



LAWRENCEVILLE

GEORGIA

CITY COUNCIL WORK SESSION AGENDA

Wednesday, November 11, 2020
5:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Discussion of General City Business

- [1.](#) Ratification of Service Contracts from Verizon to AT&T FirstNet
- [2.](#) Motorola Subscriber Radios Purchase with Smart Connect
- [3.](#) Gwinnett Metro Task Force Memorandum of Agreement
- [4.](#) Purchase of (2) two TactiTrack 32 Covert GPS Tracker Systems, along with (1) one-year unlimited Tracking and Alerts, Charging Kit and shipping
- [5.](#) Purchase of 1286 Covert Concealment System and Budget Amendment 211-11-11-2020
- [6.](#) Contract with Blue Line Solutions for Automated Speed Enforcement Cameras with Flock Safety Cameras in School Zones
- [7.](#) Purchase of Emergency Equipment for New Police Vehicles
- [8.](#) In-Car Cameras for New Police Vehicles
- [9.](#) HVAC Systems Service on an Annual Contract

- [10.](#) Cramac Subdivision Replacement of Underground Primary Conductor and Transformer Project
- [11.](#) 230 Sarah Lane Storm Drain Replacement Project
- [12.](#) 520 Wayside Drive Storm Drain Replacement Project
- [13.](#) Stone Mountain Street Gas Line Relocation Project
- [14.](#) Intergovernmental Agreement with Gwinnett County for Clayton-Nash Signal

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment



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AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 11, 2020

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Ratification of Service Contracts from Verizon to AT&T FirstNet
Department:	Police Department
Date of Meeting:	Wednesday, November 11, 2020
Fiscal Impact:	None
Presented By:	Chief Tim Wallis
Action Requested:	Ratification of Service Contracts from Verizon to AT&T FirstNet and authorize the City Manager to surplus existing equipment.

Summary: This request is to ratify Annual Service Contracts with AT&T FirstNet for cellular devices and wireless cards.

Background: Evaluation and Selection Process – AT&T FirstNet was created after 9/11. This was put into effect under the National Telecommunications and Information Administration and was designed to give first responders Priority Service in communication which was a downfall nationally during 9/11 and most recently during the metro Atlanta inclement weather in 2014. The US Government placed an RFP to develop this type of communication which AT&T won and developed the FirstNet of today. In the event of a catastrophic event, FirstNet will give first responders pre-exemption cell tower priority on cellular devices and priority on wireless card devices.

Fiscal Impact: Amount not to exceed 2020/2021 budgeted amount of \$76,020 in both Police and 911 Funds for telephone and will have an annual savings of \$1033.56 per year. Amount not to exceed 2020/2021 budgeted amount of \$51,918 for Wireless Card Services.

Concurrences:

Attachments/Exhibits:

Letter of Explanation



LAWRENCEVILLE

POLICE DEPARTMENT

To: Chief Wallis
From: D. Schad
Date: October 5, 2020
Re: AT&T FirstNet Invoice

As you are aware, we chose to switch our cellular provider from Verizon to AT&T's FirstNet. FirstNet was created just after the 9-11 attack on the US. This was put into effect under the National Telecommunications and Information Administration and was designed to give first responders Priority Service in communication, which was a downfall nationally pre-911. The US Government placed an RFP to develop this type of communication, in which AT&T won and developed the FirstNet today.

As an incentive for public safety agencies to switch over, AT&T offers not only discounted rates, but a one-time credit per device that are switch from one carrier to FirstNet. The discounts offered are \$200.00 per cellular devices and \$75.00 per wireless hotspot, and a credit option where they will pay us for our old devices. AT&T understands that many agencies cannot afford to replace their whole fleet of communication devices, so they assist with all these incentives. During the switch over, we had a total of 48 cellular devices and 89 wireless hotspots. The total of the discounts \$9,600.00 for cellular devices and \$6,675.00 for hotspots to total: \$16,275.00 in activation credits. We have received a quote to purchase our old cellular phones for a total of \$3,795.00 which range from \$15 (iPhone 6) to \$210 (iPhone XR) per phone. Please note that with Verizon, these devices were provided free under our Public Safety account.

Once we received our first bill, we noted several issues: Failed to separate Cellular and Hotspots accounts, no activation credits applied, contained non-applicable charges (taxes), and a few fees that should have been waived. We spoke to our account manager about the issues and we hadn't received a new invoice until this past week, but still contain several more errors. We were also informed that the activation credits would take up to 2 billing cycles before it will be applied to the account and we had just turned over the old wiped cellular phones on the 2nd of October. The phone credits will take some time, since they will be required to be validated operational before they will apply a credit.



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POLICE DEPARTMENT

Our plan cycle is from the 13th to 12th of the following month. When the switchover was completed, the date was August 4th and our first bill included service from August 4th to 12th and 13th to September 12th. Because FirstNet is a Public Safety Unlimited Service, they require to pay ahead rather after the plan. Any additions to the account during the current bill, would just fall on the newest invoice the following cycle. With that said, the following is what is currently due:

Cell Phones - \$11,560.41 (Cell service from 08/04-09/12 and 09/13-10-12)

Wireless HotSpots - \$5,625.45 (Data service from 08/04-09/12 and 09/13-10-12)



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 11, 2020

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Motorola Subscriber Radios Purchase with Smart Connect
Department:	Police Department
Date of Meeting:	Wednesday, November 11, 2020
Fiscal Impact:	\$763,752.20
Presented By:	Chief Tim Wallis
Action Requested:	Approval of Budget Amendment 210-11-2020 for 5 Year Municipal Lease Purchase of Motorola Radios with Smart Connect not to exceed \$152,750.44 annually and authorize the City Manager to surplus existing equipment.

Summary: This request is to enter into a 5 year Municipal Lease Agreement at a 2.99% Lease Rate with Motorola to purchase 110 APX6000 Portable Radios with Smart Connect, 10 APX6500 Remote Mount mobile radios, 10 APX 6500 Dash Mount mobile radios, 3 Desk Top RF Control Radios, and 1 CM300 136-174 state band mobile radio. The first 5 quarterly payments will be funded by Confiscated Assets Fund Balance with subsequent quarterly payments 6 – 20 funded by the City Capital Improvement Plan.

Background: The department's current portable radios were initially purchased from Motorola after the being used at the Democratic Convention in 2012. Motorola no longer supports maintenance or repairs to the current radios and technology has expanded in the 8 years since this initial purchase. Smart Connect allows the radio to automatically connect to Wi-Fi hotspots in the event the radio is out of range of a tower or there is service interruption with the tower with no user intervention needed.

Fiscal Impact: Amount not to exceed \$152,750.44 annually. The quarterly payments will be initially funded by account CONFISCATED ASSETS (Fund 210) in the amount of \$190,938.05. Upon approval of this Municipal Lease Agreement, this account will have \$178,683.03 remaining.

Concurrences: Finance supports the Municipal Lease Agreement and future 5 Year Capital Improvement Plan. Executive Staff is also in agreeance.

Attachments/Exhibits:

Subscriber Radio Upgrade Proposal

Municipal Lease Contract

Smart Connect

Communications Products Agreement

Lawrenceville PD Equipment List

Amortization Schedule



Angela Rhodes
Motorola Manufacturers Representative
Mobile Communications, Inc.
885 Cripple Creek Road
Lawrenceville, Georgia
(470)261-6339

Lawrenceville Police Department
Subscriber Radio Upgrade Proposal

October 6, 2020

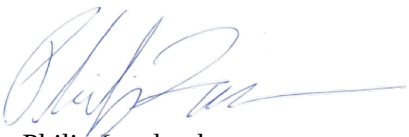
(110)	APX6000 portable radios to include Smartzone software, ASTRO P25 digital software, FDMA / TDMA software, Enhanced Data, WIFI, Extreme 1 sided noise reduction, Multikey, ADP encryption, Smart Connect, 1/4/wave antenna, (2) 3400 MAH batteries, Impress 2 charger and remote speaker microphone.	\$6,880.00	\$756,800.00
(10)	APX6500 Remote Mount mobile radios to include Smartzone software, ASTRO P25 digital software, FDMA / TDMA software, WIFI, Multikey, ADP encryption, Smart Connect, 15-watt speaker, palm microphone, 3db gain antenna, glass mount WIFI antenna, cables and hardware.	\$6,982.00	\$ 69,820.00
(10)	APX6500 Dash Mount mobile radios to include Smartzone software, ASTRO P25 digital software, FDMA / TDMA software, WIFI, Multikey, ADP encryption, Smart Connect, 15-watt speaker, palm microphone, 3db gain antenna, glass mount WIFI antenna, cables and hardware.	\$6,795.00	\$ 67,950.00
(3)	APX6500 Desk Top RF control radios to include Smartzone software, ASTRO P25 digital software, FDMA / TDMA software, WIFI, Multikey, ADP encryption, Smart Connect, built in speaker, desk top microphone, power supply, magnetic mount antenna, glass mount WIFI antenna, cables and hardware.	\$7,215.50	\$ 21,646.50

(1)	CM300 136-174 state band mobile radio to include 150-162 roof mount antenna, palm microphone, Cables and hardware.	\$ 642.33	\$ 642.33
	Total list price of equipment		\$916,858.83
	Less 27% NASPO / State Contract Discount		- \$247,551.88
	Less Trade in (134 radios x \$300.00 per radio)		- \$ 40,200.00
	SmartConnect for 130 subscribers		\$ 62,400.00
	Installation, removal & Programming services		\$ 15,450.00
	Total discounted sale price including 5 years of SmartConnect		<u>\$706,956.95</u>

- NASPO / State Contract Pricing valid until 12-31-20
- Trade in of \$300.00 per radio valid until 11-30-20
- Trade in radios will be collected once new radios are deployed

***The Smartconnect infrastructure should be online and operational by year's end. Knowing this, it would be advantageous to include the subscription fees in the overall radio purchase for two reasons:

1. Allows that expense to be included in the chosen finance option. Most agencies are choosing a 3 or 5 year subscription term. (\$96 per subscriber per year X term)
 - a. 36 months/130 radios = \$37,440 would be added to the total
 - b. 60 months/130 radios = \$62,400 would be added to the total
2. Allows the shop to program the radios pre-delivery at one time rather than returning them all again for the SmartConnect feature/WIFI programming.



Philip Landgrebe
Georgia Area Sales Manager
Motorola Solutions, Inc.

COMMUNICATIONS PRODUCTS AGREEMENT

Lease Purchase

Motorola Solutions, Inc. ("Motorola") and the City of Lawrenceville Police Department, Georgia ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

1.1 EXHIBITS. The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	Motorola's Proposal dated October 6, 2020
Exhibit C	Equipment Lease Purchase Agreement Certificate of Delivery

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the Products, excluding applicable sales or similar taxes and freight charges.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the equipment listed in the List of Products that Customer purchases from Motorola under this Agreement.

"Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, supplier performance, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause).

“Motorola Software” means Software that Motorola or its affiliated company owns.

“Non-Motorola Software” means Software that another party owns.

“Open Source Software” (also called “freeware” or “shareware”) software with either freely obtainable source code, license for modification, or permission for free distribution.

“Products” mean the Equipment and Software provided by Motorola under this Agreement.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Software” means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Products.

“Warranty Period” means one (1) year from the date of shipment of the Products.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** During the Term of this Agreement, Customer may order additional Equipment or Software if it is then available. Each purchase order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the purchase order, the applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within thirty (30) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online (“MOL”), and this Agreement will be the “Underlying Agreement” for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** This Agreement does not cover maintenance or support of the Products except as provided under the warranty. In addition, this Agreement does not cover professional or subscription services. If Customer wishes to purchase maintenance or support, professional or subscription services, Motorola will provide a separate proposal and terms and conditions upon request.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement that is attached as Exhibit A.

Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

Section 4 PERFORMANCE SCHEDULE

If this Agreement includes the performance of services, the statement of work attached as Exhibit B-2 will describe the performance schedule.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that Customer will appropriate funds according to the Payment Schedule. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

5.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$706,956.95. The Contract Price will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease-Purchase Agreement executed between the parties. If applicable, a pricing summary is included with the Payment schedule. A reduction in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Unless otherwise stated in the Equipment Lease-Purchase Agreement, title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4 **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following name: City of Lawrenceville
address: PO Box 2200
Lawrenceville, GA 30046
phone: 678-407-6571

E-INVOICE. To receive invoices via email:

Customer Account Number: 1011949784

Customer Accounts Payable Email: ap.invoices@lawrencevillega.org

Customer CC(optional) Email: creynolds@lawrencevillega.com; twallis@lawrencevillegpd.com

The Equipment will be shipped to the Customer at the final, following address (insert if this information is known): 300 Jackson Street, Lawrenceville, GA 30046__.

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. **SITE CONDITIONS.** If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

Section 7 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless the statement of work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

Section 8 REPRESENTATIONS AND WARRANTIES

8.1. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If Acceptance is delayed beyond six (6) months after shipment of the Products by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Products.

8.2. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. If Acceptance is delayed beyond six (6) months after shipment of the Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Software.

8.3. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.4. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

8.5. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.6. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DELAYS

9.1 Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

Section 10 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

10.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

10.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

10.3 **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

10.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the State in which the Products are delivered. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

10.5. CONFIDENTIALITY. All communications pursuant to subsections 10.2 and 10.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 11 DEFAULT AND TERMINATION

If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 12 INDEMNIFICATION

12.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

12.3. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

12.3. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

12.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim").

Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.3.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury, death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION.

14.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this agreement. All deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

14.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

14.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, de-compile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 15 GENERAL

15.1. **TAXES.** The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty twenty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

15.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.3. **WAIVER.** Failure or delay by either Party to exercise any right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

15.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

15.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement only as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6. **HEADINGS AND SECTION REFERENCES; CONSTRUCTION.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

15.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the Products or services. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the Products or services before the scheduled installation of the Equipment. Although Motorola might assist Customer in

the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

15.9. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

15.10. **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software), Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights; and all of the General terms in this Section 15.

15.11. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	City of Lawrenceville Police Department
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and the City of Lawrenceville Police Department, Georgia ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3. If the Designated Products being acquired by Licensee include a Microsoft SQL Server or a Microsoft System Center Operations Manager, the Microsoft software for these Microsoft Products is sublicensed to Licensee from Motorola and is subject to additional Microsoft End-User License Agreement terms.

3.4 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation,

including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim

transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of Georgia. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

Motorola's Proposal dated October 6, 2020
(attached)

Exhibit C

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee (Customer) and Lessor.

Equipment Lease Purchase Agreement No.: 24962

Lease Schedule A No.: 24962

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24962 . See Schedule A for a detailed Equipment List. (attached)

LESSEE/CUSTOMER:

By: _____

Title: _____

Date: _____

Please complete this form and send a copy via US mail or email to:

Motorola Solutions Credit Company LLC

Attn: Bill Stancik, Finance Manager | 500 W. Monroe, 44th Floor | Chicago, IL 60661

Email: bill.stancik@motorolasolutions.com | Telephone: (847) 538-4531



10/9/20

City of Lawrenceville
300 Jackson Street
Lawrenceville GA 30046

RE: Municipal Lease # 24962

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24962 are valid for contracts that are executed and returned to Motorola on or before November 23, 2020. After **11/23/20**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531

Thank You,

Bill Stancik
MOTOROLA SOLUTIONS CREDIT COMPANY LLC

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address City of Lawrenceville

E-mail Address: _____

Attention: _____

Phone: _____
2. Lessee County Location: _____
3. Federal Tax I.D. Number _____
4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department:

5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

Phone: _____

Fax: _____

7. Payment remit to address: **Motorola Solutions, Inc.**

P.O. Box 71132

Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24962

LESSEE:

City of Lawrenceville
300 Jackson Street
Lawrenceville GA 30046

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. The Initial Term of this Lease begins as of the Commencement Date identified by Lessor in the Schedule A attached hereto, relating to such Lease, in accordance with applicable provisions of Georgia law, the Initial Term expires absolutely and without further obligation on the part of Lessee at midnight on the last day of the calendar year in which this Lease was executed, subject to Lessee's option to extend the term of this Lease for up to the number of consecutive one-year renewal terms (each of such terms, a "Renewal Term," and collectively, "Renewal Terms") to pay the Lease Payments due hereunder. Each Renewal Term under this Lease shall also terminate absolutely and without further obligation on the part of Lessee at midnight on the last day of each succeeding calendar year that is a Renewal Term, unless this Lease has been renewed as set forth herein. Lessee's annual option to extend the term of this Lease shall be exercised by the adoption by the governing body of Lessee of a final budget in accordance with applicable law which appropriates, specifically with respect to this Lease, moneys sufficient (after taking into account any moneys legally available for such purpose) to pay the Lease Payments and all additional amounts for which Lessee is or may become responsible under this Lease for the next succeeding Renewal Term as provided herein. The adoption of such final budget, after the holding of a public hearing, if necessary, and compliance with the procedures required by applicable law, shall extend the term of this Lease with respect to which such action is taken for the succeeding Renewal Term without any further action required by any officers or officials of Lessee. Within ten (10) days after the adoption of such final budget, Lessee shall deliver written notice to Lessor stating that Lessee has extended the term of this Lease. The terms and conditions of any Renewal Term of this Lease shall be the same as the terms and conditions during the Initial Term of this Lease, except that the Lease Payments shall be as provided in Schedule B.

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee currently intends, subject to Section 5, to continue the term of this Lease through the Initial Term and all Renewal Terms and to pay the Lease Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the Initial Term and all Renewal Terms of this Lease can be obtained. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend this Lease for any Renewal Term is within the discretion of the governing body of the Lessee.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so

respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Initial Term and each Renewal Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludability (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. (a) During the term of this Lease, title to the Equipment shall be vested in Lessor, subject to the rights of Lessee under such Lease. Upon the first to occur of (i) the day after the last scheduled Rental Payment under such Lease is paid in full or (ii) the day after the Lessee exercises the prepayment option under the lease and such Lease is paid in full, Lessor shall transfer all of its right, title and interest in and to the Equipment under such Lease to Lessee without representation or warranty (except with respect to Lessor or anyone claiming by, through or under Lessor) "where is, as is" and "with all faults." Lessee, at its expense, will protect and defend Lessor's title to the Equipment identified in each Lease and will keep the Equipment under each Lease free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

(b) Upon the first to occur of (i) the expiration of the Initial Term or any Renewal Term under such Lease during which an Event of Nonappropriation occurs or (ii) an Event of Default under such Lease and a termination of Lessee's rights thereunder as provided therein, Lessor shall be entitled to repossess the Equipment identified in such Lease and otherwise to exercise its remedies as provided therein.

(c) All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Initial Term and each Renewal Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Initial Term and each Renewal Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be

carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Initial Term and each Renewal Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv)

exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. (a) Lessee hereby agrees to complete, execute and deliver to Lessor with respect to this Lease a Certificate of Compliance with Georgia Law (in substantially the form attached hereto).

