

CITY OF CHICAGO  
 DEPARTMENT OF PROCUREMENT SERVICES  
 ROOM 403, CITY HALL, 121 N. LASALLE STREET

JNCP Form Rev  
 DATE 10/16/09  
 APPROVED 4-0  
 CONDITIONALLY  
 RETURN TO DEPT

**JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT**

**COMPLETE THIS SECTION IF NEW CONTRACT**

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with Leads On Line for the product and/or services described herein.  
 (Name of Person or Firm)

This is a request for \_\_\_\_\_ (One-Time Contractor Requisition # \_\_\_\_\_, copy attached) or X Term Agreement or \_\_\_\_\_ Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" for all contracts within the \_\_\_\_\_ (Attach List) Pre-Assigned Specification No. \_\_\_\_\_  
 (Program Name) Pre-Assigned Contract No. \_\_\_\_\_

**COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT**

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

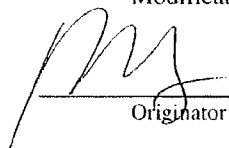
Contract #: \_\_\_\_\_  
 Specification # \_\_\_\_\_

Company or Agency Name: \_\_\_\_\_

Modification #: \_\_\_\_\_

Contract or Program Description: \_\_\_\_\_

(Attach List, if multiple)


  
 \_\_\_\_\_  
 Originator Name

312 7455599  
 \_\_\_\_\_  
 Telephone

\_\_\_\_\_  
 Signature Department Date

Indicate SEE ATTACHED in each box below if additional space needed:

<input type="checkbox"/> <b>PROCUREMENT HISTORY</b>	See attached
<input type="checkbox"/> <b>ESTIMATED COST</b>	See attached
<input type="checkbox"/> <b>SCHEDULE REQUIREMENTS</b>	See attached
<input type="checkbox"/> <b>EXCLUSIVE OR UNIQUE CAPABILITY</b>	See attached
<input type="checkbox"/> <b>OTHER</b>	

APPROVED BY:  02 OCT 09 10/16/09  
 DEPARTMENT HEAD OR DESIGNEE DATE BOARD CHAIRPERSON DATE  
Jamie N. Lee 11/19/09  
 Chief Procurement Officer Date



Richard M. Daley  
Mayor

Department of Police • City of Chicago  
3510 S. Michigan Avenue • Chicago, Illinois 60653

Jody P. Weis  
Superintendent of Police

---

Jamie Rhee  
Chief Procurement Officer  
Department of Procurement Services  
City Hall Room 403

Subject: New Sole Source Contract Request  
Leads Online

The Police Department respectfully requests that a sole source contract be initiated for Leads Online. This sole contractor operates and maintains a website which is a confidential data base accessible electronically exclusively by Law Enforcement Agencies for the purpose of identifying merchandise and/or persons suspected in crimes.

Your attention to this matter is greatly appreciated.

Sincerely,

A handwritten signature in cursive script, appearing to read "Marvin J. Shear".

Marvin J. Shear  
Assistant Deputy Superintendent  
Bureau of Administrative Services  
Chicago Police Department

**PROCUREMENT HISTORY** (INCLUDING FUTURE PROCUREMENT OBJECTIVES)

- 1. Describe the requirement and how it evolved from initial planning to its status.**  
The Chicago Police Department is seeking to engage in a new contract with Leads Online. Leads Online is the sole contractor who operates and maintains a website which is a confidential data base accessible electronically exclusively by Law Enforcement Agencies for the purpose of identifying merchandise and/or persons suspected in crimes.
- 2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.**  
This is a first time procurement
- 3. Explain attempts made to competitively bid the requirement. (Attach copy of notices and list of sources contacted)**  
The Chicago Police Department conducted a research for similar systems with other vendors. Other law enforcement agencies were also contacted during this research. The research resulted in
- 4. Describe all research done to find other sources. (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).**  
Not applicable.
- 5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?**  
Future requests will be dependent on the life cycle of the Leads Online and if another vendor develops a similar product
- 6. Explain whether or not future competitive bidding is possible. If not, why not?**  
Leads Online is currently the only company available who provides this type of service.

