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CITY OF ST. LOUIS
SERVICE AGREEMENT FOR
“LEADSONLINE” SERVICES AT
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®

This Agreement, made and entered into this ____ day of ____ 2012 (the

Agreement”), by and between the City of St. Louis, a municipal corporation of the State of Missouri (the “City”) and LeadsOnLine (the “Contractor”).

WITNESSETH THAT:

WHEREAS, City owns and operates Lambert-St. Louis International Airport® (the “Airport”); and

WHEREAS, City seeks to contract with the Contractor for certain services described herein.

NOW, THEREFORE, in consideration of the payments, terms, conditions, agreements, hereinafter set forth, to be made and performed by City, the Contractor hereby promises and agrees that it will faithfully perform all the services called for by the Agreement, in the manner and under the terms, covenant, and conditions hereinafter set forth.

LeadsOnline

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St. Louis Airport Police Department
PO Box 10212
Lambert Airport, MO 63145

Attn: Gigi Glasper

Invoice Number: 220583
Invoice Date: 1/4/2012
Customer #: STLMOAPD
Terms: Due on receipt
Our Tax ID#: 42-1720332

INVOICE

Rep	Status:
JW	FYES0...

P.O. Number

Months	Description	Total
12.00	LeadsOnline TotalTrack Service Package See Attachment 1 entitled "LeadsOnLine Agency Agreement," which is attached hereto and incorporated herein. Contract Dates: 04/1/12 - 03/31/13	3,688.00

Thank you for your subscription. Please remit payment to:
LeadsOnline, 15660 N. Dallas Pkwy., Ste. 800, Dallas, TX 75248

To pay by credit card, please call 972-361-0900
We accept American Express, Visa, MasterCard, and Discover Card
We also accept Direct Deposit | Electronic Funds Transfer | ACH

Purchase Orders can be emailed to accounting@leadsonline.com

Total \$3,688.00

Please call 972.361.0900 or email accounting@leadsonline.com
should you have any questions about this invoice.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals as set forth below:

LEADSONLINE

ATTEST:

By: [Signature] 1/18/12
Date

By: Shanna Eas 1/18/12
Date

THE CITY OF ST. LOUIS, MISSOURI, OPERATING
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®:

The foregoing Agreement was approved on this 1ST day of February, 2012, by authority of a resolution adopted by the Airport Commission at its meeting on August 4, 1993.

By: [Signature] 2-1-12
Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on February 15, 2012.

By: [Signature] 2/15/12
Secretary Date
Board of Estimate & Apportionment

APPROVED AS TO FORM BY:

COUNTERSIGNED BY:

Phyllis 2/2/12
City Counselor Date

[Signature] 2/16/12
Comptroller Date

ATTESTED TO BY:

[Signature] FEB 21 2012
Register Date

63800

Attachment 1

LeadsOnLine Agency Agreement

Confidential
garvinm@stlouis-mo.gov
2020-01-16 13:35:55 +0000

AGENCY AGREEMENT

This LeadsOnline, Inc. AGENCY AGREEMENT ("Agreement"), dated, **April 1, 2012** is made between the **City of St. Louis** ("City"), the owner and operator of Lambert – St. Louis International Airport® ("Airport") and **LeadsOnline LLC** ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains at its web site a confidential investigations system accessible electronically exclusively by Law Enforcement Agencies for the sole purpose of identifying merchandise and/or persons suspected to have been involved in crimes.

The City's Airport Police Department desires to utilize the electronic 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:

I.