(b) Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

If Lessee is a county or municipality under the laws of the State of Georgia, (a) the sum of (i) the aggregate principal component of Lease Payments under the Lease plus (ii) the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia (which was outstanding in the aggregate principal amount of \$_____ on _____) does not exceed 10% of the assessed value of all taxable property within Lessee; and (b) the Equipment financed pursuant to the Lease has not been the subject of a referendum which failed to receive the approval of the Lessee's voters within the four calendar years immediately preceding the date of execution of the Certificate of Acceptance to which this Certificate is attached; or if Lessee is a county, independent or area school system under the laws of the State of Georgia, (a) the total combined annual payments for Lessee's contracts under Georgia Code §20-2-506 and contracts of such school system under Article IX, Section III, Paragraph I of the Constitution of Georgia in any calendar year, excluding guaranteed energy savings contracts, does not exceed an amount equal to 7.5 percent of the total local revenue collected for maintenance and operation of the school system in the most recently completed fiscal year; and (b) the Lease to which this Certificate relates is not being entered into within four calendar years after an election on the proposed issuance of bonded debt for goods, materials, real or personal property, services or supplies which are the same as or substantially similar to the Equipment financed pursuant to such Lease and which proposal was defeated by the Lessee's electors.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any) , Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any

provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of November, 2020.

LESSEE:

City of Lawrenceville

LESSOR:

MOTOROLA SOLUTIONS, INC.

By: _____

By: _____

Printed Name: _____

Title: Treasurer

Title: _____

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or

(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the City of Lawrenceville , an entity duly organized and existing under the laws of the **State of Georgia** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24962**, between City of Lawrenceville and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of _____, hereto this ____ day of November, 2020.

By: _____

(Signature of Secretary/Clerk)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24962 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for City of Lawrenceville

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 24962
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24962** ("Lease"), between Lessor and City of Lawrenceville Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

INITIAL TERM: 60MONTHS

COMMENCEMENT DATE: DECEMBER 1, 2020

First Payment Due Date: March 1, 2021

20 quarterly payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24962** to that Equipment Lease Purchase Agreement number **24962** will be maintained by the **City of Lawrenceville** as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24962** , City of Lawrenceville, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 24962 to that Equipment Lease Purchase Agreement number 24962 . Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24962 and list any deductibles

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of City of Lawrenceville?
3. Does the equipment replace existing equipment?
If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

**EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE
CERTIFICATE**

The undersigned Lessee hereby acknowledges receipt of the Equipment described below (“Equipment”) and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24962 Lease Schedule A No. : 24962

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24962. See Schedule A for a detailed Equipment List.

LESSEE: City of Lawrenceville
By: _____

Date: _____

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) held November _____, 2020 the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Lawrenceville (Lessee) and Motorola Solutions, Inc. (Lessor).
2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

City of Lawrenceville (Schedule B)						
Compound Period:			Quarterly			
Nominal Annual Rate:			2.990%			
CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
1	Lease	12/1/2020	\$706,956.95	1		
2	Lease Payment	3/1/2021	\$ 38,187.61	20	Quarterly	12/1/2025
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	
Lease	12/1/2020				\$706,956.95	
1	3/1/2021	\$ 38,187.61	\$ 5,284.50	\$ 32,903.11	\$674,053.84	
2	6/1/2021	\$ 38,187.61	\$ 5,038.55	\$ 33,149.06	\$640,904.78	
3	9/1/2021	\$ 38,187.61	\$ 4,790.76	\$ 33,396.85	\$607,507.93	
4	12/1/2021	\$ 38,187.61	\$ 4,541.12	\$ 33,646.49	\$573,861.44	
5	3/1/2022	\$ 38,187.61	\$ 4,289.61	\$ 33,898.00	\$539,963.44	
6	6/1/2022	\$ 38,187.61	\$ 4,036.23	\$ 34,151.38	\$505,812.06	
7	9/1/2022	\$ 38,187.61	\$ 3,780.95	\$ 34,406.66	\$471,405.40	
8	12/1/2022	\$ 38,187.61	\$ 3,523.76	\$ 34,663.85	\$436,741.55	
9	3/1/2023	\$ 38,187.61	\$ 3,264.64	\$ 34,922.97	\$401,818.58	
10	6/1/2023	\$ 38,187.61	\$ 3,003.59	\$ 35,184.02	\$366,634.56	
11	9/1/2023	\$ 38,187.61	\$ 2,740.59	\$ 35,447.02	\$331,187.54	
12	12/1/2023	\$ 38,187.61	\$ 2,475.63	\$ 35,711.98	\$295,475.56	
13	3/1/2024	\$ 38,187.61	\$ 2,208.68	\$ 35,978.93	\$259,496.63	
14	6/1/2024	\$ 38,187.61	\$ 1,939.74	\$ 36,247.87	\$223,248.76	
15	9/1/2024	\$ 38,187.61	\$ 1,668.78	\$ 36,518.83	\$186,729.93	
16	12/1/2024	\$ 38,187.61	\$ 1,395.81	\$ 36,791.80	\$149,938.13	
17	3/1/2025	\$ 38,187.61	\$ 1,120.79	\$ 37,066.82	\$112,871.31	
18	6/1/2025	\$ 38,187.61	\$ 843.71	\$ 37,343.90	\$ 75,527.41	
19	9/1/2025	\$ 38,187.61	\$ 564.57	\$ 37,623.04	\$ 37,904.37	
20	12/1/2025	\$ 38,187.61	\$ 283.24	\$ 37,904.37	\$ -	
Grand Totals		\$ 763,752.20	\$ 56,795.25	\$706,956.95		

INITIAL INSURANCE REQUIREMENT: \$706,956.95

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

Lawrenceville PD St Equipment List

Portable Radios

APX6000 2.5 Portables Law Enforcement

Qty	APC	Model	Description
110	481	H98UCF9PW6BN	APX6000 2.5
110	481	H38	Smartzone Operation
110	481	Q806	Astro Digital CAI
110	481	Q361	P25 9600 Baud Trunking
110	481	QA00580	TDMA Operation
110	481	QA01833	Extreme Noise Reduction
110	656	QA03399	Enhanced Data
110	579	QA09001	WiFi Capability
110	579	QA07682	Smartconnect
110	430	Q667	ADP only
110	481	H869	Multikey
110	481	H122	1/4 Wave 7/8 Stubby
110	185	QA05100AA	STD 1 year warranty
110	562	QA05570	Li-ion Impres 2 IP68 3400 Mah
110	453	PMNN4486A	Spare 3400 MAH Battery
110	372	PMMN4099CL	Remote mic IP68 3.5 jack
110	785	NNTN8860	CHARGER, SINGLE-UNIT, IMPRES 2

Mobile Radios

APX6500 Enhanced Mobiles

Qty	APC	Model	Description
10	527	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ
10	656	G67	Remote Mount mid-power
10	656	GA00804	02 Control Head
10		G444	Control Head Software
10	656	G174	ANT 3DB LOW-PROFILE 762-870
10	656	G806	ASTRO DIGITAL CAI OPERATION
10	527	G51	SMARTZONE OPERATION APX6500
10	656	G361	P25 TRUNKING SOFTWARE APX
10	656	GA00580	TDMA OPERATION APX
10	681	GA09001	WI-FI CAPABILITY
10	681	GA01630	SMARTCONNECT
10	681	GA01579AB	COVERT WIFI GLASSMOUNT 2.4/5 GHZ

10	430	G193	ADP ONLY (NON-P25 CAP COMPLIANT)
10	656	W969	MULTIPLE KEY ENCRYPTION OPERATION
10	471	W22	STD PALM MICROPHONE APX
10	656	G831	SPKR 15W WATER RESISTANT
10	185	QA05100AA	Std. Warranty - No SFS
10	527	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ
10	656	G66	Dash Mount
10	656	GA00804	02 Control Head
10		G444	Control Head Software
10	656	G174	ANT 3DB LOW-PROFILE 762-870
10	656	G806	ASTRO DIGITAL CAI OPERATION
10	527	G51	SMARTZONE OPERATION APX6500
10	656	G361	P25 TRUNKING SOFTWARE APX
10	656	GA00580	TDMA OPERATION APX
10	681	GA09001	WI-FI CAPABILITY
10	681	GA01630	SMARTCONNECT
10	681	GA01579AB	COVERT WIFI GLASSMOUNT 2.4/5 GHZ
10	430	G193	ADP ONLY (NON-P25 CAP COMPLIANT)
10	656	W969	MULTIPLE KEY ENCRYPTION OPERATION
10	471	W22	STD PALM MICROPHONE APX
10	656	G831	SPKR 15W WATER RESISTANT
10	185	QA05100AA	Std. Warranty - No SFS
3	527	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ
3	656	G66	Dash Mount
3	656	GA00804	02 Control Head
3		G444	Control Head Software
3	656	G174	ANT 3DB LOW-PROFILE 762-870
3	656	G806	ASTRO DIGITAL CAI OPERATION
3	527	G51	SMARTZONE OPERATION APX6500
3	656	G361	P25 TRUNKING SOFTWARE APX
3	656	GA00580	TDMA OPERATION APX
3	681	GA09001	WI-FI CAPABILITY
3	681	GA01630	SMARTCONNECT
3	681	GA01579AB	COVERT WIFI GLASSMOUNT 2.4/5 GHZ
3	430	G193	ADP ONLY (NON-P25 CAP COMPLIANT)
3	656	W665	CONTROL STATION OPERATION
3	656	G91	CONTROL STATION POWER SUPPLY
3	656	W969	MULTIPLE KEY ENCRYPTION OPERATION
3	471	W382	Control Station Desk Mic

3	185	QA05100AA	Std. Warranty - No SFS
1		AAM01JQH9JC1AN	CM300 136-174 45W 99CH AD
1		HAD4008A	Unity Gain Antenna VHF Roof Mt

PARTS AND SERVICE

3	0180355A76	ANT MAG MT
	SVC03SVC0115D	SUBSCRIBER PRGMMING/INSTALL
	SSV01S01663A	SmartConnect Subscriptions

\$

-



APX™ FEATURE DESCRIPTION: SMARTCONNECT

SUMMARY

Your P25 radio system is designed for excellent coverage, but there are times when you need to go beyond the boundaries of the network, without losing your vital connection. Now, SmartConnect can keep you in touch with your team even when outside of radio system coverage.

HOW IT WORKS

When P25 is unavailable, SmartConnect automatically switches your voice channel to available broadband networks and then back again as soon as you return to P25 coverage. This effectively extends the usable service area of your radio.

APX radios can use SmartConnect when connected directly to Wi-Fi hotspots or through an in-vehicle modem LTE or satellite connection.

With no user intervention needed, the switchover is fast and seamless with audio remaining on the same talkgroup. P25 voice information is sent over broadband unchanged, so radio functionality and voice quality are maintained. The radio indicates SmartConnect is active by showing a blue bar on the display.

SECURITY

Voice information is sent over the broadband network as P25 packets, complete with end-to-end encryption. Control signals between the radio and gateway are encrypted using TLS.

DELIVERY

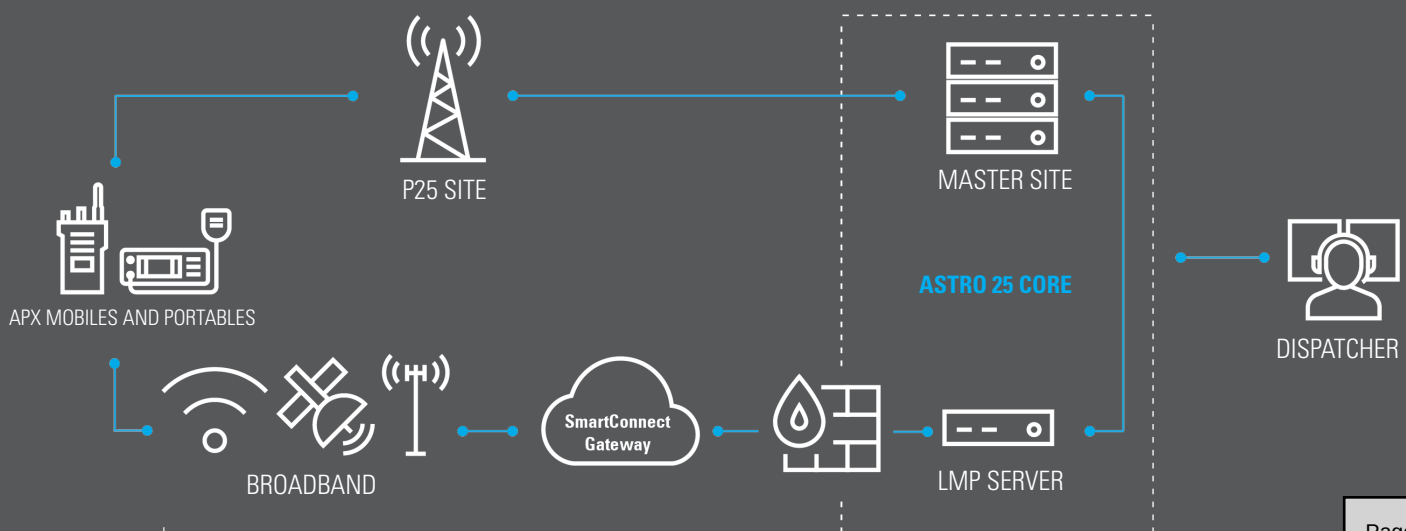
As standard, SmartConnect is purchased as a subscription service, and is charged per radio per year. Other plans are available: Please speak with your account executive.

BENEFITS

Users stay connected to the radio network even when they are outside radio coverage

No special actions or commands are required: switchover is automatic.

There is no requirement to manage a separate set of talkgroups and configurations.



SAMPLE USE CASES

FEATURES & DEPENDENCIES

IN-BUILDING COVERAGE

With SmartConnect, users can leverage existing Wi-Fi infrastructure to communicate from locations with limited coverage such as schools, hospitals, and malls. Stay connected wherever you have Wi-Fi service.

REMOTE ACCESS

When outside of your P25 network, SmartConnect allows your radio to utilize in-vehicle LTE or Satellite modems to stay connected to the radio network. Go beyond the boundaries of your radio system with PTT communication through broadband connections.

FEATURES

- Group Call Clear/Encrypted
- PTT ID
- Home Emergency Call & Alarm
- FDMA/TDMA to/from LMR system
- Radio Interrupt/Console Takeover
- Announcement Group (MultiGroup)
- Group Regrouping
- Radio Inhibit/Uninhibit
- Dynamic Regrouping
- Call Alert
- Status Update
- Radio Authentication
- Scan/Priority Monitor
- Agency Groups
- Remote Monitor

DEADSPOT MITIGATION

As with any wireless network, coverage deadspots can occur in areas like built up cities, parking garages, or passing through hilly terrain. SmartConnect can leverage existing broadband connections to provide continuous coverage so you never lose touch with your team.

MUTUAL AID

When neighboring agencies call on you in times of need, the mission may take you beyond your P25 service area. SmartConnect helps you stay connected to home by utilizing broadband when outside your jurisdiction.

DEPENDENCIES

- Portable radios must be Trunking and Wi-Fi capable
- Mobile radios must be Trunking, Wi-Fi, or Data Modem Tethering capable
- The radio must be operating on a system that is configured LMR preferred
- Radios must be connected to a channel that supports SmartConnect
- ASTRO 25 Trunking System release A7.17+ with SmartConnect

COMPATIBILITY

PORTABLE RADIOS:

- APX 8000 series via Wi-Fi
- APX 6000 Enhanced Series (bn) via Wi-Fi

MOBILE RADIOS:

- APX 8500 via Wi-Fi or Data Modem Tethering
- APX 6500 (bn) via Wi-Fi or Data Modem Tethering

LTE ROUTERS VERIFIED:

- Motorola Solutions VML750
- Sierra Wireless AirLink® GX series
- Sierra Wireless AirLink MP70
- Sierra Wireless AirLink MG90

SATELLITE MODEMS VERIFIED:

- Cobham 325



MOTOROLA SOLUTIONS

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. [motorolasolutions.com](https://www.motorolasolutions.com)

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City of Lawrenceville (Schedule B)						
Compound Period:			Quarterly			
Nominal Annual Rate:			2.990%			
CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
	1 Lease	12/1/2020	\$706,956.95	1		
	2 Lease Payment	3/1/2021	\$ 38,187.61	20	Quarterly	12/1/2025
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	
Lease	12/1/2020				\$706,956.95	
1	3/1/2021	\$ 38,187.61	\$ 5,284.50	\$ 32,903.11	\$674,053.84	
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12	12/1/2023	\$ 38,187.61	\$ 2,475.63	\$ 35,711.98	\$295,475.56	
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19	9/1/2025	\$ 38,187.61	\$ 564.57	\$ 37,623.04	\$ 37,904.37	
20	12/1/2025	\$ 38,187.61	\$ 283.24	\$ 37,904.37	\$ -	
Grand Totals		\$ 763,752.20	\$ 56,795.25	\$706,956.95		

INITIAL INSURANCE REQUIREMENT: \$706,956.95

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 11, 2020

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Gwinnett Metro Task Force Memorandum of Agreement
Department:	Police Department
Date of Meeting:	Wednesday, November 11, 2020
Fiscal Impact:	None
Presented By:	Chief Tim Wallis
Action Requested:	Approval for Mayor and Police Chief to sign MOA for Interagency Agreement for Narcotics and Vice Gwinnett/Metro Task Force with review and approval of the City Attorney.

Summary: This is a request for the Mayor to sign a MOA for Interagency Agreement for Narcotics and Vice between participating Gwinnett County Municipalities and the Gwinnett County Sheriff's Department for the Gwinnett Metro Task Force. (GMTF)

Background: GMTF was formed in 2012 as a result of the settlement of the Services Delivery Strategy Case with Gwinnett County. There are currently 7 participating Municipalities and the Gwinnett County Sheriff's Department for a total of 8 participating agencies. The reason for the additional MOA signatures this year is the GMTF Unit still has a Department of Justice Asset Forfeiture Account which will be closed out at the end of the year 2020. The Department of Justice Forfeiture account has been zeroed out due to recent changes in Asset Forfeiture laws. The Asset Forfeiture annual report is completed by the Secretary/Treasurer who is responsible for all state and federal reporting requirements for the Task Force and requires an updated MOA to close the Department of Justice Account.

Fiscal Impact: None

Attachments/Exhibits: MOA of Interagency Agreement for Narcotics and Vice for GMTF.

MEMORANDUM OF AGREEMENT
INTERAGENCY AGREEMENT FOR NARCOTICS AND VICE
GWINNETT/METRO TASK FORCE

PURPOSE

As a result of the settlement in the Services Delivery Strategy case, it is incumbent on the cities to identify resources to handle complaints and investigate incidents of narcotics use and abuse as well as violations of vice laws occurring within the various municipalities located in Gwinnett County. Accordingly, the cities enumerated below have agreed to form a Task Force to respond to, investigate and prosecute the offenders through mutual aid and the terms of this agreement within the respective municipalities. It is the intent of this Task Force to forward information on cases, known violations and intelligence occurring in unincorporated Gwinnett County to the Gwinnett County Police Department for enforcement action.

