



U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

www.atf.gov

**INTER-GOVERNMENTAL AGREEMENT NUMBER #26-930-P/AMV#26AHDQ00011
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.

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 term of this agreement will commence on the effective date of January 1, 2026, and remain in effect until December 31, 2026.

Option Year 1: January 1, 2027, to December 31, 2027

Option Year 2: January 1, 2028, to December 31, 2028

Option Year 3: January 1, 2029, to December 31, 2029

Option Year 4: January 1, 2030, to December 31, 2030

Each option year may be exercised by the Requesting Agency (ATF) by issuing a written notice (“Option Year Letter”) to the Servicing Agency (Augusta). The issuance of the Option Year Letter shall automatically extend the agreement for the applicable Option Year under the same terms and conditions, unless otherwise agreed in writing.

The fees for each Option Year shall be set forth prior to the issuance of the Option Year Letter.

5. PAYMENT:

Under the terms and conditions of this agreement, ATF shall make payment to Augusta, GA for 25 radios at \$52.70 each for a total of \$1,3047.50 monthly. The total annual cost will be in an amount not to exceed \$15,810.00.

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 (#26-930-P/AMV#26AHDQ00011) and billing period.

Payment of funds will be from 2026-700D-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.

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
535 Telfair St. Bldg. 2000
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

JAMES HUFF

 Digitally signed by JAMES HUFF
Date: 2026.01.13 14:20:58 -05'00'

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.