

**SOFTWARE LICENSE AND SUPPORT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
GOVEASE AUCTION, LLC
FOR FISCAL YEARS 2021-2022 THROUGH 2023-2024**

This Agreement, entered into this 21 day of September, 2021, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and GovEase Auction, LLC, a Mississippi limited liability company, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Treasurer-Tax Collector's Office, desires to retain a qualified professional to provide internet advertising services related to the sale of tax defaulted properties in Humboldt County; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the electronic payment services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF CONTRACTOR:
 - A. Grant of Internet License. Subject to the terms and conditions of this Agreement, CONTRACTOR hereby grants to COUNTY a limited, terminable, non-transferable and non-exclusive license to access and use CONTRACTOR's website and internet application solely in conjunction with COUNTY's billing, collection and administration of the relevant taxes and sales of tax defaulted properties. As used herein, the term "Tax Defaulted Properties" means properties located in Humboldt County, California that are subject to delinquent tax debts which are to be auctioned off for purposes of collecting these tax debts on behalf of COUNTY.
 - B. Grant of Trademark License. Subject to the terms and conditions of this Agreement, CONTRACTOR hereby grants COUNTY a limited, non-exclusive, non-transferable and terminable license to use CONTRACTOR's Trademarks solely in connection with COUNTY's promotion of the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR hereby represents that it has obtained, and will maintain throughout the term of this Agreement, any and all intellectual property rights required for COUNTY's use of CONTRACTOR's Trademarks. CONTRACTOR hereby agrees to indemnify COUNTY against any and all claims that CONTRACTOR's Trademarks infringe the intellectual property rights of any third party.
 - C. Provision of Internet Advertising Services to be Rendered. CONTRACTOR hereby agrees to provide the internet advertising services set forth in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR hereby agrees to fully cooperate with the Humboldt County Treasurer-Tax Collector, or a designee thereof.

- D. Proprietary Rights. It is hereby understood and agreed that CONTRACTOR owns all rights, title and interest in and to the website, internet application, and all documents, files, reports, data summaries, work papers and working documentation, electronic or otherwise, created by or on behalf of CONTRACTOR in connection with the licenses and services to be provided pursuant to this Agreement, as well as the related source code including copyright, trade secret, patent, trademark and other proprietary rights and all customizations, enhancements, modifications, improvements, derivations or other variations thereof. This Agreement does not transfer to COUNTY under any circumstances any of CONTRACTOR's ownership rights in the web site, internet application or the related source code.
- E. Limited Warranty. CONTRACTOR hereby represents and warrants that the website and internet application licensed hereunder will be provided in a professional and workmanlike manner consistent with industry standards, and shall be free of defects. However, CONTRACTOR does not warrant that the website and internet application licensed will be uninterrupted or error free. In the event that failures or defects arise with the web site or internet application, CONTRACTOR will, at no charge to COUNTY, make any necessary corrections to the web site and/or internet application so that the web site performs substantially as required under the terms of this Agreement, and will use its best efforts to make such necessary corrections applicable within twenty-four (24) hours after being notified of any failures or defects in the web site, provided that COUNTY provides CONTRACTOR with information necessary and sufficient to correct such failure or defect upon CONTRACTOR's request. In the event CONTRACTOR is not able to make any necessary corrections within twenty-four (24) hours, CONTRACTOR will confer with COUNTY to advise on the status of problem resolution and anticipated time of correction.

2. RIGHTS AND RESPONSIBILITIES OF COUNTY:

Subject to the terms and conditions of this Agreement, COUNTY hereby grants to CONTRACTOR a limited, non-exclusive, non-transferable and terminable license to use COUNTY's logos solely in connection with the services provided pursuant to the terms and conditions of this Agreement. COUNTY hereby represents that it has obtained, and will maintain throughout the term of this Agreement, any and all intellectual property rights required for CONTRACTOR's use of COUNTY's logos. COUNTY hereby agrees to indemnify CONTRACTOR against any and all claims that COUNTY's logos infringe the intellectual property rights of any third party.

3. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until June 30, 2024, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Termination for Cause. Either party may terminate this Agreement, in the event the other party materially defaults in performing any obligation under this Agreement, including, without limitation, the confidentiality and intellectual property requirements set forth herein, or violates any local, state or federal laws, regulations or standards applicable to its performance hereunder, and such default or violation continues uncured for a period of sixty (60) days following written notice thereof.
- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.

- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated licenses and services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.
- E. Effect of Termination. Any and all licenses granted hereunder shall immediately terminate upon the termination of this Agreement, and COUNTY shall have no rights to continue use of the services provided pursuant to the terms and conditions set forth herein.
- F. Return of Property. Upon termination of this Agreement, each party shall promptly return any and all proprietary information or intellectual property of the other party held thereby, and provide a certificate of delivery and nondisclosure, to the other party.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all licenses and services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be for the COUNTY to pay or cause to be paid to CONTRACTOR a fee of One Hundred Fifty-Dollars (\$150.00) per parcel posted on CONTRACTOR's auction portal. CONTRACTOR hereby agrees to provide any and all licenses and services required by this Agreement for an amount not to exceed such maximum dollar amount per parcel. CONTRACTOR shall charge a maximum amount of three percent (3%) buyer's premium from each winning bidder to collect all deposits and payments. CONTRACTOR shall charge a maximum amount non-refundable bidder registration fee of Thirty-Five Dollars (\$35.00) to all bidders.
- B. Rate of Compensation. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Licenses and Services. Any additional licenses and/or services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

6. BILLING AND PAYMENT REQUIREMENTS:

- A. Invoices. CONTRACTOR shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred, pursuant to the terms and conditions of this Agreement within thirty (30) days after the end of each month. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit C

– Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Treasurer-Tax Collector's Office
Attention: Shannon Wilson, [Administrative Services Officer]
825 Fifth Street
Eureka, California 95001

- B. Payment. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. COUNTY shall have the right to reasonably and in good faith dispute any portion of any amount billed by CONTRACTOR. If COUNTY believes that CONTRACTOR has billed COUNTY incorrectly, COUNTY must contact CONTRACTOR no later than thirty (30) days after the date on the invoice in which the error or problem appeared, in order to receive an adjustment or credit. Such notification shall include written documentation which identifies and substantiates the disputed amount. Notwithstanding the foregoing, COUNTY shall submit to CONTRACTOR, prior to the invoice due date, full payment of the undisputed portion of any fees billed by CONTRACTOR. Any and all payments made pursuant to the terms and conditions of this Agreement shall be sent to CONTRACTOR at the following address:

CONTRACTOR: GovEase Auction, LLC
Attention: Trey Pittman, CEO & Chairman
2080 Main Street, 2nd Floor
Madison, Mississippi 39110

- C. Late Payments. CONTRACTOR shall not be obligated to provide any services pursuant to the terms and conditions of this Agreement in the event COUNTY is more than ninety (90) days delinquent in paying any undisputed invoices. CONTRACTOR shall provide COUNTY with fifteen (15) days advance written notice that it will cease providing services pursuant to the terms and conditions of this Agreement unless delinquent invoices are paid in full.

7. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Treasurer-Tax Collector's Office
Attention: Shannon Wilson, [Administrative Services Officer]
825 Fifth Street, Room 125
Eureka, California 95501

CONTRACTOR: GovEase Auction, LLC
Attention: Trey Pittman, Chief Executive Officer
2080 Main Street, 2nd Floor
Madison, Mississippi 39110

8. REPORTS:

CONTRACTOR hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR hereby agrees to timely prepare accurate and complete financial and performance and payroll records, documents and other evidence relating to the licenses and services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years after the expiration or termination of this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. CONTRACTOR hereby agrees to make any and all records, documents, conditions and activities related to the licenses and services provided pursuant to the terms and conditions of this Agreement available during normal business hours to inspection, audit and reproduction by COUNTY, the California State Auditor and any other duly authorized local, state and/or federal agencies for a period of three (3) years after the expiration or termination of this Agreement. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY, the California State Auditor and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the licenses and/or services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

