer is completed. All days referred to in this clause are calendar days, unless otherwise specified.

(End of Article)

ARTICLE IX - AUDITS

TSA shall have the right to examine or audit relevant financial records for each Participant facility, while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after expiration or termination of the terms of this Agreement. For each facility, the Participant shall maintain: program records, technology maintenance records, and data associated with this program, or any part thereof, remains in force and effect, and for a period of three years after the expiration or termination of this Agreement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the "Disputes" provision in Article XIII regarding this Agreement shall be made available until such appeals are finally resolved.

As used in this provision, "records" includes books, documents and other data, regardless of type and regardless of whether such items are in written form, in the form of computer or other electronic data, or in any other form that relate to this program for each facility.

The Comptroller General of the United States shall also have access to, and the right to examine, any records involving transactions related to this Agreement.

This article shall not be construed to require the Participant, or its contractors or subcontractors who are associated with or engaged in activities relating to this OTA, 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 procedures.

SITE VISITS

Site Visits are a method to determine how well the NEDCTP reimbursement program is functioning and help to identify best practices, deficiencies, and mitigate issues for the betterment of the program. It is also TSA's goal to offer assistance to industry partners in optimizing program related goals. Modifications to site visits may occur to allow for remote site visits if TSA deems it operationally feasible. Communication will be made to the Participant should this occur. The TSA may require technical oversite of some procedural aspects to be provided by the Participant.

The Participant shall maintain all records to show that EDCTs spent eighty percent (80%) of their time in the Transportation Operating System (TOS) they are assigned to. The TSA CO or their authorized representative will have the right to examine those records and will inform the Participant. The right to examine will include inspection at the office(s) of the Participant.

Objectives for Participant site visits include:

- Reviewing roles and responsibilities
- Examining Participant current status
- Discuss Program Management Tools
- Provide operational oversight
- Enlist questions and comments from the Participant

During site visits, TSA personnel will:

- Review relevant financial records (to be defined prior to visit)
- Visit the Participant kennel facility
- Visit the Participant magazine site

Examine vehicles/property purchased with program funding.

(End of Article)

ARTICLE X – AUTHORIZED REPRESENTATIVES

The COR is responsible for the technical administration and liaison of this Agreement. The COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA. The Participant will inform the Contracting Officer in the event that the COR takes any action which is interpreted by the Participant as a change in scope or liability to either party.

The NEDCTP Branch Manager 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, will inform the TSA CO in the event that the PO, TSA Contracting Officer Representative (COR), or other TSA official takes any action which is interpreted by the Participant as a change in scope or liability to either party.

The contact information for TSA's representatives to the Agreement is listed below:

NEDCTP Branch Manager (Program Officer (PO))

Michael Gapinski, Branch Manager Transportation Security Administration **NEDCTP** 1900 Oracle Way, Suite 400 Reston, VA 20190

Phone: 703-487-0070

Email: Michael.Gapinski@tsa.dhs.gov

TSA Contracting Officer (CO)

Kurt Allen, Contracting Officer Transportation Security Administration Office of Contracting and Procurement 601 S. 12th Street Arlington, VA 20598-6025

Phone: 571-459-3858

Email: Kurt.Allen@tsa.dhs.gov

TSA Contracting Specialist (CS)

Janet Cariaga, Contracting Specialist Transportation Security Administration Office of Contracting and Procurement 601 S. 12th Street Arlington, VA 20598-6025

Phone: 571-227-1878

Email: Janet.Cariaga@tsa.dhs.gov

NEDCTP Contracting Officer Representative (COR)

Christina Koprivica, COR Transportation Security Administration **NEDCTP** 1900 Oracle Way, Suite 400 Reston, VA 20190

Phone: 703-487-0111

Email: TSACanineFinance@tsa.dhs.gov

NEDCTP Alternate Contracting Officer Representative (ACOR)

Russell Smith, Alternate COR Transportation Security Administration **NEDCTP** 1900 Oracle Way, Suite 400 Reston, VA 20190

Phone: 703-487-0039

Email: TSACanineFinance@tsa.dhs.gov

NEDCTP Field Canine Coordinator (FCC)

FCC Name: Stephen Therrien Phone: (202) 997-9664

Email: Stephen. Therrien@tsa.dhs.gov

(End of Article)

ARTICLE XI - LIMITATIONS ON LIABILITY

Subject to the provisions of Federal law, including the Federal Torts Claims Act, each party expressly agrees without exception or reservation that it shall be solely and exclusively liable for the acts or omissions of its own agents and/or employees and that neither party looks to the other to save or hold it harmless for the consequences of any act or omission on the part of one or more of its own agents or employees, subject to the same conditions provided above.

Participant has the affirmative duty to notify the TSA Contracting Officer in the event that Participant believes that any act or omission of a TSA agent or employee would increase Participant costs and cause the Participant to seek compensation from TSA beyond TSA's liability as stated in Article IV

(Responsibilities), or Article VI (Funding And Limitations). Claims against either party for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages not to exceed the aggregate outstanding amount of funding obligated under this Agreement at the time the dispute arises. If the Participant receives any communication which it interprets as instructions to change the work encompassed in this Agreement, or to incur costs not covered by funding obligated at that time, the Participant must not act on that communication, and must contact the Contracting Officer verbally and in writing immediately.

In no event shall either party be liable to the other for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

No third party shall assert any rights under this Agreement unless expressly provided herein.

(End of Article)

ARTICLE XII - DISPUTES

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of Participant. 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 Contracting Officer. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations, Participant may submit the dispute to the Deputy Assistant Administrator for Contracting and Procurement. If the decision of the Deputy Assistant Administrator for Contracting and Procurement is unsatisfactory, the decision may be appealed to the TSA Assistant Administrator for Contracting and Procurement. The parties agree that the TSA Assistant Administrator/Head of the Contracting Activity for Contracting and Procurement's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

(End of Article)

ARTICLE XIII – TERMINATION

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, by giving the other party at least thirty (30) days' prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations that might require payment.

(End of Article)

ARTICLE XIV - CHANGES AND/OR MODIFICATIONS

Changes or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and the authorized representative of Participant. The modification shall cite the subject provision to this Agreement and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. Reasonable administrative modifications such as changes in accounting lines, address changes, name of the TSA Contracting Officer, etc. may be issued unilaterally by TSA.

(End of Article)

ARTICLE XV – CONSTRUCTION OF THE AGREEMENT

This Agreement is issued under 49 U.S.C. §106 (l)(6) and §114(m) and is not a procurement contract, grant, cooperative agreement, or other financial assistance. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization. Both parties agree to provide their best efforts to achieve the objectives of this Agreement. The Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understanding, negotiations and discussions whether oral or written of the parties. Each party acknowledges that there are no exceptions taken or reserved under this Agreement.

(End of Article)

ARTICLE XVI – PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

A. RECORDS AND RELEASE OF INFORMATION

Pursuant to 49 U.S.C. § 114(r), Sensitive Security Information and Nondisclosure of Security Activities, Sensitive Security Information (SSI) is a category of sensitive but unclassified (SBU) information that must be protected because it is information that, if publicly released, would be detrimental to the security of transportation. Under 49 Code of Federal Regulations Part 1520.5(a), the SSI Regulation also provides additional reasons for protecting information as SSI beyond the condition that the release of the information would be detrimental to the security of transportation. SSI may not be disclosed except in accordance with the provisions of that rule.

Title 49 of the Code of Federal Regulations, Part 1520 defines the scope, categorization, handling requirements and disposition of information deemed SSI is the 49 C.F.R. Part 1520 (http://ecfr.gpoaccess.gov/). All members assigned to work under this Agreement are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive Security Information, and shall safeguard and handle any SSI in accordance with the policies and procedures outlined in 49 C.F.R. Part 1520, as well as the DHS and TSA policies and procedures for handling and safeguarding SSI. All members assigned to work under this Agreement must complete the TSA-mandated SSI Awareness Training

course prior to accessing SSI, and on an annual basis for the duration of the OTA or for the duration of the requester's need for access to SSI, whichever is later. The Agreement Holder shall place this requirement in all contracts, sub-contracts, joint venture agreements, and teaming agreements related to the performance of this agreement. For purposes of this OTA, the OTA Agreement holder (OTA Entity) would fall under the provision of 49 CFR § 1520.7(k): Each person employed by, contracted to, or acting for a covered person, including a grantee of DHS or DOT, and including a person formerly in such position.

