

Agreement for Services #6013

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Bid4Assets, Inc., a Maryland corporation duly qualified to conduct business in the State of California, whose principal place of business is 8757 Georgia Avenue, Suite 520, Silver Spring, MD 20910 (hereinafter referred to as "Bid4Assets").

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a consultant to provide internet advertising and auction services of tax-defaulted properties;

WHEREAS, Bid4Assets has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operations, advertises and holds itself as such, is in possession of a valid business license, if required, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Bid4Assets are in the public's best interest and that these services are more economically and feasibly performed by outside independent Consultants, in accordance with El Dorado County Ordinance Code, Section 3.13.030, by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and Bid4Assets mutually agree as follows:

ARTICLE I

A. **Contract Documents.** The complete Agreement (hereinafter "Agreement") between the parties consists of and is set forth in the Contract Documents. The Contract Documents consist of: 1) Agreement for Services #6013, 2) Exhibit A, "Scope of Work", 3) Exhibit B, Terms of Service, and 4) Exhibit C, "Bid4Assets Service Fees." All obligations of the parties are contained in the Contract Documents, and by acceptance of this Agreement the parties hereto agree to be bound by the provisions of all of said documents. In the event of any conflict between or among the terms and conditions of this Agreement and the documents referred to and incorporated herein, such conflict shall be resolved by giving precedence in the order of priority identified above, beginning with document 1) and ending with document 4).

B. **Scope of Work.** Bid4Assets is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Bid4Assets agrees to furnish, at Bid4Assets's own cost and expense, all personnel, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement,

including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Bid4Assets shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Bid4Assets is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

C. **Exclusive Agreement to Sell.** County hereby hires Bid4Assets to be the exclusive venue to facilitate the sale and transfer of tax-defaulted real property assets (hereinafter referred to as the “Assets,” “Parcels” or “Properties”) of County listed on Bid4Assets online venue (the “Website” or “Site”). County warrants that County is authorized to sell the Assets. County agrees that Bid4Assets services are provided solely in accordance with the terms of this Agreement and further agrees to be bound by the Bid4Assets Terms of Service as contained in Exhibit B, Terms of Service. This Agreement supersedes any conflicting stipulations outlined in the Terms of Service. Bid4Assets agrees to utilize its Site to facilitate the sale and transfer (the “Auction”) between County and the network of potential bidders who have registered to be bidders with Bid4Assets (the “Buyer” or the “Buyers”).

D. **Time to Provide Asset Information.** In order to effectively list the Assets for sale, County must provide documentation and due diligence information regarding the Assets (the “Information”) by ten (10) business days prior to the date the Assets are to be posted on the Bid4Assets Site. This delivery date is hereafter referred to as the “Information Delivery Date.” Additional time to post Assets may be required by Bid4Assets when five hundred (500) or more Assets are submitted for posting simultaneously. The information (the “Information”) to be posted should include:

- Description of each asset or lot of items to be sold, including APN/ATN number, tax rate and area, street address (where applicable), among other data
- Pictures of the assets, if available
- Any special features of Asset
- Terms of sale
- Other information that can assist the bidders in making an informed purchase decision.
- If applicable, minimum prices for each asset or lot of items.

E. **Auction Date.** Provided that the Information is delivered to Bid4Assets by the Information Delivery Date, the Auction shall be listed and advertised in a Preview Period prior to the start of the Auction. The Auction will continue for a period of one (1) to five (5) days after commencement of the Auction. The Auction may be reopened and closed beyond the original Auction, and within forty-five (45) days of the original Auction, if any parcels that are bid on fail to settle with a cash payment.

F. **Marketing of the Assets.** Bid4Assets will provide standard marketing services of direct email notification to users in our buyer base interested in assets similar to County’s, and placement of the Asset offerings in the applicable asset channel page of the Bid4Assets Website. Additional marketing may include newspaper advertising in local publications and press releases to local and national media outlets. Bid4Assets is required to obtain prior approval from County of all press releases. County will post notices of sale as required by law for California tax-defaulted land sales and may post sale notices on properties to be sold.