Persons engaged in criminal activities and enterprises do not respect geographical jurisdictional boundaries. Therefore, membership in this Task Force is open to the Gwinnett County Police Department and any other local, state or federal agency desiring to partner with us in this effort.

Gwinnett Metro Task Force Mission Statement

The Gwinnett Metro Task Force (GMTF) is charged with the suppression of illegal possession, manufacture, and distribution of controlled substances. To counter the threat of illegal narcotics-related violence and crime, GMTF has developed multifaceted strategies and initiatives targeting and attacking all levels of this complex problem. The suppression of such narcotics activity is accomplished through proactive investigations utilizing intelligence gathering capabilities, surveillance, confidential informants, and undercover operations. GMTF will file asset seizure cases against narcotics traffickers whenever possible. GMTF will cooperate with other law enforcement agencies – local, state or federal – in order to provide for the effective investigation of narcotics related cases. The primary consideration of any operation or arrest is the safety of the officer.

Authority and Responsibility

Pursuant to the Georgia Constitution Art. IX, Sec. III, Para. I and O.C.G.A. 36-69-1 *et. seq.*, the following departments enter into this Interagency Agreement to operate the Gwinnett Metro Task Force (GMTF):

1. Auburn Police Department
2. Duluth Police Department
3. Gwinnett County Sheriff's Department
4. Lawrenceville Police Department
5. Lilburn Police Department
6. Norcross Police Department
7. Snellville Police Department
8. Suwanee Police Department

The Chief Law Enforcement Officials, of the above eight entities, shall comprise the Board of Directors of the Task Force and shall direct the operations of said Task Force. The head of any other approved law enforcement entity shall assume a seat on the Board once approved by the sitting Board. A Chairman of the Board and a Secretary/Treasurer of the Task Force will be elected by the Board every January and serve for a term of one year; however, other Board Members may be appointed and or elected to these positions should either become unable to serve out the one-year term. The Board shall convene on the 4th Tuesday of each month at 10:00 a.m. or as soon as practicable after the Gwinnett Chief's meeting that begins at 9:00 a.m. on the same day in the conference room of the Gwinnett County Sheriff's Office. Other meetings will be held at a time and location specified by the Chairman upon adequate notice to the other Board members. Attendance by four members of the Board shall constitute a quorum and are authorized to conduct business on behalf of the entire Board.

Membership is open to members of the Gwinnett County Police Department, the City of Braselton, the City of Loganville, the Georgia Bureau of Investigation (G.B.I.), and any duly constituted law enforcement agency with jurisdiction in Gwinnett County or any other state or federal entity having an interest in the Task Force or working with the Task Force in any capacity. Associate membership in the Task Force is authorized for other local, state or federal entities as approved by the Board. The District Attorney, or his designee, shall sit on the board as an associate member in a non-voting capacity to provide assistance to the Board.

SECTION I

Once constituted, the Board will establish written policies and procedures for the Gwinnett Metro Task Force and shall ensure that such policies and procedures are provided to each member of the Board and each employee of the various agencies assigned to the Task Force. The Board shall review the written policies and procedures at such time as may be required for the successful operation of the Gwinnett Metro Task Force and make changes or modification deemed appropriate or necessary by the Board.

Agency personnel will adhere to their agency's policies where GMTF's policies do not exist. See GMTF policy 01-07.3 - In any circumstance where GMTF Policy contradicts a member's agency policy, the member shall notify a supervisor immediately. Officers/Employees will refer to their Departmental Policies and Procedures when a matter is not covered in the GMTF Policies and Procedures Manual.

SECTION II

Custody of all records, checkbooks and funds shall remain with the Secretary/Treasurer, or his or her designee, and may be assigned to a fulltime accountant. Said accountant shall monitor all funds or seized assets and maintain accounting records as required and or recommended by the Board. The Secretary/Treasurer or his designee shall be responsible for all state and federal reporting requirements.

The Secretary/Treasurer, as custodian of the records, shall make recommendations to the Board as to the depository or depositories to be used by the Board for all funds, including those seized or forfeited. Upon approval by the board, the Secretary/Treasurer or his or her designee is authorized to open accounts as may be required in any banking institution insured by the Federal Depositors Insurance Corporation (F.D.I.C.)

Forfeited funds deposited in such accounts shall be used by the Board in the operation of the Gwinnett Metro Task Force. Funds may be used for any purpose permitted by O.C.G.A. 16-13-49 including, but not limited to, paying informant fees, providing investigators with "buy money", costs related to investigations of illegal narcotics and vice operations, approved equipment or training for the members of the Task Force, other members of participating agencies, and an Assistant District Attorney or investigator assigned to the unit or any other expense authorized by the Board for the operation of the Gwinnett Metro Task Force.

Disbursement of any funds from the accounts shall be made by issuance of a check drawn on the appropriate account bearing the signature of the Chairman and Secretary/Treasurer as approved by the Board. The Board will also authorize other signatories, in its discretion, to sign only when the Chairman and/or Secretary are unavailable to ensure timely processing of any funds for the efficient operation of the Task Force. In accordance with GMTF policy, expenditure of funds under \$500.00 may be made by the Task Force Commander or his/her designee. These expenditures may be made by either cash on hand "buy money", or use of a debit card linked to the account.

Forfeited funds derived from either the Department of Justice or the Department of the Treasury Equitable Sharing Program shall be distributed equally amongst all participating agencies with GMTF. Funds from the State Asset Forfeiture Account not used in support of GMTF's operations can be distributed equally to participating agencies with the task force at the discretion of the Board.

SECTION III

The Gwinnett Metro Task Force will operate combined narcotics, vice and intelligence units within the Task Force. Lieutenant Dean Boone of Snellville Police Department is designated as the Task Force Commander and shall report to the Board. Supervisors in the unit will be designated by the Task Force Commander and approved by the Board. The total number of investigators and or analyst assigned to the Task Force will be determined at the discretion of the Chief Law Enforcement Officer of each member agency.

SECTION IV

Should seizures occur as contemplated and authorized by the Official Code of Georgia Annotated, the civil proceedings required for the forfeiture shall be handled under the authority of the District attorney or his designee. The current officer assigned to the District Attorney's Office, (currently, a Gwinnett County Police Officer) shall investigate, handle any administrative matters including preparation of documents or other pleadings. Any applicable fees will be paid from the proceeds as provided in O.C.G.A. 16-13-49.

SECTION V

Any member of the Board of Directors or the Gwinnett Metro Task Force can opt out of this is agreement and participation in the Task Force by submitting a notice to separate or resignation to the Board for action. The Board will approve any notice submitted in writing upon receipt of

notice provided the notice is submitted at least thirty (30) days prior to the intended withdrawal from the Board or Task Force.

Chief, Auburn Police Department

Date: _____

Mayor, City of Auburn

Date: _____

Chief, Duluth Police Department

Date: _____

Mayor, City of Duluth

Date: _____

Sheriff of Gwinnett County

Date: _____

Chief, Lawrenceville Police Department

Date: _____

Mayor, City of Lawrenceville

Date: _____

Chief, Lilburn Police Department

Date: _____

Mayor, City of Lilburn

Date: _____

Chief, Norcross Police Department

Date: _____

Mayor, City of Norcross

Date: _____

Chief, Snellville Police Department

Date: _____

Mayor, City of Snellville

Date: _____

Chief, Suwanee Police Department

Date: _____

Mayor, City of Suwanee

Date: _____



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 11, 2020

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Purchase of (2) two TactiTrack 32 Covert GPS Tracker Systems, along with (1) one-year unlimited Tracking and Alerts, Charging Kit and shipping
Department:	Police Department
Date of Meeting:	Wednesday, November 11, 2020
Fiscal Impact:	\$2,871.00
Presented By:	Captain Ryan Morgan
Action Requested:	To Approve the purchase of (2) two TactiTrack 32 Covert GPS Tracker Systems, along with (1) one-year unlimited Tracking and Alerts, Charging Kit and shipping in the amount of \$2,871.00 and to Authorize a Budget Amendment from Confiscated Assets 211-111111 in the amount of \$2,871.00 to 1003221-531122.

Summary: The request is to purchase (2) covert GPS tracking systems that can be placed on suspect vehicle(s) to monitor their movements while under investigation and within the limitations of the law. The units would primarily be used in long term drug investigations, where there are many suspects who are traveling to various locations transporting illegal drugs or large sums of US currency.

Background: Evaluation and Selection Process – There are several different types and models of GPS tracker devices on the market. This model, based on the opinions of officers who have used them, are the most reliable and user friendly. This model has the ability for officers to track vehicles using their mobile devices, with almost real time results. The price includes a (1) one year unlimited tracking and alerts service plan. This portion of the purchase will be a reoccurring service contract for \$998.00, budgeted annually in the future. Three bids were obtained with Integrity Surveillance Group having the lowest bid.

Fiscal Impact: Amount not to exceed \$2,871.00 to be used from Local Asset Forfeiture Funds. Upon approval of the budget amendment 210-1-2020, this account will have \$151,955.67 remaining.

Attachments/Exhibits:

Integrity Surveillance Group Quote 605

Pro-Tech Quote 003839-R0

LENS Quote 1683



QUOTE 605

OCT 12, 2020

4.

LAWRENCEVILLE PD

ATTN: RYAN MORGAN
300 JACKSON STREET
LAWRENCEVILLE, GA 30046
UNITED STATES

SUMMARY

	QUANTITY	RATE	AMOUNT
TT32	2	\$899.00	\$1,798.00
TactiTrack 32 Covert, Tactical GSM GPS Tracker with 32AH Battery			
1 Year Unlimited Tracking & Alerts	2	\$499.00	\$998.00
1 Year Unlimited Tracking & Alerts *down to 1 second on TactiTrack line*			
Charging Kit	2	\$25.00	\$50.00
USB DC Lead, Upgraded 2AH wall usb, Upgraded 2AH car charger, and hard carrying case for transport			
Shipping	1	\$25.00	\$25.00
Shipping & Handling			
SUBTOTAL			\$0.00
TOTAL			\$2,871.00

Integrity Surveillance Group
P.O. Box 105
Mount Olivet, KY 41064

Contact: Jamie Noplis
(888) 866-2492

Integrity Surveillance Group is a division of GPS Vehicle Tracking Solutions, LLC.
FEIN: 81-1125917

**PRO-TECH**

4.

QUOTE # 003839-R0

Bill to:
Lawrenceville Police Department
300 Jackson Street
Lawrenceville, GA 30046

Contact: Ryan Morgan
Email:
Rmorgan@lawrencevillepd.com
Phone:

Sales Rep: Joe Jaracz
Email: jjaracz@protechsales.com
Phone:
Fax:

Ship to:
Lawrenceville Police Department
300 Jackson Street
Lawrenceville, GA 30046

Contact: Ryan Morgan
Email:
Rmorgan@lawrencevillepd.com
Phone:

Quote Date: October 09 2020
Quote Valid: 30 day(s)
Payment: NET 30

Part Number	Description	Brand	Qty	Unit Price	Extended Price
TCT-32	Covert Magnetic Vehicle Tracker: 32,000mAh Battery	TactiTrack	2	\$949.00	\$1,898.00
TCT-12MO	12-Month Unlimited Tracking Subscription to include: Unlimited Updates, Desktop Tracking Platform Access and Mobile App Tracking Access	TactiTrack	2	\$499.00	\$998.00
Charging Kit	Charging Kit for GPS Tracking Device Includes AC Charger, Cig Plug Charger and USB Cord	TactiTrack	2	\$50.00	\$100.00

Net Total: **2,996.00**
Shipping: **50.00**
Total: **\$3,046.00**

Notes:

To ACCEPT this quotation, please **CONFIRM BILLING AND SHIPPING** address, sign below, and then email to: orders@protechsales.com

Signature: _____ Date: _____ Department PO#: _____

****If your Agency issues official Purchase Orders: Please **CONFIRM BILLING AND SHIPPING** address and then send official PO to: orders@protechsales.com**



4311 Laurel Drive
Saint Joseph, MI 49085

Federal ID #27-1468241
269-408-6087

Sales Quotation

4.

Date	Estimate #
10/12/2020	1683

Name / Address

Lawrenceville Police Department
Ryan Morgan
300 Jackson Street
Lawrenceville, GA 30046

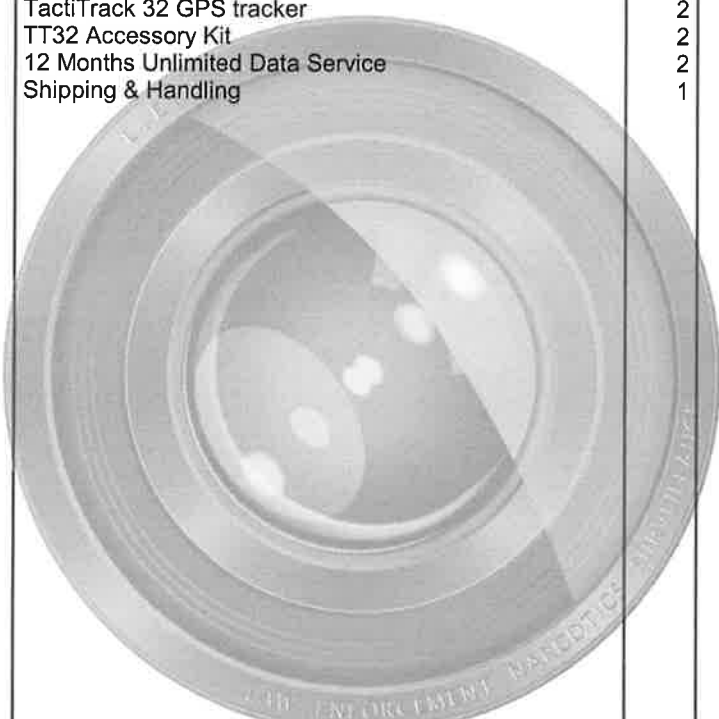
Make All Purchase Orders to:

LENS Equipment
4311 Laurel Drive
Saint Joseph, MI 49085

Email: mwitt@lens-eq.com
FAX: (269) 769-2701

- * This estimate will remain valid for thirty (30) days from the issue date.
- * Freight and insurance charges will be prepaid and added to the invoice.
- * This equipment is provided with a 1-year warranty on parts and labor.

Item	Description	Qty	Rate	Total
30014	TactiTrack 32 GPS tracker	2	949.00	1,898.00
30014 - Accessory	TT32 Accessory Kit	2	40.00	80.00
Cell-Service	12 Months Unlimited Data Service	2	499.00	998.00
Shipping	Shipping & Handling	1	25.00	25.00



Terms of Payment:	Open account/Net 30 (30 days)
Delivery:	Thirty (30) days A.R.O.
Freight:	Terms: FOB St. Joseph, MI

Total \$3,001.00



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 11, 2020

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Purchase of 1286 Covert Concealment System and Budget Amendment 211-11-11-2020
Department:	Police Department
Date of Meeting:	Wednesday, November 11, 2020
Fiscal Impact:	\$5,951.00
Presented By:	Captain Ryan Morgan
Action Requested:	To Approve the Purchase of a 1286 Covert Concealment System with local Asset Forfeiture Funds and Approve a Budget Amendment for \$5951.00 from Confiscated Asset Fund 211-111111 to 1003221-531122.

Summary: This request is to purchase a 1286 Covert Concealment System. Covert surveillance camera system that can be mounted on utility pole(s) or other areas. This is the same type of covert camera we used in recent months in front of City Hall during the demonstrations. This system has the capability to be monitored and controlled off site from a secure location, and from multiple locations using an IP address. It has live feed capability and recorded documentation of footage. This camera system has parts that are either under patent or the patent is pending. The 360 Splice Boot camera has a patent pending and SCCI is the only company with the dual splice boot camera having the ability to live stream two cameras at the same time.

Background: Evaluation and Selection Process – The police department used this type of camera (borrowed from another agency) during the recent demonstrations outside of City Hall and found that it was extremely reliable. The camera allowed us to monitor the crowd from inside the mobile command center and from other laptops in the field because the footage is livestreamed using a secure IP address. Sandoval Customs Creations has the patent on this type of camera.

Fiscal Impact: Amount not to exceed \$5,951.00. This project is funded by account CONFISCATED ASSETS (Fund 211) for \$5,951.00. Upon approval of this purchase, this account will have \$91,583.49.

Attachments/Exhibits:

Justification
Bid
Sole Source

Sandoval Custom Creations, Inc
PO Box 155
Larkspur, CO 80118 US
303-918-3878
shaun@sccicovert.com
www.sccicovert.com



5.

Quote

QUOTE # 4343
DATE 07/31/2020

ADDRESS
Lawrenceville, GA PD

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
1286 System H45/600C 1286 Covert Concealment complete system including; Small enclosure with front window, two side windows, one decal for the front window, two micro perf decals for the side windows, All micro perf is 70% open and 30% closed, and two black out decals (color matched to Hoffman box color) for the side windows, power receptacle, pigtail, Heavy duty powder coated internal bracket with "C" bracket and external heavy duty powder coated mounting bracket with keyhole and strapping slots. Canon VB-H45 Camera, Cradle Point IBR600C 4G LTE Verizon with 802.11N WiFi modem, additional support through SCCI, 84-264 VAC to 12 VDC self sensing self switching power supply, Custom rigging including ethernet cable, pigtails for camera and modem, Universal camera mounting base, and cabling. Molded plastic shipping container with custom rigid foam.	1	5,951.00	5,951.00
shipping Included FedEx ground shipping included	1	0.00	0.00

Thank you for the opportunity to quote your surveillance needs.

TOTAL

\$5,951.00

Accepted By

Accepted Date



Integrity-Loyalty-Quality-Innovation-World-class Customer Support

October 13, 2020

To Whom It May Concern:

As of the date of this letter, Sandoval Custom Creations, Inc is the sole source provider of the following products:

Small Enclosures- including the **14107, 1286, 1066, and 865** are unique to the industry. The metal external mounting brackets, interior mounting brackets, magnetic universal camera mounting base, flush mount acrylic windows, custom decals, 70% open / 30% closed micro perforation window covering, convection and power venting with custom fan mounting brackets and switching, along with the mil spec power connectors are purposeful designs by SCCI engineers to meet or exceed the industry standards.

Trans-Cam- is patented with the United State Patent Office. The Patent number is: 8,482,608

Cobra-Cam- is patented with the United States Patent Office. The Patent Number is 8,382,387

360 Splice Boot-Cam- is Patent Pending with the United States Patent Office. The filing number is 62/002,966. SCCI is the only company with a dual camera splice boot camera that has the ability to live stream two cameras at the same time.

RAD Surveillance Platform- is Patent Pending with the United States Patent Office. The filing number is 62455482

Pedestal Cam- to the best of SCCI's knowledge no other company makes a pedestal concealment that utilizes SCCI's custom magnetic mounting and quick release. SCCI uses proprietary concealments and design systems.

Colonial Cam- To the best of SCCI's knowledge no other company makes a colonial style streetlight concealment.

WiFi Access Cam- To the best of SCCI's knowledge no company makes a concealment like SCCI's WiFi access including 70% open 30% closed micro perf, pole mounting system with swivel bracket, custom made photo sensor/transformer unit.