DEFINITIONS

- 1.1 **"Authorized Officials"** means duly authorized law enforcement personnel of City's Airport Police Department.
- 1.2 **"Data"** includes but is not limited to the ticket number, item number, make, model, property description and serial number of merchandise sold to a Dealer or used as loan collateral by a Secondhand Dealer, and other non-public personal information pertaining to any customer(s) involved in the aforementioned transactions (including for example, customers' names, addresses, identification numbers and any images collected by Dealer during course of a transaction).
- 1.3 **"Law Enforcement Agency"** means any municipal, county, state or federal government staffed and operated agency whose primary purpose is criminal investigation and/or law enforcement.
- 1.4 **"Secondhand Dealer"** means any person or entity that purchases pre-owned personal property other than Scrap Metal and/or uses personal property as loan collateral and furnishes Data relative thereto to Leads for inclusion in Leads' database.
- 1.5 **"Scrap Metal Dealer"** means any person or entity that purchases ferrous or nonferrous metal that is no longer used for its original purpose and is capable of being processed for reuse by a metal recycling facility, and furnishes Data relative thereto to Leads for inclusion in Leads' database.

1.6 **"Scrap Metal"** includes materials purchased by Scrap Metal Dealers including but not limited to iron, brass, wire, cable, copper, bronze, aluminum, platinum, lead, solder, steel, catalytic converters.

1.7 **"Dealer"** means Secondhand Dealer and/or Scrap Metal Dealer as specified in Attachment "A". If either Secondhand Dealer or Scrap Metal Dealer is not specified in Attachment "A", only the specified Dealer type will apply.

II.

APPOINTMENT

2.1 Subject to the terms of this Agreement, City hereby appoints Leads as its agent, as such term is utilized in the Gramm-Leach-Bliley Act of 1999 (the "GLBA"), for the sole purpose of collecting, maintaining and disseminating Data from Dealers. This agency appointment is effective as of the registration date of City's initial user.

III.

AGREEMENTS AND RESPONSIBILITIES OF CITY

3.1 City agrees that City's use of the Data displayed at Leads' web site will be for the purpose of identifying stolen merchandise and/or persons suspected of involvement in crimes.

3.2 City agrees to not divulge Data or information obtained through City's access to Leads' web site to anyone other than Authorized Officials and persons with City's agency entitled to receive the Data or information pursuant to statute, rule or regulation, including specifically the GLBA.

3.3 City agrees to not access information from Leads' web site for purposes of gathering information from outside of City's jurisdiction for any third party, including private parties and other law enforcement agencies.

3.4 City agrees that passwords provided by Leads to City enabling City to utilize Leads' web site will be made known only to Authorized Officials of City and that only those Authorized Officials will be permitted to use the passwords or otherwise access the electronic system at Leads' web site. City will notify Leads when Authorized Officials leave the agency, change duties, or are otherwise no longer authorized to access Leads' investigations system.

3.5 City agrees not to use the Data or information displayed at Leads' web site for any unlawful purpose, or in any manner, which may create liability for Leads or Dealers. City agrees its use of the Data or information contained at Leads' web site will not be other than as permitted by law or the rights duly granted to City in carrying out City's official duties.

3.6 City agrees to act in accordance with laws and procedures within Dealer's jurisdiction, and agrees to notify the designated Law Enforcement Agency for Dealer's jurisdiction prior to requesting additional information about Data, to place an item on hold status, or to confiscate an item found in a business outside of City's jurisdiction.

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3.7 City agrees to submit accurate information, including but not limited to valid identity of Authorized Officials establishing accounts to access the system and City case numbers for specific items and/or suspects in conducting any search or use of Leads' web site.

3.8 City agrees it has no ownership rights to any password or user name that may be utilized by City pursuant to this Agreement. For security purposes, City agrees to change its password(s) every 90 days.

3.9 City is responsible for insuring that City's hardware can connect to Leads' website via the Internet.

3.10 City is responsible for insuring compliance among businesses in City's jurisdiction. City agrees to not discourage Dealers from furnishing Data to Leads.

IV.

AGREEMENTS AND RESPONSIBILITIES OF LEADS

4.1 Leads agrees to operate and maintain an electronic investigations system at its web site for the purpose of receiving and disseminating Data from Dealers for the use of Law Enforcement Agencies.