G. **Additional Financial Services:** County agrees to have Bid4Assets supply pre-bid deposit and payment processing services, as set forth in Exhibit C, Bid4Assets Service Fees.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire on December 31, 2028, unless sooner terminated as hereinafter.

ARTICLE III

Compensation for Services: No payment shall be made by County to Bid4Assets under this Agreement. Bid4Assets shall be entitled to collect fees for auction services in accordance with this Agreement as specified in Exhibit C, Bid4Assets Service Fees. County agrees to have Bid4Assets supply pre-bid deposit and payment processing services, as set forth in Exhibit C.

ARTICLE IV

Taxes: Bid4Assets certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Bid4Assets to County. Bid4Assets agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Bid4Assets, and Bid4Assets may perform similar work or services for others. However, Bid4Assets shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Bid4Assets's responsibilities or hinder Bid4Assets's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE VII

Confidentiality: Bid4Assets shall maintain the confidentiality and privileged nature of all records together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Bid4Assets, and all Bid4Assets's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Treasurer-Tax Collector Department for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE VIII

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Bid4Assets is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Bid4Assets exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Bid4Assets. Those persons will be entirely and exclusively under the direction, supervision, and control of Bid4Assets.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Bid4Assets performs the work or services for accomplishing the results. Bid4Assets understands and agrees that Bid4Assets lacks the authority to bind County or incur any obligations on behalf of County.

Bid4Assets, including any subcontractor or employees of Bid4Assets, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Bid4Assets shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Bid4Assets. Bid4Assets shall not be subject to the work schedules or vacation periods that apply to County employees.

Bid4Assets shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Bid4Assets provides for its employees.

Bid4Assets acknowledges that it has no authority to bind County or incur any obligations on behalf of County with regard to any matter, and shall not make any agreements or representations on County's behalf.

ARTICLE IX

Termination: Default, Termination, and Cancellation:

A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default and that notice shall state the following:

1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Bid4Assets shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Bid4Assets, the excess costs to procure from an alternate source.
2. County shall pay Bid4Assets the sum due to Bid4Assets under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Bid4Assets under this Agreement and the balance, if any, shall be paid to Bid4Assets upon demand.

3. County may require Bid4Assets to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
2. A representation or warranty made by either party in this Agreement proves to have been false or misleading in any respect.
3. Either party fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless the other party agrees, in writing, to an extension of the time to perform before that time period expires.
4. A violation of ARTICLE XVII, Conflict of Interest.

B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Bid4Assets.

C. Ceasing Performance: County may terminate this Agreement immediately in the event Bid4Assets ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, Exhibit C, Bid4Assets Service Fees, and the obligation to pay for services already rendered by Bid4Assets, Inc., shall survive any termination of this Agreement.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Treasurer-Tax Collector Department
360 Fair Lane
Placerville, California 95667

Attn.: Cami Roberts
Assistant Treasurer-Tax Collector

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Bid4Assets shall be addressed as follows:

To Bid4Assets:

Bid4Assets, Inc.
Attn: Jesse Loomis, President
8757 Georgia Avenue, Ste. 520
Silver Spring, Maryland 20910

ARTICLE XI

Audit, Inspection and Retention of Records: Bid4Assets agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Bid4Assets shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Bid4Assets shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. Bid4Assets will provide copies of any above stated records as requested by County. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

ARTICLE XII

Change of Address: In the event of a change in address for Bid4Assets's principal place of business, Bid4Assets's Agent for Service of Process, or Notices to Bid4Assets, Bid4Assets shall notify County in writing as provided in ARTICLE X, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIII

Indemnity: To the fullest extent permitted by law, Bid4Assets shall defend at its own expense, indemnify, and hold County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Bid4Assets or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of County, its officers and employees, or as expressly prescribed by statute. This duty of Bid4Assets to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIV

Insurance: Bid4Assets shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Bid4Assets maintains insurance that meets the following requirements:

- A. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Bid4Assets's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Bid4Assets in performance of the Agreement.
- D. In the event Bid4Assets is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Bid4Assets shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Bid4Assets agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Bid4Assets agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Bid4Assets agrees that no work or services shall be performed prior to the giving of such approval. In the event Bid4Assets fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Bid4Assets's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Bid4Assets's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured

retentions in respect to County, its officers, officials, employees, and volunteers; or Bid4Assets shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.

