

SECOND AMENDMENT OF THE AGREEMENT FOR
LIVE AUCTION SERVICES-COUNTYWIDE

THIS SECOND AMENDMENT OF THE AGREEMENT FOR LIVE AUCTION SERVICES-COUNTYWIDE is made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Royal Auction Group, Inc. ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement to purchase live auction services, through Solicitation No. RFP170427TJM, with Vendor on the 22nd day of May, 2018 ("Agreement"); and,

WHEREAS, after the execution of the Agreement the COVID-19 pandemic caused government mandated social distancing requirements making it impossible for the Vendor to conduct the live auction services as anticipated; and,

WHEREAS, the County wants to add online auction services to the Exhibit A. Scope of Services for the Agreement; and,

WHEREAS, pursuant to Article XIV. Miscellaneous of the Agreement, the Parties desire to modify the Agreement to add the online auction services.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The Parties agree that the first WHEREAS clause of the Agreement shall be superseded by the following:

"WHEREAS, the County intends to purchase live and online auction services from the Vendor in connection with "Online Auction/Live Auction Services-Countywide" (the "Purchase");"

[The remainder of this page intentionally left blank.]

2. The Parties agree that Exhibit A. Scope of Services shall be superseded by the following:

**EXHIBIT A
SCOPE OF SERVICES**

Vendor shall provide live and online auction services on an as-needed basis as described in RFP170427TJM and its addendum, and as further described in this Agreement and the Vendor's Submittals. Vendor shall also provide the additional services as described below. For purposes of this Agreement, Buyer is defined as the third-party purchaser of the auctioned item.

Government Consignor Transportation Charges:

- Vendor will transport any asset to the Vendor's auction site within Lee County at no cost to the County.

De-identification and Detailing:

- At the request of the County, the Vendor shall de-identify any County logos, asset numbers, or place cards along the interior and exterior detailing of asset.
- Vendor shall use only professional tools to complete this process. No razor blades, paint, or other damaging tools shall be used in the process.

Light Mechanical Work:

- Vendor, upon approval from County, shall maintain or replace batteries, provide fuel and lubrication, and/or complete light mechanical options (e.g., starters, fuel pumps, etc.) in pursuit of achieving more value for that asset at no cost to the County.

Administrative and Title Paperwork:

- Vendor shall:
 - conduct a thorough inspection
 - take photos and videos of assets
 - create auction lots
 - collect payment
 - conduct a title transfer from County to Buyer
 - collect all auction payments from Buyers

Vendor will also order vehicle tags from the DMV at cost to the County or Buyer.

Asset Appraisal:

- Vendor's team shall provide current market appraisals of the County's assets upon request.

Government Consignor Advertising and Marketing:

Vendor shall provide auction marketing at no cost to the County. Marketing done by the Vendor shall include:

- Implementation of a marketing budget of \$25,000-\$35,000, paid by Vendor solely with no cost to the County.
- Running ads on Proxibid's front page for upcoming auctions
- A monthly ad in *Farmer and Rancher* publications online and in print
- A radio ad through Time Line Communications on 92.9 periodically, as well as on ESPN and Fox News Sirius Radio
- Billboards and banners on Alico Rd. in Fort Myers
- Advertisements in newspapers that are local to the County
- Ads on Facebook and other social media outlets
- Auction promotional emails to over 20,000 current and prior customers on a regular basis
- Mailing over 10,000 brochures/flyers prior to every auction
- Calls to all Vendor customers and consignors a few weeks before auction to answer any questions

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this Second Amendment of the Agreement has been signed and sealed,
in duplicate, by the respective parties hereto.

DATED this 28 day of September, 2020 by the Lee County Board of County
Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: 

Mary G. Tucker

Director of Procurement Management, on
behalf of the Board of County
Commissioners

APPROVED as to Form for the Reliance of
Lee County Only

BY: 

County Attorney's Office

DATED this 4TH day of SEPTEMBER, 2020 by Royal Auction Group, Inc.

ATTEST:

BY: 

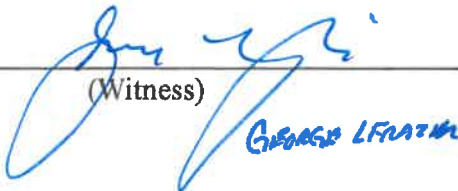
Authorized Signature


Brandon Roy, President

Authorized Signature Printed Name


President

Authorized Signature Title


(Witness)
GEORGE L. FRAZIER

CORPORATE SEAL: