

**ANNEX X to the
Memorandum of Agreement between
the Transportation Security Administration and
the Federal Aviation Administration**

AIRPORTS

1. Purpose. The Transportation Security Administration (TSA) and the Federal Aviation Administration (FAA) (“the Parties”) have a mutual interest in ensuring security and safety in aviation. To achieve this purpose, the Parties agree to abide by the terms of this Annex, subject to applicable federal laws, regulations, and policies. The Parties will:
 - a. Bring their respective subject matter expertise to bear on transportation security issues that involve our Nation’s airports.
 - b. Identify potential conflicts concerning airport security and safety issues in order to provide the best possible security based upon risk and functionality of airports.
2. Definitions. As used in this Annex:
 - a. The term “coordinate” means to take action which provides reasonable notice of an agency’s resource activities and which affords the notified agency, when possible, a reasonable opportunity to address concerns raised by such notice.
 - b. The term “reasonable notice” means as soon as possible, preferably prior to action, without placing an activity in jeopardy.
3. Coordination. The Parties agree to make a good faith effort to coordinate in connection with activities listed in paragraph 4. These efforts to coordinate should commence as soon as practicable.
4. Actions. The Parties agree to coordinate the development of security-related budget requests, justifications, defenses, and execution and review of requirements and impacts on airports. Coordination will be on an informal basis, and accomplished through early collaboration by the points of contact listed below. Specifically, the Parties agree to coordinate:
 - a. Determinations of security requirements or justification to support funding decisions under the Airport Improvement Program (AIP), Passenger Facility Charge Program (PFC), and other funding programs that may be created in the future;
 - b. Coordination of security actions that may impact airport safety, operations, or physical layout, and safety actions that may impact security;

- c. Joint support for any “rent-free” provisions for TSA operations at an airport; and
- d. Funding of improvements to airports to support screening of passengers and baggage (checked and carry-on).
5. Supplemental Agreements Involving Standard Operating Procedures (SOPs). The Parties agree that, from time to time, specific SOPs falling within the broad categories in paragraph 4 will need agreement by both Parties. Such SOPs may be discussed and agreed to at organization levels equivalent to an office director.
6. Expedited Proceedings. If either Party engages in an expedited proceeding that has the potential to substantially affect the airport security and safety missions of the other Party, the Parties shall to the extent practicable, coordinate with one another prior to taking agency action, and in any event, notify the other Party as soon as practicable.
7. Actions Requiring Departmental Approval. In addition to the coordination described above, if either Party engages in activities which could ultimately result in an action requiring the approval of the head of the Department in which either Party operates, the Parties will follow any applicable Departmental approval and coordination policies.
8. Points of Contact. Subject to updates by the Parties, the following shall constitute points of contact with respect to this Annex:

TSA:

Assistant Administrator for Aviation Operations
Transportation Security Administration
TSA Headquarters
701 South 12th Street
Arlington, VA 22202

FAA:

Associate Administrator for Airports
Federal Aviation Administration
800 Independence Avenue, SW
Washington, DC 20591

APPROVED BY:

TRANSPORTATION SECURITY ADMINISTRATION



J.M. Loy, ADM
Under Secretary of Transportation for Security

2/28/03
Date

FEDERAL AVIATION ADMINISTRATION



Marlon C. Blakey
Administrator

2/28/03
Date