4.2 Leads agrees to provide system capabilities in accordance with Attachment "A" attached to this Agreement.

4.3 Leads agrees to implement commercially reasonable efforts to maintain City's access to Leads' web site. From time to time, maintenance will be required to be performed, as well as developments and modifications to Leads' web site and on Leads' infrastructure. City acknowledges that Leads has no responsibility for the service or operation of the Internet or for City's ability to connect to the internet, and that Leads makes no representations in this regard. Internet service is subject to limitations caused by local landlines, atmospheric or technical conditions and may be temporarily unavailable, limited, interrupted or curtailed.

4.4 Leads agrees to facilitate City's access to the Data by passwords and user names selected by City within reasonable parameters established by Leads.

4.5 Leads agrees to provide City with secure access to a report detailing the usage of Leads' web site by Authorized Officials.

4.6 Leads' client support and training is available to City at no additional cost when performed by telephone or email between the hours of 7:30 AM and 5:30 PM Central Time. City may request Leads to travel to City's location for specialized training and support. Special services including after-hours support and on-site training may be provided upon mutual agreement, and may include rates for time, materials, travel, and miscellaneous expenses as agreed upon by the parties.

V.

CONDITIONS FOR CITY'S ACCESS AND USE OF LEADS' WEB SITE

- 5.1** By entering into this Agreement, City represents it is a Law Enforcement Agency as that term is defined in Section 1. City's appointment of Leads as agent is made in order to obtain information of a financial institution in connection with the performance of the official duties of City, as is contemplated by the GLBA.
- 5.2** Leads may modify or upgrade any aspect(s) of Leads' web site at any time without notice to City.
- 5.3** All Data is provided solely by Dealers using Dealers' proprietary operational software according to the laws and practices enforced in Dealer's jurisdiction. Therefore, Leads cannot and does not represent or endorse the completeness, accuracy or reliability of the Data displayed through Leads' web site, nor the functionality of Dealer's operational software. City acknowledges that any reliance by City or any Law Enforcement Agency upon any Data or other information displayed or distributed through Leads' web site shall be at City's sole risk.

- 5.4** Leads reserves the right at all times to disclose any information as necessary to satisfy any law, regulation, or government request, or to edit, refuse to post or to remove any Data or information, in whole or in part, that in Leads' sole discretion is inaccurate, incomplete or is in violation of local, state and/or federal law.

VI.

TERM

- 6.1** This Agreement will become effective as of the date first set forth above and remain in effect for one (1) year or until termination by Leads or City as described below.
- 6.2** This Agreement may be renewed for successive additional one-year terms upon mutual agreement of the parties prior to the expiration of the initial term or any renewal term thereafter. In the event of renewal, City agrees to pay Leads an annual subscription fee for the renewal period within 30 days of invoice.
- 6.3** City may immediately and without notice, terminate this Agreement, at City's sole option, if Leads fails to perform any material obligation required of Leads under this Agreement; or violates any laws, rules or regulations. If termination occurs under this paragraph, Leads shall remit to City on a pro-rated basis that portion of the annual subscription fee paid by City from the date Leads commits any breach described above until the end of the applicable one (1) year term or renewal term.
- 6.4** Leads may immediately and without notice, terminate this Agreement for cause, at Leads' sole option, if City: (a) fails to pay any annual subscription fee owed to Leads within 30 days of invoice; (b) fails to perform any material obligation required of City under this Agreement; (c) violates any laws, rules or regulations.
- 6.5** Leads may immediately and without notice terminate this agreement if in Leads' sole discretion, Leads determines that providing City with access to Leads' system creates liability for Leads. If termination occurs under this paragraph, Leads shall remit to City on a

pro-rated basis that portion of the annual subscription fee paid by City from the date of termination until the end of the applicable one (1) year term.

VII.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

7.1 LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO LEADS' WEB SITE AND LEADS' SERVICES TO BE ACCESSED, USED OR DELIVERED PURSUANT TO THIS AGREEMENT. LEADS' WEB SITE, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEB SITE IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. LEADS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN LEADS' WEB SITE OR ANY DATA, MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE LEADS' WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. LEADS SHALL NOT BE LIABLE IN ANY MANNER OR IN ANY RESPECT FOR THE USE OF LEADS' WEB SITE BY CITY, INCLUDING, WITHOUT LIMITATION, FOR THE ABSENCE OR PRESENCE OF DATA OR CONTENT OR ANY ERRORS CONTAINED THEREIN.

