

AGENDA ITEM 29

Consider approving contract with l.e.a.d.s.online database for Sheriffs Department.

Jane Tableriou addressed the Court.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Curlee**

Motion: To approve contract with l.e.a.d.s.online database for Sheriffs Department.

Vote: **3 – 0**

< Attachment >



MIKE LUMMUS
Chief Deputy

JIM WILSON
WILLIAMSON COUNTY SHERIFF

508 South Rock Street
Georgetown, Texas 78626
Phone (512) 943-1300 * Fax (512) 943-1393

FRED THOMAS
Asst Chief Deputy - Law Enforcement
JAMES W. HARRELL
Asst Chief Deputy - Corrections

April 13, 2004

Honorable John Doerfler
County Judge
Williamson County, Texas

Judge Doerfler,

The Criminal Investigation Division of the Williamson County Sheriff's Office is interested in contracting with "leadsonline", a law enforcement automated database search system capable of tracing stolen/pawned property nationwide.

This service can be utilized by all sections of the Criminal Investigation Division (Narcotics, Persons Crimes and Property Crimes). During the one-month trial period we had two "hits" in which stolen property from Williamson County was located in another county in Texas.

It is respectfully requested that this proposed contract be placed on the agenda for the next County Commissioner's Court meeting. The cost for the remainder of the fiscal year (May - September) will be \$2,875.00.

Thank you for your consideration in this matter.

Respectfully submitted,

Robert H. McCarty, Jr.
Sergeant, Property Crimes Section
Criminal Investigation Division
Williamson County Sheriff's Office

approved by Commissioner David Hays,
presiding



Williamson County Sheriffs Office
Attn: Sgt. Bo McCarty
508 South Rock Street
Georgetown, TX 78626

Please call (972) 361-0900 or email accounting@leadsonline.com should you have any questions about this invoice.



AGENCY AGREEMENT

This l.e.a.d.s.online, Inc. AGENCY AGREEMENT ("Agreement"), dated, **May 1, 2004**, is made between **Williamson County Sheriff's Office** ("Principal") and **l.e.a.d.s.online, Inc.** ("Provider").

Scope of Agreement

Provider operates and maintains at its web site a confidential database accessible electronically exclusively by Law Enforcement Agencies for the sole purpose of identifying stolen merchandise and persons suspected of property crimes.

Principal desires to utilize the electronic database at Provider's web site.

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 Principal.
- 1.2 "Data"** includes the ticket number, item number, make, model, property description and serial number of merchandise sold to a Participant or used as loan collateral by a Participant, as well as the name and address of any customer(s) involved in the aforementioned transactions as required by law in Participant's jurisdiction.
- 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, as contemplated by the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. § 6801, et seq., and 15 U.S.C. § 6821, et seq.) (the "GLBA"). **"Law Enforcement Agencies"** means two or more of such agencies.
- 1.4 "On Hold Status"** means, with respect to property purchased by a Participant or used by a Participant as loan collateral, that such property may not be sold, returned to the seller or borrower or otherwise disposed of by the Participant until released to the Participant.
- 1.5 "Participant"** means any person or entity that purchases pre-owned personal property and/or uses personal property as loan collateral and furnishes Data relative thereto to Provider for inclusion at Provider's web site.

II.**Appointment**

- 2.1** Subject to the terms of this Agreement, Principal hereby appoints Provider as its agent, as such term is utilized in the GLBA, for the sole purpose of collecting, maintaining and disseminating Data from Participants. This agency appointment is effective as of the registration date of Principal's initial user.

