



U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

National Center for Explosive Training and Research

National Canine Division

www.atf.gov

Dear Prospective Agency,

Thank you for your interest in partnering with the ATF National Canine Division (NCD). In this package you will find a “draft” Intergovernmental Agreement (IGA), Canine Program Application, and procedural flow chart.

It's important to note, that ATF's Canine programs are in high demand, require extensive review, and complete concurrence during the selection process. To initiate formal submission into the program, the following process and chain of communications must be followed in the order below:

- 1) The handler/requesting agency must complete the attached application, review the IGA requirements, and submit the application for consideration to their local ATF Field Office.
- 2) Once the local ATF Field Office Resident Agent in Charge and/or Group Supervisor has concurred with the requestor's application, they will submit the application to the Field Division (FD) Special Agent in Charge (SAC) for final approval.
- 3) Once final approval is granted by the FD, the SAC will submit the requestors approved application and any subsequent documents to the National Canine Division Chief and Academy Branch Chief.
- 4) Upon receiving all required documentation and prior concurrences, NCD will confirm approvals and place the application in que for potential class selection.
- 5) NCD will maintain a roster of applying agencies coinciding with their respective FD's and submit the roster to the applicable SAC. The SAC, along with their management team, will prioritize the roster and identify the agency to grant a position in one of NCD's programs.
- 6) If selected, NCD will schedule an interview to review contents of the IGA and execute the IGA prior to the iteration start date.

It is imperative for consideration into one of ATF NCD's programs, the order of concurrences and submissions be completed as listed to prevent delays in the process.

Please direct all program inquiries, applications submissions or status requests to:

NCD-Canine-Applications@atf.gov.

Step 1 Complete Application and Review IGA

- Once completed, submit application for consideration to your local ATF Field Office.

Step 2 Concurrence

- Once your local field Office has approved the application submission, it will be submitted to the local Field Division for final approval by the SAC.

Step 3 Final Submission

- Once all concurrences have been completed, the application will be submitted to NCD via email at NCD-Canine-Applications@atf.gov.
- NCD leadership will verify concurrences and place candidates in the que for potential class selection.

Step 4 Selection

- Once a course schedule has been established, NCD leadership will submit potential candidate rosters to the applicable SACs.
- The SACs and their management team will prioritize the rosters and identify the candidates being selected for one of NCD's programs.

Step 5 Final Interview

- NCD will then conduct a final interview with the selected candidates to review the contents of the IGA.
- Once review and concurrence is completed, NCD and the candidate/agency will execute the IGA prior to the iteration start date.



National Canine Division Application Form

Date

Field Division

Program

Agency Name

Address

City

State

Zip code

Point of Contact for this application

Title/Rank

First Name

Last Name

Phone Number

Email

Agency Statistics from the past four years

Enter statistics based on the applicable course selected above

ACCELERANT

Total Fire Investigations

Total Structure Fire Investigations

Percent determined Arson

EXPLOSIVES

Total Explosives Recoveries

Total Explosives Incidents

Amount (\$) of Property Damage

Total Injuries

Is this a Task Force Officer (TFO) position?