Pursuant to 49 C.F.R. Part 1520.9(a)(3), the Agreement Holder must contact SSI@tsa.dhs.gov for guidance on handling requests to access to SSI (before using SSI materials) for any other purpose besides activities falling within the scope of the agreement by other persons, including requests from experts, consultants, and legal counsel ("requesters") hired by the Agreement Holder. The Agreement Holder shall include the Contracting Officer (CO) and Contracting Officer Representative (COR) as a carbon copy "cc" recipient of its contact to SSI@tsa.dhs.gov. The TSA SSI office must first make a determination as to whether the requesters are a "covered person" with a "need to know" under 49 C.F.R. Parts 1520.7 and 1520.11. Further recipients of SSI shall be provided NDAs, in accordance with these contract provisions, and with a copy of the SSI Quick Reference Guide for DHS Employees and Contractors.

(Non-Disclosure Agreements (NDAs). The Contracting Officer will provide the non-disclosure form (DHS Form 11000-6), as necessary, to the Agreement holder when circumstances warrant. NDAs are required to be signed by all OTA personnel when access to SSI is necessary for performance of the agreement. By signing the NDA, the recipient certifies in writing that they will take the necessary steps to prevent the unauthorized disclosure and use of information.

Breach. In accordance with 49 C.F.R. Part 1520.9(c), the Agreement holder agrees that in the event of any actual or suspected breach of SSI (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the Agreement holder shall immediately, and in no event later than one hour of discovery, report the breach to the Contracting Officer and the COR. The Agreement holder is responsible for positively verifying that notification is received and acknowledged by at least one of the foregoing Government officials.

B. Publicity and Dissemination of Agreement Information

The Agreement holder shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this Agreement without the prior written consent of the Contracting Officer. The Agreement holder shall submit any request for public release at least ten (10) business days in advance of the planned release. Under no circumstances shall the Agreement holder release any requested submittal prior to TSA approval.

Any material proposed to be published or distributed shall be submitted via email to the Contracting Officer. The Contracting Officer will follow the procedures in TSA Management Directives 1700.3 and 1700.4. The TSA Office of the Administrator retains the authority to deny publication authorization. Any conditions on the approval for release will be clearly described. Notice of disapproval will be accompanied by an explanation of the basis or bases for disapproval.

Any contact with or by a Media firm or personnel related to this Agreement and in accordance with the terms of this Agreement shall be referred to the Contracting Officer.

(End of Article)

ARTICLE XVII - ATTACHMENTS AND GENERAL PROVISIONS

A. The following are hereby incorporated in full:

Attachment 1: Statement of Joint Obligations (SOJO)

Attachment 2: Kennel Facilities

Routine Veterinary Care Attachment 3:

Attachment 4: Canine Retirement

Attachment 5: Explosive Detection Canine Team (EDCT) Response

Attachment 6: Explosives Magazine and Maintenance

Remedial Training Plan (RTP) Attachment 7:

Attachment 8: Participant Assessments and Evaluations

B. Required Program Forms

The following forms can be found on the Canine Website System (CWS) under Resources > Blank Forms

Administrative

- **NEDCTP** Kennel Inspection Report
- Retired Service Animal Hold-Harmless Agreement

Explosives

- TSA Form 1908, Canine Explosive Training Aid (CETA) Sign in Sign out Log
- TSA Form 434, Magazine Key Sign in Sign-out Log
- TSA Form 436, CETA and Magazine Key Field Transfer Record
- TSA Form 435 FCC Quarterly Key and Magazine Inventory
- TSA Monthly Magazine Inspection Check List

Finance

- Monthly Reimbursement Spreadsheet
- Utilization Certification Form
- C. The following are hereby incorporated into this Agreement by reference:
 - 1. 31 CFR 205 Rules and Procedures for Funds Transfers
 - 2. For-profit organizations are subject to the provisions of 48 CFR Part 31, "Contract Cost Practices and Procedures."

(End of Article)

ACRONYM LIST

Acronym	Definition
AA	Aggressive Assessment
ACOR	Alternate Contracting Officers Representative
ATFE	Alcohol, Tobacco, Firearms, and Explosives
ATLAS	Advanced Threat Local Allocation Strategy
CAT	Computerized Tomography Scan
CATS	Canine Accountable Training System
'CETA	Canine Explosive Training Aid
CETAM	Canine Explosive Training Aid Manual
CFR	Combined Federal Regulations
COR	Contracting Officer's Representative
CO	Contracting Officer
CTC	Canine Training Center
CTES	Canine Training Evaluation Section
CWS	Canine Website System
CY	Calendar Year
DOD	Department of Defense
DODMWDVS	Department of Defense Military Working Dog Veterinary Services
EDC	Explosive Detection Canine
EDCH	Explosive Detection Canine Handler
EDCT	Explosive Detection Canine Team
EDS	Explosive Detection System
ETD	Explosive Trace Detection
FBI	Federal Bureau of Investigation
FCC	Field Canine Coordinator
FINCEN	USCG Finance Center
FOIA	Freedom of Information Act
FSD	Federal Security Director
GAAP	Generally Accepted Accounting Practices
HME	Home Made Explosive
IED	Improvised Explosive Device
JBSA-L	Joint Base San Antonio-Lackland
KTARS	K9 Training Aid Reporting System
MM	Multi-Modal
NEDCTP	National Explosive Detection Canine Team Program
OA	Operational Assessment
OD	Operational Development
OTA	Other Transaction Agreement
PC&B	Payroll, Compensation, and Benefits
PL	Public Law
PO	Program Officer
POC	Point of Contact
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PSC People/Passenger Screening Canine

PUB Publication

RCTI Regional Canine Training Instructor

RCTI-A Regional Canine Training Instructor- Assessment

RTP Remedial Training Plan

System for Award Management SAM Supervisory Federal Air Marshal **SFAM** Statement of Joint Obligations SOJO Sensitive Security Information SSI

Temporary Duty **TDY**

Transportation Operating System TOS TSA Transportation Security Administration

USC United States Code

USCG United States Coast Guard

VIPR Visible Intermodal Prevention and Response

End of Agreement 70T02020T9NNCP464

ATTACHMENT 1 STATEMENT OF JOINT OBLIGATIONS (SOJO)

TRANSPORTATION SECURITY ADMINISTRATION NATIONAL EXPLOSIVES DETECTION CANINE TEAM PROGRAM

I. INTRODUCTION

This document defines the responsibilities and conditions agreed to by County of Palm Beach (hereinafter referred to as the *Participant*) for participation in the Transportation Security Administration (TSA) National Explosives Detection Canine Team Program (NEDCTP). Any future references to the Canine Training Instructor (CTI) should be considered synonymous with current FCC and RCTI personnel.

The Participant 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. The Participant also agrees to maintain assigned TSA-certified canine EDCTs that shall be available to work within the transportation systems under the jurisdiction of the Participant, twentyfour (24) hours a day, seven (7) days per week, with the intent to provide maximum coverage during peak operating hours. EDCTs shall conduct frequent canine activities within view of the public, thereby providing a noticeable visible deterrent to terrorist threats and other criminal activity. The Participant agrees that operational EDCTs shall be utilized at least eighty percent (80%) of on duty time in the Participant's TOS.

The TSA will provide trained canines in a timely manner, 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 shall 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 handlers 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

A Participant will receive a written Warning Notice from the Headquarters Canine Coordinator (HQCC) indicating that they have failed to comply with performance requirements as outlined in the SOJO. The Participant shall have thirty (30) days to respond 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 Manager 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 shall 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 NEDCTP requirements.

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

II. TRANSPORTATION SECURITY ADMINISTRATION RESPONSIBILITIES

- A. The TSA will provide partial financial reimbursement for active handlers in the amount of \$50,500, per EDCT, as set forth by this Agreement.
- B. A minimum of three (3) EDCTs are required for participation in the program.
- C. The TSA will provide the Participant with a canine, as well as, explosives detection training for the canine and handler. It is understood that the TSA is allowing the Participant to utilize these Explosive Detection Canines (EDC) 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.
- D. The TSA will provide appropriate explosives storage magazines and keyed locks exclusively for the storage of TSA Canine Explosive Training Aids (CETA). The magazines, locks, keys and CETA 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.
- E. The Participant and FCC will jointly conduct a monthly magazine inspection. The form, Magazine Inspection Checklist outlined in the Canine Explosive Training Aid Manual (CETAM) and located in the Canine Web Site (CWS), shall be completed for each inspection. The Magazine Inspection Checklist shall be maintained in CWS by the FCC.
- F. When a Participant leaves the NEDCTP, the TSA will take possession of the TSA-provided explosives magazines, locks, keys and CETA. The TSA requires, at a minimum, ninety (90) days advance notice, to arrange for the removal of the explosives magazine and CETA.
- G. 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.
- H. 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.
- I. FCCs will be assigned to be responsible for overseeing and evaluating the Participant's compliance with the conditions set forth in the SOJO and CETAM through monthly reporting, quarterly

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reports, annual comprehensive assessments and general oversight. It is the responsibility of the FCC to assist their assigned Participant in understanding the responsibilities as outlined in the SOJO and CETAM, and to offer their assistance with requests to comply with the conditions set herein.