CONTRACTOR hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR shall, where reasonable, cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing, evaluating, assessing or determining the adequacy of CONTRACTOR's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Proprietary Information. It is hereby understood and agreed that the website and internet application licensed under this Agreement is owned by CONTRACTOR and constitutes a valuable trade secret belonging to CONTRACTOR. It is also expressly understood and agreed that: the software used to develop and operate the web site and internet application licensed under this Agreement; any related materials and documentation provided by CONTRACTOR, including, without limitation, information related to security, functionality or other technical aspects of the web site and internet application; the non-public pages of the web site; and all documents, files, reports, data summaries, work papers and working documentation, electronic or otherwise, created by or on behalf of CONTRACTOR in connection with the licenses and/or services to be provided by CONTRACTOR pursuant to the terms and conditions this Agreement constitute a valuable proprietary product and trade secret of CONTRACTOR embodying substantial creative efforts and confidential information, ideas and expressions. It is further understood and agreed that each party may receive certain proprietary business and technical information (“Proprietary information”) of the other party in the performance this Agreement. Each party shall use and disclose only the minimum amount of Proprietary Information necessary to accomplish the intended purpose of this Agreement. Each party hereby agrees to hold any and all Proprietary Information obtained pursuant to the terms and conditions of this Agreement in strictest confidence and take such steps as are reasonably necessary to protect the confidentiality of such Proprietary Information in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards. Such steps shall include, without limitation, refraining from taking any action in derogation of CONTRACTOR’s ownership rights in the web site, internet application and other proprietary materials provided under this Agreement and taking actions similar to those taken with respect to protecting other third-party confidential information in each party’s possession.
- B. Disclosure of Personally Identifiable Information. In the performance of this Agreement, each party may receive personally identifiable information that is confidential under local, state or federal law. Each party hereby agrees to protect any and all personally identifiable information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- C. Disclosure of Unrestricted Information. The prohibitions contained in this provision shall not apply to information which:
1. Is known by the recipient prior to its receipt from the disclosing party or is, or becomes, public knowledge without the fault of the recipient.
 2. Is received from a source other than a party to this Agreement without causing a breach of

the terms and conditions of this Agreement.

3. Is independently developed by a party without causing a breach of the terms and conditions of this Agreement.
4. Is required to be disclosed by court order or applicable law, including, without limitation, the California Public Records Act, provided that advance notice of the disclosure is provided to other party.

D. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations, policies, procedures and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving, and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMLA and any other applicable local, state and federal laws, regulations, policies, procedures or standards.

12. NON-DISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state and federal laws, regulations and standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, shall abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components

as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

14. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides any services pursuant to the terms and conditions of this Agreement will:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

15. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, and employees from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with applicable local, state, or federal laws, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY. To the extent CONTRACTOR is prohibited, by statute or ordinance, from the foregoing indemnification obligations, CONTRACTOR shall indemnify COUNTY to the extent permissible.
- B. Third Party Software Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY from liability to third parties resulting from infringement by the web site

and/or internet application licensed under this Agreement of any patent or copyright or misappropriation of any trade secret, provided CONTRACTOR is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. If, due to a claim of infringement, the web site and/or internet application licensed under this Agreement are believed by CONTRACTOR to be infringing, CONTRACTOR may, at its option and expense, replace or modify the web site and/or internet application to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, obtain a license which allows COUNTY to continue using the web site and/or internet application or terminate this Agreement and provide COUNTY a refund of any prepaid, unused fees.

- C. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. CONTRACTOR will not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If CONTRACTOR's responsibilities are changed in such a way that driving will be required during the performance of the services set forth herein, CONTRACTOR shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.

4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than One Million Dollars (\$1,000,000.00) for each occurrence (Two Million Dollars (\$2,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the licenses and services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as “XCU Hazards.”
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer’s liability.
4. For claims related to this Agreement, CONTRACTOR’s insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR’s insurance and will not be used to contribute therewith.
5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required

policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

- C. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: GovEase Auction, LLC
Attention: Trey Pittman, CEO & Chairman
2080 Main St., 2nd Floor
Madison, Mississippi 39110

17. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

18. APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each party hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the licenses and services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. Each party hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the licenses and services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. Each party hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. Each party hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and

any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

19. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

20. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by either party in violation of this provision shall be void and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service Agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

22. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement. In such a scenario, the parties agree to work in good faith to amend the unenforceable term or terms to comply with the applicable law and to reflect the parties' intention, if necessary.

23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute relating hereto shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

29. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from each of the parties hereto prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. Each party shall inform the other party of any and all requests for interviews by the media related to this Agreement before such interviews take place; and each party shall be entitled to have a representative present at such interviews. Any and all notices required by this provision shall be given in accordance with the notice requirements set forth herein.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

32. SURVIVAL OF PROVISIONS:

The obligations set forth in Section 4(D) – Compensation upon Termination, Section 4(E) – Effect of Termination, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 15 – Indemnification shall survive the expiration or termination of this Agreement.

33. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

36. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing. If the provision of services under this Agreement is delayed by such an event or condition, CONTRACTOR will promptly notify COUNTY thereof. CONTRACTOR will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

37. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

38. NON-EXCLUSIVITY:

Each party hereto shall have any and all rights and remedies available to them under any and all applicable local, state and federal laws and regulations. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently.

39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by

manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

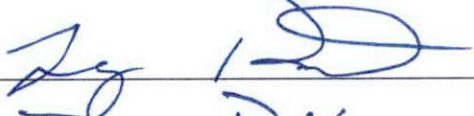
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.


TWO SIGNATURES ARE REQUIRED FOR LIMITED LIABILITY COMPANIES PURSUANT TO THE CALIFORNIA CORPORATIONS CODE:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER; OR
- (3) ANY OTHER AUTHORIZED OFFICIAL OR EMPLOYEE

GOVEASE AUCTION, LLC:

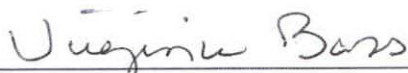
By: 
Name: Trey P. Homan
Title: CEO

Date: 9-3-21

By: 
Name: David Myers
Title: VP, Business Development


Date: 9/3/21

COUNTY OF HUMBOLDT:

By: 
Virginia Bass, Chair
Humboldt County Board of Supervisors

Date: 9/21/21

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 09/03/2021

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Sample Invoice Form

EXHIBIT A
SCOPE OF SERVICES
GovEase Auction, LLC
For Fiscal Years 2021-2022 through 2023-2024

CONTRACTOR shall provide a custom web site to administer tax sales and collect deposits and payments associated with the tax sale on behalf of COUNTY. The term "web site" shall mean an Internet web site hosted by or at the expense of CONTRACTOR that will utilize CONTRACTOR's internet application to conduct online tax sales on behalf of COUNTY. The term "internet application" means the proprietary internet application software developed by CONTRACTOR 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 CONTRACTOR:

1. CONTRACTOR will work with COUNTY to determine the development timeline of the web site and to gather information required to build the web site.
2. CONTRACTOR will build a tax sales web site 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.
3. CONTRACTOR will populate the web site and internet application with data provided by COUNTY, 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; 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 available).
4. CONTRACTOR will provide training for third party users including an online tax sale demonstration, practice tax sales and an on-site Bidder Orientation Session (at COUNTY's discretion).
5. CONTRACTOR shall provide a host server for the web site. The web site will utilize CONTRACTOR's internet application, which is capable of accepting and processing competitive bids from third party users for tax sales offered by COUNTY. COUNTY acknowledges that CONTRACTOR's server may not be dedicated exclusively to the web site. CONTRACTOR shall use its best efforts to make the web site available during all regular business hours during each tax sale conducted pursuant to this Agreement and shall not schedule planned maintenance downtime to occur during any such tax sale in normal business hours. During each such tax sale, CONTRACTOR shall provide Auction Administrator(s) and the technical support necessary to facilitate COUNTY's conduct of online tax sales.
6. CONTRACTOR will include on the web site terms and conditions, with appropriate disclaimers, to which third party users will be required to give assent. Each party will have the right to reasonably approve the terms and conditions or disclaimers that are included within the web site.

7. On the date when properties with delinquent taxes are advertised in local newspapers (the "advertising dates"), CONTRACTOR will post the same list on the web site. It will be at COUNTY's discretion to post such list solely on CONTRACTOR's website. The timing and frequency of tax sales conducted pursuant to this Agreement shall be determined by COUNTY in accordance with applicable law.
8. Each tax sale conducted by CONTRACTOR on behalf of COUNTY under this Agreement shall proceed as follows: On the date that COUNTY has determined that a tax sale will begin, at a time as instructed by COUNTY, and continuing from day to day until all parcels have been offered for sale, the delinquent tax properties shall be sold on CONTRACTOR's web site. Third party users can submit bids by using the web site to perform all tasks normally associated with the tax sale including: researching tax history; submitting registration forms and other information as specified by COUNTY; submitting bids; viewing; and downloading auction results.
9. CONTRACTOR will manage and maintain all tax sale proceeds, deposits, billing and fee payments internally. CONTRACTOR will be responsible for refunding all non-winning bidder deposits. CONTRACTOR will remit payment to COUNTY within ten(10) business days following the winning bidder payment the deadline.
10. CONTRACTOR will handle all bidder registrations/approvals on behalf of COUNTY under this agreement accompanying COUNTY's registration requirements.

EXHIBIT B
SCHEDULE OF RATES
GovEase Auction, LLC
For Fiscal Years 2021-2022 through 2023-2024

In accordance with California Revenue and Taxation Code Section 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.
 - b. A component that authorizes the tax collector to accept bids for as long as he or she deems necessary.
2. In accordance with California Revenue and Taxation Codes Sections 3691-3731.1, and in consideration of the services to be rendered by CONTRACTOR as set forth in this Agreement, for each tax sale administrated by CONTRACTOR under the terms of this Agreement on behalf of COUNTY, COUNTY shall pay or cause to be paid to CONTRACTOR a fee of One Hundred Fifty-Dollars (\$150.00) per parcel. This fee will be assessed thirty (30) days prior to the date of the tax sale, at which time the delinquent parcels will be posted on CONTRACTOR's auction portal.
 3. CONTRACTOR will collect all payments in regard to the auction services on behalf of COUNTY to include bidder deposits and bidder payments. CONTRACTOR will charge a three percent (3%) buyer's premium to collect all deposits and winning bidder payments.
 4. CONTRACTOR will be responsible for refunding all non-winning bidder deposits.
 5. CONTRACTOR will remit payment to COUNTY within ten (10) business days following the winning bidder payment the deadline.
 6. CONTRACTOR will charge a non-refundable bidder registration fee of Thirty-Five Dollars (\$35.00) to all bidders.
 7. CONTRACTOR will receive no fee for parcels which are offered for sale but receive no bid.
 8. CONTRACTOR will not charge COUNTY a setup fee.
 9. CONTRACTOR will not charge a re-list fee for secondary or "re-list" auctions within ninety (90) days of the original auction date.
 10. CONTRACTOR will not charge alteration fee for any changes made to the parcel listing requested by COUNTY.

EXHIBIT C
SAMPLE INVOICE FORM
GovEase Auction, LLC
For Fiscal Years 2021-2022 through 2023-2024

Please see attached sample invoice forms

GovEase Auction LLC
 2080 Main Street, Suite 200
 Madison, MS 39110 US
 tpittman@govease.com

Invoice



BILL TO
 Clerk & Master
 Tennessee County, TN
 1000 Main Street
 Second Floor
 Anywhere, TN 12345

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1024	03/12/2021	\$0.00	04/11/2021	Net 30	

DATE	DESCRIPTION	QTY	RATE	AMOUNT
03/04/2021	TN - Tax Deed Auction	248	175.00	43,400.00
GovEase Tax Auction 03-04-2021				43,400.00
	PAYMENT BALANCE DUE			\$0.00

PAID

GovEase Auction LLC
 2080 Main Street, Suite 200
 Madison, MS 39110 US
 tpittman@govease.com

Invoice



BILL TO

Clerk & Master
 Tennessee County, TN
 1000 Main Street
 Second Floor
 Anywhere, TN 12345

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1024	03/12/2021	\$0.00	04/11/2021	Net 30	

DATE	DESCRIPTION	QTY	RATE	AMOUNT
03/04/2021	TN - Tax Deed Auction	248	175.00	43,400.00
GovEase Tax Auction 03-04-2021				43,400.00
	PAYMENT			43,400.00
	BALANCE DUE			\$0.00

PAID

GovEase Auction LLC
 2080 Main Street, Suite 200
 Madison, MS 39110 US
 tpittman@govease.com

Invoice



BILL TO
 Tax Collector
 Mississippi County, MS
 P.O. Box 9
 Anywhere, MS 39992

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1042	04/05/2021	\$0.00	05/05/2021	Net 30	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
04/05/2021	MS - Tax Lien Auction	MS - Tax Lien Auction Fee	3,933,409.22	0.0125	49,167.62
GovEase Auction 4/5/2021					49,167.62
					\$0.00

PAID
 PAYMENT
 BALANCE DUE