

**THIRD AMENDMENT TO LEADSONLINE LLC  
AGENCY AGREEMENT**

This Third Amendment is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as “City”), pursuant to Ordinance Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_, and **LeadsOnline LLC**, (hereinafter referred to as “Provider”). Both City and Provider may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**WHEREAS**, the Parties entered into an Agreement on or about January 1, 2005, for access by the San Antonio Police Department to Provider’s confidential database, accessible through its website and available to law enforcement agencies for the purpose of identifying stolen merchandise (the “Agreement”); and

**WHEREAS**, the Agreement was extended through December 31, 2015, pursuant to Ordinance Number 2010-12-16-1059, and through December 31, 2020, pursuant to Ordinance Number 2016-03-03-0158; and

**WHEREAS**, the Texas Local Government Code indicates that competitive bidding is not required under section 252.022(a)(7)(A), which provides for any items that are available only from a sole source of supply; and

**WHEREAS**, the Parties now wish to amend the Agreement to allow five (5), additional renewal periods of one (1) year each, with the first renewal period under this amendment beginning January 1, 2021; and

**WHEREAS**, it is in the best interest of the City that an amendment of the Agreement now be executed; **NOW THEREFORE:**

City and Provider agree to amend the Agreement as follows:

**ARTICLE I  
AMENDMENTS**

The Agreement is hereby amended to add five (5) additional, one (1) year renewal periods, upon the same terms and conditions at the following annual prices:

<b>LeadsOnline PowerPlus Investigation System Service Package:</b>	<b>Price per Year</b>
01/01/21 - 12/31/21 (Renewal Year 1)	\$59,497.00
01/01/22 - 12/31/22 (Renewal Year 2)	\$61,282.00
01/01/23 - 12/31/23 (Renewal Year 3)	\$63,120.00
01/01/24 - 12/31/24 (Renewal Year 4)	\$65,014.00
01/01/25 - 12/31/25 (Renewal Year 5)	\$66,964.00
Total	\$315,877.00

**ARTICLE II**  
**PROVISIONS REMAIN IN EFFECT**

All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment, and any renewals thereof.

**ARTICLE III**  
**ENTIRE AGREEMENT**

The Agreement, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**EXECUTED** and **AGREED** to as of the dates indicated below.

**CITY OF SAN ANTONIO**

**LEADSONLINE LLC**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

Printed Name:

Norbert Dziuk

Printed

Name:

Dave Finley

Title:

Assistant Finance Director

Title:

CEO

Date:

\_\_\_\_\_

Date:

8/12/2020

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney