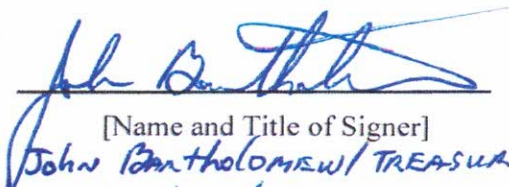



Amendment to Professional Services Contract for Online Auction Portal

1. This Amendment (the "Amendment") is made by GovEase, LLC, and Humboldt County Treasurer, parties to the agreement: Professional Services Contract for Online Auction Portal (the "Agreement") dated September 21, 2021.
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 conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.



[Name and Title of Signer]
John Bartholomew / TREASURER
12/20/2021

[Date]



Trey Pittman, CEO & Owner
12-20-21

[Date]

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

GovEase will administer tax sales 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 tax sales on behalf of the Customer. The term "internet application" means the proprietary internet application software developed by GovEase to facilitate tax sales 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 tax sales shall be substantially as described herein.

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

1. GovEase will provide an online tax auction website that will utilize the internet application to make information available to third party users and to conduct online tax sales 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, pending tax liens on the property, appraiser's web site and links to Geographic Information Systems 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 tax sales offered by 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 tax sale conducted pursuant to this Agreement and shall make all reasonable efforts not to schedule planned maintenance downtime to occur during any such tax sale during most such business hours. During each such tax sale, GovEase shall provide Auction Administrator(s) to the Customer and the technical support necessary to facilitate the Customer's conduct of online tax sales.
5. If the Customer provides GovEase with an advertisement list, GovEase will post the advertisement list to its website to be viewed by the public.
6. 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 tax sale proceeds, deposits, billing, and fee payments as well as, refunding of deposits.
7. GovEase will handle all bidder approvals on behalf of the Customer under this agreement accompanying the Customer's registration requirements.


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

1. In accordance with CA Rev & Tax Code § 3692.2, a public auction conducted by electronic media, including the Internet, to sell property under this chapter shall have at least the following operational components:
 - a. A component that allows bids to be submitted by computer; and
 - b. A component that authorizes the tax collector to accept bids for as long as he or she deems necessary.
2. In accordance with CA Rev & Tax Code § 3691-3731.1 and in consideration of the services to be rendered by GovEase to the Customer as set forth in this Agreement, for each tax sale 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 of \$150 per parcel. This fee will be assessed 30 days prior to the date of the tax sale, at which time the delinquent parcels will be posted on the GovEase auction portal.
3. 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. MSB will transmit the 3% buyer's premium to GovEase directly.
4. Any deposits from bidders who have defaulted on payment of purchase(s) will also be included in the final proceeds transmitted to the county.
5. GovEase will EITHER pay the Documentary Transfer Tax on behalf of the purchaser OR calculate and assess the Documentary Transfer Tax associated to the purchase price of each parcel paid by each winning bidder.
6. GovEase will charge a \$35 bidder registration fee to all bidders that is non-refundable.
7. GovEase will receive no fee for parcels which are offered for sale but receive no bid.
8. GovEase will not charge the Customer a setup fee.
9. GovEase will not charge a re-list fee for secondary or "re-list" auctions within 90 days of the original auction date.
10. GovEase will not charge alteration fees for any reasonable changes made to the parcel listing requested by the Customer.
11. GovEase will submit an invoice setting forth the amount of its fees pursuant to Section V (5) of this Agreement for a tax sale conducted under this Agreement to the Customer within thirty (30) days of the conclusion of each such tax sale. The Customer hereby agrees to pay any such invoices in full within thirty (30) days of receiving said invoice.
12. Unless otherwise provided on GovEase's invoice or in other instructions that GovEase provides to the Customer subsequent to the execution of this Agreement, payments shall be made to "GovEase Auction, LLC."


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