III.**Agreements and Responsibilities of Principal**

- 3.1** Principal agrees that Principal's use of the Data displayed at Provider's web site will be for the sole purpose of identifying stolen merchandise and/or persons suspected of property crimes.
- 3.2** Principal agrees not to divulge Data or information obtained through Principal's access to Provider's web site to anyone other than Authorized Officials and persons entitled to receive the Data or information pursuant to statute, rule or regulation, including specifically the GLBA.
- 3.3** Principal agrees that passwords provided by Provider to Principal enabling Principal to utilize Provider's web site will be made known only to Authorized Officials of Principal and that only those Authorized Officials will be permitted to use the passwords or otherwise access the electronic database at Provider's web site. Principal's failure to strictly adhere to the terms of this Paragraph will result in the immediate termination of Principal's access to Provider's website.
- 3.4** Principal agrees not to use the Data or information displayed at Provider's web site for any unlawful purpose, or in any manner, which may create liability for Provider or Participants. Principal agrees its use of the Data or information contained at Provider's web site will not be other than as permitted by law or the rights duly granted to Principal in carrying out Principal's official duties.
- 3.5** Principal may place property displayed at Provider's web site into On Hold Status only upon the following conditions:
- a. Principal must suspect said property of being involved in a crime involving property.
 - b. Said property must be located in a Participant's store within Principal's legal jurisdiction. When property is located outside of Principal's jurisdiction, Principal must request an appropriate Law Enforcement Agency for that particular jurisdiction, who has also appointed Provider as its agent, to place the property into On Hold Status in Provider's database.
 - c. Principal must use the On Hold Status form found at Provider's web site to immediately notify a Participant within Principal's jurisdiction when property in the possession of the Participant is placed in On Hold Status. Principal must entirely complete the On Hold Status form including, but not limited to, providing a specific case number, the name of Principal and the Authorized Official completing the form.
 - d. Unless otherwise provided by State or Local Law, property may be placed into On Hold Status for a maximum of 60 days, or less if a final disposition of the case (favorable to the involved Participant) has been made, after which the property will be automatically released to the Participant. Property may remain in On Hold Status for an additional 30 days if there has not been a final disposition of Principal's case within the initial 60-day period and if Principal notifies Participant of the extension within the initial 60-day period. After the expiration of the 30-day

extension period, the property will be automatically released to the Participant unless final disposition of the Principal's case within the 30-day extension period requires the Participant to turn over the property to Principal.

- 3.6** Principal agrees to submit accurate information, including but not limited to valid Principal case numbers for specific items and/or suspects as well as the identity of the Authorized Official, in conducting any search or use of Provider's web site.
- 3.7** Principal agrees it has no ownership rights to any password or user name that may be utilized by Principal pursuant to this Agreement. For security purposes, Principal agrees to change its password(s) every 90 days.
- 3.8** Principal is responsible for insuring that Principal's hardware can connect to Provider's file transfer protocol (FTP) and sequel (SQL) servers via the Internet. Provider is not responsible for connectivity problems due to Principal's security measures ("firewalls"). Should on-site technical service for connectivity problems be required, it will be provided by Provider subject to payment by Principal at the rate of ninety-five and 00/100 (\$95.00) per hour, plus agreed upon travel, lodging and miscellaneous expenses.

IV.

Agreements and Responsibilities of Provider

- 4.1** Provider agrees to operate and maintain an electronic database at its web site for the purpose of receiving and disseminating Data from Participants for the sole use of Law Enforcement Agencies.
- 4.2** Provider agrees to provide database features in accordance with Attachment "A" attached to this Agreement.
- 4.3** Provider agrees to implement commercially reasonable efforts to maintain Principal's access to Provider's web site through Provider's server. However, from time to time, maintenance will be required to be performed, as well as developments and modifications to Provider's web site and on Provider's server, but in no event shall Provider's own activities result in Principal's inability to access Provider's web site for more than 7 consecutive days. Principal acknowledges that Provider has no responsibility for the service or operation of the Internet, and that Provider 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** Provider agrees to facilitate Principal's access to the Data by passwords and user names selected by Principal (within reasonable parameters established by Provider), allowing Principal to search and retrieve Data for the sole purpose of identifying stolen merchandise and persons suspected of crimes involving property.
- 4.5** Provider agrees to provide Principal's designated Department Head with a monthly report detailing the usage of Provider's web site by Principal's Authorized Officials, , which includes the number of searches by each Authorized Official, property searched, names of suspects searched, along with Principal's case numbers associated with those searches.