- J. If the canine arrives at the duty station with medical issues, or if it appears that handler negligence has attributed to the canine's medical/health related issues, the FCC and the HQCC will review the medical history of the canine and forward a status/recommendation to the NEDCTP Branch Manager.
- K. The NEDCTP Incident Review Process will review all incidents involving TSA canines/assets. The NEDCTP Branch Manager may permanently remove a handler from the program if the NEDCTP determines that a canine handler has:
 - 1. Been non-compliant in their duties, resulting in a canine induced injury to any party,
 - 2. Lost CETA,
 - 3. Failed to adhere to NEDCTP policies, procedures or instructions resulting in the loss of physical accountability, and/or physical abuse of their canine.

III. PARTICIPANT RESPONSIBILITIES

A. General

- 1. The Participant agrees to maintain a minimum of three (3) EDCTs.
- 2. The Participant shall provide handler candidates to attend the TSA CTC training. The required retention period for all Participant handlers in the NEDCTP is a minimum of three (3) years from CTC graduation. 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 a Participant's handler departs the NEDCTP, the Participant shall have ninety (90) days from the date the handler resigns 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 timeframe, the Participant shall forfeit all remaining funds associated with that position. On a case-by-case basis, the NEDCTP Branch Manager will have the option of granting an extension to this process based on any extenuating circumstances and/or justifications provided by the Participant.
- 4. Participant request for asset allocation increase or decrease must be submitted to the NEDCTP Branch Manager 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. An EDCT that is out of service for thirty-one (31) or more consecutive days will be operationally deactivated until a successful Operational Assessment (OA) is conducted by the Regional Canine Training Instructor (RCTI). If the EDCT is unsuccessful during the OA, then

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it will be administratively decertified. At the request of the Participant, the NEDCTP may conduct an OA to determine the operational status of an EDCT. An EDCT that has been operationally deactivated may not be utilized for any explosives detection operations. An EDCT that has been operationally deactivated may be utilized for visible deterrence and proficiency training until the OA has been completed. During an administratively decertified period the EDCT shall focus on training, to include targeting any deficiencies that would prevent the EDCT from successfully identifying explosives odor. Administrative Decertification is a joint process that requires both CTC and the NEDCTP to concur with the action (CTC being the certification authority) based on the issues or circumstances identified with the EDCT. CTC will issue the Administratively Decertified status. In order for an EDCT to regain certification, the Participant shall request a formal CTC Evaluation which the EDCT must then pass.

- 6. Any EDCT that is inactive/non-operational in excess of thirty-one (31) days will require written notification to the FCC as soon as possible. Extended leave may be due, but not limited to, illness, military service, disability or unplanned administrative leave imposed by the law enforcement agency/Participant. The Participant shall include in this notification, a statement defining the daily care and maintenance of the canine, as well as, maintaining canine proficiency standards. If the scheduled or unscheduled extended leave exceeds sixty (60) days; a TSA owned canine may be subject to removal from the Participant following a case review by the NEDCTP.
- 7. The FCC serves as the primary TSA Point of Contact (POC) for Participants. The Participant must immediately notify their FCC, or designee, of all incidents involving a TSA canine. Such incidents include, but are not limited to, the following:
 - a. A canine induced injury to any party (actual or alleged);
 - b. Missing or lost canines;
 - c. Injured canines;
 - d. Canine deaths;
 - e. Canine fights with other government or civilian animals;
 - f. Damaged property;
 - g. Lost, stolen, damaged, or loss of control, regardless of time period, CETA and/or magazine keys;
 - h. Final canine responses;
 - i. Canine medical emergencies;
 - j. Canine abuse (alleged or actual);
 - k. Handler negligence (alleged or actual);
 - 1. Aggressive canine behavior; and,
 - m. Other significant canine incidents: bomb threats, incident that attracts public and/or media attention, TOS evacuation (airport terminal), etc.

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B. Reimbursements

- 1. The Participant shall be responsible for all expenses incurred in cases where the Participant's canine team(s) assisted in a state and local event unless they meet the TSA guidelines for reimbursement.
- 2. Any requests for reimbursements not listed herein will be reviewed on a case-by-case basis with the FCC and COR prior to purchasing the items. NEDCTP recommends an email be sent to the FCC and <u>TSAcaninefinance@tsa.dhs.gov</u> for review and approval.
- 3. All vehicle reimbursement requests, new and replacement require written pre-approval by TSA.
- 4. The Participant shall submit a reimbursement package detailing the subject month's expenses even if the Participant has no funds remaining under this Agreement. Receipts and other documents must be annotated to clearly explain how the items are in support of the program and attributing expenditures to specific EDCTs.
- 5. Items submitted for reimbursement are not to exceed the current Calendar Year (CY) approved level of funding. All costs incurred over and above the level of funding will be the responsibility of the Participant.
- 6. Receipts for reimbursement must be clear and legible, indicate the handler's name/ canine, what each item is, and how it supports the canine program. Each reimbursable item must also be attributed to each EDCT (handler and canine).
- 7. <u>Handler's Salaries</u>: include Payroll Compensation & Benefits (PC&B) and overtime. Handler's salaries during CTC training are reimbursable, provided funds are available. Essential gear for the canine incurred during CTC training are reimbursable.
- 8. Handler/Trainer uniforms and laundering
- 9. <u>Trainer Salaries:</u> time contributed in direct correlation to the training of TSA EDCTs include PC&B and overtime.
- 10. <u>Canine Expenses</u>: each team shall be allocated, at a minimum, essential gear, as part of the team allocation for each calendar year. These items will be reimbursable by NEDCTP, if Participant funds are available.
- 11. Operational Canine Team Supplies (examples, not limited to the following):
 - a. Canine reward as issued by the CTC or authorized by the RCTI
 - b. Choke chain/collar/harness (stainless steel)
 - c. Smoke pen and replacement wicks
 - d. Grooming supplies (at a minimum, Brush, shampoo, comb, flea spray)
 - e. Two water bowls and one feeding bowl
 - f. Muzzle
 - g. Two leashes, long and short leads (nylon or leather)
 - h. Canine bed, or mat
 - i. One crate (provided by CTC)

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- j. Canine harness and collar identification (K9 Police Badge/Shield) and shall clearly display the "Do Not Pet" signage on each side.
- k. Canine first-aid kit
- 12. Canine Care: food, veterinary care and medication
- 13. Kenneling: Home and Airport Facilities: The following GSA advantage web link provides an example of the minimum requirements for a home kennel: https://www.gsaadvantage.gov/advantage/catalog/product_detail.do?gsin=11000022634662
- 14. Office Equipment and Furniture: to use in Administrative/support areas for use by canine handlers and supervisors.
- 15. Vehicles (new): preapproval is required. A letter on agency letterhead must be sent to the NEDCTP Branch Manager prior for approval to purchase.
- 16. Vehicles (replacement): Preapproval is required and the disposition of vehicles must be noted in a letter on agency letterhead and sent to the NEDCTP Branch Manager prior to purchase.

Vehicle Equipment

- 1. Heat warning alarm system
- 2. Window tinting
- 3. Maintenance
- 4. Kennel

Explosive Storage/Transportation

- 1. Vehicle "Type 3 Magazine / Day Box"
- 2. Transport trailers
- 3. Magazine site preparation, installation and maintenance
- 4. Additional security measures for magazine area

Training Equipment

- 1. Camera
- 2. Luggage

Communication Media

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

Conditional Reimbursement

1. An email to receive preapproval must be sent to TSACaninefinance@tsa.dhs.gov

- 2. Reimbursement for a locally procured canine may be approved only after the canine has successfully completed a CTC administered field certification.
- 3. Reimbursement for travel expenses for handlers, trainers, and unit supervisors relating to specific EDCT activities requires program approval.
- 4. The Participant shall utilize program funds, if available, to pay for the canine veterinary bills when the return to duty status of the canine is unknown or the prognosis indicates retirement following the procedure. An email reporting the status of the canine shall be sent to the FCC, with a copy to <u>TSAcaninefinance@tsa.dhs.gov</u>

Non-Reimbursable Expenses

Listed below are items and categories of items that are not authorized for reimbursement. This is not an exclusive list. If the Participant has questions regarding whether something is reimbursable, please send an e-mail to TSAcaninefinance@tsa.dhs.gov and we will provide a preauthorization or disapproval of the requested item(s).

