



**FIFTH AMENDMENT TO AGENCY AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
LEADSONLINE PARENT, LLC. D/B/A LEADSONLINE, LLC.**

THIS AMENDMENT (“Fifth Amendment”), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "Agency",

and

LEADSONLINE PARENT, LLC. D/B/A LEADSONLINE, LLC. as listed with the Florida Division of Corporations, with a business address of **6900 Dallas Pkwy, Suite 825, Plano, TX 75024**, hereinafter referred to as "Leads". “Agency” and “Leads” may hereinafter be referred to collectively as the "Parties" and individually as a “Party”.

WHEREAS, on **May 15, 2019**, the Parties entered into an Agreement (“Original Agreement”) to govern Agency’s access to Leads’ electronic reporting and criminal investigation system (“Leads System”) for an initial **one (1) year** period, which expired on **May 14, 2020**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for additional **one (1) year** terms evidenced by Leads’ submission of a valid invoice for the renewal year, and Agency’s payment of such invoice; and,

WHEREAS, on **April 15, 2020**, the Parties authorized the renewal of the Original Agreement for an additional **one (1) year** period, which expired on **May 14, 2021**; and,

WHEREAS, on **February 24, 2021**, the Parties authorized the renewal of the Original Agreement for an additional **one (1) year** period, which expired on **May 14, 2022**; and,

WHEREAS, on **February 15, 2022**, the Parties executed the First Amendment to the Original Agreement to renew the term for an additional **one (1) year** period, which expired on **May 14, 2023**; and,

WHEREAS, on **May 4, 2023**, the Parties executed the Second Amendment to the Original Agreement, as amended, to include an additional subscription for CellHawk for an additional five thousand, four hundred eleven dollars and 00/100 cents (\$5,411.00), and to renew the term for an additional **one (1) year** period, which expired on **May 14, 2024**; and,

WHEREAS, on **April 23, 2024**, the Parties executed the Third Amendment to the Original Agreement, as amended, to increase the total annual amount from twenty-one thousand, eight hundred forty-nine dollars and 00/100 cents (\$21,849.00) to twenty-two thousand, seven hundred



thirty-four dollars and 00/100 cents (\$22,734.00), and to renew the term for an additional **one (1) year** period, which expires on **May 14, 2025**; and,

WHEREAS, on **August 27, 2024**, the Parties entered into the Fourth Amendment to the Original Agreement, as amended, to upgrade LeadsOnline PowerPlus to LeadsOnline Real Time Crime (RTC) System, and to increase the annual amount to thirty-two thousand, seven hundred thirty-two dollars and 00/100 cents (\$32,732.00); and,

WHEREAS, the Parties desire to increase the annual compensation amount to thirty-three thousand, seven hundred fourteen dollars and 00/100 cents (\$33,714.00), and to renew the term of the Original Agreement, as amended, for an additional **one (1) year** period, which shall commence on **May 15, 2025**, and expire on **May 14, 2026**, as set forth in this Fifth Amendment.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby renewed for an additional **one (1) year** period, which shall commence on **May 15, 2025**, and expire on **May 14, 2026**.

SECTION 3. Agency agrees to compensate Leads for the services referenced in Quote #SQ-02604, attached hereto and by this reference made a part hereof, the total amount of **THIRTY-THREE THOUSAND, SEVEN HUNDRED FOURTEEN DOLLARS AND 00/100 CENTS (\$33,714.00)** for the subscriptions as set forth below:

Subscription	Subscription Term	Amount
Real Time Crime Investigation System	05/15/2025-05/14/2026	\$28,415.00
CellHawk Subscription – Tier 3 – Unlimited Storage	05/15/2025-05/14/2026	\$5,299.00
TOTAL		\$33,714.00

SECTION 4. Scrutinized Companies. Leads, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:



4.1. Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

4.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. Leads certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 **Definitions for this Section.**

5.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the



contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 6. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Fifth Amendment, the Leads represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 7. Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Fifth Amendment and submitting the executed required affidavit, the Leads represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 8. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Fifth Amendment, Leads certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Fifth Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original



Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 9. Compliance with Foreign Entity Laws. Leads (“Entity”) hereby attests under penalty of perjury the following:

- 9.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 9.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 9.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 9.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- 9.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 9.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 10. In the event of any conflict or ambiguity by and between the terms and provisions of this Fifth Amendment and the Original Agreement, as amended, the terms and provisions of this Fifth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 11. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 12. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Fifth Amendment. The exhibits, if not physically attached, should be treated as part of this Fifth Amendment, and are incorporated herein by reference.

SECTION 13. Each person signing this Fifth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fifth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Fifth Amendment.

SECTION 14. This Fifth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together



shall constitute one and the same agreement. Execution and delivery of this Fifth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE AND AFFIDAVIT FOLLOWS



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

BY: _____

Print Name: _____

MAYOR ANGELO CASTILLO

OFFICE OF THE CITY ATTORNEY

ATTEST:

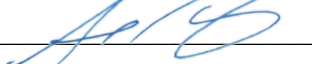
BY: _____

CHARLES F. DODGE, CITY MANAGER

DEBRA E. ROGERS, CITY CLERK

LEADS:

**LEADSONLINE PARENT, LLC. D/B/A
LEADOSONLINE, LLC.**

Signed By: 

Printed Name: Alexander Finley

Title: CEO



AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

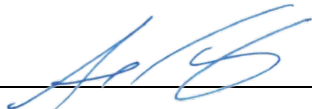
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: 19 March 2025

ENTITY: LeadsOnline Parent, LLC. d/b/a LeadsOnline, LLC.

SIGNED BY: 

NAME: Alexander Finley

TITLE: CEO

Customer:

Pembroke Pines Police Department
 9500 Pines Blvd
 Pembroke Pines, FL 33024

Unit:

Pembroke Pines FL PD

Quote#: SQ-02604
Quote Date: 03/18/2025
Agency ID: 8198
Terms: Quote Only

PO Number:

Qty	Scope of Services	Rate	Start Date	End Date	Amount
1	Real Time Crime Investigation System	\$28,415.00	05/15/2025	05/14/2026	\$28,415.00
1	CellHawk Subscription - Tier 3 - Unlimited Storage	\$5,299.00	05/15/2025	05/14/2026	\$5,299.00

Payment is due within 30 days of renewal. Please notate your **Agency ID 8198** and **Invoice# SQ-02604** on your payment.

Questions? Contact us at (800) 311-2656 or support@leadsonline.com

Please email Purchase Orders to accounting@leadsonline.com

Total: \$33,714.00

REMIT BY CHECK:

LeadsOnline Parent, LLC
 dba LeadsOnline LLC
 6900 Dallas Pkwy Ste 825
 Plano, TX 75024-4200

REMIT BY EFT/ACH:

JPMorgan Chase Bank
 Type: Checking
 Routing No: 111000614
 Account No: 865536111

IMPORTANT LINKS:

Download our W-9: www.leadsonline.com/w9
 Federal Unique Entity ID: **K4D3PL65RSJ8**

LeadsOnline Terms & Conditions:

This order is subject to and governed by the terms and conditions located here ([LeadsOnline](#)) ([CellHawk](#)) ([NightHawk](#)) unless LeadsOnline and the Customer above have otherwise executed a written agreement for the Service, in which case that agreement governs this order. If, for any reason, you are unable to view the terms at the website given above, please contact your LeadsOnline representative. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes. Any terms within any purchase order provided to LeadsOnline in response to a quote, order form, invoice or otherwise will not modify or enlarge the obligations or liabilities of either party.



City of Pembroke Pines

**FOURTH AMENDMENT TO AGENCY AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
LEADSONLINE, LLC**

THIS AMENDMENT (“Fourth Amendment”), dated August 27, 2024, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "Agency",

and

LEADSONLINE PARENT, LLC D/B/A LEADSONLINE, LLC as listed with the Florida Division of Corporations, and with a business address of **6900 Dallas Pkwy, Suite 825, Plano, TX 75024**, hereinafter referred to as "Leads". “Agency” and “Leads” may hereinafter be referred to collectively as the "Parties" and individually as a “Party”.