V.**Conditions for Principal's Access and Use of Provider's Web Site**

- 5.1** By entering into this Agreement, Principal represents it is a Law Enforcement Agency as that term is defined in Section I. Principal's appointment of Provider as agent is made in order to obtain information of a financial institution in connection with the performance of the official duties of Principal, as is contemplated by the GLBA.
- 5.2** Principal may search Provider's electronic database using a variety of searches, including by type, make, model and serial number of the merchandise, as well as a date search. Principal may also conduct a search by suspect name or suspect identification. In order to establish reasonable suspicion / probable cause, all of the aforementioned searches must be accompanied by a valid number, which specifically associates a particular suspect or an item of property with a particular case.
- 5.3** Provider may modify or upgrade any aspect(s) of Provider's web site at any time without notice to Principal.
- 5.4** All Data is provided solely by Participants using Participant's proprietary operational software. Therefore, Provider cannot and does not represent or endorse the accuracy or reliability of the Data displayed through Provider's web site, nor the functionality of Participant's operational software. Principal acknowledges that any reliance by Principal or any Law Enforcement Agency upon any Data or other information displayed or distributed through Provider's web site shall be at Principal's sole risk. Upon notice by Participants or Law Enforcement Agencies, Provider reserves the right, in its sole discretion, to correct any errors or omissions in the Data contained in any portion of Provider's web site.
- 5.5** All Data is provided solely by Participants in good faith to support all lawful investigative efforts by Principal and other participating agencies. Participant is not required to incur any costs, other than Internet service costs, in preparing, converting, or delivering its reportable data to l.e.a.d.s.online or for Principal's access to the l.e.a.d.s.online database.
- 5.6** Provider 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 Provider's sole discretion is deemed to be in violation of local, state and/or federal law.

VI.**Term**

- 6.1** The initial term of the contract will be twelve (12) months: *5-1-04 THRU 9-30-04 B.S.*
- 6.2** This Agreement will become effective as of the date first set forth above and remain in effect for one year or until cancellation or termination by Provider or Principal as described below.
- 6.3** This Agreement will be automatically renewed for successive additional one-year terms unless Principal provides Provider written notice of cancellation at least (30) days prior to the expiration of the initial term or any renewal term thereafter. In the event of renewal, Principal agrees to pay Provider an annual maintenance and support fee for the renewal period within 30 days of invoice. Provider reserves the right to increase the annual maintenance and support fee for the current number of registered users by no more than 20% upon each annual renewal.

- 6.4** Provider may terminate this Agreement for convenience by providing (30) days written notice. In the event of termination, Provider must remit to Principal on a pro-rated basis that portion of the annual maintenance and support fee paid by Principal from the date Provider terminates this Agreement for convenience until the end of the applicable one-year term. Principal may terminate this Agreement for convenience by providing (30) days written notice, provided such termination shall not relieve Principal of its payment obligations to Provider hereunder or entitle Principal to any refund of a prepaid annual maintenance and support fee.
- 6.5** Provider may immediately and without notice, terminate this Agreement for cause, at Provider's sole option, if Principal: (a) fails to pay any annual maintenance and support fee owed to Provider under this Agreement; (b) fails to perform in accordance with its responsibilities contained in Section III of this Agreement; (c) fails to perform any other obligation required of Principal under this Agreement; or (d) violates any laws, rules or regulations. If termination occurs, Provider shall be entitled to receive from Principal all amounts and charges owed under this Agreement, in addition to all other legal and equitable remedies then and there available under Texas law.
- 6.6** Provider may deliver special services from time to time as requested by Principal at the following rates, plus agreed upon travel, lodging, and miscellaneous expenses: On site training and user support \$1,500 plus materials (\$20 per participant); custom software development \$95/hour; custom data management \$95/hour; custom retroactive searches \$95/hour; legacy law enforcement system database conversion priced on an individual case basis.
- 6.7** Principal may immediately and without notice, terminate this Agreement, at Principal's sole option, if Provider: (a) fails to perform in accordance with its responsibilities to Principal contained in Section IV of this Agreement; (b) fails to perform any other obligation required of Provider under this Agreement; or (c) violates any laws, rules or regulations. If termination occurs, as Principal's sole and exclusive remedy, Provider shall remit to Principal on a pro-rated basis that portion of the annual subscription fee paid by Principal from the date Provider commits any breach described above until the end of the applicable one year term.

VII.