**ESTIMATED COST**

- 1. What is the estimated cost for this requirement (or for each contract, if multiple awards contemplated)? What is the funding source?**  
The estimated cost for a five year contract is \$119,988 per year.

2. **What is the estimated cost by fiscal year, if the job project or program covers multiple years?**

The following represents the estimated costs for each year:

Contract Year Dates of Services

1	01 Jan 2010 – 31 Dec 2010	\$119,988
2	01 Jan 2011 – 31 Dec 2011	\$119,988
3	01 Jan 2012 – 31 Dec 2012	\$119,988
4	01 Jan 2013 – 31 Dec 2013	\$119,988
5	01 Jan 2014 – 31 Dec 2014	\$119,988

3. **Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e. Budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc).**

The basis for estimating the cost is derived from a cost proposal from the vendor.

4. **Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.**

The vendor has agreed to develop and provide an interface from the article database into the CLEAR System. This will eliminate the current data entry of this operation.

5. **Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.**

Based on the quotes received by sole source vendor Leads Online, the provided cost was deemed acceptable by Chicago Police Department.

## **SCHEDULE REQUIREMENTS**

1. **Explain how the schedule was developed and at what point the specific dates were known.**

The schedule is based on the needs of the Chicago Police Department and the proposal from the vendor.

2. **Is lack of drawings and /or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.**

Not applicable

3. **Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.**  
Benefits of system; Leads Online automatically checks all serialized items sold in Chicago's pawn and secondhand stores against the NCIC database and reports it back to CPD. Preventive
4. **Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.**  
Competitive bidding is not possible since there is no other vendor that exists with a similar product.

**EXCLUSIVE OR UNIQUE CAPABILITY**

1. **If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, other factors make this person or firm exclusively or uniquely qualified for the project. Attach copy of cost proposal and scope of services.**  
See Question #1 in Procurement history. Cost proposal and scope documents attached.
2. **Does the proposed firm have personnel considered unquestionably predominant in the particular field?**  
Not applicable
3. **What prior experience of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?**  
Not applicable
4. **What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?**  
Not applicable
5. **What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which make them the only source who can perform the work within the required time schedule without unreasonable costs to the City?**  
Not applicable
6. **If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, etc. possess. Is compatibility with existing equipment critical from an operational standpoint? Explain why.**  
See #7 for copyright

7. **Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.**

Yes Copyrights

8. **If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer.**

Not applicable

### **MBE/WBE COMPLIANCE PLAN**

1. **All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a complete C-1 and D-1 form, Which is available on the Procurement Service page on the City's intranet site.**  
Will seek a waiver

### **OTHER**

1. Explain other related considerations and attach all applicable supporting documents (an approved Information Technology Strategy Committee (ITSC) form, an approved Request for Individual Contract Services form, etc.)

**REVIEW AND APPROVAL**

Joseph Perfetti  
Acting Director  
Records Services Division

Anne T. Egan  
Assistant Deputy Superintendent  
Bureau of Administrative Services

Theodore F. O'Keefe  
Deputy Superintendent  
Bureau of Administrative Services

Dana V. Starks  
Interim Superintendent  
Department of Police

## AGENCY AGREEMENT

This LeadsOnline, Inc. AGENCY AGREEMENT ("Agreement"), dated, **October 1, 2009**, is made between **Chicago Police Department** ("Principal") and **LeadsOnline LLC** ("Provider").

### SCOPE OF AGREEMENT

Provider operates and maintains at its web site a confidential database accessible electronically exclusively by Law Enforcement Agencies for the sole purpose of identifying merchandise and/or persons suspected in crimes against property or in crimes against persons in which property is involved.