WHEREAS, on **May 15, 2019**, the Parties entered into an Agreement (“Original Agreement”) to govern Agency’s access to Leads’ electronic reporting and criminal investigation system (“Leads System”) for an initial **one (1) year period**, which expired on **May 14, 2020**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for additional **one (1) year** terms evidenced by Leads’ submission of a valid invoice for the renewal year, and Agency’s payment of such invoice; and,

WHEREAS, on **April 15, 2020**, the Parties authorized the renewal of the Original Agreement for an additional **one (1) year** period, which expired on **May 14, 2021**; and,

WHEREAS, on **February 24, 2021**, the Parties authorized the renewal of the Original Agreement for an additional **one (1) year** period, which expired on **May 14, 2022**; and,

WHEREAS, on **February 15, 2022**, the Parties executed the First Amendment to the Original Agreement to renew the term for an additional **one (1) year** period, which expired on **May 14, 2023**; and,

WHEREAS, on **May 4, 2023**, the Parties executed the Second Amendment to the Original Agreement, as amended, to include an additional subscription for CellHawk for an additional five thousand, four hundred eleven dollars and 00/100 cents (\$5,411.00), and to renew the term for an additional **one (1) year** period, which shall naturally expire on **May 14, 2024**; and,

WHEREAS, on **April 23, 2024**, the Parties executed the Third Amendment to the Original Agreement, as amended, to increase the total annual amount from twenty-one thousand, eight



hundred forty-nine dollars and 00/100 cents (\$21,849.00) to twenty-two thousand, seven hundred thirty-four dollars and 00/100 cents (\$22,734.00), and to renew the term for an additional **one (1) year** period, which expires on **May 14, 2025**; and,

WHEREAS, the Parties desire to upgrade LeadsOnline PowerPlus to LeadsOnline Real Time Crime (RTC) System, as more particularly described in Amended Attachment “A”, attached hereto and by this reference made a part hereof, and to increase the annual amount to thirty-two thousand, seven hundred thirty-two dollars and 00/100 cents (\$32,732.00), as more particularly described in Quote #Q-8198-2, attached hereto and by this reference made a part hereof, and as set forth in this Fourth Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Attachment “A” attached to the Original Agreement, as amended, is hereby revised and amended with Amended Attachment “A”, which is attached to this Fourth Amendment and incorporated herein by reference. This revision includes the addition of the RTC System to the CITY’s Leads Online PowerPlus Investigation System.

SECTION 3. Agency agrees to compensate Leads for the services referenced in Quote #Q-8198-2, attached hereto and by this reference made a part hereof, the total amount of **THIRTY-TWO THOUSAND, SEVEN HUNDRED THIRTY-TWO DOLLARS AND 00/100 CENTS (\$32,732.00)** for the subscriptions as set forth below:

Subscription	Subscription Term	Amount
LeadsOnline PowerPlus w/RTC Investigation System Service Package	05/15/2024-05/14/2025	\$27,587.00
CellHawk	05/15/2024-05/14/2025	\$5,145.00
TOTAL		\$32,732.00

SECTION 4. Scrutinized Companies. Leads, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1. Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott



City of Pembroke Pines

Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

4.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. Leads certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 Definitions for this Section.

5.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla.



Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Fourth Amendment and the Original Agreement, as amended, the terms and provisions of this Fourth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Fourth Amendment. The exhibits, if not physically attached, should be treated as part of this Fourth Amendment, and are incorporated herein by reference.

SECTION 9. Each person signing this Fourth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fourth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Fourth Amendment.

SECTION 10. This Fourth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Fourth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

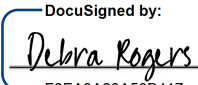
CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:



Print Name: Jacob Herzog
OFFICE OF THE CITY ATTORNEY

DocuSigned by:
BY: 
_____ E2D2D4AA8795454...
MAYOR ANGELO CASTILLO

ATTEST:
DocuSigned by:

_____ F8EA9A23A58B417...
MARLENE D. GRAHAM, CITY CLERK
Debra E. Rogers

DocuSigned by:
BY: 
_____ 47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

August 27, 2024
Signed by:

CONTRACTOR:

LEADSONLINE PARENT, LLC. D/B/A
LEADSONLINE, LLC.

Signed By: 

Printed Name: Alexander Finley

Title: CEO





Real Time Crime • CellHawk • Toolbox

QUOTE

6900 Dallas Parkway, Suite 825
Plano, Texas 75024-4200

CUSTOMER:

Pembroke Pines Police Department
9500 Pines Blvd
Pembroke Pines, FL 33024

Date: 4/2/2024
Quote#: Q-8198-2
Terms: Quote Only
Agency ID: 8198

Service Dates:
5/15/2024 – 5/14/2025

DESCRIPTION	TOTAL
LeadsOnline PowerPlus w/ RTC Investigation System Service Package	\$27,587
CellHawk Tier 3 Subscription	\$ 5,145
<p>Thank you for your interest in LeadsOnline! Please contact your LeadsOnline representative to move forward with this quote.</p> <p>We accept Checks and EFT/ACH Payments</p>	Total: \$32,732

LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes. Any terms within any purchase order provided to LeadsOnline in response to a quote, order form, invoice or otherwise will not modify or enlarge the obligations or liabilities of either party. If Customer cannot agree to receive Services without material changes to these terms, please contact your LeadsOnline representative for a revised quote or invoice.

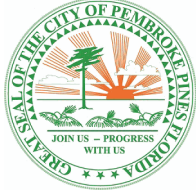
Update Your Billing Contact Information:

www.leadsonline.com/update

Download our W-9:

www.leadsonline.com/w9

Please call (800) 311-2656 or email accounting@leadsonline.com should you have any questions about this quote.



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 15.

File ID: 24-0763

Type: Agreements/Contracts

Status: Passed

Version: 1

Agenda Section:

In Control: City Commission

File Created: 08/08/2024

Short Title: Motion to Approve the Fourth Amendment to the LeadsOnline, LLC Agency Agreement

Final Action: 08/21/2024

Title: MOTION TO APPROVE THE FOURTH AMENDMENT OF THE AGENCY AGREEMENT WITH LEADSONLINE PARENT, LLC DBA LEADSONLINE, LLC TO UPGRADE THE SUBSCRIPTION FROM LEADSONLINE POWERPLUS TO LEADSONLINE REAL TIME CRIME (RTC) INVESTIGATION SYSTEM, AND TO INCREASE THE ANNUAL AMOUNT NOT TO EXCEED TO \$32,732, PURSUANT TO SECTION 35.28(B) OF THE CITY'S CODE OF ORDINANCES.

***Agenda Date:** 08/21/2024

Agenda Number: 15.

Internal Notes:

Attachments: 1. LeadsOnline, LLC Quote, 2. Fourth Amendment to LeadsOnline, LLC - Agency Agreement (Vendor Executed), 3. LeadsOnline, LLC - (ABD)

Related Files:

1	City Commission	08/21/2024	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez				
Nay: - 0				

MOTION TO APPROVE THE FOURTH AMENDMENT OF THE AGENCY AGREEMENT WITH LEADSONLINE PARENT, LLC DBA LEADSONLINE, LLC TO UPGRADE THE SUBSCRIPTION FROM LEADSONLINE POWERPLUS TO LEADSONLINE REAL TIME CRIME (RTC) INVESTIGATION SYSTEM, AND TO INCREASE THE ANNUAL AMOUNT NOT TO EXCEED TO \$32,732, PURSUANT TO SECTION 35.28(B) OF THE CITY'S CODE OF ORDINANCES.

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinance is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"

- Section 35.18 (C)(7)(i) states "Software licensing and maintenance with the company from which the software was purchased, or its authorized representative"

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

- Section 35.15 defines CHANGE ORDER. "Changes, due to unanticipated conditions or developments, made to an executory contract, which do not substantially alter the character of the work contracted for, and which do not vary so substantially from the original specifications as to constitute a new undertaking. The changes must reasonably and conscientiously be viewed as being in fulfillment of the original scope of the contract rather than as departing therefrom. Further, the changes, when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract."

- Section 35.28 of the City's Code of Ordinances is titled "CHANGE ORDERS."

- Section 35.28(B) states that "Notwithstanding the provisions of (A) above, the City Manager is not authorized to approve a change order without authorization of the City Commission where the initial purchase required the City Commission's approval and where the sum of all change orders issued under the contract exceeds 5% of the original contract amount or \$25,000."