Yes

Total Deaths

No

Total ATF Cooperative Investigations

Total ATF NRT Investigations

Agency Requirements and Concurrence

1. \Providing the handler/canine team with a dedicated vehicle equipped with air conditioning, heating, and a built-in cage for the canine?
2. Covering all veterinary and emergency care expenses for the canine during its working life, including required annual exams and vaccinations?
3. Purchasing all food for the canine during its working life?
4. Purchasing the required maintenance training equipment for the canine team, including, but not limited to, metal cans, disposable gloves, various distractor materials, training aids (ignitable liquids, etc.)?
5. Sending the handler/canine team to annual recertification training, covering all travel, per diem, rental car, and lodging expenses?
6. Making the handler/canine team available to attend semi-annual in-service training, and covering all travel-related costs?
7. Making available the use of the handler/canine team for designated ATF investigations, including NRT callouts?
8. Making available the use of the handler/canine team for other designated federal, state, and local investigations?
9. Ensuring that the canine lives in the handler's residence?
10. Ensuring that the canine's health and physical fitness is maintained in accordance with ATF protocols?
11. Ensuring that the ATF training protocols and methodologies are strictly followed to ensure the canine proficiency is maintained?
12. Committing the agency and handler/canine team to the Detection Canine Program for five years?
13. Ensuring the designated handler is responsible for only the ATF-certified detection canine, and no other canine during his/her 5-year program commitment?
14. Allowing the canine in the handler's office setting?
15. Be willing to have the handler/canine team work a minimum of 50 fire scenes each year? (ADCP)
16. Provide handler a dedicated Type-2 indoor or outdoor explosives magazine with approved locks (no size restriction) for storing uncontaminated explosives and a Type-3 magazine, commonly referred to as a day box for transporting explosives with approved lock(s). Purchase fresh explosives samples for training? (EDCP)
17. Has your agency reviewed and agreed to the terms outlined in the sample Intergovernmental Agreement (IGA) with the ATF?

Agency agrees to all terms listed above

1. Maintain the canine inside your residence, and ensure that the canine will not be continuously crated in your home?
2. Train/maintain the canine seven days a week, 365 days a year, following the ATF canine training protocols?
3. Provide the canine with a safe environment?
4. Protect the canine from physical injury, both on and off duty?
5. Handle only the ATF - certified detection canine during your 5-year program commitment?
6. Access to 24 hour Vet. care?

Perspective handler agrees to all terms listed above

Previous K9 Experience

Other Working Dogs in Frequent Contact with Your ATF

K9 Duties Other Than K9 Handling

Pets (Breed/Sex & Spayed/Neutered)

Type of Home (house, condo, etc.)

Fenced Yard? Yes No

Notes/Comments:

Signing Authority First Name

Signing Authority Last name

Signing Authority Signature

Prospective Handler First Name

Prospective Handler Last Name

Prospective Handler Signature

ATF Field Division Approvals: *Resident Agent in Charge (RAC), Group Supervisor (GS), Special Agent in Charge (SAC)*

RAC/GS First Name

RAC/GS Last name

RAC/GS Signature

SAC First Name

SAC Last Name

SAC Signature

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
AND THE STATE OR LOCAL AGENCY (“AGENCY”)**

This Intergovernmental Agreement (IGA) between the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the State or Local Agency (“Agency”) (collectively known as the “Parties”), establishes the terms and conditions for participation in ATF’s Explosives/Accelerant Detection Canine Program (EDCP/ADCP). This IGA is a partnership between both parties, and both parties make every effort to meet the terms and conditions of this IGA in order to better serve the general public.

AUTHORITY

ATF enters into the agreement under the authority of 28 U.S.C. § 530C(a).

DEFINITIONS

Working life (or service life): A period of time determined by ATF to be the length of time an explosives or accelerant detection canine can effectively serve as an ATF EDC/ADC canine. This period of time may vary from canine to canine but will be at least five years from the date of graduation from the explosives or accelerant detection program.

Initial Training: A course that provides training to an Agency’s designated handlers in explosives or accelerant detection canine work.

ATF-initiated activations: Events that require the use of detection canines. Includes ATF National Response Team (NRT) activations, special events, dignitary protection, and other similar events.

Transferee: An individual, usually a handler, to whom ATF transfers ownership of a detection canine.

RESPONSIBILITIES

ATF agrees to:

- a. Train the Agency’s designated handler in the ATF food reward methodology.
- b. Provide EDCP/ADCP training to the Agency’s designated handler. Upon successful completion of the training, the handler and assigned explosives or accelerant detection canine will receive ATF certification. ATF will provide annual recertification. In-service training will be provided as time and funding permit.
- c. Provide a training facility for the EDCP/ADCP handler. The training will be conducted at the ATF National Canine Division (NCD), 122 Cavalry Drive, Front Royal, Virginia or other suitable facility as determined by ATF.

