



**U.S. Department of Justice**

Bureau of Alcohol, Tobacco,  
Firearms and Explosives

[www.atf.gov](http://www.atf.gov)

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**INTER-GOVERNMENTAL AGREEMENT NUMBER #22-960-P/AMV#22AHDQ00014  
BETWEEN  
THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES  
AND  
THE CITY OF LONGMONT DEPARTMENT OF PUBLIC SAFETY**

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**1. PURPOSE:**

This Inter-Governmental Agreement (IGA) between the United States (U.S.) Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the City of Longmont Department of Public Safety, establishes the terms and conditions for the use of the Longmont Firing Range and Training Center located at 10916 County Road 5, Longmont, CO. 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.

The purpose of this modification is to exercise the Base Period for the period of January 1, 2022 to December 31, 2022, in the amount not to exceed \$20,000.

**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. OWNERSHIP, OPERATION, AND MAINTENANCE OF THE TRAINING CENTER AND PROPERTY**

- a) Longmont is the sole owner of the Training Center, associated structures and all fixed facilities and equipment on the property.
- b) Longmont shall manage all operations of the Training Center to include coordinating all scheduling.
- c) Longmont shall maintain in a safe working condition, any and all structures and/or

property utilized in the operation of the Training Center.

#### **4. RESPONSIBILITIES:**

- a) ATF will have full and exclusive access to its leased areas within the Training Center during its contracted times. Some co-use of the Training Center may take place outside of the leased area. For example, if one contracted agency has leased the range and another contracted agency has leased the Simunition House.
- b) Time will be leased in a minimum of one hour increments. Any partial hours used will be rounded to the next full hour for purposes of billing.
- c) ATF will be awarded a bid position based on total paid use of the Training Center from year to date of the start of the bid process.
- d) The bid will generally be held between September and December of the preceding year to accommodate yearly shift rotations. Following the award of bids for scheduled times; ATF will be allowed to schedule additional time for any open dates on a first come first serve basis.
- e) Longmont will accept cancellations for a use date with thirty (30) days' advance notice without charging ATF a fee. If less than thirty (30) days' advance notice is given, this time will be advertised with other users. If this time can be leased by another agency, ATF will not be charged the fees for the respective date; otherwise ATF will remain responsible to pay for the assigned date.
- f) ATF shall send a representative to quarterly law enforcement user group meetings to review terms and use of the Training Center, use of equipment and debrief any issues and/or address any concerns.
- g) ATF will comply with the Rules and Regulations for the Training Facility (Rules and Regs) as amended from time to time, copies of which are available from Longmont and at the quarterly law enforcement meetings. Failure to comply with the Rules and Regs may result in immediate termination of this Agreement.
- h) ATF shall be responsible for any damage to the Training Center except for that caused by routine use.
- i) ATF shall report any damage immediately to the range coordinator.

#### **Use of the Training Center**

- a) Longmont and Boulder County will establish an Operating Management Committee to oversee the scheduling priorities and ensure the needs of the Longmont Police Department and Boulder County Sheriff's Office.
- b) ATF will not lose its current bid position unless it fails to renew its current Use Agreement.

- c) ATF shall send two or more range officers to yearly training provided by Longmont Police to review terms and use of the Training Center, use of equipment and debrief any issues and/or address any concerns.
- d) Any disputes regarding use of the Training Center that are not resolved by the range manager will be resolved by the Operation Management Committee.
- e) Any disputes regarding use of the Training Center that are not resolved by the range manager will be resolved by the Operation Management Committee.
- f) ATF will have full and exclusive access to its leased areas within the Training Center during its contracted days. Some co-use of the Training Center may take place if one contracted agency has leased the range and another contracted agency has leased the Simunition structure.
- g) Following the award of bids for scheduled times the ATF will be allowed to schedule additional time for any open dates.

Note: Longmont and ATF will always have emergency access to the range over any public use (open public shooting), with the exception of pre-scheduled tournaments and competitions.

- h) Longmont retains the right to use those portions of the Training Center for non-shooting purposes at Longmont's discretion so long as they are not incompatible with the ATF's scheduled use.
- i) Nothing herein shall constitute a multiple fiscal year obligation of either party pursuant to Article X, Section 20, of the Colorado Constitution (TABOR). Each party's financial obligations under this Agreement are contingent upon its legislative body's annual appropriation funds to discharge the obligations set forth in this IGA.
- j) ATF agrees it will procure and maintain in full force and effect such insurance or self-insurance that will insure its obligations and liabilities under law, including workers' compensation and general liability.
- k) None of the terms or conditions in this agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than Longmont or the ATF receiving services or benefits under this agreement shall be only an incidental beneficiary.
- l) Any notice to the Parties required under this IGA shall be in writing, delivered to the person designated below for the Parties at the indicated address, unless otherwise designated in writing. Such notice may be delivered only by United States mail or hand delivery.
- m) This IGA represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This IGA may be amended only by an

instrument in writing signed by the Parties. No representations or warranties are made by either party to this IGA except as specifically set forth in this IGA or in any instrument delivered pursuant to this IGA.