L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

M. Bid4Assets's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

N. In the event Bid4Assets cannot provide an occurrence policy, Bid4Assets shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XV

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XVI

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XVII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.),

relating to conflict of interest of public officers and employees. Individuals who are working for Bid4Assets and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Bid4Assets covenants that during the term of this Agreement neither it, or any officer or employee of Bid4Assets, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Bid4Assets becomes aware of a conflict of interest related to this Agreement, Bid4Assets shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in Article IX, Default, Termination, or Cancellation.

ARTICLE XVIII

Nondiscrimination:

A. County may require Bid4Assets's services on projects involving funding from various state and/or federal agencies, and as a consequence, Bid4Assets shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Bid4Assets and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Bid4Assets shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Bid4Assets and its employees and representatives shall give written notice of their obligations under this clause as required by law.

B. Where applicable, Bid4Assets shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

C. Bid4Assets's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XIX

Nonresident Withholding: If Bid4Assets is not a California resident, Bid4Assets shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Bid4Assets during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Bid4Assets shall indemnify and hold County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XX

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXI

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Bid4Assets warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXII

Licenses: Bid4Assets hereby represents and warrants that Bid4Assets and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Bid4Assets and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Bid4Assets and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXIII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIV

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Cami Roberts, Assistant Treasurer Tax Collector, or successor.

ARTICLE XXV

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXVI

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXVII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXVIII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXIX

Transferability: In the event of any sale, transfer of ownership or merger of the Bid4Assets entity, any such acquiring or successor entity may assume any obligations of Bid4Assets stated herein.

ARTICLE XXX

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____

Cami Roberts
Assistant Treasurer-Tax Collector
"County"

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Purchasing Agent
Chief Administrative Office
"County"

Dated: _____

-- Bid 4 Assets --

Bid4Assets, Inc.

By: _____

Jesse D. Loomis
President
"Bid4Assets"

Dated: _____

By: _____

Mark Shaffer
Corporate Secretary
"Bid4Assets"

Dated: _____

Exhibit A

Scope of Work

Website Advertising and Auction Services for Tax-Foreclosed:

Bid4Assets to provide Website services on the Bid4Assets' Website for County to advertise and auction properties. Website services will include organizing, posting, hosting, and servicing advertised properties (including pictures of the properties when available) and due diligence information. These advertised properties will be auctioned on the Website at the direction of the County. For the duration of each auction, advertising on the Website will be available to the public twenty-four hours per day, seven days per week ("24/7"). The County will have the opportunity to remove parcels from an auction prior to bid opening.

Auction advertising is anticipated for four (4) to five (5) weeks prior to the auction. The auction advertising Website will be developed and maintained to accommodate all necessary aspects of auction advertising acceptable to the County.

Bid4Assets shall, at the direction of the County, establish parameters for auction advertising (in terms of time, minimum price, reserve price and settlement terms), develop a Web-based and traditional marketing effort, disseminate due diligence information online to potential bidders, and support the sale of properties.

Bid4Assets shall send emails to registered users and bidders upon the occurrence of any of the following events: (1) auction advertising information posted online (2) auction commencement (3) bid has been received (4) bidder has been outbid. Bid4Assets shall structure auction so that bidders can bid automatically.

Pre-Qualification of Bidders:

Bid4Assets will structure the Website so as to inform potential buyers of certain relevant information concerning California tax-defaulted property sales prior to bidding on properties. At the sole discretion of the County, a qualifying deposit may be waived, and other bidder qualifications may be imposed. All bidder qualifications are subject to review and approval by the County.