- d. Purchase a canine(s) for the Agency and pay the handler's lodging expenses incurred during the initial training. During initial training at the NCD, ATF will provide the Agency's handler with canine-related equipment determined by ATF to be necessary for the handler's training. ATF will NOT reimburse the Agency and/or the handler for meals and/or incidental expenses (M&IE) at the current Federal Government per diem rate unless the handler is a federally deputized and credentialed ATF Task Force Officer as of the 1st day of class.
- e. Provide technical oversight during course curriculum development, training, recertification, and throughout the Agency's participation in the EDCP/ADCP.
- f. Provide the necessary EDCP/ADCP personnel (including an ATF forensic chemist) to evaluate, test, and certify a canine for proficiency in detecting explosives/accelerants. An ATF forensic chemist shall conduct all annual recertifications. The ATF National Canine Division (NCD) shall conduct practical evaluations during initial training and future recertifications.
- g. Reimburse the Agency, in accordance with Federal travel regulations and ATF orders and policy, for travel expenses incurred by the handler for ATF-initiated activations. **ATF WILL NOT PAY ANY HANDLER'S SALARY, OVERTIME EXPENSES, OR OTHER EMPLOYMENT BENEFITS INCURRED AS A RESULT OF ANY HANDLER'S PARTICIPATION IN ATF-INITIATED ACTIVATIONS.**
- h. Provide written requests (as necessary) to the Agency for the handler to provide support for ATF-initiated activations. Written requests may come in the form of memoranda, facsimile, or emails. Text messages may be used if no other communication is available.

Agency agrees to:

- a. Ensure that a handler is available for ATF-initiated activations in consideration for the ATF-provided training. This requirement shall be in effect for the working life of the canine(s) assigned to the Agency. ATF has the discretion to grant exceptions to this paragraph, as necessary. ATF will have the latitude to check on the handler and assigned explosives and accelerant detection canine at any time to perform an evaluation.
- b. Pay for any handler's salary, overtime expenses, or other employment benefits incurred as a result of any handler's participation in training at the NCD and ATF-initiated activations.
- c. Ensure that the handler is available for daily training, maintenance, and care, including weekends and holidays, during the working life of the canine.

- d. Ensure that the handler is made available to ATF for mandatory in-service training and annual recertification seminar. The Agency will incur all travel expenses, lodging, meals, salary, overtime expenses, and employment benefits costs for the handler for annual recertifications.
- e. Provide ATF approved food, monthly preventative medication, and veterinary care (after initial training), to include an annual physical, ATF and veterinary required vaccinations and testing once every 12 months, and heartworm medication for the working life of the canine. Provide adequate equipment and training aids to include, at a minimum, one explosives storage bunker for explosives detection canine teams and a Type 2 indoor or outdoor storage bunker.
- f. Ensure that its handler only uses ATF's food reward methodology (or any subsequent ATF order or standard operating procedure formalizing the ATF food reward methodology), for the working life of the dog.
- g. Provide, at its expense, a climate-controlled vehicle fully dedicated to the handler and suitable to the handler's working environment. This vehicle must have air conditioning, heat, an installed prefabricated cage, and a temperature monitoring and alert system.
- h. Ensure that the handler is not assigned to handle any other working canine (other than a canine provided for the handler's use by ATF) for the duration of handler's participation in ATF's EDCP/ADCP.
- i. Ensure that the handler houses the canine inside the handler's residence. Handlers must comply with all canine handling requirements communicated to the handler by ATF during initial training, in-service training, and annual recertification. ATF has the discretion to grant exceptions to its handling requirements, if necessary.
- j. Ensure that handler has a contained and/or fenced area to secure working canine at their residence. When not in secured outside area or inside the handler's residence, the canine will be secured on a leash with proper identification.
- k. Comply with any ATF denial of any individual selected to attend EDCP/ADCP training.
- l. Ensure that the handler has access to a laboratory capable of conducting comprehensive analysis of explosives/accelerants and an accredited bomb squad and/or ATF certified explosives specialist for EDC handlers.
- m. Provide ATF all canine monthly training logs and monthly reports related to canine deployment and utilization and report to Bomb Arson Tracking System (BATS) as required.
- n. Ensure that the canine, which is the property of ATF, will not be used by the Agency, the handler, or any other party for private use, personal financial gain, or

for any non-law enforcement purpose that does not directly benefit the Agency or ATF while in service and throughout retirement.