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

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

### I.

#### DEFINITIONS

- 1.1 **"Authorized Officials"** means duly authorized law enforcement personnel of Principal.
- 1.2 **"Data"** includes the ticket number, item number, make, model, property description and serial number of merchandise sold to a Participant or used as loan collateral by a Participant, as well as the name and address of any customer(s) involved in the aforementioned transactions as required by law in Participant's jurisdiction.
- 1.3 **"Law Enforcement Agency"** means any municipal, county, state or federal government staffed and operated agency whose primary purpose is criminal investigation and/or law enforcement, as contemplated by the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. § 6801, et seq., and 15 U.S.C. § 6821, et seq.) (the "GLBA"). **"Law Enforcement Agencies"** means two or more of such agencies.
- 1.4 **"Participant"** means any person or entity that purchases pre-owned personal property and/or uses personal property as loan collateral and furnishes Data relative thereto to Provider for inclusion at Provider's web site.

### II.

#### APPOINTMENT

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



## III.

**AGREEMENTS AND RESPONSIBILITIES OF PRINCIPAL**

- 3.1 Principal agrees that Principal's use of the Data displayed at Provider's web site will be for the sole purpose of identifying merchandise and/or persons suspected in crimes against property or in crimes against persons in which property is involved.
- 3.2 Principal agrees not to divulge Data or information obtained through Principal's access to Provider's web site to anyone other than Authorized Officials and persons with Principal's agency entitled to receive the Data or information pursuant to statute, rule or regulation, including specifically the GLBA. Principal agrees not to access information from outside of Principal's jurisdiction from Provider's web site for purposes of gathering information for any third party, including private parties and other law enforcement agencies.
- 3.3 Principal agrees that passwords provided by Provider to Principal enabling Principal to utilize Provider's web site will be made known only to Authorized Officials of Principal and that only those Authorized Officials will be permitted to use the passwords or otherwise access the electronic database at Provider's web site. Principal's failure to strictly adhere to the terms of this Paragraph will result in the immediate termination of Principal's access to Provider's website.
- 3.4 Principal agrees not to use the Data or information displayed at Provider's web site for any unlawful purpose, or in any manner, which may create liability for Provider or Participants. Principal agrees its use of the Data or information contained at Provider's web site will not be other than as permitted by law or the rights duly granted to Principal in carrying out Principal's official duties.
- 3.5 Principal agrees to act in accordance with laws and procedures within Participant's jurisdiction, and agrees to notify the designated Law Enforcement Agency for Principal's jurisdiction prior to requesting additional information about Data, to place an item on hold status, or to confiscate an item found in a business outside of Principal's jurisdiction.
- 3.6 Principal agrees to submit accurate information, including but not limited to valid Principal case numbers for specific items and/or suspects as well as the identity of the Authorized Official, in conducting any search or use of Provider's web site.
- 3.7 Principal agrees it has no ownership rights to any password or user name that may be utilized by Principal pursuant to this Agreement. For security purposes, Principal agrees to change its password(s) every 90 days.
- 3.8 Principal is responsible for insuring that Principal's hardware can connect to Provider's website via the Internet.
- 3.9 Principal is responsible for insuring compliance among businesses in Principal's jurisdiction. Principal agrees to not discourage entities that purchase pre-owned personal property and/or use personal property as loan collateral from becoming Participants, and to not discourage Participants from furnishing Data to Provider.