- n) This IGA shall be governed by the laws of the State of Colorado to the extent Colorado law does not conflict with Federal law. In the event of a conflict, Federal law shall apply. Venue for litigation to be in the United States District Court for the District of Colorado.

## **5. PERIOD OF PERFORMANCE**

- a) ATF may lease on a yearly basis, based on availability, secure storage space on-site for supplies and equipment (targets, cleaning supplies, props, etc.). This storage space (20' X 8') will cost \$1,000 per year and is located in Building 1.
- b) The Firing Range cost is \$100.00 per hour and is located in Building 1.
- c) The Simunition House cost is \$75.00 per hour and is located in Building 2.
- d) The Training Classroom cost is \$50.00 per hour and is located in Building 3.
- e) Longmont reserves the right to increase fees as it deems appropriate. These fees may be adjusted to include inflation and increased costs associated with personnel costs. A sixty (60) day written notification of any fees increases will be given to ATF.
- f) The total amount of fees will not exceed \$20,000.

## **6. PERIOD OF PERFORMANCE**

- a) ATF is requesting a long term agreement inclusive of a base period of performance and four (4) 12-month periods. This IGA has the option for renewal upon written agreement of both parties. Pricing for each option period shall be agreed upon by both parties prior to the beginning of the period of performance.

Base Period:	January 1, 2022 to December 31, 2022
Option Period One:	January 1, 2023 to December 31, 2023
Option Period Two:	January 1, 2024 to December 31, 2024
Option Period Three:	January 1, 2025 to December 31, 2025
Option Period Four:	January 1, 2026 to December 31, 2026

- b) Either party may provide the other written notice of termination no later than thirty (30) days prior to the end of the agreement expiration date to elect not to renew. The City may terminate this agreement for convenience at any time, with or without cause, upon providing ATF thirty (30) days' written notice.
- c) Each party assumes responsibility for the actions and/or omissions of its agents and its employees in the performance or failure to perform under this agreement.

- d) Nothing herein shall constitute a multiple fiscal year obligation of either party. Each party's financial obligations under this agreement are contingent upon its legislative body's annual appropriation funds to discharge the obligations set forth in this Agreement.
- e) None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than Longmont or ATF receiving services or benefits under this Agreement shall be only an incidental beneficiary.
- e) Any notice to the Parties required under this Agreement shall be in writing, delivered to the person designated below for the Parties at the indicated address, unless otherwise designated in writing. Such notice may be delivered only by United States mail or hand delivery.
- f) This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. No representations or warranties are made by either party to this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.
- g) This Agreement shall be governed by the laws of the State of Colorado unless Federal law conflicts.
- h) The parties acknowledge that Title 31, United States Code, Section 1341, and Title 41, United States Code, Section 11, 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. 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. The venue for any lawsuit against the federal government or its employees that are acting within the scope of their employment is in Federal Court.

## **7. PAYMENT**

- a) ATF may lease on a yearly basis, based on availability, secure storage space on-site for supplies and equipment (targets, cleaning supplies, props, etc.). This storage space (20' x 8') will cost \$1,000 per year and is located in Building 1.
- b) The Firing Range cost is \$100.00 per hour and is located in Building 1.
- c) The Simunition House cost is \$75.00 per hour and is located in Building 2.
- d) The Training Classroom cost is \$50.00 per hour and is located in Building 3.
- e) Longmont reserves the right to increase fees as it deems appropriate. These fees may be

adjusted to include inflation and increased costs associated with personnel costs. A sixty (60) day written notification of any fee increases will be given.

Payment of funds will be from 2022-700D-FO-788000-LEO-G1P-25218. The invoice shall clearly identify the IGA agreement number (#22-960-P/AMV #22AHDQ00014) and billing period.

**8. BILLING PROCEDURES**

ATF will be billed monthly for time leased, payment of which is due in full within thirty (30) days of receipt. Any payment not paid when due will be a default of this Agreement. If Longmont starts collection procedures or incurs any costs in collecting a payment, ATF agrees to pay all of Longmont's expenses therewith, including reasonable attorneys' fees.

**9. MODIFICATION**

This Agreement may be modified only upon written agreement of both parties.

**10. TERMINATION**

In addition to any other grounds for termination provided in this Agreement, this agreement may be terminated by either party upon a thirty (30) day written notice to other party.

**11. ACCEPTANCE**

CITY OF LONGMONT:

\_\_\_\_\_  
[Individual signing on behalf of the City]

[If the Public Safety Chief is signing on behalf of the City, delete the following signature block]  
APPROVED AS TO CONTENT:

\_\_\_\_\_  
PUBLIC SAFETY CHIEF

\_\_\_\_\_  
DATE

APPROVED AS TO INSURANCE PROVISIONS:

\_\_\_\_\_  
RISK MANAGER

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

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ASSISTANT CITY ATTORNEY

KENNETH  
HOUSER

Digitally signed by KENNETH  
HOUSER  
Date: 2021.11.09 12:02:15 -05'00'

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KENNETH M. HOUSER  
BUREAU PROCUREMENT CHIEF  
BUREAU OF ATF

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DATE

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DATE