SUMMARY EXPLANATION AND BACKGROUND:

1. On May 15, 2019, the City entered into an Agency Agreement with LeadsOnline Parent, LLC DBA LeadsOnline, LLC for an initial one (1) year period to acquire LeadsOnline PowerPlus, an electronic reporting and criminal investigation system for receiving data for the use of Law Enforcement officials.

2. LeadsOnline PowerPlus provides a quick and comprehensive way for detectives to run case information against data that can't be found anywhere else. It provides detectives the ability to

Agenda Request Form Continued (24-0763)

instantly search across 1.7 billion transactions from reporting businesses in all 50 states to identify people, property, and patterns and greatly assist in investigations. This application is used by more than 5,500 agencies, more than 70,000 investigators, and more than 22,000 businesses. Leads Online offers detectives valuable information obtained from pawn shops that greatly assist their investigations, whether it be locating a suspect or reuniting a victim with their stolen property.

3. The Original Agreement allows for the option to renew for additional one (1) year periods evidenced by the vendor's submission of a valid invoice for the subsequent renewal year and the City's payment of such invoice.

4. On April 15, 2020, the Parties authorized the renewal of the Original Agreement for an additional one (1) year period evidenced by the aforementioned renewal terms which expired on May 14, 2021.

5. On February 24, 2021, the Parties authorized the renewal of an additional one (1) period which expired on May 14, 2022.

6. On February 15, 2022, the Parties executed the First Amendment to the Original Agreement to supplement the terms contained therein and to renew for an additional one (1) year period which expired on May 14, 2023.

7. On May 4, 2023, the Parties executed the Second Amendment to the Original Agreement to include the CellHawk CDR Mapping and Analysis System Service for an additional \$5,411, and to renew the term for an additional one (1) year period which expired on May 14, 2024.

8. CellHawk CDR Mapping and Analysis System Service is a web-based application that allows detectives to map, connect, and analyze call detail records and digital location evidence. CellHawk extracts critical information from location and communications records, creates simple and accurate visuals of the data, protects and maintains the integrity of the evidence, and removes labor intensive aspects of analyzing digital evidence. In addition, CellHawk increased the City's capacity for storage within the Leads System.

9. On April 23, 2024, the Parties executed the Third Amendment to the Original Agreement to increase the total annual amount from \$21,849 to \$22,734, and to renew the term for an additional one (1) year period which will expire on May 14, 2025.

10. The Police Department is requesting to upgrade their LeadsOnline PowerPlus subscription service to the LeadsOnline Real Time Crime (RTC) Investigation System. The RTC feature has the capability of taking automated feed of cases from the Police Departments report writing system and automatically search relevant case information against LeadsOnline's nationwide data. The RTC feature sorts the data with the highest level of solvability and automatically notifies the investigators when leads are discovered. The system runs 24/7 and updates case information daily. This additional feature offers the ability to locate a lead on a suspect before the detective even opens the case.

Agenda Request Form Continued (24-0763)

11. The upgrade to the RTC Investigation System will increase the cost of the contract value by \$9,998, for a total annual amount not to exceed \$32,732 for the period through May 14, 2025.

12. Request the City Commission to approve the Fourth Amendment of the Agency Agreement with LeadsOnline Parent, LLC DBA LeadsOnline, LLC to upgrade the subscription from the LeadsOnline PowerPlus to the LeadsOnline Real Time Crime (RTC) Investigation System, and to increase the annual amount not to exceed \$32,732, pursuant to Section 35.28(B) of the City's Code of Ordinances.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** The Fourth Amendment would increase the total contract value from \$22,734 to \$32,732.
- b) **Amount budgeted for this item in Account No:** Funds are available in Account # 001-521-3001-534990-0000-000-0000 (Other Svc)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2024

10/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME: PHONE (A/C. No. Ext): _____ FAX (A/C. No): _____ E-MAIL ADDRESS: _____														
INSURED 1531533 LeadsOnline Parent LLC dba LeadsOnline LLC 6900 Dallas Parkway, Ste 825 Plano TX 75024	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER B : Trumbull Insurance Company</td> <td style="text-align: center;">27120</td> </tr> <tr> <td>INSURER C : Hartford Casualty Insurance Company</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER D : --- SEE ATTACHMENT ---</td> <td></td> </tr> <tr> <td>INSURER E : Indian Harbor Insurance Company</td> <td style="text-align: center;">36940</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Trumbull Insurance Company	27120	INSURER C : Hartford Casualty Insurance Company	29424	INSURER D : --- SEE ATTACHMENT ---		INSURER E : Indian Harbor Insurance Company	36940	INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** 19993231 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	42UUNAZ7TFV	9/1/2023	9/1/2024	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 \$ _____
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	42UENAF7890	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	42XHUAZ7W5X	9/1/2023	9/1/2024	EACH OCCURRENCE \$ \$5,000,000 AGGREGATE \$ \$5,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	42WE AZ7TFA	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
E	Professional Liability/Cyber/Media	N	N	MTP9046727 00	9/1/2023	9/1/2024	Each Occurrence \$5,000,000 Aggregate \$5,000,000 Retention \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 Excess Follow-Form and Umbrella Liability Insurance policy, inpart, provides follow-form liability coverage.
 City of Pembroke Pines are included as Additional Insured with respects to the General Liability and Automobile Liability as required by written contract. General Liability is primary and non-contributory as required by written contract. Waiver of Subrogation applies in favor of the Additional Insured with respects to the General Liability and Automobile Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

19993231 City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



City of Pembroke Pines

**THIRD AMENDMENT TO AGENCY AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
LEADSONLINE, LLC**

THIS AMENDMENT ("Third Amendment"), dated April 23, 2024, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "Agency",

and

LEADSONLINE PARENT, LLC d/b/a LEADSONLINE, LLC as listed with the Florida Division of Corporations, and with a business address of **6900 Dallas Pkwy, Suite 825, Plano, TX 75024**, hereinafter referred to as "Leads". "Agency" and "Leads" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **May 15, 2019**, the Parties entered into the Agency Agreement ("Original Agreement") to govern Agency's access to Leads' electronic reporting and criminal investigation system ("Leads System") for an initial **one (1) year period**, which expired on **May 14, 2020**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for additional **one (1) year** terms evidenced by Leads' submission of a valid invoice for the renewal year, and Agency's payment of such invoice; and,

WHEREAS, on **April 15, 2020**, the Parties authorized the renewal of the Original Agreement to extend the term thereof for a one (1) year period which naturally expired on **May 14, 2021**; and,

WHEREAS, on **February 24, 2021** the Parties authorized the renewal of the Original Agreement to extend the term thereof for a one (1) year period which naturally expired on **May 14, 2022**; and,

WHEREAS, on **February 15, 2022**, the Parties executed the First Amendment to the Original Agreement to extend the term thereof for a one (1) year period which naturally expired on **May 14, 2023**; and,

WHEREAS, on **May 4, 2023**, the Parties executed the Second Amendment to the Original Agreement, as amended, to revise and supplement the terms contained therein and to extend the term thereof for a one (1) year period which shall naturally expire on **May 14, 2024**; and,

WHEREAS, the Parties desire to renew the term of the Original Agreement, as amended,



City of Pembroke Pines

for a **one (1) year period** commencing on **May 15, 2024** and expiring on **May 14, 2025** and to supplement the terms contained therein as set forth in this Third Amendment.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby renewed for a **one (1) year** period commencing on **May 15, 2024** and naturally expiring on **May 14, 2025**.

SECTION 3. Agency agrees to compensate Leads for the services referenced in Quote #SQ-01565, attached hereto and by this reference made a part hereof, the total amount of **TWENTY-TWO THOUSAND, SEVEN HUNDRED THIRTY-FOUR DOLLARS AND 00/100 CENTS (\$22,734.00)** FOR THE SUBSCRIPTIONS AS SET FORTH BELOW:

Subscription	Subscription Term	Amount
LeadsOnline PowerPlus	05/15/2024-05/14/2025	\$17,589.00
CellHawk	05/15/2024-05/14/2025	\$5,145.00
TOTAL		\$22,734.00

SECTION 4. Scrutinized Companies. Leads, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1. Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

4.2.2 Is engaged in business operations in Syria.



SECTION 5. Employment Eligibility. Leads certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 Definitions for this Section.

