"SOLE SOURCE" PROCUREMENT JUSTIFICATION

Sole source purchases are goods and services available from only one vendor. There may be just one vendor because of patents or copyrights or simply because the vendor is the only one which supplies the good or service. Using Department must provide a written explanation as to why only this particular product/service is acceptable and why no other will be suitable or acceptable to meet the need. A quote must accompany this form.

Department name: **Sheriff's**

1. Name of product or service: **Leads Online**
2. Name of product manufacturer: **Leads Online**
3. Name of "sole" product supplier or service provider: **Leads Online**
4. Describe in general terms the product/service you are requesting and the intended application. **National tracking system for pawn shops, scrap yards, gold buyers and second hand stores. Assists with locating property stolen from Doña Ana County.**
5. Describe the unique features/capabilities/characteristics that distinguish it from other products/services. **This is the only company that is National all others are Regional.**
6. How did you determine there was only one source for the product or service? Provide information on the research that was performed to locate suppliers for this product(s) or service(s). (Please furnish names, addresses and other documentation). **From Las Cruces Police Dept. who just purchased the system. They determined Sole Source "piggybacking" off their paperwork.**
7. What product supplier or service provider has your Department used until now to satisfy similar requirements? **None. This is a new system.**

Signature of Department Head — Date 7/29/15

(Attach Quote and Use Additional Sheets As Necessary)
**This form is used by Purchasing Department to determine if a "Sole Source" procurement criterion is met.
Completing this form does not guarantee approval of this type of procurement.

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Catching crooks and cooks since 2000

6900 Dallas Parkway, Suite 825, Plano, TX 75024 leadsonline.com T 972-361-0900 F 972-361-0901 TF 800-311-2656

AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated July 1, 2015, ("Effective Date") is made between Dona Ana County Sheriff's Office ("Agency") and LeadsOnline LLC ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and disseminating Data.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

1. Definitions

1.1 "Data" means all information provided by Reporting Business and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, item number, product UPC code, quantity and ingredients, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.

1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal financial institution regulators and the Federal Trade Commission.

1.3 "Law Enforcement Agency" means any agency duly authorized by municipal, state, county or federal government to enforce laws or investigate crimes.

1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in their official duties, access Data and/or submit Data for official use by Law Enforcement Agencies.

1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Data for access by Law Enforcement Officials.

1.6 "Reporting Business" shall mean any entity that records Data regarding (a) the receipt or sale of products regulated by law, including but not limited to the Combat Methamphetamine Act of 2005 and (b) the receipt or other disposition of merchandise or materials, and reports such Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

2. Responsibilities of Agency

2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Data accessed via Leads by its Law Enforcement Official is the responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.

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2.2 Agency is responsible for the accuracy of information submitted by Agency's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.

2.3 Agency agrees that accounts will be used only by the Law Enforcement Official to whom the account is registered.

2.4 Agency represents and warrants that it shall only access, use and disclose Data for use in Agency's official Law Enforcement Agency duties.

2.5 Agency agrees to not divulge Data or information obtained through Leads' System to anyone other than Law Enforcement Officials within Agency's Law Enforcement Agency, with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency.

2.6 Agency is responsible for securing Data accessed from Leads' System, and agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state data security breach laws and the GLBA.

2.7 Agency is responsible for using devices and browsers capable of connecting via an encrypted internet connection.

2.8 Agency is responsible for promptly notifying Leads when a user is no longer employed by Agency or is otherwise no longer authorized to access Leads' System.

2.9 Agency agrees to promptly notify Leads of any conditions that Agency believes may represent or result from a security incident or vulnerability, including the possible compromise of a user's password. Please send any notifications to privacy@leadsonline.com.

2.10 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

3. Responsibilities of Leads

3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Data for access only by Law Enforcement Officials.

3.2 Leads agrees to secure Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.

3.3 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

4. Conditions for use of Leads' System

4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 U.S.C.) , as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency Agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any

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other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.

4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.

4.3 Agency represents it is a Law Enforcement Agency.

4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.

4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and disseminating Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user.

4.6 Leads uses a number of checks to identify inaccurate or incomplete Data, but cannot and does not represent or endorse the accuracy or reliability of Data or other information submitted by Reporting Business and Law Enforcement Agencies. Data is provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.

4.7 Leads will provide reasonable instructions to Reporting Businesses regarding uploading Data to the Leads' System, but is not responsible for ensuring their compliance with their Data reporting obligations.

4.8 Agency will not discourage Reporting Businesses from submitting Data via Leads.

5. Term

5.1 This Agreement will become effective as of the date first set forth above and remain in effect for three (3) years plus any initial partial year (the "Initial Term") or until termination by Leads or Agency as described below.

