

BOARD OF TOWNSHIP TRUSTEES
ANDERSON TOWNSHIP
HAMILTON COUNTY, OHIO

The Board of Township Trustees met in regular session at 5:00 p.m. this 16th day of February, 2023 with the following members present:

R. Dee Stone
Lexi Lausten
Joshua S. Gerth

Mrs. Lausten introduced the following resolution and moved its passage:

RESOLUTION NO. 23 – 0216 – 07

**RESOLUTION AUTHORIZING THE SALE OF SURPLUS PERSONAL PROPERTY
BY USE OF THE ONLINE AUCTION SYSTEM OPERATED BY LIQUIDITY
SERVICES OPERATIONS LLC DBA GOVDEALS, INC. PURSUANT TO THE TERMS
AND CONDITIONS OF A MEMORANDUM OF UNDERSTANDING WITH
LIQUIDITY SERVICES OPERATIONS LLC, WHICH MEMORANDUM OF
UNDERSTANDING IS APPROVED AND AUTHORIZED**

WHEREAS, Section 505.10 of the Revised Code (the “Township Disposition Statute”) provides that a board of township trustees may provide for the disposition of certain personal property, including motor vehicles, road machinery, equipment, tools and supplies, if the Board finds, by resolution, that such personal property is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, all in accordance with the Township Disposition Statute, which permits disposal of personal property, regardless of its value, by internet auction; and

WHEREAS, Liquidity Services Operations LLC dba GovDeals, Inc. (“GovDeals”) provides a means for clients to post personal property for sale and for potential bidders to bid on assets by means of its online auction system; provided, GovDeals is not a party to the sale, does not control the information listed on the online auction system, and does not control the ability of the buyer and seller to complete the transaction; and

WHEREAS, GovDeals operates and maintains the online auction system (the “GovDeals System”) for an administrative fee equal to 7.5% of the sale price of an asset, but not less than \$5.00, per sale; and

WHEREAS, the client loads information about the assets for sale, maintains information about assets, and views and runs reports on the GovDeals System; provided, client will agree not to utilize other methods of sale of an asset at the same time that the asset is listed on the GovDeals System;

WHEREAS, this Board finds that it is in the best interest of the Township to enter into a Memorandum of Understanding with GovDeals that permits from time to time the posting and sale of personal property owned by the Township that this Board deems is not needed for public use, is obsolete, or is unfit for the use for which it was acquired (the "Property"), by use of the GovDeals System, so long as the internet auction requirements for disposition of personal property contained in Section 505.10 of the Ohio Revised Code are met;

NOW, THEREFORE, BE IT RESOLVED by the Board of Township Trustees ("Board") of Anderson Township, Hamilton County, Ohio (the "Township"), as follows:

SECTION 1. That this Board hereby approves the form of the Memorandum of Understanding between the Township and GovDeals relating to the use of the GovDeals System as presented to this Board.

SECTION 2. That the Township Administrator is hereby authorized to execute and deliver a Memorandum of Understanding with GovDeals setting forth the terms of use of the GovDeals System substantially in the form attached hereto as Exhibit A and by this reference incorporated herein (the "MOU"), with such changes thereto as may be deemed by the Township Administrator after consultation with the Law Director not to be disadvantageous to the Township, which determination shall be evidenced by her execution of the MOU.

SECTION 3. That when this Board determines to dispose of Property by use of the GovDeals System, it shall pass a resolution making such determination and establishing a minimum price that will be accepted for such property, and this Board or its representative may establish other terms and conditions for the particular sale, including posting time, requirements for pick-up or delivery, method of payment and sales tax, in compliance with the terms of the MOU and the internet auction requirements set forth in the Township Disposition Statute.

SECTION 4. That the preambles hereto are and shall for all purposes be construed to be integral and operative parts of this Resolution.

SECTION 5. That this Board hereby finds and determines that all formal actions of this Board concerning and relating to the passage of this resolution were taken in open meetings of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal actions were taken in meetings open to the public, in compliance with all legal requirements, including (without implied limitation) Revised Code Section 121.22, except as otherwise permitted thereby.


Mr. Gerth seconded the motion, and the roll being called upon the question of passage, the vote resulted as follows:

Mrs. Stone _____ yes _____ Mrs. Lausten _____ yes _____ Mr. Gerth _____ yes _____

CERTIFICATION

The undersigned, duly elected and acting Fiscal Officer of Anderson Township, Hamilton County, Ohio, hereby certifies that the foregoing is a true copy of a Resolution duly passed at a regular meeting of the Board of Township Trustees of said Township on the 16th day of February, 2023, together with a true record of the roll call vote thereon, and that said Resolution has been duly entered upon the Journal of said Township.

This 16th day of February, 2023.



Kenneth G. Dietz
Fiscal Officer

Liquidity Services Operations LLC dba GovDeals, Inc.

