



AGENDA REPORT

MEETING DATE:	November 2, 2026	Regular <i>Jason Griffin</i> <small>Jason Griffin (Oct 28, 2026 16:12:11 EDT)</small>
DEPARTMENT:	Police	Jason Griffin, Police Chief
SECTION OF AGENDA:	Consent Agenda	November 2, 2026
AGENDA ITEM TITLE:	Approval of Consent to Assignment of Agreement from ProLogic ITS, to LEHR Upfitters Southeast, LLC	
STATEMENT OF PURPOSE:	The current contractor that provides installation of upfitting equipment on City of Milton government vehicles (ProLogic ITS, LLC) has been acquired by LEHR Upfitters Southeast, LLC. This assignment agreement will allow LEHR Upfitters Southeast, LLC to assume the duties listed in the current agreement with ProLogic ITS, LLC to be relieved of obligations with the previous agreement and have those obligations transferred to LEHR Upfitters Southeast, LLC moving forward.	
FINANCIAL IMPACT:	There is no anticipated financial impact associated with this consent and conditional assignment agreement as LEHR states that it agrees to honor all existing pricing, discounts, rates and terms applicable.	
RECOMMENDED ACTION:	Approval of the consent and conditional assignment agreement with LEHR Upfitters Southeast, LLC	

EXECUTIVE SUMMARY:

The City of Milton is currently under contract with ProLogic ITS, LLC for the upfitting and installation of additional equipment and graphics for the City of Milton fleet. Recently, ProLogic has completed the sale of its Government Fleet Upfitting Division to LEHR. As part of that transaction, LEHR has acquired the assets and operations associated with that business and, subject to Customer's written consent to this assignment, will assume responsibility for the contracts entered into by ProLogic.

PURPOSE/BACKGROUND:

Milton Police Department vehicles and other City of Milton fleet vehicles are purchased from vehicle dealers across the State of Georgia through the state's contract portal. Once these vehicles are purchased and acquired, they are then upfitted with designated third-party equipment to provide required equipment and markings to meet both City of Milton and State requirements for both emergency and non-emergency operations. This would include but not be limited to: (1) emergency lighting, (2) sirens and loudspeakers, (3) vehicle graphics as well as the necessary equipment to complete various modifications and installations.

STAFF ANALYSIS:

The work proposed is in line with Milton's commitment to being good stewards of public resources through providing quality, cost effective emergency equipment, while also maintaining the intended aesthetic associated with public safety requirements and the City's standards for non-emergency vehicles.



FINANCIAL IMPACT:

Per the consent and conditional assignment agreement, there is no anticipated cost associated with the purchase of Prologic ITS by LEHR Upfitters beyond anticipated amounts for services in FY27.

ALTERNATIVES CONSIDERED:

Option 1: Approve the Consent and Conditional Assignment Agreement with LEHR Upfitters Southeast, LLC.

Option 2: Decline the agreement and conduct an ITB or RFP process to select a new vendor.

LEGAL AND REGULATORY CONSIDERATIONS:

The contract has been reviewed and approved by legal.

OPERATIONAL IMPACT

There is no anticipated operational impact. The change of ownership will have no effect on pricing of upfitting, location of where upfitting is completed and no additional delay in completion of agreed upon scope of work.

COMMUNITY/STAKEHOLDER IMPACT:

This continued agreement with new ownership will provide a product consistent with the expectations of the MPD, the City of Milton and its residents. It will provide functional safety equipment that allows for a timely and safe response to community needs and calls for service as well as quality graphics that meet the expectations and vision of all stakeholders.

STRATEGIC ALIGNMENT:

Aligns with Strategic Priority #4: Maintain a secure community in which people can live work and play safely, Goal #1: Deliver effective, efficient emergency and nonemergency services to minimize fatalities, sever injuries and loss.

STAFF RECOMMENDATION:

Approval of the consent and conditional assignment agreement.

