



U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

www.atf.gov

**INTER-GOVERNMENTAL AGREEMENT NUMBER #25-930-P/AMV#25AHDQ00025
BETWEEN
THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
AND
AUGUSTA, GEORGIA**

1. PURPOSE:

This Inter-Governmental Agreement (IGA) sets forth the terms and conditions between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and Augusta, Georgia, a political subdivision of the State of Georgia ("Augusta") for the use of the wide-area 800 MHz trunked voice radio system. The initial term of one (1) year, with automatic renewal each subsequent year for a total maximum term of five (5) years, contingent on annual funding, as outline herein.

2. AUTHORITY:

- a. ATF is responsible for investigating criminal and regulatory violations of the Federal firearms, explosives, arson, alcohol, and tobacco smuggling laws. *See* 28 U.S.C. § 599A(b).
- b. The activities of ATF may be carried out through any means including through contracts, grants, or cooperative agreements with non-Federal parties. *See* 28 U.S.C. §530C(a).

3. DESCRIPTION OF SERVICES:

Augusta, Georgia, a political subdivision of the State of Georgia ("Augusta") will provide the use of the wide-area 800 MHz trunked voice radio system.

4. PERIOD OF PERFORMANCE:

The initial terms of this agreement will commence on the effective date of January 1, 2025 and remain in effect until December 31, 2025.

Option Year 2:

Option Year 3:

Option Year 4:

Option Year 5:

This agreement will automatically renew based on the option year, provided the availability of annual funding for each subsequent year, and upon agreement to the new quote provided by Augusta, GA prior to the renewal date.

Augusta, GA shall provide a quote for the upcoming year to ATF, which will specify any fees and/or charges for the new renewal period.

5. PAYMENT:

Under the terms and conditions of this agreement, ATF shall make payment to Augusta, GA for 25 radios at \$50.60 each for a total of \$1,265.00 monthly. The total annual cost will be in an amount not to exceed \$15,180.00.

6. BILLING PROCEDURES:

Augusta, Georgia will invoice ATF. A copy of the invoice may be submitted electronically to your ATF Point of Contact. The invoice shall clearly identify the IGA agreement number (#25-930-P/AMV#25AHDQ00025) and billing period.

Payment of funds will be from 2025-700D-OST-302035-ADM-D4A-25218. A copy of the invoice may be submitted electronically to ATF-RadioBranch@atf.gov.

The Prompt Payment Act, 31 U.S.C. 3902, shall apply.

At the beginning of each Option Year renewal period, ATF will assign a new accounting strip and IGA document number. The new identifiers will be provided to Augusta, GA in conjunction with the annual quote and serve as the basis for proper tracking and documentation throughout the year.

7. MODIFICATION:

This IGA may be modified at any time upon written agreement of both parties.

8. TERMINATION:

This agreement may be terminated by either party upon a 30-day written notice to the other party.

9. POINT OF CONTACTS:

Alan D. Stotler
Bureau of Alcohol, Tobacco, Firearms and
Explosives 5-1 Metropolitan Court
Gaithersburg, MD 20878
(202) 250-3811

Gary Hewett
535 Telfair St. Bldg. 2000
Augusta, GA 30901
T: (706) 821-2525 (Office)
hewett@augustaga.gov

Matthew Hetrick
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Augusta, GA 30901
T: (706) 821-4881 (Office)
hetrick@augustaga.gov

10. AVAILABILITY OF FUNDS:

The obligations set forth in this Agreement are subject to the availability of the necessary resources to the Parties. No provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-deficiency Act, 31 U.S.C. § 1341, or other applicable laws.

11. GOVERNING LAW:

The terms and provisions in this Agreement shall be construed under the laws of the United States, in conjunction with any state laws that do not conflict.

12. INDEMNIFICATION:

Both ATF and Augusta, Georgia shall assume the responsibility and liability for the acts and omissions and representation made by its own employees or agents in connection with the performance of their obligations under this Agreement that are executed within the scope of their employment, including claims for injury, loss or damage to personal property or death. In the case of the ATF, liability shall be determined pursuant to the Federal Tort Claim Act, 28 U.S.C. § 1346.

13. ACCEPTANCE:

AUGUSTA, GEORGIA

NAME

TITLE

SIGNATURE

Date: _____

CLERK OF COMMISSION

NAME

TITLE

SIGNATURE

Date: _____

BUREAU OF ATF

_____ Date: _____

JAMES HUFF
BUREAU PROCUREMENT CHIEF
BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

**Addendum Regarding Indemnification and Insurance
Language**

The parties acknowledge that Title 31, United States Code, Section 1341, and Title 41, United States Code, Section 6301, prohibit Federal agencies from entering any agreement that requires a Federal agency to indemnify and/or hold harmless another party where the amount of the government's liability is indefinite, indeterminate, or potentially unlimited. The Bureau of Alcohol, Tobacco, Firearms & Explosives (ATF) is a component of the U.S. Department of Justice, and as such, it is a self-insured entity supported by the U.S.

Government. Under the Federal Tort Claims Act, Title 28 U.S.C. 1346, et seq., the U.S. Government accepts liability for the loss or destruction of property or personal injury, or death caused by the negligent or wrongful acts or omissions of any employee of the government while acting within the scope of his or her office or employment.