- 1. Weapons (including Taser-type)
- 2. Weapon accessories (safes, gun locks, gun racks, sights etc.)
- 3. Ammunition magazines for weapons
- 4. Ammunition
- 5. Weapons training

C. Canine Care

- 1. The Participant shall 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 shall administer medication as directed by their veterinarian professional and follow all health related guidance. The participant shall ensure all EDCTs have a 24/7 plan to attain emergency veterinary care services in case of an emergency with the canine (See Attachment 3).
- 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 shall be made through the TSA Canine Training Center (CTC) point of contact (POC). CTC may then direct the participant to a DoD regional facility. If a medical emergency arises with a canine, the Participant shall immediately notify their FCC.
- 3. All requests for any arrangement for the care and supervision of the canine by someone other than the assigned handler shall be made to the assigned FCC. Reasons for alternate supervision may include, but are not limited to: leave, temporary duty (TDY, without canine), or extended absences. After consultation with the handler's immediate supervisor, the FCC will make a determination to approve or deny the request. Requests by the handler to transport a TSA canine out of the general residence/jurisdictional area shall be submitted in writing, by the immediate supervisor, and evaluated on a case-by-case basis by the assigned FCC. The Participant shall

ensure canine primary living accommodations are at the handler's residence. Participants shall conduct regular safety, sanitary and security inspections of the canine living conditions at the handler's residence.

- 4. Upon completion of the initial and annual kennel inspections, the Participant shall submit to the FCC a signed Kennel Safety Checklist. The NEDCTP may request kennel safety inspections, at any time, to ensure compliance with program guidelines.
- 5. All TSA provided canines are property of the U.S. Government until the canines are officially retired. If a canine is found to have any medical or health related issues attributed to a handler's negligence in providing adequate care, the FCC and the HQCC will review the medical history of the canine and forward a status or recommendation to the NEDCTP Branch Manager. After discussion with the handler's immediate supervisor the canine may be immediately removed and the NEDCTP Branch Manager may request that the handler be permanently removed from the program. Such issues include, but are not limited to food, water, shelter, medical examinations, medication, vaccinations and any other items associated with the routine or preventive care of a canine.
- 6. The Participant shall 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 handler to monitor the health and welfare of the canine at all times.
- 7. The Participant shall ensure adequate operational canine related supplies are provided at no cost to the handler.
- 8. In the best interest of the canine's health and well-being, the Participant shall utilize program funds, if available, to pay for the canine veterinary bills when the return to duty status of the canine is unknown or the prognosis indicates retirement following the procedure. An email reporting the status of the canine shall be sent to the FCC, with a copy to TSAcaninefinance@tsa.dhs.gov.
- 9. The assigned EDCH is always responsible for the health, safety and control of the TSA provided EDC. Handlers shall maintain positive control of the canine at all times.
- 10. The Participant shall maintain digital photos for each canine. These photos must include a front view and a side view/profile of the canine. These pictures shall be updated annually. The Participant shall upload these digital photos to the profile on CWS.

D. Canine Assignment/Chagas

- 1. The Canine Training Center (CTC) considers a number of factors when assigning an EDC to an EDCH
- Each canine is assessed by the Department of Defense Military Working Dog Veterinary Services (DODMWDVS) to ensure the canine is viable to the program. This assessment ensures that each canine meets or exceeds standards prior to being accepted from a vendor and/or released for deployment.

- 3. DODMWDVS issued a Memorandum for the NEDCTP in June 2017 providing recommendations on canines that test positive for T. cruzi (Chagas) recommending that "all asymptomatic seropositive T. cruzi dogs remain in training and working status". At this time, no other disease related issues have arisen where canine acceptance has been questioned, however, once DODMWDVS has deemed the canine viable, that ruling shall be considered indisputable.
- 4. Failure to accept a canine that CTC has determined to be a serviceable working dog may result in removal from the program. All circumstances surrounding the declination of the Chagas canine will be taken under consideration by NEDCTP Branch Manager.

E. Canine Retirement

- 1. Canines may be retired to an EDCH or another willing individual based on medical condition, performance issues, or cost effectiveness as determined by TSA. A cost effective retirement is defined as a determination made by the NEDCTP that the return on the investment does not justify any reassignment of the canine.
 - The retirement or separation of an EDCH is not considered when determining the continued suitability of an EDC for service. An EDC's age alone is not justification for canine retirement.
 - The Participant shall make a written request to the NEDCTP Branch Manager, or designee, to retire a canine no more than 60 days from the requested effective date.
- 2. A request to retire a TSA-owned canine and transfer ownership must be submitted in writing. The retirement package must be submitted to the FCC for routing to the NEDCTP Branch Manager, or designee. The package will consist of three parts:
 - a. The official retirement request on Participant letterhead addressed to the NEDCTP Branch Manager.
 - b. A complete and signed copy of the applicable hold harmless agreement.
 - For previous or current canine handlers in the NEDCTP, TSA Form 296, Retired Service Animal Hold-Harmless Agreement
 - For all others, Release of Liability and Hold Harmless Agreement for Retired Service Animals
 - c. Supporting Documentation:
 - Medical retirements must be accompanied by supporting documentation from the attending veterinarian. A copy of all medical records shall be provided to the FCC who will then forward them to the CTC. The CTC utilizes these records for research to perform studies and trend analyses of all TSA owned canines.
 - Performance related retirements must have documentation which indicates the FCC and RCTI have assessed the canine and concur that the performance issues cannot be
 - The CTC must concur on the cost effective retirement.

- The NEDCTP Branch Manager, or designee, may require additional supporting documentation when adjudicating requests for retirement for any cause.
- 3. The opportunity to adopt the canine will be provided in the following order to individuals that have a request on file:
 - a. The EDCH to whom the canine is assigned at the time of eligibility;
 - b. Prior military handlers ranked in order of request, oldest to newest;
 - c. A former EDCH who the canine was previously assigned; and then;
 - d. Other interested parties as approved by the NEDCTP Branch Manager.
- 4. All EDC retirements shall be based upon a final determination by NEDCTP as to the canine's suitability for continued service. Upon approved retirement of any TSA-issued EDC, the EDC recipient, or other party, must not receive remuneration from any activity involving the retired EDC. Once an EDC is adopted the canine cannot be given or sold to any individual. Custody must remain with recipient identified in TSA Form 296, Retired Service Animal Hold-Harmless Agreement or Release of Liability and Hold Harmless Agreement for Retired Service Animals.
- 5. In the Retirement Request the Participant shall state if they intend to fill the vacant slot (and so are requesting a replacement canine), or if they intend to return the slot to the NEDCTP for reallocation.
- 6. TSA-owned canine that is not adopted upon determination of eligibility shall be returned to the CTC.

F. Missing/Lost Canine

- 1. Upon the discovery of a lost or missing EDC, the Participant shall immediately notify the FCC. The Participant shall conduct an intensive search of the adjacent area with available personnel.
- 2. The use of media outlets, local animal control shelters, vet clinics, social media, etc. may be used as resources in relaying information to the public and gaining assistance in the search/recovery for the canine. The FCC shall be notified if information is released to the media.
- 3. A veterinary examination shall be conducted immediately after locating the lost/missing EDC.

G. Death of a Canine

- 1. Upon the recommendation of a veterinary doctor, the Participant shall immediately notify the FCC prior to euthanizing a canine. This is for notification purposes only and not for an approval. The Participant shall notify the FCC if a TSA replacement canine is required, or if the Participant plans to provide a locally procured canine.
- 2. Once the FCC is notified of the death of an active TSA-owned canine, the information included shall indicate if the canine passed away or was euthanized. The notification shall also include a plan for the remains of the canine. This plan requires review and approval from the HQCC. The initial notification shall be 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 shall be provided by the Participant on their official letterhead to the NEDCTP Branch Manager with a copy to the HQCC and FCC within ten (10) calendar days following the canine's death. TSA reserves the right to request a necropsy and a copy of the deceased canine's original medical records be forwarded to the FCC.

3. If a necropsy is requested in a canine death, the handler involved shall not be provided a new canine until results of the inquiry are reviewed by the NEDCTP Branch Manager and the incident review process is complete. If the canine dies in active duty status, a copy of all medical records shall be provided to the FCC who will then forward them to the CTC. The CTC utilizes these records for research to perform studies and trend analyses of all TSA owned canines.

H. Aggressive Assessment

Any time an EDC is involved in an incident of aggression, an Aggressive Assessment (AA) shall be conducted by the RCTI as soon as possible.

- 1. Pending the outcome of the AA, the EDCT is prohibited from all utilization and training activity.
- 2. Depending on the circumstances, kenneling of the EDC may be warranted.
- 3. A request for an exception to allow the EDCT to conduct utilization and/or training may be made through the FCC and the HQCC to the TSA NEDCTP Canine Operations Section.