Multi Use Drop Car- To the best of SCCI's knowledge no other company makes a MUDC device like SCCI's. SCCI uses proprietary concealments and design systems. Including the tissue box and Visor cam systems.

Leotech Surveillance Platform- is a proprietary design that only SCCI manufactures and sells.

GE-ERL1 Surveillance Platform- is a proprietary design that only SCCI manufactures and sells.

ACR (Advanced Central Receive) Concealment- is unique to the industry. The metal external mounting brackets, interior mounting brackets, magnetic universal camera mounting base, and magnetic radio mounting base, flush mount acrylic windows, custom decals, 70% open 30% closed micro perforation window covering, power venting with custom rear facing filtered vents with high air flow venting system, along with the mil spec power connectors are purposeful designs by SCCI engineers to meet or exceed the industry standards.

Metricom-Cam- Surveillance Platform- is a proprietary design that only SCCI manufactures and sells. The 4-window design allows for vertical and horizontal mounting options. The custom made swiveling, 4-point articulating arm bracket allows for leveling and left and right directionality, maximizing the field of view (FOV) of the camera, the Metricom-Cam is one of a kind on the market today.

SCCI uses a proprietary computer software .bin program to program the Cradlepoint modem to function with our IP network scheme and access controls.

SCCI's magnetic Camera and Radio universal mounting brackets were developed by SCCI and are unique to the industry.

Please feel free to contact us with any additional questions.

Shaun Sandoval
CEO
Sandoval Custom Creations, Inc
Shaun@sccicovert.com
(303) 918.3878



LAWRENCEVILLE

GEORGIA

5.

Requester Name and Title: Ryan Morgan, Captain

Note: Requester must be able to defend this justification.

Requester Department: Police Department

Requested Single/Sole Source Supplier:

Company Name Sandoval Custom Creations, INC (SCCI)
Contact Name Shaun Sandoval
Address P.O. Box 155
City Larkspur **State** CO **Zip Code** 80118
Phone Number 303-918-3878 **E-mail** shaun@scsicover.com

Is the recommended company the manufacturer? ☒ Yes ☐ No

Does the manufacturer sell the brand item(s) through distributors? ☐ Yes ☒ No

**Description of
Product or Service:**

*(if additional
space is needed,
include them in a
separate page)*

Covert surveillance camera system that can be mounted on utility pole(s) or other areas. This is the same type of covert camera we used in recent months in front of City Hall during the demonstrations. This system has the capability to be monitored and controlled off site from a secure location, and from multiple locations using an IP address. It has live feed capability and recorded documentation of footage.

*Describe the full scope of work contemplated including installation if required;
items should include brand, model and part number if applicable;*

Estimated Cost: \$ \$5951.00

Annual ☐ **One Time** ☐

SINGLE / SOLE SOURCE / BRAND SPECIFIC RATIONALE

Explain why the recommended product/company/brand is the only product/company/brand that can meet the requirement. Address the following: Are there any other products/companies that can do this job? What condition (e.g. technological superiority, or performance risks, etc.) exists so that the recommended product/company has a significant advantage over any other products/company that can do this job?

It is important to sufficiently address the key reason for awarding an order without soliciting competitive bids. The rationale must be clear and convincing, avoiding generalities and unsupported conclusions.

(if additional space is needed, include them in a separate page)

Complete the following checklist

A specific product/company is the only source of the required product/service because (check all that apply):

☐ Must match existing piece of equipment available only from the same source of original equipment. Provide documentation from supplier supporting that no other supplier can supply this.

☒ **It is not possible to obtain** competitive bids for consideration (i.e., only one source is capable of supplying the goods/service or meeting the requirements). I have attached the pertinent documentation showing what market research was conducted to preclude other brands or vendors from consideration. *In a brief explanation, provide supporting evidence for the conclusion; other sources considered should be listed, along with explanation of why they are unable to meet the requirements.*

This camera system has parts that are either under patent or the patent is pending. The 360 Splice Boot camera has a patent pending and SCCI is the only company with the dual splice boot camera that has the ability to live stream two cameras at the same time.

(if additional space is needed, include them in a separate page)

Single / Sole Source / Sole Brand Justification

5.

☐ There is a **substantial technical risk** in contracting with any other contractor, (e.g., only one contractor has been successful to date in implementing a difficult manufacturing process). *In a brief explanation, provide supporting evidence of why other contractors are considered to be unable to overcome the substantial technical risk.*

(if additional space is needed, include them in a separate page)

☐ For support effort, there is no reasonable expectation that a meaningful cost or other improvement could be realized over the incumbent contractor's performance (e.g., the chances of another firm winning a competition are clearly remote). *Please provide a brief explanation.*

(if additional space is needed, include them in a separate page)

ACKNOWLEDGEMENT

This section must be completed.

☐ I acknowledge the City's requirements for soliciting competitive bids for purchases and the criteria for justification for Single Source/Sole Source/Sole Brand purchases. I have gathered the required technical information, have made a concerted effort to review comparable/equal products/services (e.g., market research), and further affirm that there is no conflict of interest involved in the selection made.

Signature: _____

Date: _____



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 11, 2020

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Contract with Blue Line Solutions for Automated Speed Enforcement Cameras with Flock Safety Cameras in School Zones
Department:	Police Department
Date of Meeting:	Wednesday, November 11, 2020
Fiscal Impact:	\$0.00 (There is a 65/35% Revenue Share from Paid Citations, Therefore, it is Violator Funded)
Presented By:	Captain Tawnya Gilovanni
Action Requested:	To Approve an Annual Contract with Blue Line Solutions for the Installation of Automated Speed Cameras with Flock Safety Cameras in School Zones within the City Limits

Summary: This request is to approve the installation of automated speed enforcement cameras with Flock Safety cameras to be placed in 8 school zones inside the City, and to also enter into an annual contract for the systems at no cost to the City.

Background: The automated speed enforcement cameras with Flock Safety cameras would be placed in school zones inside the City limits to reduce speeds in the school zone in an effort to reduce traffic crashes and the severity of injuries sustained in those crashes, and to provide LPR data to officers. Speed data has shown that a significant speeding problem exists in every school zone, with as many as 95% of vehicles exceeding the speed limit by at least 10 miles per hour during school zone times.

Fiscal Impact: No cost to the City, the City will receive 65% of the revenue generated by paid citations.

Attachments/Exhibits:

Sole Source Justification/Blue Line Solutions/System Agreement

BLUE LINE SOLUTIONS

Automated School Zone Photo Speed Program

- Blue Line Solutions LLC (BLS) has been in business for 10 years working with agencies in Georgia, Ohio, Louisiana, and Iowa to slow traffic and lessen the chance of a serious injury or fatal crash.
- Our CEO Mark Hutchinson and VP of Sales Cam Reed have a law enforcement background and have both worked for the Georgia Governor's Office of Highway Safety as the Law Enforcement Coordinator.
- We take the same approach in our program that we did a GOHS: educate the public through a large public information and education campaign and then perform enforcement activities (much like Click-It Or Ticket, Drive Sober or Get Pulled Over, etc.).
- There is no cost to the City as we do a revenue share from the paid citations, so it is essentially a violator funded program.
- Our office processes the citations and will "spoil" all unreadable tags, public safety vehicles (unless otherwise notified), and then sends them to the Police Department for a final review where they may "spoil" undercover officers, etc.
- The Police Department has total control over the program
- BLS personnel will provide court docket and court packets for all contested citations

What sets us apart from the other companies that do photo speed:

- We utilize LIDAR (laser) where other companies use radar. LIDAR is much more court defensible and is 100% accurate.
 - We use DragonEye Technologies system, located in Norcross, GA
 - Our cameras are 10' – 14' high. The competitors are 3' – 6' high and can be vandalized easily
- We conduct a 5 day speed study vs. 1 day speed study like other companies
 - Provides better data for measurement of program effectiveness
 - Conduct a 2nd 5 day study after the warning period to measure the effectiveness of PI&E
 - Conduct 5 day studies every quarter for the first year to document continued success
- Provide ongoing data studies to City, community, and media to show program success and effects on reducing speeding vehicles
- Our program incorporates a significant Public Information & Education component that includes
 - Assisting the city with press releases and/or a press conference
 - Meeting with the PTO/PTA in cooperation with the Police Dept.
 - Development and providing brochures to the school system for dissemination to parents

- Explains the purpose for the program
 - Highlights the chances of children being killed at various speeds if struck by a vehicle
- 5"x7" brochures developed and distributed
 - School Teachers
 - Bus Drivers
- Provide messaging to the city and school system
 - Additional press releases
 - Social media content
 - School Email blasts to parents
- We provide one radar speed sign per automated camera for use in the school zone or park areas (see picture below)
 - Can place them prior to the school zone to advise drivers their speed prior to entering
 - Can utilize them in parks or other areas where children are present
- We provide one ALPR camera per automated camera
 - Can advise law enforcement if a registered sex offender enters the school zone
 - Can advise of stolen cars, wanted individuals, etc. who enter the school zone.

No other company provides all the above-mentioned resources to ensure the public is made aware and educated. We strive to create a program that will reduce the amount of negative feedback and create a positive data flow that proves the program works.



AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2020, between **Blue Line Solutions, LLC** (herein “BLS”), and the **City of Lawrenceville** (herein “City”), a City of the State of Georgia.

WHEREAS, BLS has the legal possession and processes, referred to collectively as the “Automated Speed Enforcement System” (herein “ASE System”), and

WHEREAS, City desires to use the ASE System to monitor excessive speeding infractions and other potential traffic violations, issue traffic notices of violations and evaluate traffic movement and safety, affirms it has no other such equipment or service provider, and has the right, power and authority to execute this Agreement.

NOW THEREFORE, the parties agree:

As used in this Agreement, the following words and terms shall apply:

“**Notice of Liability**” means a notice of liability issued by a competent state or authorized law enforcement agency or by a court of competent jurisdiction relating to an infraction evidenced by the ASE System.

“**Person**” or “**persons**” means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

“**ASE System**” means Automated Speed Enforcement System, described as photographic traffic monitoring devices capable of accurately detecting a traffic infraction and recording such date with images of such vehicle. Each ASE system will contain a minimum of one LIDAR/camera for each lane of travel in which enforcement is conducted.

“**Violation**” means failure to obey an applicable traffic law or regulation, including, without limitation, operating a motor vehicle in excess of the posted speed limit.

2. BLS AGREES TO PROVIDE:

The scope of work identified in **Exhibit A**.

3. City AGREES TO PROVIDE:

The scope of work identified in **Exhibit B**.



4. TERMS AND TERMINATION

a. The term of this Agreement shall be for 2 (two) years beginning on the date of the first notice of a liability is issued and payable and may be automatically extended for additional 1 (one) year periods at the sole option of City. Either party may terminate this Agreement at the expiration of any term providing written notice of its intent not to extend the Agreement at least thirty (30) days prior to the expiration of the current term.

Either party shall have the right to terminate this Agreement by written notice:

- i) At any time during the term of this Agreement without cause with 30-day notice, provided however, (x) if the City terminates the Agreement prior to the expiration of any term, the City shall pay the applicable costs set forth in Exhibit C; and (y) the City shall not terminate this Agreement without cause in the first year of the term;
- ii) If applicable law is changed so as to prohibit or substantially interfere with the operation or feasibility of the ASE System or the parties' obligations under this Agreement;
- iii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection may occur if the terminating party notifies the other party of its intent to terminate, stating the specific grounds therefore, and the other party fails to cure the default within sixty (60) days after receiving notice.

b. Upon any termination of this Agreement, the parties recognize that BLS and City will use its best efforts to continue to process any and all pending and legitimate traffic law violations. Accordingly, the parties shall have the following obligations which continue during the termination process: City shall cease using the ASE System, shall allow BLS to retrieve all equipment to BLS within a reasonable time not to exceed 30 days, and shall not generate further images to be processed. Unless reasonably agreed upon otherwise by both parties, BLS and City shall continue to process all images and notices of violation that occurred before termination in accordance with this Agreement and BLS shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect.

c. Upon the expiration of any term of this Agreement or in the event that City receives an offer for services substantially related to those provided by BLS or the ASE System, the City shall offer BLS the first right to enter into a new agreement with City prior to signing any agreement with another provider for provision of services substantially similar to those provided by BLS under this Agreement (the "Right of First Refusal"). The Right of First Refusal shall be limited to a three (3) year term from the expiration of this Agreement.

d. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the ASE System or the underlying Infraction are unconstitutional, illegal or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the ASE System or the enforcement of the underlying infraction, shall also automatically terminate this agreement.



5. ASSIGNMENT AND EFFECT OF AGREEMENT

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the City hereby acknowledges that the performance of BLS's equipment and obligations pursuant to this Agreement require a significant investment by BLS, and that, in order to finance such investment, BLS may be required to enter into certain agreements or arrangements with financial institutions or other similar entities. The City hereby agrees that BLS shall have the right to assign or pledge its rights under this Agreement in connection with any financing subject to the City's prior written approval, which approval shall not be unreasonably withheld or delayed. The City further agrees that in the event BLS provides written notice to the City that it intends to assign or pledge its rights pursuant to this Agreement, and in the event that the City fails to provide such approval or fails to object within thirty (30) days after its receipt of such notice from BLS, then BLS shall be free to effect such transaction.

This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and assigns as permitted by law.

6. FEES AND PAYMENT

City shall pay BLS for all equipment, services and maintenance based on the Service Fee schedule indicated in **Exhibit C**.

BLS shall collect and accumulate all payments to City on a monthly basis and provide proper payment to City on or before the 15th day of the following month. City shall forward to BLS any payments received by City directly from violators within three (3) days of receipt, in order for BLS to process and reconcile all payments due and owing under this Agreement.

7. AVAILABILITY OF INFORMATION

BLS agrees that all relevant information obtained by BLS through operation of the ASE System shall be made available to City at any time during BLS's normal working hours upon reasonable notice, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of notices of violation or the fulfillment of BLS's obligations to City under this Agreement.

8. CONFIDENTIAL INFORMATION

No information provided by BLS to City will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by BLS. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws, insofar as they may be applicable.



9. OWNERSHIP OF SYSTEM

It is understood by the City that the ASE System, and all associated hardware and software being provided by BLS is, and shall remain, the sole property of BLS, unless separately procured by City. The ASE System is being provided to City only pursuant to the terms of this Agreement. City agrees that it shall not make any modifications to BLS's equipment, nor disassemble or perform any type or reverse engineering to the ASE System, nor infringe on any property or patent rights, nor cause or allow any other Person to do any of the foregoing. The parties agree that upon termination of this Agreement for any reason, BLS shall have the right, but not the obligation, to remove all equipment provided.

10. INDEMNIFICATION AND INSURANCE

City shall at all times comply with all federal, state and local laws, ordinances and regulations. City acknowledges that they reasonably believe the MPL System, ASE System and associated citation procedures comply with federal, state, and local laws and ordinances. City shall comply with the maintenance procedures and manufacturer recommendations for operation of the MPL System and ASE System equipment.

City shall indemnify and hold harmless BLS against any claims arising from:

- a. Violation of any federal, state and local laws, ordinances and regulations;
- b. Any claims arising from violations that are not the result of BLS's failure to follow proper maintenance procedures and manufacturer recommendations for operation of the equipment;
- c. Any claims as a result of the negligence or willful misconduct of the City, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of BLS;

BLS shall indemnify and hold harmless the City against any claims arising from negligence or willful misconduct of BLS, its officers and directors, agents, attorneys, and employees.

11. LIMITED LIABILITY

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability arising out of or relating to this Agreement.

12. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include but are not limited to, acts of God or the public enemy, terrorism,



significant fires, floods, earthquakes, unusually severe weather, epidemics, strikes, or governmental authority approval delays or denials. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

13. CORRESPONDENCE BETWEEN PARTIES

All notices required to be given under this Agreement shall be deemed provided upon the date postmarked when mailed by first class mail, or by registered mail, and addressed to the proper party at the address set forth in paragraph 21 below.

14. DISPUTE RESOLUTION

Both parties desire all disputes arising out of or in connection with this Agreement to be resolved through good-faith negotiations between the parties, and to be followed if necessary by professionally-assisted mediation within 45 days. Any such mediator must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to attempt to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and remain confidential. Each party will bear its own costs in the mediation and will equally share the fees and expenses of the mediator.

15. ADDITIONAL SERVICES

Additional systems and services provided by Blue Line Innovations Holdings may be added to this Agreement by mutual consent of the parties in writing as an addendum to this Agreement. All other terms and conditions shall remain the same. In the event the City agrees to contract for other services provided by BLS or companies owned by Blue Line Holdings, LLC whether or not associated with the program herein, City authorize BLS to withdraw invoiced amounts on a one time basis, or monthly basis, whichever is chosen by the City, as payment for products/services. Such services may include but are not limited to In-Car Video Systems, Body Worn Cameras, Video/Evidence Storage, & Automated License Plate Recognition Systems.

16. VALIDITY AND CONSTRUCTION OF TERMS

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and all remaining provisions of this Agreement shall remain in full force and effect.

17. ENTIRE AGREEMENT

This Agreement replaces any previous agreements and discussions and constitutes the entire agreement between the parties with respect to the subject matters herein. No amendments, modifications, or alterations of the terms herein shall be binding unless the same is in writing and duly executed by the parties.



18. AUDIT RIGHTS

Each party shall have the right to audit the records of the other party pertaining to the Citations issued pursuant to this Agreement solely for the purpose of verifying the accuracy of payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight hours' notice, at mutually convenient times. The cost of any such audit shall be borne by the party requesting the audit.

19. COVENANT OF FURTHER ASSURANCES

All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instrument and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereto or to carry out the intent of this Agreement.

20. NO AGENCY

The relationship between the parties shall be that of independent contractors, and the employees, agents and servants of either party shall in no event be considered to be employees, agents, or servants of the other party. This Agreement shall not create an agency relationship between BLS and City and neither party may incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

21. NOTICES

Any notices or demand which under the terms of this Agreement or under any law shall be in writing shall be made by personal service, first class mail, or by certified or registered mail to the parties at the following address:

Notices to Blue Line Solutions
Mark Hutchinson, CEO
3903 Volunteer Dr., Suite 400
Chattanooga, TN 37416

Notices to City of Lawrenceville PD
Chief Tim Wallis
300 Jackson St.
Lawrenceville, GA 30046

22. COMPLIANCE WITH LAWS

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, provided it is consistent with the intent of the parties as expressed in this Agreement.

**23. STATE LAW TO APPLY**

This Agreement shall be construed under and in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date accepted by the Customer.

Blue Line Solutions, LLC.

By: _____

City OF _____

STATE OF _____

Authorized Signature

Approved and authorized this _____ day of _____, 20____.