Rejecting Bids:

Bid4Assets will structure the Website in a manner that permits the County to reject a bid for properties for any reason whatsoever.

Withdrawing Properties:

Bid4Assets will structure the Website in a manner that permits the County to withdraw single or multiple properties from the on-going auction advertising for any reason whatsoever, subject to the terms outlined in the Professional Services Agreement.

Confirmation of Successful Bid:

Bid4Assets will notify successful bidders, at the direction of the County, immediately after the auction.

Bidder's Instructions:

Bid4Assets will include bidder's instructions on the Website that sets forth the following information: (1) This is a "buyer beware" sale without warranties of any kind and without notice as to any outstanding easements, restrictions, or

encumbrances; (2) All sales are where is, as is, and final with no refunds available; (3) You must be 18 years of age to bid (4) The minimum bid should be listed on the Website; (5) Auction start date and time; (6) Auction end date and time; 7) The County's right to reject bids for any reason whatsoever; 8) The County's right to withdraw properties for any reason whatsoever; (9) county employees and their agents are prohibited from bidding and, (10) any other legal restrictions deemed appropriate.

County's Instructions:

County will provide Bid4Assets data as requested in a bulk asset upload form (Excel spreadsheet) provided by Bid4Assets. County will provide this data at least two weeks prior to the beginning of the County's Preview period, during which interested bidders may examine the property listings and due diligence online. In addition, where applicable, the County will provide photos in any standardized format no larger than 900W x 900H pixel format, and maps in .PDF, .tiff or in .jpeg individually no larger than 1MB each.

Collection of Deed Information:

Bid4Assets will assist with the collection of information for the County's deeds by providing access to Bid4Assets' proprietary electronic DeedWizard via a hyperlink from the winning bidder email sent at the close of an auction. Information collected will include the Property Tax Number, name(s) of individuals to whom the property should be conveyed, legal description of individuals (i.e. husband and wife as joint tenants, etc.), bidder name, bid information, mailing address, and phone number.

After bidders have submitted their information, DeedWizard will generate a form that they can check for errors and then reject or submit and print for their own records. Bid4Assets will provide the County with a comprehensive electronic report detailing this data once it is complete.

Reporting:

Bid4Assets will provide the County with a complete report at the conclusion of each auction. Information will include number of page views, number of individuals who viewed due diligence, number of unique bidders, number of total bids, winning bid amounts, and contact information of successful bidders.

Security:

Bid4Assets must provide a secure online environment to protect the confidentiality of the data exchanged. The auction advertising website must be hosted on a secure server, using Secured Socket Layers. Site must provide a complete audit trail of all transactions.

Exhibit C

Bid4Assets Service Fees

Amount per Parcel
<p>A 10% Buyer's Premium (minimum \$100) will be charged Per Parcel for properties SOLD on the Website. This fee will be paid by the winning bidder and not billed to County. County will NOT receive a bill from Bid4Assets.</p> <p>In the event a buyer defaults and forfeits their deposit, the deposit will be retained by County.</p>

OPTIONAL FINANCIAL SERVICES FEE	
Type	Amount
<input checked="" type="checkbox"/> Bid Deposit Per Storefront	\$35.00 per deposit paid by the depositor
<input checked="" type="checkbox"/> Payment Processing	\$35.00 per parcel paid by the winning bidder

<p>BUYER OVERPAYMENTS: Please check box if you would like Bid4Assets to manage overpayments, otherwise overpayments will be sent to County.</p> <p>NOTE: This will not apply to auction buyers where deposit covers entire balance due. This section applies to auction overpayments, NOT excess tax sale proceeds.</p>	
<input type="checkbox"/> Bid4Assets to Manage	Bid4Assets will send overpayments back to buyer, minus \$50 fee. Bid4Assets will retain overpayment if \$50 or less.