I. Utilization and Training

- 1. The Participant shall ensure that at minimum, there will always be at least one (1) EDCT available to respond to the Participant TOS twenty-four (24) hours a day, seven (7) days per week. The Participant shall 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 shall describe how TSA-certified EDCTs will respond to threat incidents at the designated TOS(s) within forty-five (45) minutes of incident notification. Upon request, the Participant shall 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 shall be certified by the Participant through the Utilization Certification Form submitted monthly to the NEDCTP as part of the reimbursement package.
- 2. The Participant shall make every effort to ensure an adequate number of EDCTs are on-duty at the TOS during peak operational hours. The Participant shall meet with the FCC and the local FSD on a routine basis to discuss peak operational hours and deployments.
- 3. EDCTs shall conduct canine activities within the view of the public, thereby providing a noticeable visible deterrent to terrorist threats and other criminal activity.
- 4. If EDCTs encounter training, performance, or operational issues, the Participant shall immediately notify their FCC and RCTI.
- 5. The Participant shall provide the FCC and local FSD with a copy of any currently active local mutual aid agreements. The Participant may only use TSA-certified EDCTs to assist in a

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- mutual aid agreement in accordance with NEDCTP guidelines. The Participant shall be required to fulfill all of its OTA obligations when assisting another agency.
- 6. Only the following approved cargo configurations may be screened by TSA-certified EDCTs 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).
- 7. EDCTs shall not be utilized to search items that have been identified as suspicious and/or hazardous.
- 8. If an EDCT is pending operational transition assessment, is decertified, administratively decertified, operationally deactivated, locally deactivated or pending certification, the Participant shall ensure the EDCT does 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 shall consist of public visibility and training.
- 9. If an EDCT is in a decertified, administratively decertified, operationally deactivated, locally deactivated or pending certification status, and provides a final response while conducting public visibility utilization activities, local resolution procedures shall be followed.
- 10. If any explosive detection canine, TSA or other, provides a final response, the Participant shall not utilize any canine team to resolve (confirm/negate) the final response of the initial canine team. No EDCT shall be used to resolve an alarm or further screen a suspicious person or object.
- 11. The Participant agrees to follow the NEDCTP swab sampling procedures in accordance with the Sample Collection Procedures for K9 Final Responses Form. The current K9 Final Response sample collection procedures briefing and sample collection form are both found within the Program Management section of CWS. This procedure is intended for the collection of samples taken from items of interest resulting in an unresolved final response from an EDCT 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 EDCTs to assist in a state or local event. In such instances, the NEDCTP will require that all program guidelines are followed. The Participant shall still be required to meet all OTA obligations when assisting with state and local events.
- 13. The Participant shall make every effort to support TSA operations with EDCTs when requested by an official representative of the TSA (e.g., Advanced Threat Local Allocation Strategy (ATLAS), Visible Intermodal Prevention and Response (VIPR) and National Special Security Events (NSSE)). The Participant shall continue to meet all OTA obligations when assisting with such requests.
- 14. Alternate screening protocols may be applied during exigent circumstances in lieu of standard screening protocols, as approved by the FSD.
- 15. Utilization records must be entered into the TSA Canine Website System (CWS) within seventy-two (72) hours after the actual searches are completed. Instructions for accurately

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- completing utilization records are located in the CWS. All utilization resulting in a final response or significant incident (i.e. bomb threat response) must be entered into CWS promptly following the incident, but no later than the end of the handler's shift.
- 16. Participant handlers receive CWS log in and password information upon arrival at the Canine Training Center (CTC) during the Explosion Detection Canine (EDC) training.
- 17. The Participant shall submit the Utilization Certification Form with their monthly reimbursement request. The Utilization Certification Form shall include all EDCTs working for the Participant each month. This form must be signed by the Participant or their designee certifying that the TSA certified Explosives Detection Canine Team (EDCT) were utilized at least eighty percent (80%) of their time in the Participant's TOS.
- 18. Training records shall be entered into the CWS within seventy-two (72) hours after the actual training has been completed. The Participant shall ensure each EDCT receives proficiency training to maintain TSA certification standards. Participant proficiency training shall adhere to the current NEDCTP Canine Accountable Training System (CATS) standards. Handlers shall regularly expose their assigned canine to each TSA provided CETA and participate in FCC, and RCTI, 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.
- 19. Training objectives and exercises should be based upon the handlers', trainers' and supervisors' unique knowledge of each EDCT's strengths, weaknesses, past problems, and past evaluation results. Individual proficiency training requirements for each EDCT 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.
- 20. In certain situations, an EDCT may be locally deactivated based on identified deficiencies. In such circumstances, although the EDCT has not lost their CTC certified status, they are prohibited from conducting utilization activity, other than public visibility until the identified deficiencies are corrected. In order for the EDCT to return to conducting utilization activity the EDC shall pass an RCTI-A.
- 21. 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.
- 22. All aircraft tail numbers and maritime/mass transit identifiers must be entered into the CWS and the K9 Training Aid Reporting System (KTARS) module within two (2) hours of the training scenario completion, but no later than the end of the shift in which a CETA was utilized.

J. Evaluations

- 1. The CTC will provide evaluations for TSA certification in accordance with the CTC Guidelines. CTC certification guidelines are available for review in the CWS (See Attachment 8 for a list of all training, evaluations, assessment definitions and requirements).
- 2. All EDCTs shall demonstrate their proficiency on an annual basis through an evaluation scheduled by CTC. EDCTs that are unavailable to participate during the designated 12-month period are expected to make themselves available as soon as possible.
- 3. TSA certifications expire at fourteen (14) months from the last certification date. Once the certification expires, the EDCT will be administratively decertified. Administrative decertification is a non-punitive action. If a recurrent or remedial evaluation fails to take place within the fourteen (14) month time period due to the inability of the NEDCTP to conduct such an evaluation, CTC will make the final determination on the retention of the EDCTs' certification. The NEDCTP, in coordination with CTC, will send 'Non-Compliance' notices to the handler and Participant management representatives at the following intervals:
 - a. An EDCT exceeds the twelve (12) month period,
 - b. The point at which time the certification expires (administrative decertification).
 - c. Any EDCTs that fails to pass a Recurrent Evaluation within fourteen (14) months (of a previously passed CTC administered evaluation) is subject to immediate administrative decertification.
 - d. 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 window provided shall be within ninety (90) calendar days of the day of declination, and shall not exceed fourteen (14) months past the previous evaluation. If the reasoning behind declining a recurrent evaluation is due to proficiency related issues, the EDCT shall be administratively decertified.
- 4. If an EDCT fails an evaluation, a written Remedial Training Plan (RTP) must be submitted by the Participant along with guidance from the RCTI, addressing all deficiencies noted in the Trip Report. The RTP must be submitted to the FCC within fifteen (15) calendar days after receipt of the recurrent evaluation/initial evaluation CTES Trip Report (See Attachment 7).
- 5. An EDCT who fails an assessment/evaluation will be Deactivated and provided a second assessment/evaluation. A second failure results in a Decertified status in CWS and the EDCH may be removed from the NEDCTP. The final decision will be made by the NEDCTP Branch Manager or the Branch Manager's designee.
- 6. 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 CTC field certification of its non TSA canine(s). If the request is approved, this EDCT will be included in the next regularly scheduled Participant evaluation.

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- c. CWS training records for the previous six (6) months must accompany the request.
- 7. The Participant agrees that TSA will be the sole certifying official for TSA-deployed EDCTs. TSA deployed canines may not obtain any other certifications other than the CTC administered certification.

K. TSA CETA

- 1. The Canine Explosive Training Aid Manual (CETAM) is located on the Canine Web Site (CWS) and shall be used as the primary document for TSA explosives information, processes, and procedures. The Participant shall comply with the current version of the CETAM.
- 2. The Participant shall ensure that storage procedures for CETA, as outlined in the CETAM, are followed. The Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATFE) storage requirements shall be met or exceeded whenever operationally possible.
- 3. The Participant shall ensure only CETAs provided by the NEDCTP are utilized by TSA certified EDCTs. Unless approved in advance by the NEDCTP, TSA EDCTs shall not be introduced to, or conduct training with CETAs that are designed to replicate the odor of authentic CETAs. EDCTs shall never be cross-trained on non-explosive odors. EDCTs may participate in events hosted by the FBI, ATFE, USSS, U.S. State Department, CIA, and DOD with prior approval from the FCC and /or RCTI.
- 4. The NEDCTP will provide all CETAs required for proficiency training. The NEDCTP along with a Participant representative will conduct monthly inspections of CETAs and storage containers. These inspections are performed to ensure appropriate procedures are being applied in accordance with the CETAM to prevent cross contamination, to ensure the accountability of the training aids and the safety of those handling them (See Section 9.3.2 of the CETAM).
- 5. The Participant shall 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 NEDCTP may approve modifications to the magazine on a case-by-case basis.
- 6. The Participant shall document every removal and return of CETAs using the Form 1908, Canine Explosives Training Aid (CETA) Sign-in/out Log in accordance with the NEDCTP's CETAM (Section 8.1). The CETA Sign in/out Log, and all other CETA associated documentation as outlined in the CETAM, shall be retained at a secure Participant occupied facility and made the available for review at the request of the NEDCTP.
- 7. The Participant shall locally maintain all CETA associated documentation as outlined in the CETAM for five (5) years.
- 8. The temporary storage of TSA CETA in an unattended vehicle requires a Type 3 Magazine, also known as a "Day Box". (See Title 27, Code of Federal Regulations (C.F.R.) § 555.209, "Construction of type 3 magazines.") The "Day Box" must be securely affixed to the vehicle to prevent any damage to the CETA, as well as, for protection of the public. All vehicles, purchased with TSA funds, shall include a Type 3 Magazine/Day Box as part of the configuration. TSA will not be responsible for CETA during transport to and from the