Exhibit A

BLS Obligations and Scope of Work

- 1) BLS at the request of City shall perform an analysis on selected roadways to determine potential violation rates and assess the most suitable locations for the ASE System equipment.
- 2) BLS shall provide the quantities of ASE Systems equipment as indicated on Exhibit D. From time to time, the parties may agree to add or subtract the number of ASE Systems to be provided and may modify the location(s) if the parties agree in writing.
- 3) BLS shall provide an automated, web-based processing program for all valid Notices of Liability including image processing, mailing of the initial Notice and a reminder Notice, printing and mailing costs. The program shall be conducted in a timely manner to comply with any applicable statute of limitation for filing notices of liability. Subject to the approval and authorization from City, each Notice shall be delivered by First Class mail to the registered owner within the agreed or statutory period. City shall notify BLS of any Notice of Liability where there is no response, and a second reminder Notice, including a late fee as determined by City, shall be sent by First Class mail after the agreed or mandated time period. Subsequent notices or collections notification may be delivered by First Class, Certified Mail-Return Receipt Requested, or by process servers for additional compensation to BLS as agreed by parties.
- 4) BLS shall provide reasonably available vehicle registration information necessary to issue Notices of Violation resulting from the ASE System assuming BLS is authorized to receive such registration data at no additional cost to the Customer.
- 5) BLS shall provide the City the ability to view and print an Evidence Package and shall include a set of images with related documentation for each notice of violation challenged.
- 6) BLS shall provide necessary training for persons designated by the City, and provide reasonable public relations resources to City;
- 7) BLS shall provide an expert witness as reasonably necessary to establish judicial notice for contested violations to establish the accuracy and technical operations of the ASE System.
- 8) BLS shall provide City access to an electronic file with regular updates of specific Notices of Liability issued and shall update the status of all accounts based on the disposition information provided by City, indicating payments received, Notices of Liability outstanding, and cases otherwise closed, dismissed or resolved.
- 9) BLS shall provide to City a monthly report of ASE System results within fifteen days of the end of each calendar month. The report shall include the following information:
 - i) Total number of violation events.
 - ii) Total number of actionable violation events.
 - iii) Total number of Notices of Liability issued.
 - iv) Total number of Notices of Liability paid.
 - v) Such reports on ongoing operations as are required, or such other reports and documents as are mutually agreed upon between BLS and the City.
- 10) BLS shall provide all routine maintenance of ASE System equipment and timely respond to equipment repairs.
- 11) BLS will provide (2) radar speed signs per school zone for placement prior to enforcement cameras.



12) BLS will provide an equal amount of ALPR cameras provided by FLOCK SAFETY as the number of ASE Systems under this agreement at no additional charge to the City, and all equipment and software fees due to FLOCK SAFETY will be paid by BLS each year as long as this agreement remains in effect. Additional ALPR systems may be purchased as described in section 15 of this agreement.



Exhibit B

City Obligations and Scope of Work

- 1) City shall cause an authorized officer of the agency to carefully review each potential violation captured by the ASE System, and shall transmit an electronic signature to each Notice of Liability approved by City. City hereby acknowledges and agrees that the decision to issue a Notice of Liability shall be the sole, unilateral and exclusive decision of the authorized officer in such officer's sole discretion, and in no event shall BLS have the ability or authorization to make a Notice of Liability decision.
- 2) City shall provide a judge or hearing officer and court facilities to schedule and hear disputed citations;
- 3) City shall provide customary fine collection services for all final dispositions for contested violations. City agrees to reasonably pursue payments of valid Notices of Liability with service of follow-up letters or summons as required for contested violations.
- 4) City shall automatically transmit an electronic file in an agreed format to BLS with monthly updates of all Notice of Liability disposition information provided by the City indicating payments received or cases otherwise closed, dismissed or resolved for contested violations.
- 5) City shall direct its departments to cooperate with BLS with respect to required system and program implementation and provide reasonable access to City's personnel and facilities in order to permit BLS and City to fulfill the obligations under this Agreement.
- 6) The City agrees to use due diligence in working with BLS to acquire in a timely manner any necessary permits under its control, and approvals or other necessary documentation from the City as necessary for the operation of the ASE System.
- 7) City shall ensure the program and its enforcement procedures comply with all applicable laws and/or policies. City shall ensure all necessary GA DOT permits, as well as, any other necessary permits necessary to erect ASE systems in school zones are secured by school district, City or other government agency. City will be solely responsible for all placement of warning signs in strict compliance with DOT regulations. City shall provide any necessary permits at no cost to BLS.
- 8) City shall complete and sign letter to NLETS authorizing BLS to retrieve vehicle data records for processing.
- 9) As necessary, City shall provide assistance to BLS in obtaining access to vehicle ownership records data, and if requested, provide a letter and support for BLS to use with appropriate licensing bureau agencies indicating that BLS is acting as an authorized agent of City for the purposes of accessing vehicle ownership information on behalf of City.
- 10) City will make available to BLS their Public Works Department, Electricians, or other staff to determine locations of poles, placement of poles, gaining access electricity hookup, etc. needed. City will obtain all City, state, and City or special permits needed for placement of poles, electricity or any other service needed for the installation and usage of the ASE System. BLS with written consent may assist with installation at the City's cost.



- 11) City shall operate the ASE System each day school is in session, as authorized by law throughout the duration of the agreement. City shall supply BLS with appropriate school schedules and times for pre-programming of cameras for use, as provided by the school system.
- 12) City shall not capture infractions with ASE System outside the permitted time according to state statute. This includes early dismissals, snow days, school cancellation, and etc. City will have the ability to turn ASE System off during unpermitted use periods, however, may make a written request for BLS to turn ASE System off during unpermitted time periods.
- 13) City shall be responsible for reporting unpaid citations to the Department of Revenue in accordance with statutory requirements.
- 14) City shall properly reimburse BLS for any damage to the ASE System caused by City, its employees or authorized agents.
- 15) City shall issue a letter to BLS showing its authorized use for pole identified for ASE System to be mounted.
- 16) City shall provide a project manager or other designated individual with authority to execute City's responsibilities under the Agreement



Exhibit C Service Fees

The City agrees to the below financial terms:

Revenue of paid Notice of Liability shall be shared between the two parties:

The City's portion shall be **65%** of all paid Notice of Liabilities and BLS's portion shall be **35%** of all paid Notice of Liabilities. No fees or charges will be assessed to the agency for non-paid violations.

BLS provides all ASE equipment, installation, wireless integration, & infrastructure. ASE System equipment and installation costs are recovered by BLS in 24 equal monthly installments from net revenue generated and apportioned to BLS from revenue share. In the event the agreement is terminated by the City as allowed by Section 4.A.(i), prior to full recovery of equipment and installation costs, the City will be responsible for the balance. The parties agree the cost of development, implementation, and installation of the ASE System is \$75,000 per installed ASE Camera System, and upon early termination under Section 4.A.(i) the City shall reimburse BLS for such cost of the ASE System used by City. Full payment of all such costs will be due within 30 days after the date of termination.

Fees Charged to Violators

- A credit card convenience fee of \$5.90 to be charged to the violator using a credit/debit card (unless prohibited by state statute) for violation payment. Such convenience fees shall be collected by BLS during payment of violation and shall not be shared with City or included in City's share of Revenue.



Exhibit D

Number and Locations of ASE System Equipment:

The number of ASE System cameras and equipment, as well as the locations for installation will be determined after a careful analysis by Agency and BLS personnel, considering traffic dynamics, volume and safety assessments on the Customer's roadways. Based on such analysis, BLS and Customer have determined the following:

_____ ASE System(s) will be provided: Additional units may be added without contract amendment.

Agreed to this date:

Authorized Signature

Date

Blue Line Solutions, LLC Signature

Date



LAWRENCEVILLE

GEORGIA

Requester Name and Title: Tawnya Gilovanni / Uniform Patrol & Special Operations Captian

Note: Requester must be able to defend this justification.

Requester Department: Police Department

Requested Single/Sole Source Supplier:

Company Name Blue Line Solutions LLC
Contact Name Cam Reed
Address 3903 Volunteer Drive, Suite 6-A
City Chattanooga **State** TN **Zip Code** 37416
Phone Number 678-618-4539 **E-mail** creed@BLI360.com

Is the recommended company the manufacturer? ☒ Yes ☐ No

Does the manufacturer sell the brand item(s) through distributors? ☐ Yes ☒ No

Description of Product or Service:

(if additional space is needed, include them in a separate page)

LIDAR Based Automated Speed Enforcement Solution for School Zones utilizing DragonEye Technologies Stationary Per Lane DragonCam LIDAR

Describe the full scope of work contemplated including installation if required; items should include brand, model and part number if applicable;

Estimated Cost: \$ 0

Annual ☒ **One Time** ☐

Single / Sole Source / Sole Brand Justification

SINGLE / SOLE SOURCE / BRAND SPECIFIC RATIONALE

Explain why the recommended product/company/brand is the only product/company/brand that can meet the requirement. Address the following: Are there any other products/companies that can do this job? What condition (e.g. technological superiority, or performance risks, etc.) exists so that the recommended product/company has a significant advantage over any other products/company that can do this job?

It is important to sufficiently address the key reason for awarding an order without soliciting competitive bids. The rationale must be clear and convincing, avoiding generalities and unsupported conclusions.

Please refer to the attached document, which describes four (4) distinctive elements that set this product as a sole source.

(if additional space is needed, include them in a separate page)

Complete the following checklist

A specific product/company is the only source of the required product/service because (check all that apply):

☐ Must match existing piece of equipment available only from the same source of original equipment. Provide documentation from supplier supporting that no other supplier can supply this.

☒ **It is not possible to obtain** competitive bids for consideration (i.e., only one source is capable of supplying the goods/service or meeting the requirements). I have attached the pertinent documentation showing what market research was conducted to preclude other brands or vendors from consideration. *In a brief explanation, provide supporting evidence for the conclusion; other sources considered should be listed, along with explanation of why they are unable to meet the requirements.*

(if additional space is needed, include them in a separate page)

Single / Sole Source / Sole Brand Justification

☐ There is a **substantial technical risk** in contracting with any other contractor, (e.g., only one contractor has been successful to date in implementing a difficult manufacturing process). *In a brief explanation, provide supporting evidence of why other contractors are considered to be unable to overcome the substantial technical risk.*

(if additional space is needed, include them in a separate page)

☐ For support effort, there is no reasonable expectation that a meaningful cost or other improvement could be realized over the incumbent contractor's performance (e.g., the chances of another firm winning a competition are clearly remote). *Please provide a brief explanation.*

(if additional space is needed, include them in a separate page)

ACKNOWLEDGEMENT

This section must be completed.

☒ I acknowledge the City’s requirements for soliciting competitive bids for purchases and the criteria for justification for Single Source/Sole Source/Sole Brand purchases. I have gathered the required technical information, have made a concerted effort to review comparable/equal products/services (e.g., market research), and further affirm that there is no conflict of interest involved in the selection made.

Signature: T. Gilovanni

Date: 09/21/2020

mw
chuck Warbington (Oct 1, 2020 08:54 EDT)



July 23, 2020

Captain Tawnya Gilovanni
Lawrenceville Police Department
300 Jackson St.
Lawrenceville, GA 30046

Dear Captain Gilovanni,

On behalf of Blue Line Solutions, I would like to thank you and the Lawrenceville Police Department for reviewing our school zone automated enforcement program. Our Stationary Per Lane LIDAR (laser) is a proprietary product designed by DragonEye Technology, manufactured in the Norcross, GA, and is solely distributed in the United States by Blue Line Solutions, LLC. It is the only automated LIDAR system of its kind. As described below, there are four (4) distinctive elements that set our technology apart from all others:

Dedicated, Stationary Per Lane Laser

This proprietary true pulsed time of light, laser-based speed measurement system technology utilizes a dedicated laser per vehicle lane allowing more data capture points than any other system, thus returning more accurate speed data.

Accurate laser-based speed measurement systems for law enforcement have been developed, tested and proven since the early 1990s. The core police lidar technology has been a dedicated pulsed laser directed toward one vehicle (one lane) yielding definitive target identification and independently verified speed accuracy of +1,-2 mph (per NHTSA IACP testing). This technology is essentially identical to the DragonCam handheld LIDAR approved by the IACP & NHTSA for use by law enforcement.

High Definition Video with Laser Reticle Showing Exact Point of Speed Measurement

To support the violation data and still images the system shall include a short HD video of the violation event clearing showing the approximate laser beam measuring dimensions in the form of an overlaid graphic (reticle) on the video.



The video clearly shows the vehicle entering the measurement zone and the moment the speed measurement is completed with the laser reticle indicating the measurement point on the vehicle. Such evidence is required to establish confidence that the cited vehicle shown in the violation image is in-fact the vehicle whose speed was measured, and that no other vehicle was included in the laser beam when the measurement was completed.

High Speed, Multi-Image, Exposure Bracketing Technology

In addition to capturing a video with pre-buffer, saving as a AVI file, the system is capable of capturing a minimum of 5 images per violation, in rapid succession: one image at a nominal exposure and the other images at varied higher and lower exposures to ensure an increased probability of vehicle and license plate identification. Examples:



"Burned In" Data Bar at Moment of Violation Capture

It is critical that photo enforcement data (such as time/date, measured vehicle speed and range) be undeniably tied to the presented violation images showing the vehicle and license plate. Therefore, the photo enforcement system must "*burn-in*" a data bar which incorporates vital data into the actual violation image at the time of capture.



Meta Data burned into the data bar

Lawrenceville Sole Source - Blue Line Solutions LLC 9.21.20

Final Audit Report

2020-10-01

Created:	2020-10-01
By:	Steve Murray (steve.murray@lawrencevillega.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5X-pM4NXYXAO9xb7GsplKJ6ISX3FR_pN

"Lawrenceville Sole Source - Blue Line Solutions LLC 9.21.20" History

-  Document created by Steve Murray (steve.murray@lawrencevillega.org)
2020-10-01 - 12:38:58 PM GMT- IP address: 50.229.81.206
-  Document emailed to chuck Warbington (chuck.warbington@lawrencevillega.org) for signature
2020-10-01 - 12:39:33 PM GMT
-  Email viewed by chuck Warbington (chuck.warbington@lawrencevillega.org)
2020-10-01 - 12:53:39 PM GMT- IP address: 174.218.146.75
-  Document e-signed by chuck Warbington (chuck.warbington@lawrencevillega.org)
Signature Date: 2020-10-01 - 12:54:18 PM GMT - Time Source: server- IP address: 174.218.146.75
-  Agreement completed.
2020-10-01 - 12:54:18 PM GMT



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 11, 2020

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Purchase of Emergency Equipment for New Police Vehicles
Department:	Fleet Maintenance
Date of Meeting:	Wednesday, November 11, 2020
Fiscal Impact:	\$103,453.48
Presented By:	Michael Rudnick, Fleet Director
Action Requested:	Award Purchase of Emergency Equipment for New Police Vehicles to low bidder, West Chatham Warning Devices in the amount of \$103,453.48.

Summary: The City of Lawrenceville plans to purchase light and siren packages for 9 new police units from the fleet replacement fund. There were 3 quotes received with the lowest being West Chatham Warning Devices at \$11,483.72 per unit.

Fiscal Impact: \$103,453.48

Concurrences: This will help support our Police Department and their new units.

Attachments/Exhibits:

Quotes

WEST CHATHAM WARNING DEVICES

2208 GAMBLE RD
SAVANNAH, GA 31405

Quote 7.

PHONE (912) 234-2600
FAX (912) 238-1369

Customer No.: LAWRENCEPD
Quote No.: 84782

Quote To: **LAWRENCEVILLE PD**
P.O. BOX 2200
LAWRENCEVILLE, GA 30046-2200

Ship To: **alpharetta install**

FAX NUMBER: (770) 339-2422

Date	Ship Via	F.O.B.	Terms	
09/16/20	INSTALL	Origin	NET 30	
Purchase Order Number	Sales Person		Quote Expires	
	ANDREA PADGETT		04/30/21	
Quantity	Item Number	Description	Unit Price	Amount

* 2020 DODGE CHARGER PATROL*

** Part # & Pricing may be
different on 2021 *

1		WHE-EB8SP3J LEGACY WCX 48" D/E/D/E	2599.00	2599.00
1	WHE-MKLP82	Low Profile Mt Kit 11-20 CHARGER 48-50" \$ inc	0.00	0.00
1	WHE-C399	CENCOM CORE \$ inc	0.00	0.00
1	WHE-CCTL6	CORE HEAD W/ROTARY KNOB \$ inc	0.00	0.00
1	WHE-C399K3	C399K3 OBDII Install Kit \$ inc	0.00	0.00
1	WHE-SA315P	Speaker 100 watt \$ inc	0.00	0.00
1	WHE-SA315P	Speaker 100 watt	124.00	124.00
2	WHE-SAK1	SA315 Mt Kit Universal \$ inc	0.00	0.00
1	WHE-CEM16	Expansion Module Wecan X 16 output 4 Input	125.00	125.00
1	WHE-CEXAMP	Amplifier Wecan X	160.00	160.00
1	WHE-CHWLDC15	WCX LOW FREQ SIREN AMP CHARGER	340.00	340.00
1	WHE-LINSV2B	SURF MT LINZ V SERIES BLUE	128.00	128.00
1	WHE-LINSV2R	LINZ6 V SERIES COMBO, RED 180 WARNING/PUDDLE LIGHT	128.00	128.00
1	WHE-LSVBKT35	LINSV MIRROR MT KIT (pair) 11-20 CHARGER	14.00	14.00

Rear Flasher

Thank You

WEST CHATHAM WARNING DEVICES2208 GAMBLE RD
SAVANNAH, GA 31405**Quote** 7.PHONE (912) 234-2600
FAX (912) 238-1369Customer No.: LAWRENCEPD
Quote No.: 84782Quote To: **LAWRENCEVILLE PD**
P.O. BOX 2200
LAWRENCEVILLE, GA 30046-2200Ship To: **alpharetta install**

FAX NUMBER: (770) 339-2422

Date	Ship Via	F.O.B.	Terms	
09/16/20	INSTALL	Origin	NET 30	
Purchase Order Number		Sales Person	Quote Expires	
		ANDREA PADGETT	04/30/21	
Quantity	Item Number	Description	Unit Price	Amount
1	BRO-FL-80RFIP-2	15-20 Charger	215.00	215.00
2	WHE-3SRCCDCR	3" ROUND SPLIT RED/WHT COMPARTMENT LIGHT	40.00	80.00
1	WHE-TLIR	ION T-SERIES LINEAR RED	81.00	81.00
1	WHE-TLIB	ION-T LINEAR BLUE	81.00	81.00
1	WHE-I2SMD	SURFACE MT DUO ION RED/WHITE	84.00	84.00
1	WHE-I2SME	ION DUO SURF MT BL/WHITE	84.00	84.00
2	WHE-I2D	DUO LINEAR ION RED/WHITE BLK	84.00	168.00
2	WHE-I2E	Duo ION Blue/White	84.00	168.00
2	WHE-I3JC	TRIO ION R/B W/WHT OVERRIDE	100.00	200.00
1	WHE-IONBKT1	License Plate Bkt for Ions (2 ION) Not Suf Mt	16.50	16.50
1	HAV-C-VS-1800-CHGRPM	C-VS-1800-CHGR-PM 11-20 Charger w/ Internal Printer Mt.	426.53	426.53
1	BROT-PJ722	PocketJet 7 200dpi Thermal Printer with USB	384.00	384.00
1	BROT-LB3602	USB CABLE 6'	14.00	14.00
1	BROT-LB3692	Power Adapter Hard wired 14'	23.50	23.50
1	HAV-C-LP2-PS1-USB	LP2-PS1-USB 1.5" 2 Lighter Plug Outlet w/1usb	86.05	86.05
1	HAV-C-AP-0325	LO PRO INTERNAL MT ACCESSORY POCKET 3" X 2.5"	34.83	34.83
1	HAV-C-CUP2-I	CUP2-I Int Dual Cupholder 4"	31.79	31.79
3	HAV-C-MCB	Console Mic Clip Bracket	10.60	31.80

Thank You

WEST CHATHAM WARNING DEVICES

2208 GAMBLE RD
SAVANNAH, GA 31405

Quote 7.