5.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be



City of Pembroke Pines

considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment and the Original Agreement, as amended, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Third Amendment. The exhibits, if not physically attached, should be treated as part of this Third Amendment and are incorporated herein by reference.

SECTION 9. Each person signing this Third Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Third Amendment.

SECTION 10. This Third Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Third Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke
Dinec

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

Agency:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Print Name: Jacob H. H.
OFFICE OF THE CITY ATTORNEY

DocuSigned by:
BY: Charles F. Dodge April 23, 2024
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

ATTEST:

DocuSigned by:
Marlene D. Graham
E858EEE04EEF4F3... April 23, 2024

MARLENE D. GRAHAM, CITY CLERK



Leads:

LEADSONLINE PARENT, LLC d/b/a
LEADSONLINE, LLC

Signed By:

Printed Name: Alexander Finley

Title: CEO



RENEWAL QUOTE

Real Time Crime • CellHawk • Toolbox

6900 Dallas Parkway, Suite 825
Plano, Texas 75024-4200

Pembroke Pines Police Department
9500 Pines Blvd
Pembroke Pines, FL 33024

Quote #: SQ-01565
Quote Date: 01/08/2024
Agency ID: 8198
Terms: Quote Only

Service Dates:		PO Number:	
05/15/2024 - 05/14/2025			
05/15/2024 - 05/14/2025			
Description		Total	
LeadsOnline PowerPlus Investigation System Service Package		\$17,589.00	
CellHawk Subscription - Tier 3 - Unlimited Storage		\$5,145.00	
<p>Payment is due within 30 days of renewal. Please remit payment to: LeadsOnline LLC 6900 Dallas Parkway, Suite 825, Plano, TX 75024 – 4200 Purchase Orders* should be emailed to accounting@leadsonline.com We accept Checks and EFT/ACH Payments</p>		<p>Total: \$22,734.00</p>	

Update Your Billing Contact Information:

www.leadsonline.com/update

Download our Updated W-9:

www.leadsonline.com/w9

For questions about your LeadsOnline Service, Subscription Package or Agency/User Accounts please call 972-361-0900 or email support@leadsonline.com

For questions about your Quote, Vendor Forms or General Billing Inquiries please email accounting@leadsonline.com

**LeadsOnline may include a purchase order number on Your invoice solely for Your internal payment and record keeping processes. Any terms within any purchase order provided to LeadsOnline in response to a quote, order form, invoice or otherwise will not modify or enlarge the obligations or liabilities of either party.*



Real Time Crime • CellHawk • Toolbox

6900 Dallas Parkway, Suite 825

Plano, TX 75024

leadsonline.com

Phone (972) 361-0900

Fax (972) 361-0901

Toll-Free (800) 311-2656

Visit our website to quickly submit your information online:

<https://www.leadsonline.com/update>

or

[CLICK HERE](#)

Billing and Information Security Contact Information Form

Thanks so much for using LeadsOnline. We want to make sure we have up to date contact information for your agency. When you click the above link, you will be prompted to enter the following contacts for your agency:

Billing Contact

The person(s) who the renewal invoice should be emailed to upon renewal.

Information Security Contact

We are required to have a point of contact for questions related to information security. This may also be referred to as "CJIS Compliance Officer" or "Local Agency Security Officer" or "LASO".

THANK YOU!

LeadsOnline Sales & Support
(800) 311-2656 or (972) 361-0900
support@leadsonline.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2024

10/30/2023

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INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 19993231 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	42UUNAZ7TFV	9/1/2023	9/1/2024	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 \$ _____
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	42UENAF7890	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	42XHUAZ7W5X	9/1/2023	9/1/2024	EACH OCCURRENCE \$ \$5,000,000 AGGREGATE \$ \$5,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	42WE AZ7TFA	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
E	Professional Liability/Cyber/Media	N	N	MTP9046727 00	9/1/2023	9/1/2024	Each Occurrence \$5,000,000 Aggregate \$5,000,000 Retention \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 Excess Follow-Form and Umbrella Liability Insurance policy, inpart, provides follow-form liability coverage.
 City of Pembroke Pines are included as Additional Insured with respects to the General Liability and Automobile Liability as required by written contract. General Liability is primary and non-contributory as required by written contract. Waiver of Subrogation applies in favor of the Additional Insured with respects to the General Liability and Automobile Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

19993231 City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City of Pembroke Pines

**SECOND AMENDMENT TO AGENCY AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
LEADSONLINE, LLC**

THIS AMENDMENT (“Second Amendment”), dated May 4, 2023, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "Agency",

and

LEADSONLINE PARENT, LLC d/b/a LEADSONLINE, LLC, a Limited Liability Company, as listed with the Florida Division of Corporations, with a business address of **6900 Dallas Pkwy, Suite 825, Plano, TX 75024**, hereinafter referred to as "Leads". “Agency” and “Leads” may hereinafter be referred to collectively as the "Parties" and individually as a “Party”.

WHEREAS, on **May 15, 2019**, the Parties entered into the Agency Agreement (“Original Agreement”) to govern Agency’s access to Leads’ electronic reporting and criminal investigation system (“Leads System”) for an initial **one (1) year period**, which expired on **May 14, 2020**; and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for additional **one (1) year** evidenced by Leads’ submission of a valid invoice for the renewal year, and Agency’s payment of such invoice; and,

WHEREAS, on **April 15, 2020**, the Parties authorized the renewal of the Original Agreement to extend the term thereof for a one (1) year period which naturally expired on **May 14, 2021**; and,

WHEREAS, on **February 24, 2021**, the Parties authorized the renewal of the Original Agreement to extend the term thereof, for a one (1) year period which naturally expired on **May 14, 2022**; and,

WHEREAS, on **February 15, 2022**, the Parties executed the First Amendment to the Original Agreement to extend the term thereof, for a one (1) year period which will naturally expire on **May 14, 2023**; and,

WHEREAS, LeadsOnline, LLC remains a distinct legal entity; however for tax purposes only, LeadsOnline, LLC is now considered a disregarded entity and LeadsOnline Parent, LLC is now the ultimate taxable entity; and,



WHEREAS, LeadsOnline, LLC purchased Hawk Analytics, Inc. in 2022, and now offers the CellHawk subscription through the Leads System, and the Parties desire to include an additional subscription for CellHawk under this Agreement; and,

WHEREAS, to date the Parties further desire to extend the term of the Original Agreement, as amended, for an additional **one (1) year period**, as set forth in this Second Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby renewed for a **one (1) year** period which shall commence on **May 15, 2023** and naturally expire on **May 14, 2024**.

SECTION 3. The Original Agreement, as amended, is hereby revised and amended to include the Additional Scope of Work and Annual Subscription Fee for the CellHawk subscription, as set forth in **Attachment "B"** attached hereto and by this reference made a part hereof.

SECTION 4. Agency agrees to compensate Leads for the services referenced in Quote #CSQ-403836, attached hereto and by this reference made a part hereof, the total amount of **TWENTY-ONE THOUSAND, EIGHT HUNDRED FORTY-NINE DOLLARS AND 00/100 CENTS (\$21,849.00)** for the subscriptions as set forth below:

Subscription	Subscription Term	Amount
LeadsOnline PowerPlus	May 15, 2023 – May 14, 2024	\$16,438.00
CellHawk	April 15, 2023 – May 14, 2024	\$5,411.00
TOTAL		\$21,849.00

SECTION 5. Scrutinized Companies. Leads, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

5.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott



City of Pembroke Pines

Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

5.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

5.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

5.2.2 Is engaged in business operations in Syria.

SECTION 6. Employment Eligibility. Leads certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

6.1 **Definitions for this Section.**

6.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

6.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

6.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

6.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

6.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

6.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

6.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

6.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla.



Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 7. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment and the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 8. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 9. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

SECTION 10. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.

SECTION 11. This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke
Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

Agency:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:
Marlene D. Graham
E858EE04EEF4F3
MARLENE D. GRAHAM, CITY CLERK
May 4, 2023

DocuSigned by:
Charles F. Dodge
47B966ECCFDAD4AC
By: CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Jacob Horowitz
A563A1DDEFD5117
Name: JACOB HOROWITZ
OFFICE OF THE CITY ATTORNEY

Leads:

**LEADSONLINE PARENT, LLC d/b/a
LEADSONLINE, LLC**

Signed By: Alexander Finley

Printed Name: Alexander Finley

Title: 5/2/2023



AGENCY AGREEMENT - ATTACHMENT 'B'

SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE

AGENCY: CITY OF PEMBROKE PINES POLICE DEPARTMENT

UNIT: CRIMINAL INVESTIGATIONS

1. SERVICE.

CellHawk Service for Law Enforcement Agency users (**Service**).

Agency represents that it is a law enforcement agency or governing body of a law enforcement agency, an entity duly authorized by municipal, state county or federal government to enforce laws or investigate crimes, and the Eligible Users are employed by Agency in the Unit listed at the top of this Attachment 'B'.

2. PURPOSE.

Law Enforcement Use: Exclusively for the official law enforcement agency duties of Agency's Unit; information retrieved from the Service is for the exclusive use of Eligible Users with the exception of disclosure necessary to investigate and prosecute crimes within the jurisdiction of and investigated by Agency's Unit.

3. DEFINITIONS.

Analysis Files are records electronically submitted by an Agency to the Service for automated analysis including but not limited to unstructured images, video, audio or text submitted, and data related to communications or movements of devices, vehicles and other entities, reference data for identifying locations including cell site lists, landmarks, and locations related to crimes). Analysis Files are typically generated by telecommunications network providers and systems, app providers, computers, extraction systems and are provided to Agency via a legal process or voluntarily by persons with the right to provide them. Analysis Files are Agency Property.

4. SERVICE RECIPIENT AND ELIGIBLE USERS.

Capacity and Eligible User: no more than 5 named individual employees of Agency in its Criminal Investigations Unit, each with a unique login (**Eligible Users**).

- Eligible User logins may not be shared and individuals in a division who are not Eligible Users may not access the Service.
- During initial onboarding, Agency must provide LeadsOnline with the names and email addresses of Eligible Users (Agency may revise its Eligible Users Form a reasonable number of times each year)
- Access to Analysis Files is limited to Eligible Users for Services on this Attachment 'B', but may be shared with eligible users of other Attachment if directed by Agency.

Maximum number of Analysis Files allowed: Unlimited

5. TERM, SERVICE PERIODS AND SUBSCRIPTION FEES.

Order Term: This Attachment 'B' will become effective as of April 15, 2023 and remain in effect through the Service Period listed below (the "Initial Term") and any renewal Service Periods or until termination by LeadsOnline or Agency as described below.

Renewals: Neither party is obligated to renew this Attachment 'B'. Prior to the expiration of the Initial Term or any renewal term, the parties may renew this Attachment 'B' for an additional one-year term by LeadsOnline's submission of a valid invoice to Agency for the renewal Service Period at then-current pricing and Agency's payment of such invoice within thirty (30) days of renewal.

SERVICE PERIOD	DUE DATE	AMOUNT
April 15, 2023 through May 15, 2024	Due on or before May 15, 2023	\$5,411



6900 Dallas Parkway, Suite 825

Phone (972) 361-0900

Plano, TX 75024

Fax (972) 361-0901

leadsonline.com

Toll-Free (800) 311-2656

6. FEATURES.


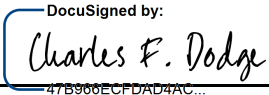
SERVICE	FEATURES
LeadsOnline CellHawk System	Upload Analysis Files to analyze communications or movements of devices, vehicles and other entities, reference data for identifying locations including cell site lists, landmarks, and locations related to crimes.
LeadsOnline Live Ping System	Create a Live Ping with any carrier and direct notifications from any carrier to route to your users and to LeadsOnline CellHawk for mapping, filtering, and analysis.
LeadsOnline Deconfliction System	Benefit from coordinated investigative efforts through pointers to the records of other Law Enforcement Agencies when users match on persons, property, devices, vehicles, and other entities.
LeadsOnline Toolbox	Use LeadsOnline's automated search warrant generation, automated phone lookups, repository of training materials, video tutorials, templates, resources, software, process guides, carrier and network specifications, contacts, subject matter assistance and other content relevant to criminal investigations.

7. TRAINING AND REMOTE TECHNICAL SUPPORT.

- One-Hour Online New User CellHawk Basic Training class.
 - ✓ Additional courses available via LeadsOnline CellHawk Training Portal.
 - ✓ Other on-demand training webinars on digital evidence analysis are available in the LeadsOnline Toolbox.
- Technical Support program is described at leadsonline.com/support.

8. MISC.

This Attachment 'B' is attached to and incorporated into the Agency Agreement, as amended, between **Agency** and **LeadsOnline** dated May 15, 2019, (**Agreement**). This Attachment 'B' is governed by the terms of the Agreement, as amended. All terms not defined in this Attachment 'B' have the meanings ascribed to such terms in the Agreement. LeadsOnline may include a purchase order number on Agency's invoice solely for Agency's internal payment and record keeping processes, but any terms within any purchase order in response to an amendment, quote, order form or invoice will not modify or enlarge the obligations or liabilities of either party even if the parties sign it.

LeadsOnline LLC (LeadsOnline)	City of Pembroke Pines Police Department (Agency)
Signature: 	Signature: 
Printed Name: Alexander Finley	Printed Name: Charles F. Dodge
Title: CEO	Title: City Manager
Date: 5/2/2023	Date: May 3, 2023
6900 Dallas Parkway, Suite 825 Plano, TX 75024-4200	601 City Center Way Pembroke Pines, FL 33025

Approved as to form:

DocuSigned by:

 A563A1DDEFD5417...
 Jacob Horowitz



Real Time Crime • CellHawk • Toolbox

6900 Dallas Parkway, Suite 825
Plano, Texas 75024-4200**QUOTE**City of Pembroke Pines Police Department
601 City Center Way
Pembroke Pines, FL 33025Quote #: CSQ-403836
Quote Date: 4/25/2023
Agency ID: 8198
Terms: Quote Only

Service Dates:		PO Number:	
4/15/2023 - 5/14/2024			
Description	Term	Subtotal	
CellHawk CDR Mapping & Analysis System Service	4/15/23 - 5/14/24	\$5411.00	
PowerPlus Investigation System Service	5/15/23 - 5/14/24	\$16,438.00	
<p>Payment is due within 30 days of renewal. Please remit payment to: LeadsOnline LLC, 6900 Dallas Parkway, Suite 825, Plano, TX 75024 - 4200</p> <p>We accept Checks and EFT/ACH Payments</p> <p>Purchase Orders should be emailed to accounting@leadsonline.com</p>			<p>Total: \$21,849.00</p>

Update Your Billing Contact Information:www.leadsonline.com/update**Download our Updated W-9:**www.leadsonline.com/w9For questions about your LeadsOnline Service,
Subscription Package or Agency/User Accounts please
call 972-361-0900 or email support@leadsonline.comFor questions about Vendor Forms or
General Billing Inquiries please email
accounting@leadsonline.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Roach, Howard, Smith and Barton 8750 N. Central Expressway Dallas TX 75231	CONTACT NAME: Roxann Hendryx PHONE (A/C No. Ext): (972) 231-1300 FAX (A/C, No): (972) 231-1368 E-MAIL ADDRESS: rhendryx@rhsb.com												
INSURER(S) AFFORDING COVERAGE													
INSURED (972) 361-0900 LeadsOnline, LLC 6900 Dallas Pkwy., #825 Plano TX 75024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A: Travelers Prop Cas America</td> <td style="text-align: right;">NAIC # 25674</td> </tr> <tr> <td>INSURER B: Charter Oak Fire Ins Co</td> <td style="text-align: right;">25615</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Travelers Prop Cas America	NAIC # 25674	INSURER B: Charter Oak Fire Ins Co	25615	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Charter Oak Fire Ins Co	25615												
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** Cert ID 57024 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTHER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td style="text-align: right;">\$</td> </tr> </table>		PER STATUTE	OTHER		E.L. EACH ACCIDENT			\$	E.L. DISEASE - EA EMPLOYEE			\$	E.L. DISEASE - POLICY LIMIT			\$
	PER STATUTE	OTHER																					
E.L. EACH ACCIDENT			\$																				
E.L. DISEASE - EA EMPLOYEE			\$																				
E.L. DISEASE - POLICY LIMIT			\$																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General and auto liability policies include blanket automatic additional insured endorsement or provision that provides additional insured status to any person or organization the Named Insured is required by written contract to add as an additional insured. General Liability policy includes Primary and Non-Contributory status in favor of Additional Insureds when there is a written contract or agreement requiring such status. General and auto liability policies include blanket automatic waiver of subrogation endorsement or provision that provides this feature to any person or organization the Named Insured is required by written contract to provide a waiver of subrogation.