## IV.

AGREEMENTS AND RESPONSIBILITIES OF PROVIDER

- 4.1 Provider agrees to operate and maintain an electronic database at its web site for the purpose of receiving and disseminating Data from Participants for the sole use of Law Enforcement Agencies.
- 4.2 Provider agrees to provide database features in accordance with Attachment "A" attached to this Agreement.
- 4.3 Provider agrees to implement commercially reasonable efforts to maintain Principal's access to Provider's web site through Provider's server. However, from time to time, maintenance will be required to be performed, as well as developments and modifications to Provider's web site and on Provider's server. Principal acknowledges that Provider has no responsibility for the service or operation of the Internet, and that Provider makes no representations in this regard. Internet service is subject to limitations caused by local landlines, atmospheric or technical conditions and may be temporarily unavailable, limited, interrupted or curtailed.
- 4.4 Provider agrees to facilitate Principal's access to the Data by passwords and user names selected by Principal (within reasonable parameters established by Provider), allowing Principal to search and retrieve Data for the sole purpose of identifying stolen merchandise and persons suspected of crimes involving property.
- 4.5 Provider agrees to provide Principal with secure access to a report detailing the usage of Provider's web site by Authorized Officials.

## V.

CONDITIONS FOR PRINCIPAL'S ACCESS AND USE OF PROVIDER'S WEB SITE

- 5.1 By entering into this Agreement, Principal represents it is a Law Enforcement Agency as that term is defined in Section I. Principal's appointment of Provider as agent is made in order to obtain information of a financial institution in connection with the performance of the official duties of Principal, as is contemplated by the GLBA.
- 5.2 Provider may modify or upgrade any aspect(s) of Provider's web site at any time without notice to Principal.
- 5.3 All Data is provided solely by Participants using Participant's proprietary operational software. Therefore, Provider cannot and does not represent or endorse the completeness, accuracy or reliability of the Data displayed through Provider's web site, nor the functionality of Participant's operational software. Principal acknowledges that any reliance by Principal or any Law Enforcement Agency upon any Data or other information displayed or distributed through Provider's web site shall be at Principal's sole risk. Upon notice by Participants or Law Enforcement Agencies, Provider reserves the right, in its sole discretion, to correct any errors or omissions in the Data contained in any portion of Provider's web site.
- 5.4 Provider reserves the right at all times to disclose any information as necessary to satisfy any law, regulation, or government request, or to edit, refuse to post or to remove any Data or information, in whole or in part, that in Provider's sole discretion is deemed to be in violation of local, state and/or federal law.

**VI.**  
**TERM**

- 6.1** This Agreement will become effective as of the date first set forth above and remain in effect through December 31, 2014 or until cancellation or termination by Provider or Principal as described below.
- 6.2** Provider may immediately and without notice, terminate this Agreement for cause, if Principal: (a) fails to pay any annual subscription fee owed to Provider under this Agreement; (b) fails to perform in accordance with its responsibilities contained in Section III of this Agreement; (c) fails to perform any other obligation required of Principal under this Agreement; or (d) violates any laws, rules or regulations.
- 6.3** Principal may immediately and without notice, terminate this Agreement, if Provider: (a) fails to perform in accordance with its responsibilities to Principal contained in Section IV of this Agreement; (b) fails to perform any other obligation required of Provider under this Agreement; or (c) violates any laws, rules or regulations.
- 6.4** Provider's client support and training is available to Principal at no additional cost when performed by telephone or email. Principal may request Provider to travel to Principal's location for specialized training and support. These special services will be provided at agreed upon rates for time, materials, travel, lodging, and miscellaneous expenses.

**VII.**  
**DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

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

**VIII.**  
**INDEMNIFICATION**

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

Principal shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of Provider's employees arising out of or related to operation or use of Provider's website. If both Provider and Principal are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of the employees of Provider and Principal under this Agreement, Provider and Principal shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

Provider shall indemnify, hold harmless, protect and defend Principal and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Provider 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 Principal, Provider's liability under this paragraph 10.1 shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by Principal.

**IX.**  
**COPYRIGHT/REVERSE ENGINEERING**

- 9.1 Provider's web site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws. The contents of Provider's web site are only for the purpose described herein. All materials contained on Provider's web site are protected by copyright, and are owned or controlled by Provider or the party credited as the provider of the content. Principal will abide by any additional copyright notices, information, or restrictions contained in any content on Provider's web site.
- 9.2 Principal agrees not to decompile or otherwise copy or use the Provider's web site for purposes of reverse engineering or reconstruction.