PHONE (912) 234-2600

FAX (912) 238-1369

Customer No.: LAWRENCEPD

Quote No.: 84782

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Ship To: **alpharetta install**

P.O. BOX 2200
LAWRENCEVILLE, GA 30046-2200

FAX NUMBER: (770) 339-2422

Date	Ship Via	F.O.B.	Terms	
09/16/20	INSTALL	Origin	NET 30	
Purchase Order Number	Sales Person		Quote Expires	
	ANDREA PADGETT		04/30/21	
Quantity	Item Number	Description	Unit Price	Amount
3	MAGMIC	Magnetic Mic MMSU-1	27.00	81.00
1	HAV-C-ARM-102	ARM-102 Side Mount Armrest	52.23	52.23
1	HAV-C-HDM-204	hdm-204 8.5" Side Mt Pole w/short handle	113.32	113.32
1	HAV-C-MD-119	11" Slide Out Locking Swing Arm w/ Low Profile Motion Adapter	211.14	211.14
1	HAV-DS-DELL-415-3	Docking Station w/ Triple Pass-through Antenna	591.30	591.30
1	HAV-LPS-137	90 Watt Power Supply	142.00	142.00
1	HAV-C-TFD-CHGR-2	TFD-CHGR-2 PREM TRUNKTRAY 11-20 Charger FOLD DOWN	378.53	378.53
1		PRG-PSSP5617C11A SPACE SAVER PLUS PRISONER TRANSPORT 1/2 SLIDER POLY	655.52	655.52
1	PRG-S56C11OSB	Charcoal Grey ABS, Standard 11-20 DODGE CHARGER w/outboard seat belts	534.48	534.48
1	PRG-WB56C11	Pair, 7 Gauge Steel Bars 11-20 CHARGER (for use with DP56C11 ABS Rear Door Panel only)	174.08	174.08
1	PRG-DP56C11	Pair, Black ABS, Rear Door 11-2020 CHARGER	101.32	101.32
1		PRG-GVPM5611S-H VERT PARTITION MT SINGLE w/cuff key	295.80	295.80
1	WES-36-2035	WESTIN PUSHBUMPER 11-20 CHARGER	650.00	650.00
1	WES-36-2035PB	WESTIN PIT BAR \$ inc	0.00	0.00

Thank You

WEST CHATHAM WARNING DEVICES

2208 GAMBLE RD
SAVANNAH, GA 31405

Quote^{7.}

PHONE (912) 234-2600
FAX (912) 238-1369

Customer No.: LAWRENCEPD
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Quote To: **LAWRENCEVILLE PD**
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LAWRENCEVILLE, GA 30046-2200

Ship To: **alpharetta install**

FAX NUMBER: (770) 339-2422

Date	Ship Via	F.O.B.	Terms	
09/16/20	INSTALL	Origin	NET 30	
Purchase Order Number		Sales Person		Quote Expires
		ANDREA PADGETT		04/30/21
Quantity	Item Number	Description	Unit Price	Amount

1	WES-36-2035W	WESTIN WRAP \$ inc	0.00	0.00
1	WES-36-6005W4	Westin Channel for 4 lons \$ inc	0.00	0.00
		SHOP SUPPLIES		0.00
1		FREIGHT/SHIPPING	75.00	75.00
1.000		Labor to Install above & C/S (1) radio/ant/coax & Watchguard camera	1600.00	1600.00
QUOTE GOOD FOR 6 MONTHS				

Quote subtotal 11483.72

Quote total 11483.72

Thank You



QUOTATION

Quote Number: Q10587

Quote Date: Sep 16, 2020

Page: 1

Quoted To:

City of Lawrenceville
P.O. Box 2200
Lawrenceville, GA 30046
United States

Ship To:

Lawrenceville Police Dept
300 Jackson St.
Lawrenceville, GA 30046
United States

Customer ID		Good Thru	Payment Terms	Sales Rep	
LAWRENCEVILLECITYOF		10/16/20	Net 30 Days	MADDENJIM	
Quantity	Item	Description	Unit Price	Amount	
		DODGE CHARGER (PATROL UNIT)			
1.00	EB8SP3J	LEGACY WCX 48" D/E/D/E PROMO	2,900.00	2,900.00	
1.00	MKLP82	LO-PRO LIGHTBAR MOUNT KIT #82- 2012 DODGE CHARGER			
1.00	C399	CENCOM CORE WCX CONTROL CENTER			
1.00	CCTL6	WeCanX KNOB/SLIDE CONTROL HEAD			
1.00	C399K3	OBDII CANPORT KIT DODGE			
1.00	SA315P	SA315P SPEAKER, BLACK PLASTIC			
1.00	SAK1	SA-315 MOUNT KIT UNIVERSAL			
1.00	SA315P	SA315P SPEAKER, BLACK PLASTIC	196.80	196.80	
1.00	SAK1	SA-315 MOUNT KIT UNIVERSAL	24.60	24.60	
1.00	CEM16	WeCanX 16 OUTPUT EXPANSION MOD	139.20	139.20	
1.00	CEXAMP	WeCanX EXTERNAL AMPLIFIER	179.40	179.40	
1.00	CHWLDC15	WCX LOW FREQ SIREN AMP CHARGER	362.40	362.40	
1.00	LINSV2B	SURFACE MT LINZ V-SERIES BLUE, UNDER MIRROR	147.00	147.00	
1.00	LINSV2R	V-Series Combination 180° Warning and Puddle Light with Scan-Lock™ Flash Patterns for Under Surface Mounting RED	147.00	147.00	
1.00	LSVBKT35	LINSV MIRROR MT KIT CHARGER	15.60	15.60	
1.00	Misc Non-Inventory I	BI-FL-80RFIP-2	350.00	350.00	
2.00	3SRCCDCR	3"" ROUND SPLIT RED/WHT COMPART	49.20	98.40	
1.00	TLIR	ION T-SERIES LINEAR LT RED	81.00	81.00	
1.00	TLIB	ION T-SERIES LINEAR LT BLUE	81.00	81.00	
Subtotal				Continued	
Sales Tax				Continued	
TOTAL				ed	



QUOTATION

Quote Number: Q10587

Quote Date: Sep 16, 2020

Page: 2

Quoted To:

City of Lawrenceville
P.O. Box 2200
Lawrenceville, GA 30046
United States

Ship To:

Lawrenceville Police Dept
300 Jackson St.
Lawrenceville, GA 30046
United States

Customer ID		Good Thru	Payment Terms	Sales Rep	
LAWRENCEVILLECITYOF		10/16/20	Net 30 Days	MADDENJIM	
Quantity	Item	Description	Unit Price	Amount	
1.00	I2SMD	SURFACE MT DUO ION RED/WHITE	97.80	97.80	
1.00	I2SME	SURFACE MT DUO ION BLUE/WHITE	97.80	97.80	
2.00	I2D	DUO LINEAR ION RED/WHITE BLK	97.80	195.60	
2.00	I2E	DUO LINEAR ION BLUE/WHITE BLK	97.80	195.60	
2.00	I3JC	TRIO ION R/B W/ WHT OVERRIDE	119.40	238.80	
1.00	IONBKT1	ION LICENSE PLATE BKT HORIZ	20.40	20.40	
1.00	C-VS-1800-CHGR-PM	2011-2017 Dodge Charger Vehicle Specific 18" Console w/ Internal Printer Mount	426.53	426.53	
1.00	Misc Non-Inventory I	PJ722 PRINTER	389.00	389.00	
1.00	Misc Non-Inventory I	LB3602	25.00	25.00	
1.00	C-LP2-PS1-USB	2 Lighter Plug Outlet W/ 1 USB Cut Outs	19.00	19.00	
1.00	C-AP-0325	3" accessory pocket, 2.5" deep	34.83	34.83	
1.00	C-CUP2-I	Internal cup holders (4" CONSOLE SPACE)	31.79	31.79	
3.00	C-MCB	Mic clip bracket	10.60	31.80	
3.00	MMSU-1	Magnetic Mic Single Unit	34.95	104.85	
1.00	C-ARM-102	Side mount armrest	52.23	52.23	
1.00	C-HDM-204	8.5" Heavy Duty Telescoping Pole, side mount, short handle	127.94	127.94	
1.00	C-MD-119	11" Slide Out Locking Swing Arm with Low Profile Motion Adapter	238.39	238.39	
1.00	DS-DELL-415-3	Docking Station for Dell Latitude Rugged 14" & 12" Notebooks/2in1 (5414, 7414, 7214, 5420, 5424, 7424) with Triple Pass-through Antenna (Basic Port Replication)	667.60	667.60	
1.00	LPS-137	90 Watt Power Supply (with ferrite bead for in-vehicle EMI suppression) for use with DS-DELL-100,110 Series,	160.97	160.97	
Subtotal				Continued	
Sales Tax				Continued	
TOTAL				ed	



QUOTATION

Quote Number: Q10587

Quote Date: Sep 16, 2020

Page: 3

Quoted To:

City of Lawrenceville
P.O. Box 2200
Lawrenceville, GA 30046
United States

Ship To:

Lawrenceville Police Dept
300 Jackson St.
Lawrenceville, GA 30046
United States

Customer ID		Good Thru	Payment Terms	Sales Rep	
LAWRENCEVILLECITYOF		10/16/20	Net 30 Days	MADDENJIM	
Quantity	Item	Description	Unit Price	Amount	
1.00	C-TFD-CHGR-2	DS-DELL-200,210,220,230 Series, DS-DELL-300 Series, Premium fold down trunk tray fits 2011-2019 Dodge Charger	378.53	378.53	
1.00	PSSP5617C11A	Space Saver Plus Prisoner Transport Partition : ½ Slider Poly Window with Expanded Metal Insert (Includes Recessed Panel and Lower Extension Panels)	817.20	817.20	
1.00	S56C11OSB	Charcoal Grey ABS, Standard Seat (features straight back) and Outboard Seat Belts	666.90	666.90	
1.00	WB56C11	Pair, 7 Gauge Steel Bars (for use with DP56C11 ABS Rear Door Panel only)	216.90	216.90	
1.00	DP56C11	Pair, Black ABS, Rear Door Panels (for use with WB56C11 & WBP56C11 only)	126.00	126.00	
1.00	GVPM5611S-H	Vertical Partition Mount Single Weapon Tri-Lock Gunrack w/Handcuff Key	369.00	369.00	
1.00	Misc Non-Inventory I	36-2035 PUSH BUMPER	425.00	425.00	
1.00	Misc Non-Inventory I	36-2035PB	450.00	450.00	
1.00	Misc Non-Inventory I	36-2035W PUSH BUMPER WRAPS	199.00	199.00	
1.00	Misc Non-Inventory I	36-6005W4	89.00	89.00	
2.00	Misc Non-Inventory I	83142 TESCO 17' COAXIAL	50.00	100.00	
1.00	Misc Non-Inventory I	10772 TESCO 152-162	45.00	45.00	
1.00	Misc Non-Inventory I	92556 ANTENNA	500.00	500.00	
25.00	LABOR	Hourly Rate for Install of Products Noted	105.00	2,625.00	
1.00	SHOPSUPPLIES	Materials for Install (Wire, Connectors, Etc)	150.00	150.00	
Subtotal				15,035.86	
Sales Tax					
TOTAL					

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	357549
Customer No.	LAWRPD

Bill To
LAWRENCEVILLE POLICE DEPT AP.INVOICES@LAWRENCEVILLEGA.ORG LAWRENCEVILLE, GA 30045

Ship To
DSS Install for Lawrenceville PD - Patrol Chargers Sugar Hill, GA 30518

Contact:
Telephone: 770-963-2443
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
09/20/20	Ground		PPAY & ADD TO INVOICE	PATROL CHARGER	net30
Entered By		Salesperson		Ordered By	Resale Number
Jake Porter		JAKE PORTER-Atlanta		Philip Byers	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	EB8DEDE WEC LEGACY WCX 48" RW/BW/RW/BW Warehouse: ATLA Vin #: SEE ATTACHED WIZARD--- *****	2,699.0000	2,699.00
1	1	Y	MKLP82 WEC LOW-PROFILE LIGHTBAR MOUNTING KIT FOR CHAR Warehouse: ATLA Vin #:	0.0000	0.00
1	1	Y	C399 WEC CenCom Core by WECANX Warehouse: ATLA Vin #:	0.0000	0.00
1	1	Y	CCTL6 WEC WeCanX KNOB/SLIDE CONTROL HEAD Warehouse: ATLA Vin #:	0.0000	0.00
1	1	Y	C399K3 WEC OBDII CANPORT KIT DODGE Warehouse: ATLA Vin #:	0.0000	0.00
1	1	Y	SA315P Whelen 100W Compact Black Composite 122DB Speaker Warehouse: ATLA Vin #: MOUNTING BRACKET SOLD SEPERATELY- *****	0.0000	0.00

Print Date	09/25/20
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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
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Telephone: 800-845-0405

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Contact:
Telephone: 770-963-2443
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
09/20/20	Ground		PPAY & ADD TO INVOICE	PATROL CHARGER	net30
Entered By		Salesperson		Ordered By	Resale Number
Jake Porter		JAKE PORTER-Atlanta		Philip Byers	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	SAK1 WEC UNIVERSAL "L" SPEAKER BRACKET Warehouse: ATLA Vin #:	0.0000	0.00
1	1	Y	SA315P Whelen 100W Compact Black Composite 122DB Speaker Warehouse: ATLA Vin #: MOUNTING BRACKET SOLD SEPERATELY- *****	124.0000	124.00
1	1	Y	SAK1 WEC UNIVERSAL "L" SPEAKER BRACKET Warehouse: ATLA Vin #:	5.0000	5.00
1	1	Y	CEM16 WEC WC Expansion Module WeCan X Warehouse: ATLA Vin #:	135.0000	135.00
1	1	Y	CEXAMP WEC WeCan X External Siren Amplifier Warehouse: ATLA Vin #:	174.0000	174.00
1	1	Y	CHWLDC15 WEC WCX LO FREQ SIREN AMP Charger Warehouse: ATLA Vin #:	348.0000	348.00

Print Date	09/25/20
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4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	357549
Customer No.	LAWRPD

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LAWRENCEVILLE POLICE DEPT AP.INVOICES@LAWRENCEVILLEGA.ORG LAWRENCEVILLE, GA 30045

Ship To
DSS Install for Lawrenceville PD - Patrol Chargers Sugar Hill, GA 30518

Contact:
Telephone: 770-963-2443
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
09/20/20	Ground		PPAY & ADD TO INVOICE	PATROL CHARGER	net30
Entered By		Salesperson		Ordered By	Resale Number
Jake Porter		JAKE PORTER-Atlanta		Philip Byers	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	LINSV2B WEC V-SERIES 180 & PUDDLE LIGHT, UNDER SURF MNT B Warehouse: ATLA Vin #: EXTERIOR MIRROR MOUNT BRACKETS ARE SOLD SEPERATELY. *****	129.9500	129.95
1	1	Y	LINSV2R WEC V-SERIES 180 & PUDDLE LIGHT, UNDER SURF MNT R Warehouse: ATLA Vin #: RED - CLEAR LEDS, CLEAR LENS REQUIRES MOUNT SOLD SEPERATELY *****	129.9500	129.95
1	1	Y	LSVBKT35 WEC 2011+ CHARGER UNDER MIRROR MTG KIT (PAIR) Warehouse: ATLA Vin #:	15.7800	15.78
1	1	Y	ETTFK03 SOI CHARGER RING FLASHER Warehouse: ATLA Vin #:	189.0000	189.00
2	2	Y	3SRCCDCR WEC 3" RND SUPER-LED COMPARTMENT SPLIT R/C Warehouse: ATLA Vin #: RED & WHITE LEDS HAVE SEPERATE CONTROLS *****	49.0000	98.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	357549
Customer No.	LAWRPD

Bill To
LAWRENCEVILLE POLICE DEPT AP.INVOICES@LAWRENCEVILLEGA.ORG LAWRENCEVILLE, GA 30045

Ship To
DSS Install for Lawrenceville PD - Patrol Chargers Sugar Hill, GA 30518

Contact:
Telephone: 770-963-2443
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
09/20/20	Ground		PPAY & ADD TO INVOICE	PATROL CHARGER	net30	
Entered By			Salesperson	Ordered By	Resale Number	
Jake Porter			JAKE PORTER-Atlanta	Philip Byers		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	TLIR WEC RED ION T-SERIES LINEARSURFACE MOUNT LIGHT F Warehouse: ATLA Vin #:		68.0000	68.00
1	1	Y	TLIB WEC BLUE T-SERIES SURFACE MOUNT ION W/BLACK FLA Warehouse: ATLA Vin #:		68.0000	68.00
1	1	Y	I2SMD WEC SURFACE MT DUO ION RED/WHITE Warehouse: ATLA Vin #:		93.0000	93.00
1	1	Y	I2SME WEC SURFACE MT DUO ION BLUE/WHITE Warehouse: ATLA Vin #:		93.0000	93.00
2	2	Y	I2D WEC DUO LINEAR ION RED/WHITE BLK Warehouse: ATLA Vin #:		89.0000	178.00
2	2	Y	I2E WEC DUO LINEAR ION BLUE/WHITE BLK Warehouse: ATLA Vin #:		89.0000	178.00
2	2	Y	I3JC WEC ION TRIO RED/BLUE/WHITE - WHITE O/R - BLK HSNG Warehouse: ATLA Vin #:		108.0000	216.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	357549
Customer No.	LAWRPD

Bill To
LAWRENCEVILLE POLICE DEPT AP.INVOICES@LAWRENCEVILLEGA.ORG LAWRENCEVILLE, GA 30045

Ship To
DSS Install for Lawrenceville PD - Patrol Chargers Sugar Hill, GA 30518

Contact:
Telephone: 770-963-2443
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
09/20/20	Ground		PPAY & ADD TO INVOICE	PATROL CHARGER	net30	
Entered By		Salesperson		Ordered By	Resale Number	
Jake Porter		JAKE PORTER-Atlanta		Philip Byers		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	IONBKT1 WEC ION LICENSE PLATE BRACKET (HORIZ) Warehouse: ATLA Vin #:		21.5600	21.56
1	1	Y	C-VS-1800-CHGR-PM HAV 18" CONSOLE W/ INTERNAL PRINTER MOUNT Warehouse: ATLA Vin #:		389.9700	389.97
1	1	Y	PJ722 BROT BROTHER POCKET JET 722 - 200 X 203 dpi RESOLUTION Warehouse: ATLA Vin #: NO CABLES OR PRINTING SUPPLIES - PRIINTER ONLY *****		293.0000	293.00
1	1	Y	LB3692 BROT 14' DIRECT WIRE 12 VDC POWER CORD Warehouse: ATLA Vin #:		23.5600	23.56
1	1	Y	LB3602 BROTHER 6' USB CABLE FOR POCKETJET 6 Warehouse: ATLA Vin #:		13.5800	13.58
1	1	Y	C-LP2-PS1-USB HAV 2-12V PLUGS AND 2 USB PORTS Warehouse: ATLA Vin #:		78.6800	78.68
1	1	Y	C-AP-0325 HAV ACCESSORY POCKET 3 HIGH 2.5 DEEP Warehouse: ATLA Vin #:		31.8400	31.84

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Print Time	11:19:20 AM
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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	357549
Customer No.	LAWRPD

Bill To
LAWRENCEVILLE POLICE DEPT AP.INVOICES@LAWRENCEVILLEGA.ORG LAWRENCEVILLE, GA 30045

Ship To
DSS Install for Lawrenceville PD - Patrol Chargers Sugar Hill, GA 30518

Contact:
Telephone: 770-963-2443
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/20/20	Ground	PPAY & ADD TO INVOICE	PATROL CHARGER	net30	
Entered By		Salesperson	Ordered By	Resale Number	
Jake Porter		JAKE PORTER-Atlanta	Philip Byers		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	C-CUP2-I HAV IN-CONSOLE DUAL CUP HOLDER Warehouse: ATLA Vin #:	29.0000	29.00
3	3	Y	C-MCB HAV CONSOLE MICROPHONE CLIP BRACKET Warehouse: ATLA Vin #:	9.6900	29.07
3	3	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: ATLA Vin #:	27.5000	82.50
1	1	Y	C-ARM-102 HAV ARM REST - MOUNTS TO SIDE OF CONSOLE BOX Warehouse: ATLA Vin #:	47.7600	47.76
1	1	Y	C-HDM-204 HAV TELESCOPING SIDE MOUNTED POLE ASSY Warehouse: ATLA Vin #: MOUNTS TO SIDE OF CONSOLE BOX *****	116.9700	116.97
1	1	Y	C-MD-119 HAV 11" SLIDE-OUT LOCKING SWING ARM - LOW PROFILE Warehouse: ATLA Vin #:	217.9500	217.95

Print Date	09/25/20
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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	357549
Customer No.	LAWRPD

Bill To
LAWRENCEVILLE POLICE DEPT AP.INVOICES@LAWRENCEVILLEGA.ORG LAWRENCEVILLE, GA 30045

Ship To
DSS Install for Lawrenceville PD - Patrol Chargers Sugar Hill, GA 30518

Contact:
Telephone: 770-963-2443
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
09/20/20	Ground		PPAY & ADD TO INVOICE	PATROL CHARGER	net30	
Entered By		Salesperson		Ordered By	Resale Number	
Jake Porter		JAKE PORTER-Atlanta		Philip Byers		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	DS-DELL-415-3 HAV DOCKING STATION FOR DELL LATITUDE Warehouse: ATLA Vin #: Docking Station with Triple Pass-through Antenna (Basic Port Replication) Compatible computer: Dell Latitude 14 rugged and Latitude 12 & 14 Rugged Extreme Notebooks Dimensions: 12.4" (31.6 cm) x 10.9" (27.6 cm) x 2.7" (6.8 cm) ***** *****		610.3700	610.37
1	1	Y	LPS-137 HAV 90 Watt Power Supply (with ferrite bead for in-veh Warehouse: ATLA Vin #: Specifications: LIND POWER SUPPLY Voltage: 12-16 VDC input, 20 VDC output Dimensions: 1.1" (2.9 cm) x 5.5" (14.0 cm) x 3.1" (7.8 cm) Watts: 90 Gross Weight: 2.00 lbs ***** ***		147.1700	147.17
1	1	Y	C-TFD-CHGR-2 HAVIS PREMIUM FOLD DOWN TRUNK TRAY - 2011+ CHARG Warehouse: ATLA Vin #:		346.0800	346.08
1	1	Y	PSSP5617C11A PG CHARGER 1/2 SLIDER POLYCARBONATE WINDOW Warehouse: ATLA Vin #: INCLUDES RECESSED PANEL AND BUCKET SEAT EXT. PANEL		674.8000	674.80

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	357549
Customer No.	LAWRPD

Bill To

LAWRENCEVILLE POLICE DEPT
 AP.INVOICES@LAWRENCEVILLEGA.ORG
 LAWRENCEVILLE, GA 30045

Ship To

DSS
 Install for Lawrenceville PD
 - Patrol Chargers
 Sugar Hill, GA 30518

Contact:
Telephone: 770-963-2443
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
09/20/20	Ground		PPAY & ADD TO INVOICE	PATROL CHARGER	net30
Entered By		Salesperson		Ordered By	Resale Number
Jake Porter		JAKE PORTER-Atlanta		Philip Byers	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	S56C11OSB PG Charcoal Grey ABS, Standard Seat Warehouse: ATLA Vin #:	550.7000	550.70
1	1	Y	WB56C11 PG VERTICAL WINDOW BARS FOR 2011+ DODGE CHARGER Warehouse: ATLA Vin #: VEHICLE - DODGE CHARGER YEAR - FOR USE WITH DP56C11 BLACK ABS DOOR PANELS ONLY. *****	179.2000	179.20
1	1	Y	DP56C11 PG BLANK ABS DOOR PANELS FOR 2011+ DODGE CHARGE Warehouse: ATLA Vin #:	104.3000	104.30
1	1	Y	GVPM5611S-H PG Single Tri-Lock Gun Rack Handcuff Key Warehouse: ATLA Vin #:	304.5000	304.50
1	1	Y	36-2035 WESTIN ELITE PUSH BUMPER 2011+ CHGR Warehouse: ATLA Vin #:	258.0000	258.00
1	1	Y	36-2035PB WESTIN PIT BAR FOR ELITE PUSH BUMPER Warehouse: ATLA Vin #:	279.0000	279.00

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Print Time 11:19:20 AM
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4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

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09/20/20	Ground			PPAY & ADD TO INVOICE	PATROL CHARGER	net30	
Entered By			Salesperson		Ordered By		Resale Number
Jake Porter			JAKE PORTER-Atlanta		Philip Byers		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	36-2035W WESTIN Wing Wrap Elite Charger Pursuit 2011-2018 Warehouse: ATLA Vin #:			127.0000	127.00
1	1	Y	36-6005W4 UPPER CHANNEL TO FIT Whelen ION LEDs Warehouse: ATLA Vin #:			29.0000	29.00
2	2	Y	83142 TES 17' COAXIAL / W MIN IUHF Warehouse: ATLA Vin #:			19.0000	38.00
1	1	Y	10772 TESCO 152-162 MHZ 1/4 WAVE ANT. W/ CHROME BASE Warehouse: ATLA Vin #:			9.0000	9.00
1	1	Y	MANUF P/N QW152 92556 TES LOW PROFILE 800 MHZ ANTENNA BLK Warehouse: ATLA Vin #:			43.1000	43.10
1	1	Y	SHOP SHOP SUPPLIES Warehouse: ATLA Vin #:			65.0000	65.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ATLA Vin #: Also, Installing customer supplied radio			1,725.0000	1,725.00

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	357549
Customer No.	LAWRPD

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E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
09/20/20	Ground		PPAY & ADD TO INVOICE	PATROL CHARGER	net30	
Entered By		Salesperson		Ordered By	Resale Number	
Jake Porter		JAKE PORTER-Atlanta		Philip Byers		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	N	FREIGHT INCOMING FREIGHT Warehouse: ATLA Vin #: Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days		95.0000	95.00

Print Date	09/25/20
Print Time	11:19:20 AM
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Printed By: Jake Porter

Subtotal	11,902.34
Freight	0.00
Order Total	



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 11, 2020

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	In-Car Cameras for New Police Vehicles
Department:	Fleet Maintenance
Date of Meeting:	Wednesday, November 11, 2020
Fiscal Impact:	\$63,945.00
Presented By:	Michael Rudnick, Fleet Director
Action Requested:	Award In-Car Cameras for New Police Vehicles to WatchGuard Video Inc. using competitively procured Sourcewell Cooperative contract #010720-WCH in the amount of \$63,945.00.

Summary: The City of Lawrenceville plans to purchase in-car camera packages for 9 new police units from the fleet replacement fund. These are on Sourcewell cooperative contract #010720-WCH. The per unit cost is \$7,105.00.

Fiscal Impact: \$63,945.00

Concurrences: This will help support our Police Department and their new units.

Attachments/Exhibits:

Quote



4RE/VISTA Price Quote

CUSTOMER: Lawrenceville Police Department

ISSUED: 10/26/2020 10:50 AM

EXPIRATION: 11/30/2020 6:00 AM

**TOTAL PROJECT ESTIMATED AT:
\$63,945.00**

ATTENTION: Philip Byers

SALES CONTACT: Eric Varner

PHONE: 770-963-2443

DIRECT: (469) 342-8940

E-MAIL:

E-MAIL: eric.varner@motorolasolutions.com

4RE and VISTA Proposal VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-EXT-WIF-BUN	VISTA HD WiFi and 4RE System Bundle. Includes 4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, ZSL camera, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket. It will also include the VISTA HD Wi-Fi Extended Capacity Wearable Camera with 9 hours continuous HD recording, one camera mount, 32 GB of storage, Wi-Fi docking base, Power over Ethernet Smart Switch	9.00	\$5,550.00	\$0.00	\$49,950.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-CAM-1ST	Warranty, VISTA 1st Year (Months 1-12) Included	9.00	\$0.00	\$0.00	\$0.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-004	Evidence Library 4 Web VISTA Combo-Discount Device License Key	9.00	\$75.00	\$0.00	\$675.00
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	9.00	\$150.00	\$0.00	\$1,350.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	9.00	\$200.00	\$0.00	\$1,800.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	9.00	\$0.00	\$0.00	\$0.00
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	9.00	\$100.00	\$0.00	\$900.00



4RE/VISTA Price Quote

24)

WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	9.00	\$200.00	\$0.00	\$1,800.00
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	9.00	\$325.00	\$0.00	\$2,925.00
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	9.00	\$450.00	\$0.00	\$4,050.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$495.00	\$0.00	\$495.00
					\$63,945.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$0.00
Additional Quote Discount	\$0.00
Total Amount	\$63,945.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 11, 2020

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	HVAC Systems Service on an Annual Contract
Department:	Facilities
Date of Meeting:	Wednesday, November 11, 2020
Fiscal Impact:	\$180,000.00
Presented By:	Barry Mock, Assistant City Manager, Public Works Director
Action Requested:	Approval to renew HVAC Systems Service on an Annual Contract to Johnson Controls, Inc. in the amount of \$180,000.00.

Summary: This service contract combines Lawrenceville City Hall, Police Headquarters, and Lawrenceville Public Works Building under one umbrella for HVAC services. This planned service agreement will provide comprehensive and operational inspections, preventative maintenance service, filter replacement, repairs, and control systems verification.

Background: This is a continuation of the use of competitively bid cooperative agreement Sourcwell #030817- JHN. This contract was approved at the April 10, 2019 regular meeting.

Fiscal Impact: Amount of \$180,000.00. This project is funded by the Service Contracts Fund (1001565.522210).



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 11, 2020

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Cramac Subdivision Replacement of Underground Primary Conductor and Transformer Project
Department:	Electric
Date of Meeting:	Wednesday, November 11, 2020
Fiscal Impact:	\$507,450.00
Presented By:	Barry Mock, Asst. City Manager – Public Works Director
Action Requested:	Award Cramac Subdivision Replacement of Underground Primary Conductor and Transformer Project to low bidder, Service Electric Company, amount not to exceed \$507,450.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of replacement of approximately 19,000 ft. of underground primary conductor, 75 pad-mount transformers and 75 transformer pads. This will be done through directional underground drilling.

Fiscal Impact: Amount not to exceed \$507,450.00. This project is funded by the Capital Outlay Fund (5114600-541000). Project 06-032.

Attachments/Exhibits:
Bid Tabulation

SB008-21
Cramac Subdivision Replacement of Underground Primary Conductor and Transformer Project
Electric Department

BID TABULATION

				Over and Under General Contractor, Inc.		Service Electric Company		U-Tec Construction, Inc.		Volt Power, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Project											
1	Warranty and Bonds	1	LS	\$19,000.00	\$19,000.00	\$2,500.00	\$2,500.00	\$14,802.00	\$14,802.00	\$9,000.00	\$9,000.00
2	Mobilization	1	LS	\$0.00	\$0.00	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00	\$34,985.00	\$34,985.00
3	Traffic Control	1	LS	\$2,400.00	\$2,400.00	\$0.00	\$0.00	\$18,000.00	\$18,000.00	\$36,946.00	\$36,946.00
4	Installation of underground primary 1/0 15Kv 220 MIL URD	21000	FT	\$1.80	\$37,800.00	\$1.70	\$35,700.00	\$2.00	\$42,000.00	\$1.07	\$22,470.00
5	Installation of 2 inch red boreable pipe	19000	FT	\$14.00	\$266,000.00	\$17.00	\$323,000.00	\$37.00	\$703,000.00	\$27.67	\$525,730.00
6	Installation of 25Kva Padmount XFMR	75	EA	\$975.00	\$73,125.00	\$500.00	\$37,500.00	\$1,680.00	\$126,000.00	\$3,472.00	\$260,400.00
7	Installation of Concrete XFMR Pads(Single Phase) P-30	75	EA	\$370.00	\$27,750.00	\$250.00	\$18,750.00	\$300.00	\$22,500.00	\$322.00	\$24,150.00
8	Installation of required material to ECG Specifications	1	EA	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$3,200.00	\$3,200.00	\$1,074.00	\$1,074.00
9	Cut off old underground primary	1	EA	\$18,750.00	\$18,750.00	\$2,500.00	\$2,500.00	\$10,500.00	\$10,500.00	\$6,449.00	\$6,449.00
10	Move old transformers to Public Works	1	LS	\$11,250.00	\$11,250.00	\$2,500.00	\$2,500.00	\$4,650.00	\$4,650.00	\$12,899.00	\$12,899.00
Total				\$486,075.00		\$462,450.00		\$949,152.00		\$934,103.00	
Optional Variable Quantity Line Items											
1	Add for Rock Bore	1000	LF	\$109.25	\$109,250.00	\$30.00	\$30,000.00	\$106.00	\$106,000.00	\$15.00	\$15,000.00
2	Add for Blast/Hammer Rock	500	LF	\$374.00	\$187,000.00	\$30.00	\$15,000.00	\$98.70	\$49,350.00	\$20.00	\$10,000.00
Option Total				\$296,250.00		\$45,000.00		\$155,350.00		\$25,000.00	
Grand Total with Options				\$782,325.00		\$507,450.00		\$1,104,502.00		\$959,103.00	

Recommended Vendor:
Service Electric Company
1631 East 25th Street
Chattanooga, TN 37404
P: 423-490-9147
bimsand@serviceelectricco.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 11, 2020

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	230 Sarah Lane Storm Drain Replacement Project
Department:	Engineering
Date of Meeting:	Wednesday, November 11, 2020
Fiscal Impact:	\$52,959.50
Presented By:	Dennis Billew, City Engineer
Action Requested:	Award 230 Sarah Lane Storm Drain Replacement Project to low bidder, The Dickerson Group Inc., amount not to exceed \$52,959.50.

Summary: This project consists of demolition and removal of existing storm drain pipe system including all concrete structures, wood fencing, trees, shrubs, etc. and installation of 18" RCP and 24" HDPE pipes along with a new headwall.

Fiscal Impact: Amount not to exceed \$52,959.50. This project is funded by the Capital Outlay Fund (5614320.541000). Project 25-002.

Attachments/Exhibits:

Bid Tabulation

WQ007-21
230 Sarah Lane Storm Drain Replacement Project
Engineering

				A & S Paving, Inc.		GS Construction, Inc.		The Dickerson Group, Inc.		Summit Construction & Development, LLC		Ohmshiv Construction, LLC.		Universal Underground Utility Contractors, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties	1	LS	\$2,304.00	\$2,304.00	\$2,500.00	\$2,500.00	\$2,805.00	\$2,805.00	\$3,500.00	\$3,500.00	\$750.00	\$750.00	\$2,500.00	\$2,500.00
2	Mobilization	1	LS	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00
3	Erosion Control	1	LS	\$450.00	\$450.00	\$2,500.00	\$2,500.00	\$800.00	\$800.00	\$2,122.50	\$2,122.50	\$1,000.00	\$1,000.00	\$850.00	\$850.00
4	Complete demolition of existing storm drain pipes system within the drainage easement and in street, curb & gutter, concrete structures shrubs, (±6) trees, wood fencing, etc. including remove & replace unsuitable material and haul off.	1	LS	\$48,700.00	\$48,700.00	\$30,000.00	\$30,000.00	\$4,000.00	\$4,000.00	\$26,199.00	\$26,199.00	\$19,975.00	\$19,975.00	\$8,500.00	\$8,500.00
5	Water Pumping	1	LS	\$1.00	\$1.00	\$10,000.00	\$10,000.00	\$250.00	\$250.00	\$500.00	\$500.00	\$200.00	\$200.00	\$1,000.00	\$1,000.00
6	Install complete 18" RCP PIPE incl. Stone Bedding, Stone Backfill up to spring elevation,	32	LF	\$35.00	\$1,120.00	\$100.00	\$3,200.00	\$120.00	\$3,840.00	\$165.00	\$5,280.00	\$55.00	\$1,760.00	\$130.00	\$4,160.00
7	Install complete 24" HDPE PIPE including Stone Bedding, Stone Backfill up to spring elevation, Compaction, Shoring & including all tie-ins.	240	LF	\$20.00	\$4,800.00	\$100.00	\$24,000.00	\$80.00	\$19,200.00	\$68.00	\$16,320.00	\$58.00	\$13,920.00	\$89.00	\$21,360.00
8	Install complete SWCB 4' - 6' deep.	2	LF	\$1,500.00	\$3,000.00	\$5,000.00	\$10,000.00	\$3,500.00	\$7,000.00	\$3,500.00	\$7,000.00	\$2,650.00	\$5,300.00	\$3,200.00	\$6,400.00
9	Install complete 24" curb & gutter.	100	EA	\$10.00	\$1,000.00	\$20.00	\$2,000.00	\$15.00	\$1,500.00	\$19.50	\$1,950.00	\$20.00	\$2,000.00	\$18.00	\$1,800.00
10	Completely replace with new wood fencing, NEED TO COMPLETE THE WORK WITHIN THE DRAINAGE EASEMENT to match existing conditions.	1	LS	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$1,950.00	\$1,950.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
11	Install complete new 24" headwall incl. fresh Rip Rap.	1	CY	\$1,670.00	\$1,670.00	\$10,000.00	\$10,000.00	\$1,250.00	\$1,250.00	\$2,100.00	\$2,100.00	\$1,250.00	\$1,250.00	\$1,550.00	\$1,550.00
12	Permanent vegetation sod. Including mulch for landscaping, incl. fertilizer. Includes all areas of construction disturbance to restore to original conditions.	1	LS	\$9,300.00	\$9,300.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$4,880.50	\$4,880.50	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00
SUBTOTAL				\$81,345.00		\$109,200.00		\$48,145.00		\$73,602.00		\$49,655.00		\$56,120.00	
14	10% Contingencies	1	LS	\$8,134.50	\$8,134.50	\$10,920.00	\$10,920.00	\$4,814.50	\$4,814.50	\$7,360.20	\$7,360.20	\$4,965.50	\$4,965.50	\$5,612.00	\$5,612.00
TOTAL				\$89,479.50		\$120,120.00		\$52,959.50		\$80,962.20		\$54,620.50		\$61,732.00	

Recommended Vendor:
The Dickerson Group Inc.
871 Old Peachtree Road NW
Lawrenceville, GA 30043
770-513-4558
jason.freeland@dickersongroup.net



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 11, 2020

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	520 Wayside Drive Storm Drain Replacement Project
Department:	Engineering
Date of Meeting:	Wednesday, November 11, 2020
Fiscal Impact:	\$74,987.00
Presented By:	Dennis Billew, City Engineer
Action Requested:	Award 520 Wayside Drive Storm Drain Replacement Project to low bidder, Universal Underground Utility Contractors, Inc., amount not to exceed \$74,987.00.