CERTIFICATE HOLDER City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

DESCRIPTION OF OPERATIONS SECTION CONTINUED		DATE 10/18/2022
CERTIFICATE HOLDER: City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	INSURED: LeadsOnline, LLC 6900 Dallas Pkwy., #825 Plano TX 75024	
DESCRIPTION OF OPERATIONS CONTINUED: Excess Follow-Form and Umbrella Liability Insurance policy, inpart, provides follow-form liability coverage. Named Insureds: dba Permit Portal LeadsOnlabs, LLC LeadsOnline, Inc. LeadsOnline, LLC Weatherby Intermediate, LLC (added as of 01/31/2022) Weatherby Parent, LLC (added as of 01/31/2022) Business Watch International, Inc US (add as of 5/9/2022) Hawk Analytics, LLC (added as of 5/13/2022) Excess Follow-Form and Umbrella Liability Insurance policy, inpart, provides follow-form liability coverage.		



CERTIFICATE OF LIABILITY INSURANCE

ONH

DATE (MM/DD/YYYY)
06/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ACON RISK SERVICES SOUTH INC
3550 LENOX ROAD NORTHEAST
SUITE 1700
ATLANTA GA 30326

CONTACT NAME: Aon Risk Services, Inc of Florida

PHONE (A/C, No, Ext): 833-506-1544 **FAX (A/C, No):**

EMAIL ADDRESS: work.comp@trinet.com

INSURER(S) AFFORDING COVERAGE	NAIC #
-------------------------------	--------

INSURER A : Indemnity Insurance Company of North America	43575
--	-------

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
TriNet Group, Inc.
LeadsOnline LLC
1 Park Place, Suite 600
Dublin, CA 94568-7983

COVERAGES

CERTIFICATE NUMBER: 15541530

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLR_C71180001	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation coverage is limited to worksite employees of LeadsOnline LLC through a co-employment agreement with TriNet HR III-A, Inc..

CERTIFICATE HOLDER

City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc

© 1988-2015 ACORD CORPORATION. All rights reserved.



Certificate of Insurance

Producer INSURETRUST.COM 5185 PEACHTREE PARKWAY, SUITE 230 NORCROSS, GA 30092	THIS CERTIFICATE OF INSURANCE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT PROVIDE THE CERTIFICATE HOLDER WITH ANY RIGHTS UNDER THE POLICY DESCRIBED BELOW. THE POLICY IS NOT CHANGED OR AMENDED IN ANY WAY BY THIS CERTIFICATE.
Named Insured LEADSONLINE, LLC 6900 DALLAS PARKWAY, SUITE 825 PLANO, TX 75024	Insurance Company Hudson Excess Insurance Company 100 William Street, 5th Floor, New York, NY 10038

THE POLICY DESCRIBED BELOW IS SUBJECT TO ALL OF THE TERMS, CONDITIONS AND EXCLUSIONS CONTAINED IN THE POLICY. THIS CERTIFICATE REFLECTS THAT THE POLICY WAS ISSUED TO THE NAMED INSURED ABOVE FOR THE POLICY PERIOD INDICATED. THIS CERTIFICATE IS NOT EVIDENCE THAT THE POLICY MEETS ANY REQUIREMENTS OF ANY CONTRACT OR OTHER DOCUMENT THAT MAY EXIST BETWEEN THE NAMED INSURED AND ANY OTHER PARTY. THE LIMITS OF LIABILITY SHOWN BELOW MAY HAVE BEEN (OR IN THE FUTURE MAY BE) REDUCED OR EXHAUSTED BY PAID CLAIMS.

X	Type of Insurance	Policy Number	Policy Start Date	Policy End Date	Liability Limits at Policy Inception
X	ClickStream® 2.0 connected services with CyberInfusion® policy	EEW 12367 10	10/16/2022	10/16/2023	\$5,000,000 EACH GLITCH \$5,000,000 AGGREGATE
					\$ \$
					\$ \$
					\$ \$

Description or Comments

Certificate Holder Box

City of Pembroke Pines
 601 City Center Way
 Pembroke Pines, FL 33025

THIS CERTIFICATE DOES NOT CONFER ANY COVERAGE RIGHTS ON THE CERTIFICATE HOLDER. THE CERTIFICATE HOLDER IS NOT AN ADDITIONAL INSURED UNLESS: (1) THE INSURANCE COMPANY HAS ISSUED AN ENDORSEMENT TO THE POLICY TO EFFECT SUCH COVERAGE, OR (2) THE CERTIFICATE HOLDER SATISFIES ALL OF THE REQUIREMENTS IN THE POLICY TO QUALIFY AS AN ADDITIONAL INSURED AS DESCRIBED IN THE POLICY'S DEFINITION OF "YOU."

THIS CERTIFICATE DOES NOT CHANGE IN ANY WAY THE INSURANCE PROVIDED BY THE POLICY DESCRIBED HEREIN. THE CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE HOLDER AND ANY OTHER PARTY.

John Whall

 Authorized Representative

10/14/2022
 Date

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Hudson Excess Insurance company

To get information or file a complaint with your insurance company:

Call: Hudson Excess Insurance company at 212-978-2800

Toll-free: 1-866-246-9945

Email: kzimmerly@hudsoninsgroup.com

Mail: 100 William Street, 5th floor
New York, NY 10038

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state: Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Rojas, Dominique

From: Rotstein, Daniel
Sent: Tuesday, May 2, 2023 10:25 AM
To: Rojas, Dominique
Subject: FW: LeadsOnline Parent LLC dba LeadsOnline LLC - Powerplus & CellHawk subscription renewals - Risk Approval Request
Attachments: COI (GL, Auto, Umbr) Expires 10-16-2023.pdf; COI (WC) Expires 7-1-2023.pdf; COI (E&O) Expires 10-16-2023.pdf; LeadsOnline Parent LLC dba LeadsOnline LLC - PowerPlus & CellHawk - 2nd Amendment.pdf; Pembroke Pines Combined Quote CSQ-403836-UPDATED[8570].pdf; Pembroke Pines FL PD Attachment B to the AA as Amended.pdf; Leads Online LLC - Web based service for Police Department (ALL BACKUP).pdf
Importance: High

Approved

From: Rojas, Dominique <drojas@ppines.com>
Sent: Tuesday, May 2, 2023 9:24 AM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: LeadsOnline Parent LLC dba LeadsOnline LLC - Powerplus & CellHawk subscription renewals - Risk Approval Request
Importance: High

Dear Daniel,

Good morning. Please could you review the attached three (3) certificates of insurance for renewal of the above subscriptions? The Amendment, exhibits, and all-back-up file are also attached for your reference.

Thank you for your attention, with kindest regards,

Dominique Rojas • Contracts Specialist
Finance Department
City of Pembroke Pines
601 City Center Way, Pembroke Pines, FL 33025
Direct: 954-392-9436
Email: drojas@ppines.com
Main: 954-392-9435
Team Email: contracts@ppines.com
www.ppines.com
City Hall hours: Monday–Thursday 7am–6pm (closed on Fridays)

Rojas, Dominique

From: Mohammed, Faizal
Sent: Tuesday, May 2, 2023 9:07 AM
To: Rojas, Dominique
Cc: Balladares, Kaitlyn; Lopez, Andres; Contracts; Police Finance
Subject: FW: LeadsOnline: Updated CellHawk Renewal Documents
Attachments: Pembroke Pinies Combined Quote CSQ-403836-UPDATED[8570].pdf; Pembroke Pines FL PD Attachment B to the AA as Amended.pdf; RE: GCU - LEADS Online Renewal (Leads Online); Fw: Hawk Analytics-CellHawk License and Subscription Services-Renewal/Non-Renewal

Importance: High

Good morning Dominique,

The renewals of both agreements between our City and LeadsOnline LLC were approved at the Police Department level. Copies of approval emails are attached for reference. Please process the 2nd amendment of the consolidated agreement utilizing the combined price quote attached.