**X.**  
**MISCELLANEOUS**

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

**PROVIDER**

**LeadsOnline LLC**

**Signature:** \_\_\_\_\_

**Print Name:** David K. Finley

**Title:** President & CEO

**Date:** \_\_\_\_\_

**Address:** 15660 N. Dallas Pkwy., Suite 800

**Dallas, Texas 75248**

**Federal Tax I.D. # 42-1720332**

**PRINCIPAL**

**Chicago Police Department**

**Signature:** \_\_\_\_\_

**Print Name:** Steve Peterson

**Title:** Deputy Superintendent

**Date:** \_\_\_\_\_


**Address:** 3510 S. Michigan Ave.

**Chicago, IL 60653**

**Federal Tax I.D. #** \_\_\_\_\_

## AGENCY AGREEMENT – Attachment 'A'

### TOTALTRACK SERVICE PACKAGE INCLUDES:

- **National Search Capability**  
Transaction records from all Participants located in the Continental United States are available for investigative search.
- **3 Years of Searchable Data**  
36 months of transaction records are available for investigative search.
- **NCIC Extract**  
LeadsOnline will automatically report hits on stolen items reported to NCIC back to your agency.
- **1,000 Saved Searches**  
Saved Searches feature automatically runs searches continuously at the discretion of Authorized Officials.
- **ID's for Authorized Officials**  
Authorized Officers are provided with individual accounts. Access is granted upon registration by Authorized Officials and verification by Provider.
- **eBay First Responder System – 240 Search Units**   
eBay First Responder System provides investigative search access to more than 500 million eBay listings, including seller and buyer contact information and history.
- **Hit Alerts to Email/Cell**  
Hit Alerts provide notification to Authorized Officials via email and/or via an email-enabled cell phone when a new match ('hit') for a saved search is detected in the system.
- **Ticket Assistant**  
Ticket Assistant provides for entry of Data from non-computerized pawn and secondhand stores into the LeadsOnline database.
- **Suspect Tag**  
Suspect Tag facilitates inter-agency communication, enabling Authorized Officials to notify other agencies of suspect activity for sake of collaboration and avoidance of duplication of effort.

## AGENCY AGREEMENT – Attachment 'B'

### PRICING AND PAYMENT TERMS

<u>Contract Year</u>	<u>Dates of Service</u>	<u>Fee</u>	<u>Due Date</u>
1	1/1/2010 – 12/31/2010	\$119,988	1/1/2010
2	1/1/2011 – 12/31/2011	\$119,988	1/1/2011
3	1/1/2012 – 12/31/2012	\$119,988	1/1/2012
4	1/1/2013 – 12/31/2013	\$119,988	1/1/2013
5	1/1/2014 – 12/31/2014	\$119,988	1/1/2014

### OTHER TERMS

- Provider will provide up to three (3) days of on-site training upon execution of this agreement.
- Upon receipt of payment due January 1, 2010, Provider will deliver twenty (20) additional Dell computers to Principal.
  - Dell computers will have a minimum of 2.0GB of memory and will include 22 inch monitors.
- If this Agreement is made effective before October 31, 2009, the following will apply:
  - Principal may begin using Provider's services immediately
  - Pricing for the period between the effective date of the Agreement and December 31, 2009 will be \$19,900.
  - Provider will deliver five (5) new Dell computers to Principal upon receipt of payment.
    - Dell computers will have a minimum of 2.0GB of memory and will include 22 inch monitors.

## AGENCY AGREEMENT – Attachment 'B'

### PRICING AND PAYMENT TERMS

Payment is due upon execution of this Agreement as follows:

\$38,900 – due September 1, 2009

### OTHER TERMS

- Provider will provide up to three (3) days of on-site training upon execution of this agreement.
- Provider will deliver five (5) new Dell computers to Principal upon execution of this Agreement.