VIII.

INDEMNIFICATION

8.1 Leads shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of City's employees arising out of or related to City's use of Leads' web site.

City shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of Leads' employees arising out of or related to operation or use of Leads' website. If both Leads and City are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of the employees of Leads and City under this Agreement, Leads and City shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement. 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.

Leads shall indemnify, hold harmless, protect and defend City and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the system), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the Data or any other breach of this Agreement by City, Leads' liability under this paragraph 8.1

shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by City.

IX.

COPYRIGHT/REVERSE ENGINEERING/RECORDS REQUESTS

- 9.1** Leads' web site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws. The contents of Leads' web site are only for the purpose described herein. All materials contained on Leads' web site are protected by copyright, and are owned or controlled by Leads or the party credited as the Leads of the content. City will abide by any additional copyright notices, information, or restrictions contained in any content on Leads' web site.
- 9.2** City agrees not to decompile or otherwise copy or use the Leads' web site for purposes of reverse engineering or reconstruction, and will not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership form any materials it obtains from Leads or Leads' system.
- 9.3** Data is not considered by the parties to fall into the category of public record unless otherwise specified by law in City's jurisdiction. If Leads receives a request for records from parties other than Law Enforcement Agencies, courts, or other official sources regarding City personnel or Data from City's jurisdiction, Leads will refer the request to City. If any third party requests City to provide information involving Leads' materials or Data, City will make reasonable efforts to limit disclosure to that which is specifically required by law to be disclosed. City will obtain, to the extent possible, confidential treatment for information by any authority requiring delivery of information.

X.

MISCELLANEOUS

- 10.1** Leads may assign or delegate all or part of Leads' rights or duties under this Agreement without notice to City. City may not make any assignment of this Agreement without Leads' prior written consent, which will not be unreasonably withheld.
- 10.2** If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Leads deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to City.
- 10.3** Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slow-downs.
- 10.4** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, with regard to conflicts of laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall be in an appropriate state or federal court located in the State of Missouri.



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10.5 This Agreement constitutes the entire agreement between the parties, and shall supersede all prior agreements and understandings, if any, between the parties respecting the subject matter hereof.

LEADS

LeadsOnline LLC

Signature: 

Print Name: David K. Finley

Title: President & CEO

Date: 1/14/12

Address: 15660 N. Dallas Pkwy., Suite 800

Dallas, Texas 75248

Federal Tax I.D. # 42-1720332

CITY

St. Louis Airport Police Department

Signature: 

Print Name: SANDRA NELSON

Title: ADMIN. SERVICES MANAGER

Date: 01/10/12

Address: P.O. Box 10212

Lambert Airport, MO 63145

AGENCY AGREEMENT – Attachment 'A'

TOTALTRACK SERVICE PACKAGE INCLUDES:

- Online reporting system for all Secondhand Dealers
- Accounts for an unlimited number of Authorized Officials
- Images of property, sellers, vehicles, thumbprints and signatures as provided by reporting businesses
- System updates, training and support for Authorized Officials and Secondhand Dealer personnel
- Store monitor compliance tools
- 3 years history plus current year (Free archive retrieval for cold cases)
- Report It citizen property inventory system
- NCIC automated stolen property reports
- Nationwide search access to transaction Data from Secondhand Dealers
- Hit alerts to mobile phones
- BOLO (continuous, saved) searches (60)
- eBay First Responder Service
- POI Inter-agency communication system (1,000 entries)

AGENCY AGREEMENT – Attachment 'B'

PRICING

First twelve (12) month period:

TOTAL TRACK SERVICE PACKAGE: \$3,688

OTHER TERMS

Payment is due upon execution of this Agreement.

Pricing for the first renewal term will be the same as pricing for the first 12 month period.