- explosives storage magazine. The NEDCTP recommends the use of a Day Box to transport CETA.
- 9. The Participant shall ensure that the physical site for the NEDCTP provided explosive magazines meets or exceeds all of the requirements set forth in 27 C.F.R. Part 555, "Commerce in Explosives," as well as those requirements contained in ATFE Publication 5400.7 (2012), "Federal Explosives Law and Regulations." The magazine site must be situated in accordance with BATFE Publication 5400.7 (2012), the "Table of distances for storage of explosive materials" found at 27 C.F.R. § 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.
- 10. The Participant shall ensure the NEDCTP provided magazines are received and placed on the approved ATFE site, meeting the requirements supplied by the NEDCTP on magazine configuration. Magazine pad specifications are available within in CWS.
- 11. The Participant shall be responsible for overseeing the delivery, offload and placement of the explosives storage magazine on the approved ATFE site. Once the Participant begins offloading the magazine, the Participant assumes all responsibility and maintenance for the magazine(s).
- 12. Keys to the magazine must be stored in a locked box in a secured Participant occupied facility. TSA Form 434, Magazine key sign-in/out log must be completed each time keys are removed and returned. A quarterly magazine key inventory will be conducted by the FCC with the Participant.
- 13. The Participant shall 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" (CETAM sections 8.3 and 9.1). The following process shall occur if CETA or magazine key(s) are lost or stolen:
 - The incident will be reviewed by the NEDCTP. The Participant may receive a written Warning Notice from the HQCC, indicating that they have failed to utilize and secure CETA and /or magazine key(s). The Participant shall have thirty (30) calendar days to respond to the HQCC with a written letter of correction identifying the action(s) taken to remediate the incident and involved personnel. Should an occurrence indicate egregious violation of NEDCTP guidance a request to immediately deactivate or remove a handler from the Program may be issued for the first incident, without prior issuance of a Warning Notice.
 - b. The specific handler shall not be allowed to remove CETA from the magazine or support removal of CETA until any requested Participant letter of correction has been received and concurred with the HQCC and the NEDCTP Branch Manager.
- 14. Should the same handler have more than one occurrence of lost or stolen CETA or magazine key(s), the NEDCTP Branch Manager will send a letter to the Participant Management/Chief, requesting deactivation and removal of that handler, which could result in the reduction of funding. The Participant shall submit a response to accept or refute TSA within ten (10) calendar days of receiving the removal letter. The Participant shall ensure immediate notification to their FCC or designee of a damaged TSA CETA (See CETAM section 8.4). If a

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- CETA is damaged due to a TSA canine bite, where the potential for ingestion exists, the handler shall immediately notify the Participant's veterinarian.
- 15. The Participant shall ensure the TSA provided explosive magazines are properly maintained as outlined in the CETAM. 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 CETAM section 9.3.1 and Attachment 6).

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

Signature of Authorizing Official	Sheriff Title
Printed Name of Authorizing Official	Name of Participating Agency
3/19/2020 Date	
Provide Malacon National Eurolasius	06/30/2020 Date
Branch M Mager National Explosives Detection Canine Team Program	Date

ATTACHMENT 2: KENNEL FACILITIES

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

Transportation Operating System (TOS) and Commercial Kennel facilities must provide:

- 1. Adequate ventilation, cooling, heating, sanitation and security.
- 2. 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.
- 3. Areas must be free of infestations of mosquitoes, ticks, rodents, other pests or parasites.

Trained staff to care for the canine.

All designs or plans for residential and TOS kennel facilities to be purchased or constructed using program funds shall be sent, via email, to <u>TSAcaninefinance@tsa.dhs.gov</u> with a copy to the FCC.

All designs or plans will 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 Center (CTC).

The following link, on the GSA advantage website, is an example of a TSA utilized kennel.

https://www.gsaadvantage.gov/advantage/catalog/product_detail.do?gsin=11000022634662

ATTACHMENT 3: ROUTINE VETERINARY CARE

Semi-Annual Physical Examination and Health Evaluations:

The first veterinarian visit should be scheduled upon the EDCT reporting to their assigned Participant Transportation Operating System (TOS) after completing training at CTC. 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:

- 1. Physical examination
- 2. Heartworm antigen test
- 3. Vaccinations
- 4. Fecal flotation for parasite identification
- 5. Complete blood count
- 6. Blood chemistry panel
- 7. Urinalysis
- 8. Dental prophylaxis (if needed)
- 9. Electrocardiogram (if canine is eight (8) years or older)
- 10. Thyroid Panel (if canine is eight (8) years or older)

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

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

ATTACHMENT 4: CANINE RETIREMENT

TSA-Owned Canine Retirement Request Letter:

A request to retire a TSA-owned canine and transfer ownership to the Participant or current handler shall be submitted in writing on official Participant letterhead. The letter shall be signed by the head of the organization or designee and shall include the following information:

- 1. The name and tattoo number of the canine being requested for retirement
- 2. A detailed justification for retirement
- 3. The name of the individual that will assume responsibility and liability of the canine upon approved retirement
- 4. Statement whether a replacement TSA canine will be required
- 5. Requested date of canine retirement. The following are options:
 - a. Immediately
 - b. A specific date
 - c. Upon receipt of a replacement canine

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 FCC no more than sixty (60) 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.

ATTACHMENT 5: EXPLOSIVES DETECTION CANINE TEAM (EDCT) RESPONSE

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 breech sweeps, and unattended items.

A. Definitions:

<u>Bomb Threats:</u> 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).

<u>Unattended Item:</u> 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.

<u>Suspicious Item:</u> 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, Computerized Tomography (CAT) scan, advanced imaging technology devices, spectrometry, neutron activation, or other technology.

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

<u>Explosive Detection Canine Final Response:</u> 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,
- 2. Information from any relevant source; examples to include but are not limited to:
 - a. Threat(s) associated with item(s)
 - b. Strange odors
 - c. EDCT final response
 - d. Antenna
 - e. Indications of an explosive/chemical/incendiary/radiological device

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- f. Visible switches
- g. Vibration
- h. Unusual sounds
- i. Tinfoil
- j. Containers that appear to be modified
- k. Oily stains
- I. Unusual/excessive packing
- m. Areas of discoloration
- n. Removed Vehicle Identification Number
- o. Mismatched Logos
- p. Mismatch Vehicle Plate/ Tag & Registration
- q. Blacked out windows
- r. Suspicious item(s) in vehicle
- s. Forced entry in vehicle

C. EDCT General Utilization Guidelines:

- 1. 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.
- 2. EDCTs will not be utilized to search/sweep an item that has been deemed suspicious.
- 3. EDCTs will not be utilized to search liquids, loose powders, or known or unknown hazardous material items.
- 4. 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.).
- 5. Once an EDCT has provided a final response, the Participant's emergency plan will be initiated.

ATTACHMENT 6: EXPLOSIVES MAGAZINE AND MAINTENANCE

Note: The Canine Explosive Training Aid Manual (CETAM) is located on the Canine Web Site (CWS)

- 1. Ensure doors remain lubricated and move freely; hinges should be greased once a year or sooner if needed.
- 2. Ensure magazines remain grounded at all times.
- 3. Ensure magazines remain free of exterior and interior mold and grime.
- 4. 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.
- 5. The NEDCTP recommends thoroughly inspecting the exterior surfaces of the magazine semiannually. When the rust starts to show signs of pitting, contact your NEDCTP representative for guidance and action.
- 6. Marine-grade epoxy paint is recommended for painting of magazines.
- 7. 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 shall be notified.
- 8. 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.
- 9. Magazines shall remain free of insect and animal infestation. The NEDCTP shall be notified of any infestation. A remediation plan will be provided by the NEDCTP on a case-by-case basis.
- 10. All alterations to magazine configurations will be approved by the NEDCTP.
- 11. Excessive warping or rotting of the interior wood lining shall be reported immediately to the NEDCTP. A remediation plan will be provided by the NEDCTP on a case-by-case basis.
- 12. All maintenance and repairs, exterior and interior, require the proper removal and storage of all explosive materials prior to performing the work. The magazine shall be swept free of all repair debris prior to restoring CETA.
- 13. Explosives storage magazines shall be inspected at least once every seven (7) days in accordance to ATFE 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. The CETA Sign In/Sign Out Log can be used to record these inspections.