Disclaimer of Warranties and Limitation of Liability

- 7.1 PROVIDER 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 PROVIDER'S WEB SITE AND PROVIDER'S SERVICES TO BE ACCESSED, USED OR DELIVERED PURSUANT TO THIS AGREEMENT. PROVIDER'S WEB SITE, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH PROVIDER'S WEB SITE IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. PROVIDER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN PROVIDER'S WEB SITE OR ANY DATA, MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PROVIDER'S WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PROVIDER SHALL NOT BE LIABLE IN ANY MANNER OR IN ANY RESPECT FOR THE USE OF PROVIDER'S WEB SITE BY PRINCIPAL, INCLUDING, WITHOUT**

LIMITATION, FOR THE ABSENCE OR PRESENCE OF DATA OR CONTENT OR ANY ERRORS CONTAINED THEREIN.

VIII.
Indemnification

- 8.1** Provider shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of Principal's employees arising out of or related to Principal's use of Provider's web site. Principal shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of Provider's employees arising out of or related to operation or use of Provider's website. If both Provider and Principal are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of the employees of Provider and Principal under this Agreement, Provider and Principal 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.

IX.
Copyright

- 9.1** Provider's web site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws. The contents of Provider's web site are only for the purpose described herein. All materials contained on Provider's web site are protected by copyright, and are owned or controlled by Provider or the party credited as the provider of the content. Principal will abide by any additional copyright notices, information, or restrictions contained in any content on Provider's web site.

X.
Miscellaneous

- 10.1** Provider may assign or delegate all or part of Provider's rights or duties under this Agreement without notice to Principal, but Principal may not make any assignment of this Agreement without Provider's 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 Provider deems the unenforceable provision to be essential to this Agreement, in which case Provider may terminate this Agreement, effective immediately upon notice to Principal.
- 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 Texas, without 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 Texas.
- 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.

Provider

l.e.a.d.s.online, Inc.

By: _____

Title: _____

**Address: 16990 N. Dallas Pkwy., Suite 230
Dallas, Texas 75248**

Federal Tax I.D. # 75-2903686

Principal

Williamson County Sheriff's Office

By: _____

Title: _____

Address: 508 S. Rock St.

Georgetown, TX 78626

Federal Tax I.D. # _____

AGENCY AGREEMENT – Attachment 'A'

TotalTrack Service Package Includes:

➤ **Global Search Capability**

Transaction records from all data providers (US and otherwise) are available for search.

➤ **3 Years of Searchable Data**

Transaction records received by l.e.a.d.s.online during the preceding 36 months are available for search.

➤ **NCIC Extract**

NCIC Extract feature prepares an electronic file of pawn and secondhand transaction data within Principal's jurisdiction to be sent at Principal's discretion to the national NCIC (National Crime Information Center) database.

➤ **100 Saved Searches**

Saved Searches feature runs searches on a daily basis until item or suspect is located in a transaction.

➤ **20 ID's for Authorized Officials**

Principal will provide Provider with a list of Authorized Officials. Upon registration by Authorized Officials and verification by Provider, access to the electronic database will be granted.

➤ **Ticket Assistant**

Ticket Assistant feature provides for manual entry of paper tickets from non-computerized pawn and secondhand stores into the l.e.a.d.s.online database.



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IV.

Agreements and Responsibilities of Provider

- 4.1** Provider agrees to operate and maintain an electronic database at its web site for the purpose of receiving and disseminating Data from Participants for the sole use of Law Enforcement Agencies.
- 4.2** Provider agrees to provide database features in accordance with Attachment "A" attached to this Agreement.
- 4.3** Provider agrees to implement commercially reasonable efforts to maintain Principal's access to Provider's web site through Provider's server. However, from time to time, maintenance will be required to be performed, as well as developments and modifications to Provider's web site and on Provider's server, but in no event shall Provider's own activities result in Principal's inability to access Provider's web site for more than 7 consecutive days. Principal acknowledges that Provider has no responsibility for the service or operation of the Internet, and that Provider 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.
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- 5.6** Provider 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 Provider's sole discretion is deemed to be in violation of local, state and/or federal law.

VI.**Term**

- 6.1** The initial term of the contract will be twelve (12) months. *51-04 THXV- 9-31-04*
- 6.2** This Agreement will become effective as of the date first set forth above and remain in effect for one year or until cancellation or termination by Provider or Principal as described below.
- 6.3** This Agreement will be automatically renewed for successive additional one-year terms unless Principal provides Provider written notice of cancellation at least (30) days prior to the expiration of the initial term or any renewal term thereafter. In the event of renewal, Principal agrees to pay Provider an annual maintenance and support fee for the renewal period within 30 days of invoice. Provider reserves the right to increase the annual maintenance and support fee for the current number of registered users by no more than 20% upon each annual renewal.