When the agreement is fully executed, please forward to LeadsOnline, and return a copy to PoliceFinance@ppines.com and Sergeants Kaitlyn Balladares and Andres Lopez for awareness.

A purchase order will be requested by Police Finance when the executed agreement is received.

Thank you for your assistance with this matter.

Faizal Mohammed
Finance Coordinator

Pembroke Pines Police Department
9500 Pines Boulevard
Pembroke Pines, FL 33024
Office 954•743•1666
Fax 954•743-1774
PoliceFinance@ppines.com

From: Balladares, Kaitlyn <kballadares@ppines.com>
Sent: Tuesday, May 2, 2023 8:33 AM
To: Mohammed, Faizal <fmohammed@ppines.com>
Subject: FW: LeadsOnline: Updated CellHawk Renewal Documents
Importance: High



FIRST AMENDMENT TO AGENCY AGREEMENT

THIS AMENDMENT (“First Amendment”), dated February 15, 2022, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

LEADSONLINE, LLC, a Foreign Limited Liability Company, as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **6900 Dallas Pkwy, STE 825, Plano, TX 75024**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **May 15th, 2019**, the Parties entered into the Agency Agreement (“Original Agreement”) to govern CITY’s access to CONTRACTOR’s electronic reporting and criminal investigation system for an initial **one (1) year period**; and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for additional **one (1) year** terms evidenced by CONTRACTOR’s submission of a valid invoice for the renewal year, and Agency’s payment of such invoice; and,

WHEREAS, on **May 15th, 2020**, the Parties authorized the renewal of the Original Agreement for a one (1) year renewal period which naturally expired on **May 14th, 2021**; and,

WHEREAS, on **Feburary 24th 2021**, the Parties authorized the renewal of the Original Agreement for a one (1) year renewal period which naturally expires on **May 14th 2022**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, and desire to supplement the terms contained therein and to renew the term of Original Agreement, for an additional **one (1) year period** which shall commence on **May 15, 2022** and naturally expire on **May 14th, 2023** as set forth in this First Amendment.

W I T N E S S E T H



City of Pembroke Pines

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement is hereby renewed for a **one (1) year** renewal period which shall commence on **May 15th, 2022** and naturally expire on **May 14th, 2023**.

SECTION 3. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 **Definitions for this Section.**

4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.



4.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.



City of Pembroke Pines

SECTION 8. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

SECTION 9. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:
Marlene Graham February 15, 2022
E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

DocuSigned by:
Charles F. Dodge February 15, 2022
47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Danielle Schwabe February 15, 2022
013E807C191D4FF-
Name: Danielle Schwabe

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

LEADSONLINE, LLC

Signed By: 

Printed Name: Alex Finley

Title: CEO



PHONE 972-361-0900 FAX 972-361-0901 TOLL-FREE 800-311-2656

6900 DALLAS PARKWAY, SUITE 825, PLANO, TX 75024

LEADSONLINE.COM

December 29, 2021

Sergeant Kaitlyn Balladares
Pembroke Pines Police Department
9500 Pines Boulevard
Pembroke Pines, FL 33024

RE: Written Agreement to Renew Agency Agreement

Dear Sergeant Balladares,

Pursuant to Section 5, Article 5.2, LeadsOnline and the Pembroke Pines Police Department have the option of renewing the Agency Agreement dated May 15, 2019, for the term **5/15/22** through **5/14/23** under the same terms, conditions and provisions as originally agreed upon. An annual subscription fee of **\$14,506.00** for the next service period will be due within 30 days of renewal.

Please indicate your concurrence or non-concurrence by completing the below listed information, including signature, and return to me by **May 14, 2022**.

This form may be mailed, faxed, emailed, scanned or otherwise electronically submitted to confirm contract renewal.

Should you have any questions, please contact me directly at 972-331-7748 or via email, accounting@leadsonline.com.

Best regards,

Shawna Evans
Executive Assistant to
Alexander Finley, CEO

Yes, we would like to renew per the above mentioned.

No, we do not wish to renew.

DocuSigned by:

AUTHORIZED SIGNATURE

Charles F. Dodge

PRINTED NAME/TITLE

February 15, 2022

DATE



PHONE 972-361-0900 FAX 972-361-0901 TOLL-FREE 800-311-2656

6900 DALLAS PARKWAY, SUITE 825, PLANO, TX 75024

LEADSONLINE.COM

January 5, 2021

Sgt. Christian Rogers
Pembroke Pines Police Department
9500 Pines Boulevard
Pembroke Pines, FL 33024

RE: Written Agreement to Renew Agency Agreement

Dear Sgt. Rogers,

Pursuant to Section 5, Article 5.2, LeadsOnline and Pembroke Pines Police Department have the option of renewing the Agency Agreement dated May 15, 2019 for the term **5/15/21** through **5/14/22** under the same terms, conditions and provisions as originally agreed upon. An annual subscription fee of **\$13,557.00** for the next service period will be due within 30 days of renewal.

Please indicate your concurrence or non-concurrence by completing the below listed information, including signature, and return to me by **May 14, 2021**.

This form may be mailed, faxed, emailed, scanned or otherwise electronically submitted to confirm contract renewal.

Should you have any questions, please contact me directly at 972-331-7748 or via email, accounting@leadsonline.com.

Best regards,

Shawna Evans
Executive Assistant to
Dave Finley, CEO

Yes, we would like to renew per the above mentioned.

No, we do not wish to renew.

Approved as to Legal Form

DocuSigned by:

833DB27BB2774A7...
Jacob G. Horowitz
February 12, 2021

DocuSigned by:

7593B76FB994407...
AUTHORIZED SIGNATURE
Charles F. Dodge City Manager
PRINTED NAME/TITLE
February 24, 2021
DATE

April 1, 2020

Sergeant Christian Rogers
Pembroke Pines Police Department
9500 Pines Boulevard
Pembroke Pines, FL 33024

RE: Written Amendment to Renew Agency Agreement

Dear Sergeant Rogers,

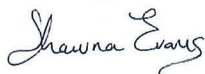
Pursuant to Section 5, Article 5.2, LeadsOnline and the Pembroke Police Department have the option of renewing the Agency Agreement dated May 15, 2019 for the term **5/15/2020** through **5/14/2021** under the same terms, conditions and provisions as originally agreed upon. An annual subscription fee of **\$13,162.00** for the next service period will be due within 30 days of renewal.

Please indicate your concurrence or non-concurrence by completing the below listed information, including signature, and return to me by **May 14, 2020**.

This form may be mailed, faxed, emailed, scanned or otherwise electronically submitted to confirm contract renewal.

Should you have any questions, please contact me directly at 972-331-7748 or via email, accounting@leadsonline.com.

Best regards,



Shawna Evans
Executive Assistant to
Dave Finley, CEO

Yes, we would like to renew per the above mentioned.

No, we do not wish to renew.

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY

DATED: 4/15/20

AUTHORIZED SIGNATURE

Charles F. Dodge
Charles F. Dodge City Manager

PRINTED NAME/TITLE

4-15-2020

DATE

AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated May 15, 2019, ("Effective Date") is made between The City of Pembroke Pines Police Department, a municipal corporation of the State of Florida with a business address of 601 City Center Way, Pembroke Pines, FL 33025 ("Agency") and LeadsOnline, LLC, a company authorized to business in the State of Florida, with a business address of 6900 Dallas Parkway, Ste. 825, Plano, TX 75024 ("Leads"). Hereafter, Agency and Leads may be singularly referred to as "Party" and collectively referred to as "Parties".

