

**ORDER: APPROVE AGREEMENT WITH GOVEASE FOR TAX SALE**

Motion was made by Brent Larson, duly seconded by David Rikard, to approve agreement with GovEase for Tax Sale.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes  
Supervisor Larry Gillespie, voted yes  
Supervisor David Rikard, voted yes  
Supervisor Chad McLarty, voted yes  
Supervisor Mike Roberts, voted yes

After the vote, Vice President McLarty, declared the motion carried, this the 18<sup>th</sup> day of April, 2022.



**Chad McLarty, Vice President  
Board of Supervisors**



**Sherry Wallace, Clerical Clerk**

### **Amendment to Agreement for Online Auction Portal**

1. This amendment (the "Amendment") is made by GovEase Auction, LLC and Lafayette County, Mississippi, parties to the agreement: Agreement for Online Auction Portal (the "Agreement") dated June 9, 2017.
2. The Agreement is amended as follows: EXHIBIT A: SCOPE OF SERVICES and EXHIBIT B: FEES AND BILLING.
3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

GOVEASE AUCTION, LLC, a Mississippi  
limited liability company

By: \_\_\_\_\_

James C. Pittman, CEO & Owner

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

Lafayette County, Mississippi

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

**EXHIBIT A TO GOVEASE AUCTION, LLC'S ONLINE  
AUCTION PORTAL AGREEMENT SCOPE OF SERVICES**

GovEase will administer auctions on behalf of the Customer using the GovEase website. The term "web site" shall mean an Internet web site hosted by or at the expense of GovEase that will utilize GovEase's internet application to conduct online auctions on behalf of the Customer. The term "internet application" means the proprietary internet application software developed by GovEase to facilitate auctions using a process that replicates a live, public outcry auction that can be accessed through the web site. The procedures and technical requirements of the auction shall be substantially as described herein.

**Specific Actions to be Taken and Services to be Provided by GovEase**

1. GovEase will provide an online auction website that will utilize the internet application to make information available to third party users and to conduct online auctions using a process that replicates a live, public outcry auction.
2. GovEase will populate the web site and internet application with data provided by the Customer, including, but not limited to:
  - a. A list of properties with delinquent taxes (typically referred to as an advertising list);
  - b. Data on bidders who participated in previous auctions with the Customer (should this information be readily available); and
  - c. Additional available data (tax records, appraiser's website/links to GIS maps, if readily available from the Customer).
3. GovEase will provide commercially reasonable and necessary training for third party users.
4. GovEase shall provide a host server for the web site. The website will utilize GovEase's internet application, which is capable of accepting and processing competitive bids from third party users for auctions offered by the Customer. The Customer acknowledges that GovEase's server may not be dedicated exclusively to the web site. GovEase shall use its commercially reasonable best efforts to make the web site available during most regular business hours during each auction conducted pursuant to this Agreement and shall make all reasonable efforts not to schedule planned maintenance downtime to occur during any such auction during most such business hours. During each such auction, GovEase shall provide to the Customer the technical support necessary to facilitate the Customer's conduct of online auctions.
5. Dependent to the customer's selection in **Exhibit B(A)**, if the Customer chooses to handle payments within their office;
  - a. The Customer will maintain all auction proceeds, deposits, billing, and fee payments.
  - b. The Customer will maintain the process of all bidder approvals.
6. Dependent on the Customer's selection in **Exhibit B(A)**, if the Customer requests the option to have payments provided as an additional service to the online auction;
  - a. GovEase shall facilitate payments through the mutual partnership with Municipal Services Bureau (MSB). This shall include but is not limited to managing and maintaining all auction proceeds, deposits, billing, and fee payments as well as, refunding of deposits.
  - b. GovEase will handle all bidder approvals on behalf of the Customer under this agreement accompanying the Customer's registration requirements.

\_\_\_\_\_  
Initial Here

**EXHIBIT B TO GOVEASE AUCTION, LLC'S ONLINE  
AUCTION PORTAL AGREEMENT FEES AND BILLING**

1. For each auction administrated by GovEase under the terms of this Agreement on behalf of the Customer, the Customer shall pay or cause to be paid to GovEase a fee based on the Customer's selection in **Exhibit B(A)**.
2. GovEase will submit an invoice setting forth the amount of its fees pursuant to Section IV (4) of this Agreement for an auction conducted under this Agreement to the Customer within thirty (30) days of the conclusion of each such auction. The Customer hereby agrees to pay any such invoices in full within thirty (30) days of receiving said invoice.
3. Unless otherwise provided on GovEase's invoice or in other instructions that GovEase provides the Customer subsequent to the execution of this Agreement, payments shall be made to "GovEase Auction, LLC."
4. If the Customer selects on **Exhibit B(A)** the option of having payments provided as an additional service to the online auction;
  - a. GovEase in conjunction with MSB will work cooperatively to transmit the proceeds from the auction to the county once all funds have been settled and cleared.

\_\_\_\_\_  
Initial Here

**EXHIBIT B(A) TO GOVEASE AUCTION, LLC'S ONLINE  
AUCTION PORTAL AGREEMENT FEE TABLES - (MS)**

Customer Selections

*Check the box corresponding to which services you would like to receive.*

<b>Customer Handles Payments</b>		
<input type="checkbox"/>	<u>1.25%</u> of Auction Proceeds	<ul style="list-style-type: none"> <li>GovEase will assess a percentage listed to the left based on the gross amount of all Auction Proceeds of the auction. The Auction Proceeds are defined as the value of the taxes owed on the properties offered during the auction plus any and all overbids on said properties.</li> <li>The Customer shall pay any and all expenses incurred by GovEase in connection with the sale, including, but not limited to, statutory changes and third-party access fees.</li> <li>In no event shall GovEase's compensation payable under this Agreement for any tax sale exceed the aggregate overbids paid by all third-party users of the website in a particular tax sale.</li> <li>In no event will GovEase be liable to the Customer for non-payment by a bidder.</li> </ul>

<b>GovEase Facilitates Payments</b>		
<input checked="" type="checkbox"/>	<u>2%</u> of Auction Proceeds	<ul style="list-style-type: none"> <li>GovEase will assess a percentage listed to the left based on the gross amount of all Auction Proceeds of the auction. The Auction Proceeds are defined as the value of the taxes owed on the properties offered during the auction plus any and all overbids on said properties.</li> <li>The Customer shall pay any and all expenses incurred by GovEase in connection with the sale, including, but not limited to, statutory changes and third-party access fees.</li> <li>In no event shall GovEase's compensation payable under this Agreement for any tax sale exceed the aggregate overbids paid by all third-party users of the website in a particular tax sale.</li> <li>In no event will GovEase be liable to the Customer for non-payment by a bidder.</li> <li>GovEase will work with the Customer to determine if bidder deposits are required.</li> <li>All fees associated with a bidder's payment will be paid by the bidder. This includes, but is not limited to, convenience fees for credit and debit, and service fees for ACH/e-check.</li> <li><b>MSB will deduct the GovEase fee from the Auction Proceeds and transmit to GovEase directly.</b></li> </ul>





Initial Here



## GovEase Auction Payments

---

With GovEase Auction Payments, Auction Day can be even more stress-free. GovEase will:

-  Vet and approve all bidders
-  Collect all bidder payments via an intuitive payment portal
-  Accept Credit/Debit, ACH, and Wire Transfers
-  Remit all funds to the County within 10 days of the auction conclusion