REVIEWS & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – October 21, 2026 *Bernadette Harvill*

Legal Review: Jennifer McCall, Jarrard & Davis, LLP – September 28, 2026

Concurrent Review: Steven Krokoff, City Manager

Steven Krokoff
Steven Krokoff (Oct 29, 2026 07:54:59 EDT)

ATTACHMENTS:

Consent and Conditional Assignment Agreement between City of Milton, GA and LEHR Upfitters Southeast, LLC

CONSENT AND CONDITIONAL ASSIGNMENT AGREEMENT

Date: 9/18/2026

Customer: City of Milton, Georgia

Re: Consent to Assignment of Agreement from ProLogic ITS, LLC to LEHR Upfitters Southeast, LLC - #26-PD01 and #26-PD02

To Whom It May Concern,

This letter serves to request **The City of Milton's** consent to the assignment of the agreement(s), purchase order(s), statement(s) of work, service agreement(s), maintenance agreement(s), warranty obligation(s), and any related rights and obligations (collectively, the "**Agreement**") between **The City of Milton (Customer)** and **ProLogic ITS, LLC ("ProLogic")** to **LEHR Upfitters Southeast, LLC ("LEHR")**.

As you may be aware, ProLogic has completed the sale of its Government Fleet Upfitting Division to LEHR. As part of that transaction, LEHR has acquired the assets and operations associated with that business and, subject to Customer's written consent to this assignment, will assume responsibility for the contracts entered into by ProLogic. LEHR further agrees to honor all existing pricing, discounts, rates, and terms applicable to hardware, services, and warranty coverage under the Agreement until such time as the parties mutually execute a replacement or successor agreement.

Conditional Assignment

Subject to Customer's written consent, ProLogic hereby assigns, transfers, and conveys to LEHR all of ProLogic's rights, title, interests, duties, and obligations under the Agreement, and LEHR hereby accepts such assignment and agrees to perform all obligations arising under the Agreement from and after the Effective Date of the assignment.

This assignment is expressly conditioned upon Customer's written consent. Until such consent is received, ProLogic and LEHR agree that:

1. LEHR may perform services on behalf of ProLogic pursuant to the Agreement as ProLogic's authorized subcontractor or agent.
2. Customer's rights under the Agreement shall not be diminished or adversely affected.
3. Pricing, service levels, warranties, and all other material terms of the Agreement shall remain unchanged unless otherwise agreed to in writing by Customer.

4. Upon Customer's written consent, LEHR shall become the successor service provider under the Agreement and shall assume all future performance obligations under the Agreement from the Effective Date.

No Interruption of Services

The parties acknowledge that this assignment is intended solely to facilitate the continuation of services without interruption. Customer should experience no disruption in service, support, warranty coverage, project execution, or contractual commitments as a result of this assignment.

Release

Effective upon Customer's written consent and the effective date of the assignment, ProLogic shall be released from any future obligations arising under the Agreement after the Effective Date of the assignment, except for obligations that accrued prior to such date or that expressly survive termination or assignment under the Agreement.

No Other Changes

Except as expressly set forth herein, all terms, conditions, pricing, warranties, limitations of liability, and other provisions of the Agreement shall remain in full force and effect.

Effective Date

The effective date of the assignment shall be July 10th, 2026 ("**Effective Date**"), or such other date as mutually agreed in writing by the parties.

CUSTOMER CONSENT

The undersigned, on behalf of **City of Milton (Customer)**, hereby:

- ☐ Consents to the assignment of the Agreement from ProLogic ITS, LLC to LEHR Upfitters Southeast, LLC.
 - ☐ Acknowledges that LEHR shall assume all future rights and obligations under the Agreement beginning on the Effective Date.
 - ☐ Agrees that all remaining terms and conditions of the Agreement shall remain unchanged unless otherwise amended in writing.
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PROLOGIC ITS, LLC

By: 

Name: Paul Sprayberry

Title: Managing Partner

Date: 7/28/2026

LEHR UPFITTERS SOUTHEAST, LLC

By: 

Name: Edwin Posadas

Title: Executive V.P. Sales

Date: 7/28/2026

City of Milton, Georgia (Customer)

By: _____

Name: Peyton Jamison

Title: Mayor

Date: _____

[CITY SEAL]

Attest:

Tammy Lowit, City Clerk

Approved as to form:

Signed by:

10/19/2026



City Attorney

Date