ATTACHMENT 7: REMEDIAL TRAINING PLAN (RTP)

- 1. A Remedial Training Plan (RTP) is the document outlining the Canine Handler's written response to the Canine Training Center (CTC) Trip Report following a failed initial or recurrent evaluation.
- 2. The CTC will provide a Trip Report outlining identified deficiencies to the responsible FCC. Upon receipt, the FCC will forward to the appropriate officials within three (3) business days.
- 3. A written RTP shall be submitted by the Participant on Agency letterhead within fifteen (15) calendar days of receipt describing the Handler's corrective actions, addressed as described below, and provided to the FCC and RCTI. The RTP shall address each comment and recommendation as stated by the evaluators in their CTC Trip Report.
- 4. RTP shall be addressed to:

Chief, Evaluations Unit, Office of Training and Development TSA Canine Training Center 2700 Craw Ave. Building 7337 Lackland AFB, Texas 78236

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

ATTACHMENT 8: PARTICIPANT ASSESSMENTS AND EVALUATIONS

This attachment contains a list of assessments, evaluations, and training provided to Participants, to ensure and maintain Explosive Detection Canine Team (EDCT) success and certification within the NEDCTP. Types of evaluations and training are listed in alphabetical order.

Acclimation

Goal-oriented training process that gradually introduces the associated distractors in all areas where the canine lives and works. Reference Operational Development.

- A. After completion of the Canine Training Center training, each team (SO and Legacy), most importantly the canine, will have a period of Acclimation to the home, operational, and training environments.
- B. Acclimation does not include any activity that includes explosives odors.
- C. The initial acclimation period may be up to 15 calendar days.
- D. In the event that deviation, shortening or lengthening, from the normal acclimation period is requested, the determination to lessen the acclimation period can only be made by the responsible RCTI and with Supervisory Regional Canine Training Instructor (S-RCTI) approval. Extensions to Acclimation must be documented cause in CWS.
- E. Post Acclimation, also known as reintroduction of CETAs, will be conducted at the home station in both the training and operational environments once the acclimation period has concluded. The post acclimation period should not take longer than 5 consecutive duty days, but will be determined by the RCTI.
- F. The EDCH must document each unique acclimation interval as a separate record in CWS.
 - 1. The EDCH must be careful to record their acclimation work into the correct CWS sections.
 - 2. Areas of concern must be noted in CWS, and the EDCH must inform the RCTI and FCC of any acclimation-related concerns at home or work.
 - 3. The RCTI will monitor acclimation data reported in CWS to ensure the EDCTs are adequately acclimating to all areas where they may be required to operate normally.
- G. During acclimation, or when first initiating TSA canine activities in new locations, it is important to ensure affected stakeholders are educated on the unique implications of canines working in their physical space and among their staff. In order to reduce the possibility of canine incidents from occurring, the following information may be briefed, as necessary, to affected stakeholders:
 - 1. Do not pet TSA canines. They are working animals and should be treated as such.
 - 2. Canines are chosen for their high energy and drive for the reward/toy; therefore, do not touch the reward/toy under any circumstances.
 - 3. Do not feed or provide treats to the canines.
 - 4. Do not approach and/or attempt to pet the canine when the canine is in a kennel (vehicle or office).

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- 5. Canines can be very protective of their space.
- 6. Do not attempt to engage, summon (e.g., whistle, call by name, etc.) or otherwise distract the canine.
- 7. Do not physically contact the EDCH when the EDCH is engaged in canine activity, even if you think the gesture is friendly in nature (e.g. handshake, pat-on-the-back, etc.). Canines can be protective of their EDCHs and may interpret such gestures in a threatening manner and attempt to retaliate.

Active Handler

An active handler is defined as a handler making progress toward operational capability (successful completion of RCTI- A or OE), is or has been certified and operational in the last forty-five (45) days, or is pending canine assignment or training from TSA.

Administrative Decertification

Occurs when an Explosives Detection Canine Team (EDCT) has not participated in a Recurrent Evaluation (RE) within 14 months from their last certification, when an EDCT declines to undergo a regularly scheduled RE (for other than unavoidable reasons), when EDCT has failed a RE or an Operational Evaluation (OE), or after a RCTI-Remedial Assessment. In order to regain certification, at least five days of Routine or Remedial Training will occur with the RCTI followed by an administered Canine Training Center (CTC) evaluation.

Aggressive Assessment (AA)

An assessment that is conducted when a NEDCTP canine has been involved in or showing aggressive tendencies. The purpose of the AA will be to gather needed information by accomplishing all the required steps outlined in the AA report. The assessment will take place when requested by the NEDCTP Headquarters (HQ).

Canine Accountable Training System (CATS)

Participant proficiency training shall adhere to the current NEDCTP Canine Accountable Training System (CATS) standards.

Canine Enhanced Screening (CES):

A method used to increase the level of explosives detection and simplify the screening process for passengers and Officers while still maintaining the highest level of security possible.

Canine Explosive Training Aid (CETA)

Explosives used to train and evaluate explosives detection canines.

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Canine Explosive Training Aid Manual (CETAM)

The document which outlines all procedures necessary for the safety, accountability, receipt, safe-handling, storage, transfer, and transport of CETA: the processes outlined in this document must be adhered to by all program members.

Canine Screening of individuals

A process in which a Passenger Screening Canine is used to sniff individuals and their property for explosives.

Canine Screening of individuals Agreement

A document developed by the unit with agreement from local authorities detailing expectations and procedures regarding the use of EDC to screen individuals at particular locations. This document must also contain procedures to notify and respond to EDC responses. This agreement when properly developed will satisfy the requirements of the Local CSOI Notification and Response Plan referenced in the RBS and CES SOPs.

Canine Training Center (CTC)

A TSA entity responsible for the procurement and training of EDCs, PSCs, the training of EDCHs, and the initial training and evaluations of EDCTs. CTC is located at Joint Base San Antonio-Lackland, TX.

Canine Website (CWS)

A web-based application designed to provide a single repository to capture, manage, and track the activities conducted by EDCTs.

Certification

- A. After completion of Acclimation that followed graduation, the EDCT begins training activity that includes the introduction of explosives odors. No Utilization activity is allowed.
- B. The EDCTs primary focus is preparation for the Regional Canine Training Instructor Assessment. The RCTI will make a determination as to when the EDCT is prepared for the RCTI-A.
 - 1. A RCTI-Assessment (RCTI-A) (previously OTA) is conducted by the RCTI to ensure the canine is performing to standards at the field location.
 - 2. Successful completion of the RCTI-A affirms the EDCT's certified status, and the team may now conduct various Utilization activities.
 - 3. Failure to meet the objectives of an RCTI-A:
 - a. The EDCT's CWS status remains certified; however, the team is prohibited conducting any Utilization activity;

- b. The EDCH must develop and implement a Remedial Training Plan (RTP) in collaboration with the RCTI per OTA, Attachment 7 – Remedial Training Plan (RTP). The RCTI will advise CTC when the EDCT is prepared for the next event;
- c. The EDCT will be afforded a second opportunity to demonstrate proficiency in the form an Operational Evaluation (OE) conducted by the CTC. A successful OE results in affirmation of the EDCT's certified status.
- d. If the EDCT fails the OE, the EDCT is decertified in CWS and the EDCH may be removed from the NEDCTP. The final decision will be made by the NEDCTP Branch Manager or the Branch Manager's designee.
- C. Upon completion of acclimation for EDCHs who were assigned a new canine (pending CWS status), the EDCT begins training activity that includes the introduction of explosives odors. No Utilization activity is allowed to become Certified:
 - 1. The RCTI will conduct a Training Mission;
 - 2. CTC will conduct an OE;
 - 3. Successful completion of the OE changes the EDCT's status to certified, and may now conduct various Utilization activities.
 - 4. If the EDCT fails to meet the objectives of the OE:
 - a. The EDCT's CWS status is changed from pending to decertified;
 - b. The EDCH must develop and implement a RTP in collaboration with the RCTI;
 - c. The RCTI will advise CTC when the EDCT is prepared for the next event;
 - d. CTC will conduct a second OE. A successful OE changes the EDCT's status to certified, and the team may now conduct various Utilization activities. However, the team may not conduct CES activity, as that requires a follow on assessment.
 - e. If the EDCT fails the second OE, the EDCT remains decertified in CWS and the EDCH may be removed from the NEDCTP. The final decision will be made by the NEDCTP Branch Manager or the Branch Manager's designee.
- D. See OTA Attachment 1, SOJO, section III Participant Responsibilities, item G.4 for information regarding EDCHs who have experienced any combination of two consecutive failed assessments or evaluations administered by CTC and/or the NEDCTP management to determine the next course of action.