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 Businesses 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 his/her 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.
- 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 to not share its access to Leads' System with other Law Enforcement Agencies and to not share information retrieved from Leads' System with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency or as otherwise required by applicable law.
- 2.4 Agency agrees that accounts will be i) registered only to individual Law Enforcement Officials employed exclusively by Agency and ii) will be used only by the specific Law Enforcement Official to whom the account is registered and iii) will not be used to access or otherwise provide information from Leads system to other Law Enforcement Agencies.
- 2.5 Agency represents and warrants that it shall only access, use and disclose Data for use in Agency's official Law Enforcement Agency duties. Agency maintains sole responsibility for activity taking place under its user accounts and is responsible for any use, misuse or disclosure of Data accessed by its users.
- 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 agrees to not search Leads' System for the purpose of creating a public record in order to respond to a public records request when no such public record existed at the time the public records request was received by Agency. Agency understands and acknowledges that information accessible via Leads' System may not be eligible for disclosure in response to a public records request according to FSS 539.003 and other applicable law. Upon receipt of a request for records accessible via Leads' System, Agency will consider factors including but not limited to i) whether or not Agency has actually accessed and/or retained the record, ii) whether or not the record(s) are related to an active criminal investigation iii) whether or not the Reporting Business supplying the information is specifically required by law to report to Agency via Leads' System iv) whether or not the information contains non-public personal information protected by state and federal privacy law and breach notification law v) whether or not Agency's response to such request would include the trade secrets of one or more Reporting Businesses vi) whether or not the Reporting Businesses or customers are to be notified and provided with the opportunity to object to such disclosure, vii) whether or not computer programming or excessive labor would be required to redact exempted information from records prior to disclosure.
- 2.8 Agency is responsible for using devices and browsers capable of connecting via an encrypted internet connection.

- 2.9 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.
- 2.10 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.
- 2.11 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.
- 2.12 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

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'.
- 3.4 Non-Discrimination and Equal Opportunity Employment. During the performance of this Agreement, neither Leads nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability, if qualified. Leads will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability, if qualified. Such actions must include, but not be limited to, the following: employment; promotion; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Leads agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Leads further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this non-discrimination clause.
- 3.5 Independent Contractor - This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Leads is an independent contractor under this Agreement and not the Agency's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Leads shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Leads' activities and responsibilities hereunder provided, further that administrative procedures

applicable to services rendered under this Agreement shall be those of Leads, which policies of Leads shall not conflict with Agency, State, H.U.D., or United States policies, rules or regulations relating to the use of Leads' Funds provided for herein. Leads agrees that it is a separate and independent enterprise from the Agency, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Leads and the Agency and the Agency will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

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 United States Code), 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 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 one (1) 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 at the then-current subscription fee. 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.

5.4 The Parties agree that any continuation of this Agreement from one fiscal year to the next is contingent upon annual fiscal appropriation and lawful approval by Agency's governing entity. Agency may terminate this Agreement by providing 60 days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

5.5 Termination for Convenience. This Agreement may be terminated by either party for convenience, upon seven (7) business days written notice by the terminating party, in which event, Leads shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event of termination by Leads according to this paragraph, Leads will refund a prorated amount of the subscription fee previously paid by Agency based on the remaining months in the then current contract year.

6. Disclaimer and Indemnification

6.1 **EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION 3 OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.**

6.2 IN NO EVENT SHALL LEADS BE LIABLE FOR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF THE REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.

6.3 Leads shall indemnify, hold harmless, protect and defend Agency 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 Leads' 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 Agency, Leads' liability under this paragraph 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 Agency.

6.4 No Waiver of Sovereign Immunity. Nothing contained herein is intended nor shall be construed to waive the Agency's rights and immunities under the common law of §768.28, Florida Statutes, as may be amended from time to time.

7. Miscellaneous

7.1 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, including any act that would be considered force majeure.

7.2 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 either party deems the unenforceable provision to be essential to this Agreement, in which case such party 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 either Party of a breach of any provision of this Agreement by the other Party or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by either Party.

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 Florida, 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 in Broward County, Florida.

7.8 Notice. Whenever any Party desires to give notice unto any other Party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended and the remaining Party, at the places last specified, and the places for giving notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Leads and Agency designate the following as the respective places for giving of notice:

AGENCY	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025 Telephone No. (954) 431-4900 Facsimile No. (954) 437-1149
Copy To:	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Blvd., Ste. 200 Fort Lauderdale, FL 33308 Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923
LEADS	LeadsOnline, LLC 6900 Dallas Parkway, Ste. 825 Plano, TX 75024 Telephone No. (972) 361-0900 Facsimile No. (972) 361-0901

7.9 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.

7.10 Binding Authority. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

- 7.11 Headings. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.12 No Contingent Fees. Leads warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Leads to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Leads any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Agency shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 7.13 Legal Representation. It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.
- 7.14 Counterparts. This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
- 7.15 Scrutinized Companies - Leads, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:
- 7.15.1. Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or
 - 7.15.2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 7.15.3. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 - 7.15.4. Is engaged in business operations in Syria.
- 7.16 Insurance.
- 7.16.1. Leads shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the Agency nor shall Leads allow any subcontractor to commence work on a subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.16.2. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Agency's Risk Manager prior to commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated not less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.16.3. Leads shall provide the Agency thirty (30) days' notice of cancellation.

7.16.4. Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are completed. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, Leads shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. Leads shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Leads shall be liable to the Agency for any lapses in service resulting from a gap in insurance coverage.

7.16.5. Required Insurance.

7.16.5.1. Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000
6. Cyber Liability Limit - \$1,000,000

Products and Completed Operations Coverage shall be maintained for three (3) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

7.16.5.2. Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of Leads engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, Leads shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by Leads. Coverage for Leads and its subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Worker's Compensation: Coverage A: Statutory
2. Employers Liability: Coverage B: \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If Leads claims to be exempt from this requirement, Leads shall provide Agency proof of such exemption along with a written request for Agency to exempt Leads, written on Leads' letterhead.

- 7.16.5.3. Combined Single Limit (Each Accident) - \$1,000,000
 - 7.16.5.4. Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.
 - 7.16.5.5. Cyber Liability including Network Security and Privacy Liability when applicable, with a limit of liability no less than \$1,000,000 per loss must be provided by Leads. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon.
- 7.16.6. Required Endorsements.
- 7.16.6.1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein.
 - 7.16.6.2. Waiver of all Rights of Subrogation against the Agency in regard to General Liability Insurance.
 - 7.16.6.3. Leads' General Liability Insurance policies shall be Primary and Non-Contributory.
 - 7.16.6.4. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the Agency.
 - 7.16.6.5. Leads shall name the Agency, as an additional insured on each of the General Liability policies required herein and shall hold the Agency, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.
 - 7.16.6.6. Any insurance required of Leads pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by Leads and provided proof of such coverage is

provided to Agency. Leads and any subcontractors shall maintain such policies during the term of this Agreement.

7.16.6.7. The Agency reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

7.17 Public Records. The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. Leads shall comply with Florida's Public Records Law. Specifically, Leads shall:

7.17.1 Keep and maintain public records required by the Agency to perform the service;

7.17.2 Upon request from the Agency's custodian of public records, provide the Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

7.17.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and, following completion of the Agreement, Leads shall destroy all copies of such confidential and exempt records remaining in its possession after Leads transfers the records in its possession to the Agency; and

7.17.4 Upon completion of the Agreement, Leads shall transfer to the Agency, at no cost to the Agency, all public records in Leads' possession. All records stored electronically by the Leads must be provided to the Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.

7.17.5 The failure of CONTRACTOR to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF LEADS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER
119, FLORIDA STATUTES, TO LEADS' DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC
RECORDS AT:**

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

7.18 Nothing contained in Section 7.17 shall be construed to create a public record, when one does not exist or alter the status of any record which is classified as exempt or confidential and exempt, as determined by Florida law.

LEADS

LeadsOnline LLC

Signature: _____



Print Name: David K. Finley

Title: President & CEO

Date: 05/09/2019

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

Tax ID: 42-1720332

AGENCY

Pembroke Pines Police Department

Signature: _____



Print Name: Charles F. Dodge

Title: City Manager

Date: 5/13/19

Address: 9500 Pines Blvd.
Pembroke Pines, FL 33024

APPROVED AS TO LEGAL FORM

DATED: 5-9-19

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	✓ 300
eBay First Responder Service	✓
Persons of Interest inter-agency suspect information system	✓
Suspect variations and associations reports	✓
Statement Analyzer	✓
Submit lists of known suspects and/or property (file upload)	✓
Online reporting System for scrap metal dealers	✓
Phone Forensics Search	✓
CompStat Mapping System	✓
Case Search – Search multiple items looking for potential suspects	✓
Public Classified Ads –Craigslist	✓
Subscription fee for the first year of the term due on May 15, 2019. Annual subscription fee after the first year will be invoiced according to then-current pricing and is due within 30 days of renewal.	\$12,779