*Copy [unclear]  
August*

*Benefits only system  
provided.*



**FW: Stolen hits in Naperville, IL**

Dave Finley [dave.finley@leadsonline.com]

**Sent:** Wednesday, October 07, 2009 8:50 AM

**To:** Ogliore, Mia M.; Byrne, Thomas M.

---

Successes from the burbs...

Best,  
Dave

---

**From:** Quigley, Ann [mailto:QuigleyA@naperville.il.us]

**Sent:** Tuesday, October 06, 2009 9:12 PM

**To:** Erin Hunt

**Subject:** Stolen hits.

Hello Erin..

Before I forget, I figured I'd send off the hits I got.

They are all items that were pawned at Cash America in Aurora.

Ticket #18293 pawned on 9/15/09; Kodak easysshare camera, stolen out of Naperville  
Ticket #18248 pawned on 9/11/09; TomTom GPS, stolen out of the Kane County Forest Preserve  
Ticket #18067 pawned on 8/22/09; Garmin Nuvi GPS, stolen out of Aurora PD

The individual pawning these items is a Rachel B. Damian...

Ann

**FW: From David I. Schoeneman, President-Illinois Pawnbrokers Association**

Perfetti, Joseph F.

**Sent:** Monday, August 03, 2009 11:15 AM

**To:** Byrne, Thomas M.; Ogliore, Mia M.

---

**From:** Schoedad@aol.com [mailto:Schoedad@aol.com]

**Sent:** Wednesday, July 29, 2009 6:57 PM

**To:** Perfetti, Joseph F.

**Subject:** From David I. Schoeneman, President-Illinois Pawnbrokers Association

July 29, 2009

Dear Mr. Perfetti,

I have been asked to confirm that if CPD were to decide to use LeadsOnline for electronic reporting and investigations, that the Chicago pawnbrokers would indeed participate in the program. The answer is absolutely yes. I can not speak for the non-members of the Illinois Pawnbrokers Association, but our members will almost certainly jump on board. While I am a suburban pawnbroker I am a strong proponent of LeadsOnline. It has been an express position of the Illinois Pawnbrokers Association that we are fully in favor of, and endorse the use of LeadsOnline

The Illinois Pawnbrokers Association has for many years been supportive of the efficiency and productivity that LeadsOnline enables. LeadsOnline has been deployed in several Illinois jurisdictions over a number of years, and it has greatly benefited our working relationships with local law enforcement agencies. You may want to call Det. Chuck Weeden of the Lansing PD (708-895-7150) or Det. Dennis Karner of the Flossmoor PD (708-957-4500) to check on their experience with the program. I can tell you that LeadsOnline is the only such reporting system we, and the entire pawnbroking industry nationwide, are aware of that we support.

Many of our members are already reporting via LeadsOnline, either because their local law enforcement agencies use the system, or because they would like for them to begin using it rather than other less efficient processes, or because LeadsOnline automatically checks customer names against the US Department of Treasury's SDN list. The latter is a reason I use LeadsOnline, also that it helps Matteson, Park Forest, Crestwood and many other municipalities who would otherwise never see my records. Also, LeadsOnline does not charge pawnbrokers any fees, which our members obviously appreciate, and does not force us to pass along any fees to our customers, the people least able to afford it.

I and my association are pleased to help CPD in this effort. If you are interested in touring a pawnshop or meeting in person for any reason, I would welcome that opportunity. Thanks for considering our input.

Sincerely,

David I. Schoeneman G. G.  
President-Illinois Pawnbrokers Association  
Shane's-The Pawn Shop, Inc.  
413 W. Lincoln Hwy.  
Chicago Heights, IL 60411-2464  
708-747-1171  
708-747-1167 Fax  
[Schoedad@aol.com](mailto:Schoedad@aol.com)

---