5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term and any renewal term, Agency may renew this Agreement for an additional one-year term. Mutual agreement to be evidenced by Leads' submission of a valid invoice for the renewal year, and Agency's payment of such invoice within 30 days of renewal.

5.3 Following reasonable notice and cure period(s), either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.

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deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to Agency.

7.3 Leads reserves the right to disclose any information in response to an official government request or duly authorized subpoena.

7.4 Any waiver by Leads of a breach of any provision of this Agreement by Agency or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by Agency.

7.5 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.

7.6 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.

7.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located either in Dallas County or Collin County, Texas.

7.8 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.

LEADS

LeadsOnline LLC

Signature: _____

Print Name: David K. Finley

Title: President & CEO

Date: 6/8/15

Address: 6900 Dallas Parkway, Suite 825
Plano, Texas 75024

Tax ID: 42-1720332

AGENCY

Dona Ana County Sherriff's Office

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address: 845 North Motel Blvd
Las Cruces, NM 88007

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AGENCY AGREEMENT – Attachment 'A'

SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE

LeadsOnline System Capability	PowerPlus
Online reporting system for all pawn/secondhand stores	✓
Unlimited accounts/searches for your personnel working your cases	✓
Images of property, sellers, vehicles, thumbprints, etc. as reported	✓
Legacy data import (from existing in-house database)	✓
Updates, training and support for agency personnel and businesses	✓
Transaction Monitor – Audit system for reporting compliance	✓
ReportIt citizen property inventory system	✓
Automated NCIC/stolen property hits	✓
Message Inbox (alerts and communication to and from businesses)	✓
Daily Stats (hits and statistics for each investigator)	✓
Property Hold Management System	✓
Nationwide search access	✓
Saved (continuous) searches/Email hit alerts	✓ 180
eBay First Responder Service	✓
Persons of Interest inter-agency suspect information system	✓
Suspect variations and associations reports	✓
Submit lists of known suspects (file upload) 2,000 entries	✓
Submit lists of stolen property (file upload) 2,000 entries	✓
Online reporting System for scrap metal dealers	✓
Statement Analyzer	✓
CompStat mapping System	✓
Total Fixed Annual subscription fee due on July 1, 2015 and on or before each anniversary thereof during the Initial Term	**$10,355**

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About

LeadsOnline is a technology service helping law enforcement catch criminals, while helping businesses reduce the hassles of reporting.

That's the short version. Here's the rest:

We support thousands of law enforcement agencies across the country by helping them solve crimes.

And we help businesses, which are typically required by law to report their transactions to law enforcement, by making reporting easier and more efficient. From secondhand dealers, pawnshops, and gold buyers to pharmacies and scrap metal dealers, we help each of them reduce the hassles of reporting.

The vast majority of the transactions taking place in those businesses are completely legitimate, but reporting laws exist because a relative few are related to criminal activity on the part of the customer or some other party.

LeadsOnline is the link between investigators and missing items or individuals who may turn out to be instrumental in solving a homicide, finding a meth lab, or getting stolen property back to its rightful owner.

We're no nonsense, innovative thinkers, focused on making communities safer and committed to making our client's lives much less complicated.

We take our work seriously, but try not to take ourselves too seriously. Give us a call. We can help you.

FREE Trial

Try our system for free for 30 days. You get access to the largest online investigation system used by law enforcement today

Get Started ›

Are you a business?

LeadsOnline is the easiest and safest way to report transactions, helping you, your community, and law enforcement.

Register Your Business

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MENU

LeadsOnline

FROM LEADSONLINE

RATE THIS PRODUCT: ☆ ☆ ☆ ☆ ☆

LeadsOnline is a national online investigative system used by more than 3,000 law enforcement agencies to recover stolen property and solve crimes. Each day, millions of items are added to the LeadsOnline database by businesses including second-hand stores, scrap metal recyclers, pawnshops, and Internet drop-off stores across all 50 states. Those records are instantly available to law enforcement agencies, meaning crimes can be solved in seconds, not months. The LeadsOnline system, compatible with the NCIC, serves as an indispensible, efficient, and money-saving resource for detectives because it provides a cross-jurisdictional, instantaneous, and accurate database that stops criminals from escaping detection by selling stolen items in another city. An official eBay partner, LeadsOnline helps prevent illegal transactions on the eBay website by giving law enforcement access to the world's largest online marketplace through automatic upload of all eBay transactions into the LeadsOnline database. LeadsOnline also includes LeadsOnlabs, a system for tracking those involved in the illegal manufacture of methamphetamines; a Metal Theft Investigation System designed to track copper and other metal thefts; and cross-checks names of pawn customers against the OFAC SDN list of known terrorists and narcotics traffickers.

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TECHNOLOGY

Credit where credit is due

BY REBECCA KANABLE ON MAR 16, 2012