Summary: This project consists of but is not limited to demolition and removal of existing CMP Pipe storm drain pipe system including 3 structures, fencing, wood decking, and a concrete driveway. Also included is the installation of new 30" RCP in street crossing & 30" HDPE and new 18" HDPE pipes that will tie in to existing structures, including stone bedding and backfill up to spring elevation with # 57 stone.

Fiscal Impact: Amount not to exceed \$74,987.00. This project is funded by the Capital Outlay Fund (5614320.541000). Project 25-002.

Attachments/Exhibits:

Bid Tabulation

BID TABULATION

PAGE 1

WQ009-21
520 Wayside Drive Storm Drain Replacement Project
Engineering

				A1 Contracting		The Dickerson Group, Inc.		GS Construction, Inc.		Multiplex, LLC		Universal Underground Utility Contractors, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties	1	LS	\$12,500.00	\$12,500.00	\$3,800.00	\$3,800.00	\$4,000.00	\$4,000.00	\$2,500.00	\$60,000.00	\$2,225.00	\$2,225.00
2	Mobilization	1	LS	\$7,500.00	\$7,500.00	\$1,500.00	\$1,500.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00
3	Erosion Control	1	LS	\$9,500.00	\$9,500.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$1,000.00	\$1,000.00
4	Complete Demolition of exist. storm drain pipes system within the drainage easement, Asphalt diverter ,driveways , curb & gutter ,concrete structures shrubs, trees, fencing, wood decking ,etc. including remove & replace unsuitable material and haul off.	1	LS	\$35,000.00	\$35,000.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$60,000.00	\$60,000.00	\$5,500.00	\$5,500.00
5	Water pumping	1	LS	\$9,500.00	\$9,500.00	\$250.00	\$250.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$250.00	\$250.00
6	Install complete 30" RCP incl. Stone Bedding, Stone Backfill up to spring elevation,	35	LF	\$150.00	\$5,250.00	\$150.00	\$5,250.00	\$200.00	\$7,000.00	\$260.00	\$9,100.00	\$135.00	\$4,725.00
7	Install complete 30" HDPE PIPE incl. Stone Bedding, Stone Backfill up to spring elevation, Compaction, Shoring &, including all Tie-ins.	200	LF	\$150.00	\$30,000.00	\$90.00	\$18,000.00	\$150.00	\$30,000.00	\$190.00	\$38,000.00	\$50.00	\$10,000.00
8	Install complete 18" HDPE PIPE incl. Stone Bedding, Stone Backfill up to spring elevation, Compaction, Shoring &, including all Tie-ins.	100	LF	\$80.00	\$8,000.00	\$50.00	\$5,000.00	\$100.00	\$10,000.00	\$85.00	\$8,500.00	\$40.00	\$4,000.00
9	Install complete 18" RCP PIPE incl. Stone Bedding, Stone Backfill up to spring elevation, Compaction, Shoring &, including all Tie-ins, and street patching to match existing.	115	EA	\$80.00	\$9,200.00	\$120.00	\$13,800.00	\$120.00	\$13,800.00	\$160.00	\$18,400.00	\$110.00	\$12,650.00
10	Install complete SWCB 4' -6' deep	3	EA	\$2,800.00	\$8,400.00	\$3,250.00	\$9,750.00	\$5,000.00	\$15,000.00	\$3,000.00	\$9,000.00	\$3,200.00	\$9,600.00
11	Install complete 24" Curb & Gutter	280	LF	\$25.00	\$7,000.00	\$15.00	\$4,200.00	\$20.00	\$5,600.00	\$30.00	\$8,400.00	\$16.00	\$4,480.00
12	Install complete min 4" thick concrete driveway	40	SY	\$60.00	\$2,400.00	\$65.00	\$2,600.00	\$350.00	\$14,000.00	\$65.00	\$2,600.00	\$61.00	\$2,440.00
13	Replace with new fencing complete ,THAT IS NEEDED TO COMPLETE THE WORK WITHIN THE DRAINAGE EASEMENT to match existing conditions	1	LS	\$12,500.00	\$12,500.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00
14	Fill existing CMP pipe with Flowable fill	1	LS	\$12,500.00	\$12,500.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$1,300.00	\$1,300.00
15	Reset existing headwall and install fresh Rip Rap.	2	EA	\$1,500.00	\$3,000.00	\$600.00	\$1,200.00	\$2,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$850.00	\$1,700.00
16	Permanent vegetation sod. Including mulch for landscaping, including fertilizer (includes all areas of construction to original conditions)	1	LS	\$18,000.00	\$18,000.00	\$2,800.00	\$2,800.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$4,300.00	\$4,300.00
SUBTOTAL				\$190,250.00		\$75,650.00		\$154,400.00		\$269,000.00		\$68,170.00	
14	10% Contingencies	1	LS	\$19,165.00	\$19,165.00	\$7,565.00	\$7,565.00	\$15,440.00	\$15,440.00		\$0.00	\$6,817.00	\$6,817.00
TOTAL				\$209,415.00		\$83,215.00		\$169,840.00		\$269,000.00		\$74,987.00	

BID TABULATION

				Summit Construction & Development, LLC.		A & S Paving, Inc.		Ohmshiv Construction, LLC.		Helix Group, Inc.		Tople Construction & Engineering, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties	1	LS	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00	\$1,000.00	\$1,000.00	\$3,827.32	\$3,827.32	\$2,500.00	\$2,500.00
2	Mobilization	1	LS	\$2,150.00	\$2,150.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$3,477.48	\$3,477.48	\$3,000.00	\$3,000.00
3	Erosion Control	1	LS	\$2,617.50	\$2,617.50	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$3,324.50	\$3,324.50	\$5,600.00	\$5,600.00
4	Complete Demolition of exist. storm drain pipes	1	LS	\$23,780.00	\$23,780.00	\$8,350.00	\$8,350.00	\$39,500.00	\$39,500.00	\$17,181.67	\$17,181.67	\$66,000.00	\$66,000.00
5	Water pumping	1	LS	\$1,000.00	\$1,000.00	\$10.00	\$10.00	\$200.00	\$200.00	\$949.46	\$949.46	\$3,000.00	\$3,000.00
6	Install complete 30" RCP incl. Stone Bedding, Stone Backfill up to spring elevation, Compaction, Shoring & including all Tie-ins and street patching to match existing.	35	LF	\$105.00	\$3,675.00	\$325.00	\$11,375.00	\$110.00	\$3,850.00	\$115.67	\$4,048.45	\$182.00	\$6,370.00
7	Install complete 30" HDPE PIPE incl. Stone Bedding, Stone Backfill up to spring elevation, Compaction, Shoring &, including all Tie-ins.	200	LF	\$95.00	\$19,000.00	\$90.00	\$18,000.00	\$98.00	\$19,600.00	\$64.84	\$12,968.00	\$64.00	\$12,800.00
8	Install complete 18" HDPE PIPE incl. Stone Bedding, Stone Backfill up to spring elevation, Compaction, Shoring &, including all Tie-ins.	100	LF	\$60.00	\$6,000.00	\$71.00	\$7,100.00	\$60.00	\$6,000.00	\$40.53	\$4,053.00	\$45.00	\$4,500.00
9	Install complete 18" RCP PIPE incl. Stone Bedding, Stone Backfill up to spring elevation, Compaction, Shoring &, including all Tie-ins, and street patching to match existing.	115	EA	\$65.00	\$7,475.00	\$121.00	\$13,915.00	\$65.00	\$7,475.00	\$91.83	\$10,560.45	\$96.00	\$11,040.00
10	Install complete SWCB 4' -6' deep	3	EA	\$3,500.00	\$10,500.00	\$1,500.00	\$4,500.00	\$2,650.00	\$7,950.00	\$3,625.50	\$10,876.50	\$5,300.00	\$15,900.00
11	Install complete 24" Curb & Gutter	280	LF	\$21.50	\$6,020.00	\$25.00	\$7,000.00	\$20.00	\$5,600.00	\$53.94	\$15,103.20	\$25.00	\$7,000.00
12	Install complete min 4" thick concrete driveway	40	SY	\$65.00	\$2,600.00	\$40.00	\$1,600.00	\$30.00	\$1,200.00	\$82.07	\$3,282.80	\$72.00	\$2,880.00
13	Replace with new fencing complete ,THAT IS NEEDED TO COMPLETE THE WORK WITHIN THE DRAINAGE EASEMENT to match existing conditions	1	LS	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$9,719.98	\$9,719.98	\$3,000.00	\$3,000.00
14	Fill existing CMP pipe with Flowable fill	1	LS	\$4,200.00	\$4,200.00	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00	\$4,991.43	\$4,991.43	\$5,600.00	\$5,600.00
15	Reset existing headwall and install fresh Rip Rap.	2	EA	\$1,150.00	\$2,300.00	\$2,000.00	\$4,000.00	\$1,250.00	\$2,500.00	\$1,141.56	\$2,283.12	\$600.00	\$1,200.00
16	Permanent vegetation sod. Including mulch for landscaping, including fertilizer (includes all areas of construction to original conditions)	1	LS	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$3,726.32	\$3,726.32	\$6,615.00	\$6,615.00
SUBTOTAL				\$98,817.50		\$95,450.00		\$101,875.00		\$110,373.68		\$157,005.00	
14	10% Contingencies	1	LS	\$9,881.75	\$9,881.75	\$9,545.00	\$9,545.00	\$10,187.50	\$10,187.50	\$11,037.37	\$11,037.37	\$15,700.50	\$15,700.50
TOTAL				\$108,699.25		\$104,995.00		\$112,062.50		\$121,411.05		\$172,705.50	

Recommended Vendor:
Universal Underground Utility Contractors, Inc.
770 Countyline Auburn Rd. Suite B
Winder, GA 30680
770-791-0121
barbara.roberts@universalundergrounduc.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 11, 2020

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Stone Mountain Street Gas Line Relocation Project
Department:	Gas
Date of Meeting:	Wednesday, November 11, 2020
Fiscal Impact:	\$319,961.25
Presented By:	Todd Hardigree, Gas Director
Action Requested:	Award Stone Mountain Street Gas Line Relocation Project to low bidder, Harrison & Harrison, Inc., amount not to exceed \$319,961.25. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project is for the relocation of 13,500 feet of 4" plastic with 4" PE from Johnson Road toward Gwinnett Drive. This is a requirement for the Five Forks Trickum Sidewalk Improvements Project.

Fiscal Impact: Amount not to exceed \$319,961.25. This project is funded by the Capital Outlay Fund (5164700.541000). Project 11-034.

Attachments/Exhibits:
Bid Tabulation

SB009-21
Stone Mountain Street Gas Line Relocation Project
Gas Department

BID TABULATION

			D. Lance Souther, Inc.		Harrison & Harrison, Inc.		Southeast Connections, LLC.	
ITEM #	DESCRIPTION	APPROX. QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Project								
1	Warranties & Bonds	1 LS	\$10,000.00	\$10,000.00	\$5,216.25	\$5,216.25	\$4,197.31	\$4,197.31
2	Remoblilization	1 LS	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00
3	6” Polyethylene Bore	75 LF	\$40.00	\$3,000.00	\$45.00	\$3,375.00	\$48.59	\$3,644.25
4	6” Polyethylene lay	75 LF	\$40.00	\$3,000.00	\$30.00	\$2,250.00	\$48.59	\$3,644.25
5	4” Polyethylene Bore	1,500 LF	\$30.00	\$45,000.00	\$25.00	\$37,500.00	\$26.97	\$40,455.00
6	4” Polyethylene lay	5,300 LF	\$30.00	\$159,000.00	\$20.00	\$106,000.00	\$26.97	\$142,941.00
7	2” Polyethylene Bore	300 LF	\$25.00	\$7,500.00	\$15.00	\$4,500.00	\$22.90	\$6,870.00
8	2” Polyethylene lay	600 LF	\$25.00	\$15,000.00	\$12.00	\$7,200.00	\$22.90	\$13,740.00
9	4” Tie-in	3 EA	\$4,500.00	\$13,500.00	\$1,500.00	\$4,500.00	\$3,061.73	\$9,185.19
10	3” Tie-in	2 EA	\$3,500.00	\$7,000.00	\$1,400.00	\$2,800.00	\$2,681.70	\$5,363.40
11	2” Tie-in	20 EA	\$2,500.00	\$50,000.00	\$900.00	\$18,000.00	\$2,041.15	\$40,823.00
12	Service Tie-over - ½” thru 3/4”	30 EA	\$1,000.00	\$30,000.00	\$650.00	\$19,500.00	\$1,473.02	\$44,190.60
13	Service Replacement Insert/Re-dig	10 EA	\$2,500.00	\$25,000.00	\$1,500.00	\$15,000.00	\$1,897.25	\$18,972.50
14	Locate Station Installation	20 EA	\$100.00	\$2,000.00	\$50.00	\$1,000.00	\$237.16	\$4,743.20
Total			\$375,000.00		\$228,341.25		\$342,769.70	
Optional Variable Quantity Line Items								
1	Add for Rock Bore	500 LF	\$150.00	\$75,000.00	\$142.52	\$71,260.00	\$85.00	\$42,500.00
2	Add for Blast/Hammer Rock	200 LF	\$100.00	\$20,000.00	\$101.80	\$20,360.00	\$61.40	\$12,280.00
Option Total			\$95,000.00		\$91,620.00		\$54,780.00	
Grand Total with Options			\$470,000.00		\$319,961.25		\$397,549.70	

Recommended Vendor:
Harrison & Harrison, Inc.
P.O. Box 5635
Athens, GA 30604
P: 706-549-2555
jameyhh@bellsouth.net



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 11, 2020

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Intergovernmental Agreement with Gwinnett County for Clayton-Nash Signal
Department:	Administration
Date of Meeting:	Wednesday, November 11, 2020
Fiscal Impact:	N/A
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve the Intergovernmental Agreement with Gwinnett County for Clayton-Nash Signal

Fiscal Impact: Funding will be from the Nash Street Fueling Station project.

Attachments/Exhibits:

Lawrenceville Clayton-Nash Signal IGA Draft v05

INTERGOVERNMENTAL AGREEMENT BETWEEN
GWINNETT COUNTY
AND
THE CITY OF LAWRENCEVILLE
REGARDING
THE TRAFFIC SIGNAL AT THE INTERSECTION OF CLAYTON STREET AT NASH STREET

This agreement made by and between the City of Lawrenceville, a municipal corporation chartered by the State of Georgia and headquartered at 70 South Clayton Street, Lawrenceville, GA 30046 (hereinafter referred to as “City”) and Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046 (hereinafter referred to as “County”) each of whom has been duly authorized to enter into this Agreement.

WITNESSETH

WHEREAS, the parties to this agreement are governmental units located within Gwinnett County, Georgia and authorized by law to enter into intergovernmental agreements; and

WHEREAS, the parties hereto desire to serve the needs of the citizens of Gwinnett County by providing a safe and efficient roadway improvement within Gwinnett County; and

WHEREAS, the City has requested that the County relocate the existing traffic signal cabinet and other related infrastructure at the intersection of Clayton Street at Nash Street; and

WHEREAS, both parties believe that the action would be in the interest of the health, safety, and welfare of the citizens of Gwinnett County;

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1. The County and the City have mutually agreed to cooperate on the relocation of the existing traffic signal cabinet and other related infrastructure at the intersection of Clayton Street at Nash Street (hereinafter the “project”).
2. The City has agreed to reimburse the County for the costs of relocation of the existing traffic signal infrastructure which is estimated to cost approximately \$66,000.00. The City shall be responsible for the actual cost of the relocation of the traffic signal infrastructure.
3. County Responsibilities:
 - a. The County will manage the traffic signal infrastructure relocation project.
 - b. The County will invoice the City for the actual costs of relocation upon completion of the project.

- c. The County will continue to be responsible for the ongoing operations and maintenance of the traffic signal.
4. City Responsibilities:
 - a. The City's payment shall be paid to the County in the form of a reimbursement.
 - b. The City shall remit payment for reimbursement within thirty (30) days of receipt of an invoice from the County.
5. All notices pursuant to this agreement shall be served as follows: As to the County, Chairman, Gwinnett County Board of Commissioners, 75 Langley Drive, Lawrenceville, Georgia 30046. As to the City, Mayor, City of Lawrenceville, 70 South Clayton Street, Lawrenceville, GA 30046.
6. This agreement constitutes the entire written agreement between the parties hereto as to all matters contained herein. All subsequent changes to this contract must be in writing and signed by both parties. This agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duty or causes of action for any third party, and no provisions contained within this agreement are intended to nor shall they in any way be construed to relieve any contractor performing services in connection with the Project of any liability or to complete the work in a good, substantial and workmanlike manner. No provision in this agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either the County or to the City by the Constitution and laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 20__.

WINNETT COUNTY, GEORGIA

CITY OF LAWRENCEVILLE, GEORGIA

By: _____
CHARLOTTE J. NASH

By: _____

Title: CHAIRMAN

Title: MAYOR

ATTEST:

ATTEST:

By: _____

By: _____

Title: County Clerk/Deputy County Clerk (SEAL) Title: City Clerk (SEAL)

APPROVED AS TO FORM:

Senior Assistant County Attorney