Explosives Detection Canine Handler (EDCH)

An Explosive Detection Canine Handler.

Explosives Detection Canine Team (EDCT)

An Explosive Detection Canine Handler and assigned Explosive Detection Canine.

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Field Canine Coordinator (FCC)

Subject Matter Expert (SME) and the primary local point of contact for EDTCs providing the appropriate technical expertise, guidance, and direction on NEDCTP program policy, standards, and guidelines.

Initial Handler Training

- A. All newly hired EDCHs must successfully complete K9 Handler EDC training at the CTC.
- B. EDCTs who successfully meet CTC's TSA K9 Handler EDC training standards are placed in a certified status (CWS) upon graduation. However, an EDCT may not conduct Utilization activity until the certified status is affirmed by successfully completing an RCTI-A.

Follow on Initial Training (Obedience Training) Once on Onsite

- A. The EDCH is responsible for positive control of the assigned EDC at all times. In most cases, the day-to-day interaction between the EDCH and the EDC includes a sufficient amount of obedience conditioning to maintain proper control of the EDC. However, in some cases an EDC will require more frequent and targeted obedience training. Each EDCH must evaluate and recognize when the EDC needs additional obedience training and conduct it as often as necessary per the guidelines in this section.
- B. EDCHs must keep the Training Lead, RCTI, Canine Supervisor, and FCC apprised of any obedience issues.
- C. The RCTI must coordinate with the Canine Supervisor to evaluate the nature and severity of the obedience issue(s) and take appropriate action, which could include directing that the EDCT suspend regular training and Utilization activity.
- D. If it is determined locally that the obedience issues may be unresolvable, the FCC will consult with CTC to determine an alternative resolution, which could include returning the EDC to CTC and/or acquiring a replacement EDC.
- E. Obedience Training must be conducted in accordance with guidance from the CTC and the local RCTI.
- F. Electronic Shock Collars, Bark Collars, and Pinch Collars: the use of training devices, other than the issued choke chain or flat collar, such as electronic shock collars, bark collars, and pinch collars must be vetted through the RCTI and approved by CTC and NEDCTP. Unapproved use of these devices may result in disciplinary action up to and including removal from the NEDCTP.
- G. EDCHs and other TSA employees must never physically strike, kick, or by other means assault an EDC with an object or body part. Application of such corrective methods may result in disciplinary action up to and including removal from the NEDCTP and potentially criminal referral if animal abuse is alleged.

Law Enforcement Officer (LEO) Participant

A commonly used reference for a non TSA entity that participates in the NEDCTP by receiving and deploying TSA canines under authority of an Other Transaction Agreement (OTA).

Local LEO Notification and Response Plan

A document developed by the unit in agreement with local authorities that identifies expectations and procedures that apply in the event of a Canine Referral or an EDC final response and other likely events that may require law enforcement coordination or intervention.

Objective Based Training Plan (OBTP)

A plan developed by the EDCH to identify strengths, weaknesses, and structured training intended to correct deficiencies and advance the team.

Operational Development (OD)

Once the canine has been exposed to all odors, in all environments, 5 consecutive days of training will be conducted with the RCTI. The OD is conducted on EDCTs that have completed both the acclimation and post acclimation phases, to include, newly paired EDCTs (EDCHs who are assigned a new canine). This training should be conducted with the RCTI in order to identify all proficiencies and deficiencies in both the handler and the canine.

Operational Evaluation (OE)

The process of evaluating an EDCT's performance in their operational environment conducted by CTC.

Passenger Screening Canine (PSC)

A canine trained in explosives detection that has also been given specialized training in the screening of persons.

Proficiency Training

Official on-duty time devoted exclusively to maintaining an EDCT's proficiency in detecting explosive materials, working on identified deficiencies, advancing the team, and otherwise complying with training and performance standards.

The intent of proficiency training is to develop and maintain the capabilities of an EDCT. Generally, all training activity should be consistent with this intent. Frequent, continual, and realistic training must be conducted. The training should present a challenge to both the EDCH and the EDC. Based upon the EDCT's proficiency level, the majority of all exercises should be unknown unless working on a specific problem noted by the RCTI.

RCTI Assessment (RCTI-A)

An assessment conducted by the RCTI which will occur for the following instances; after a EDCT graduates from the CTC, when a canine team has been out of service for over 31 consecutive calendar days, locally deactivated, 30 days after a failed follow-up SNA, and/or if the canine team's lacking operational effectiveness.

If a canine team fails to meet the objectives of the RCTI-A, the EDCT's CWS status changes to "Deactivated" if not already done so and the canine team is prohibited from conducting any utilization activity except for public visibility. The EDCT and RCTI must develop and implement a Remedial Training Plan. The RCTI will conduct five continuous days of remedial training with the team, focusing on the problem areas identified during the RCTI-A. The EDCT will be afforded a second opportunity to demonstrate proficiency in the form of a Remedial Assessment (RA) of the areas failed during the RCTI-A. In these instances, the RA will occur within 30 days of the failure.

If the canine team successfully passes their RA, they will be fully operational. If the EDCT fails the RA, the EDCT is decertified, and the EDCH may be removed from the NEDCTP. The final decision will be made by the NEDCTP Branch Manager. If the decision is to not remove the EDCH, the EDCH will once again be entered into Remedial Training, receive 5 consecutive days of routine training with the RCTI, and will be afforded a third opportunity to demonstrate proficiency in the form of an Operational Evaluation (OE) administered by the CTC within 30 to 45 days of the RA failure.

Recurrent Evaluation (RE)

A required annual CTC administered evaluation that affirms and validates existing CTC certification.

- A. Each certified EDCT must successfully complete a Recurrent Evaluation (RE) administered by CTC, at an interval not to exceed eighteen months, to verify its continued proficiency.
 - 1. The process and scheduling of an RE is the responsibility of CTC. Schedules are available on CWS.
 - 2. Prior to the RE, the EDCT must be deemed effective through an Evaluation Status Review (Guidance and required documentation for this status review is located on CWS.)
 - 3. An EDCT that has not completed an RE for eighteen (18) months, has been deemed ineffective by a Status Review, or declines to undergo a scheduled RE is not allowed to conduct Utilization activity.
- B. Failure to meet the objectives of the RE:
 - 1. The EDCT's CWS status is changed to decertified;
 - 2. The EDCH must develop and implement an RTP in collaboration with the RCTI;
 - 3. The RCTI must conduct a Progress Check within 15 calendar days after receipt of the RE Trip Report by the EDCH;
 - 4. The RCTI will advise CTC when the EDCT is prepared for the next event;
 - 5. CTC will conduct an RME. A successful RME results reinstatement of the EDCT's Certified CWS status (see Subsection 5.4.C.3 above).
 - 6. If the EDCT fails the RME, the EDCT remains decertified in CWS and the EDCH may be

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removed from the NEDCTP. The final decision will be made by the NEDCTP Branch Manager or the Branch Manager's designee.

Remedial Assessment (RA):

A follow-up assessment for a canine team that failed a RCTI Assessment. The teams are not permitted to work operationally until the successful completion of the RA. A team that fails an RA is decertified. Failure of an RA may result in removal from the program.

Remedial Evaluation (RME)

A CTC administered evaluation that occurs after an unsuccessful RE.

Remedial Training Plan (RTP)

A written plan with specific training objectives and milestones to ensure all training deficiencies identified by a failed assessment and/or evaluation are addressed.

Short Notice Assessment (SNA)

An unknown exercise conducted while an EDCT is engaging in routine Utilization search within a live operational environment. The purpose of the exercise is to gauge the EDCT's ability to detect and properly respond to a live environment canine response by meeting the exercises objectives.

- 1. A SNA is an unknown exercise conducted while an EDCT is engaging in routine search activity within a live operational environment.
- 2. RCTIs and FCCs conduct SNAs. The individual conducting the SNA is the SNA Leader.
- 3. If the EDCT does not meet the objectives of a SNA, a second follow-up similar SNA will be conducted. If the EDCT does not meet the objectives of a second consecutive SNA, the EDCT is prohibited from conducting Utilization activity.
- 4. SNAs are recorded in CWS by the SNA leader. Only the SNA leader may edit a SNA CWS record.

Temporary Duty Assessment (TDYA):

In order to ensure EDCTs are fully capable of conducting operations, an RCTI must observe temporarily deployed EDCTs within the operational environment.

Training Mission (TM)

A 5 or 7-day training event for EDCHs that have received a new or transfer canine. If an EDCT passes the TM, a 3 day OE will be conducted by CTC.