- o. Abide by the requirements of ATF orders and standard operating procedures as they affect Agency's responsibilities under this IGA.
- p. Ensure that mandatory notification is made to the nearest ATF office of EDC/ADC canine responses that may fall under federal jurisdiction, such as businesses, rental property, government property, and place of worship.

GENERAL GUIDELINES

- a. Agency personnel participating in the EDCP/ADCP shall comply with the following regulations and policies, both during the initial training at the NCD, in-service training, annual recertifications, and ATF-initiated activations: the Department of Justice Use of Force Response to Resistance (ATF Order 3020.2D); the ATF Employee Ethics and Responsibilities Policy (ATF Order 2130.2A); Title 5, Code of Federal Regulations Parts 735 and 3801; the Justice Property Management Regulations (DOJ Order 2400.3); and the ATF Investigative Policies, Procedures and Techniques (ATF Order 3210.7E), which includes supervisory controls.
- b. Agency personnel participating in the EDCP/ADCP must be certified as peace officers within their jurisdiction in good standing and in compliance with the physical requirements of the Agency. Agency personnel participating in the EDCP/ADCP shall qualify with the firearms issued to them by the Agency and comply with Agency's proficiency standards. Agency personnel will be prohibited from carrying firearms during the initial training at NCD, in-service training, and annual recertifications unless required by ATF.
- c. An Agency handler authorized to use ATF-owned or leased vehicles will be provided with policies concerning the use and care of Government-owned vehicles. ATF-owned or leased vehicles may only be used for official Federal Government purposes. An Agency handler will be provided with the following policy which an Agency handler must comply: Property and Fleet Management Program (ATF Order 1850.2G).
- d. Agency handlers transporting explosives or hazardous materials shall be in compliance with all Federal laws and regulations and ATF policies.
- e. Agency personnel participating in the EDCP/ADCP must disclose any potential impeachment information specified in ATF Order 9410.1A, Giglio Policy, paragraph 6. Potential impeachment information may bar Agency personnel from participating in the EDCP/ADCP.

FUNDING

ATF's responsibilities under the IGA are subject to the availability of appropriated funds and Federal law, regulation, and policy.

PENALTIES AND DISPOSITION

ATF may remove any canine from the Agency, withdraw certification, require reimbursement for the cost of the canine and all training expenses, or recommend rescission of deputization (if applicable) of Agency's handler upon the occurrence of any of the following events:

- a. Handler or canine is not performing according to the standards and protocols of the EDCP/ADCP.
- b. Health and welfare of the canine is compromised.
- c. Handler or Agency has failed to comply with any requirements under this IGA.
- d. Any violation of terms or conditions of this IGA or with any current regulation or policy referenced under this IGA.

The parties acknowledge that the canine is the property ATF and that only ATF may determine the final disposition of any canine assigned pursuant to this IGA. Neither the Agency nor the handlers may claim ownership of a canine without an official, written determination by ATF, which retains ownership of all canines assigned pursuant to this IGA until ATF determines that ownership of a canine may be transferred to an individual other than ATF (preferably a handler). Such a transfer will be memorialized in an agreement executed between ATF, the Agency, and the handler (or the individual to whom ownership of the canine is transferred). Upon transfer of ownership, the transferee shall be solely responsible for the canine's health and welfare. The transferee shall be prohibited from using the canine for profit, law enforcement, or any purpose other than companionship.

EFFECTIVE DATE, MODIFICATIONS, AND TERMINATION

This IGA is effective upon the date the last party signs below. The IGA will be renewed every five years. Modifications must be made in writing. The parties agree that updates and policies discussed in the IGA shall be automatically incorporated into this IGA.

This IGA may be terminated upon 60 days' written notice to the other party. The responsibilities of the parties shall run from the effective date of this IGA through the working life of all canines provided to the Agency, unless the IGA is terminated at an earlier date.

Each signatory below represents that he/she has the authority to bind his/her Agency. Both parties recognize that this IGA shall be binding upon the parties regardless of any changes in management or in the authority of the signatories below to bind the respective parties.

("Agency")

Date

("Agency")

Date

Chief, National Canine Division - ATF

Date

DRAFT