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- 6.5** Provider may immediately and without notice, terminate this Agreement for cause, at Provider's sole option, if Principal: (a) fails to pay any annual maintenance and support fee owed to Provider under this Agreement; (b) fails to perform in accordance with its responsibilities contained in Section III of this Agreement; (c) fails to perform any other obligation required of Principal under this Agreement; or (d) violates any laws, rules or regulations. If termination occurs, Provider shall be entitled to receive from Principal all amounts and charges owed under this Agreement, in addition to all other legal and equitable remedies then and there available under Texas law.
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VII.

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- 7.1 PROVIDER 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 PROVIDER'S WEB SITE AND PROVIDER'S SERVICES TO BE ACCESSED, USED OR DELIVERED PURSUANT TO THIS AGREEMENT. PROVIDER'S WEB SITE, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH PROVIDER'S WEB SITE IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. PROVIDER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN PROVIDER'S WEB SITE OR ANY DATA, MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PROVIDER'S WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PROVIDER SHALL NOT BE LIABLE IN ANY MANNER OR IN ANY RESPECT FOR THE USE OF PROVIDER'S WEB SITE BY PRINCIPAL, INCLUDING, WITHOUT**

LIMITATION, FOR THE ABSENCE OR PRESENCE OF DATA OR CONTENT OR ANY ERRORS CONTAINED THEREIN.

VIII.
Indemnification

- 8.1** Provider shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of Principal's employees arising out of or related to Principal's use of Provider's web site. Principal shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of Provider's employees arising out of or related to operation or use of Provider's website. If both Provider and Principal are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of the employees of Provider and Principal under this Agreement, Provider and Principal 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.

IX.
Copyright

- 9.1** Provider's web site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws. The contents of Provider's web site are only for the purpose described herein. All materials contained on Provider's web site are protected by copyright, and are owned or controlled by Provider or the party credited as the provider of the content. Principal will abide by any additional copyright notices, information, or restrictions contained in any content on Provider's web site.

X.
Miscellaneous

- 10.1** Provider may assign or delegate all or part of Provider's rights or duties under this Agreement without notice to Principal, but Principal may not make any assignment of this Agreement without Provider's 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 Provider deems the unenforceable provision to be essential to this Agreement, in which case Provider may terminate this Agreement, effective immediately upon notice to Principal.
- 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 Texas, without 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 Texas.
- 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.

Provider**I.e.a.d.s.online, Inc.****By:** _____**Title:** _____**Address: 16990 N. Dallas Pkwy., Suite 230****Dallas, Texas 75248****Federal Tax I.D. # 75-2903686****Principal****Williamson County Sheriff's Office****By:** _____**Title:** _____**Address: 508 S. Rock St.****Georgetown, TX 78626**

AGENCY AGREEMENT – Attachment 'A'

TotalTrack Service Package Includes:

➤ **Global Search Capability**

Transaction records from all data providers (US and otherwise) are available for search.

➤ **3 Years of Searchable Data**

Transaction records received by l.e.a.d.s.online during the preceding 36 months are available for search.

➤ **NCIC Extract**

NCIC Extract feature prepares an electronic file of pawn and secondhand transaction data within Principal's jurisdiction to be sent at Principal's discretion to the national NCIC (National Crime Information Center) database.

➤ **100 Saved Searches**

Saved Searches feature runs searches on a daily basis until item or suspect is located in a transaction.

➤ **20 ID's for Authorized Officials**

Principal will provide Provider with a list of Authorized Officials. Upon registration by Authorized Officials and verification by Provider, access to the electronic database will be granted.

➤ **Ticket Assistant**

Ticket Assistant feature provides for manual entry of paper tickets from non-computerized pawn and secondhand stores into the l.e.a.d.s.online database.

AGENDA ITEM 30

Consider approving Interlocal Agreement with the City of Hutto for cleaning and repair of a drainage easement.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Curlee**

Motion: To approve Interlocal Agreement with the City of Hutto for cleaning and repair of a drainage easement.

Vote: **3 – 0**

< Attachment >