Online Auction Memo of Understanding

This Online Auction Memo of Understanding (MOU) is between Liquidity Services Operations LLC dba GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 100 Capitol Commerce Boulevard - Suite 110 - Montgomery, Alabama, 36117 and Anderson Township (Hamilton County), Ohio, acting by and through its Board of Township Trustees ("Client"), having its principal place of business 7850 Five Mile Road, Cincinnati, Ohio 45230.

- 1.0 **Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 **GovDeals' Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in 5.0 below:
 - 2.1 Access to a GovDeals online "Seller Asset Management" (SAM), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The SAM will provide Client with the following capabilities:
 - Accept descriptive information concerning an asset including unlimited photos
 - Allow different auction phases based upon dates and times
 - Allow Client to set minimum starting prices, bid increments and reserves
 - 2.2 Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
 - Familiarization with the nature and operation of SAM
 - Guidance in the posting of assets and provide ongoing support
 - Procedures for taking and posting pictures of assets
 - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
 - 2.3 Help Desk support available via telephone or email during normal business hours, except announced holidays.
 - 2.4 Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
 - Work with Client to identify items that may benefit from marketing attention.
 - Provide documented proof of all marketing efforts made on behalf of Client.
 - Assist in determining values and starting prices for unique and high dollar assets.
- 3.0 **Fees:** Please elect a Flexible Pricing Option (FPO) from Exhibit A and enter selection below signature block on MOU page two (2).
- 4.0 **Payment:**

- 4.1 If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within thirty (30) calendar days from receipt of invoice, unless an applicable prompt payment act or similar legislation specifies a different time period.
- 4.2 Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.
- 4.3 If Client elects GovDeals to collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit B**.
- 5.0 **Term of MOU:** This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0 **Terms and Conditions:** Please find **Exhibit C** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 **Governance:** This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Ohio.
- 8.0 **Non-Exclusive Engagement:** This MOU is not exclusive. Client may utilize other methods of sale, including (without limitation) traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other methods of sale for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a bidder any item currently listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees that it will not interfere with the bidding process on the GovDeals site.

This Online Auction Memorandum of Understanding is agreed to by:

GovDeals, Inc

Client: Anderson Township (Hamilton County), Ohio, acting by and through its Board of Township Trustees:

Signature: Scott Starcher

Signature: [Handwritten Signature]

Print Name: ~~Steve Krantzsch~~ Scott Starcher

Name: Vicky EARNHART

Vice President, Operations
~~Title: Vice President and General Manager~~
 Administrator

Title: Township ADMINISTRATOR

Date: June 6, 2023

Date: MAY 25, 2023

Memo of Understanding Contact:

Attention: Sales Support
100 Capitol Commerce Blvd, Ste 110
Montgomery, AL 36117
Telephone Number: 866.377.1494
Fax Number: 334.387.0519
Email: salesupport@govdeals.com

Flexible Pricing Options (FPO)

Select one from options described in GovDeals Memo of Understanding- Exhibit A:

Client Collects Proceeds

- Option A1 (7.5% Seller- 0% Buyer)
- Option A2 (0% Seller- 7.5% Buyer)

Client elects FSS (GovDeals collects Proceeds)

- Option B1 (7.5% Seller- 5% Buyer)
- Option B2 (5% Seller- 7.5% Buyer)
- Option B3 (2.5% Seller- 10% Buyer)
- Option B4 (0% Seller- 12.5% Buyer)

EXHIBIT A - Online Auction Memo of Understanding

Flexible Pricing Options (FPO)

The Client has the option to choose from the following alternative plans:

A - Client Collects Proceeds

Option A1: The Client pays a 7.5% fee, but not less than \$5.00. GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

Option A2: The Client pays a 7.5% fee, but not less than \$5.00, and is given the capability to easily pass the entire fee on to the winning bidder as an Administrative Fee. The amount invoiced to the winning bidder will include the gross sale amount of the item, the administrative fee, and any special fees and sales tax. GovDeals will invoice the client each month for fees on items sold in the previous month. This invoice will equal the Administrative fees collected, therefore, making the client's effective fee zero percent (0%). The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.

Option B1: The Client pays a 7.5% fee, but not less than \$5.00, and the winning bidder pays a 5% Buyers Premium.

Option B2: The Client pays a 5% fee, but not less than \$5.00, and the winning bidder pays a 7.5% Buyers Premium.

Option B3: The Client pays a 2.5% fee, but not less than \$5.00, and the winning bidder pays a 10% Buyers Premium.

Option B4: The Client pays 0% and the winning bidder pays a 12.50% Buyers Premium.



EXHIBIT B - Online Auction Memo of Understanding

Financial Settlement Services (FSS)


It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the Seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Seller Asset Management (SAM). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in SAM. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing SAM and selecting the "Picked Up" option from the "Paid, not picked up" report.



GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in SAM as 'Picked Up'. All proceeds will be remitted electronically by Automatic Clearing House (ACH). A detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.



GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

EXHIBIT C - Online Auction Memo of Understanding

**Anderson Township (Hamilton County), Ohio,
acting by and through its Board of Township Trustees**

Online Sales - Terms and Conditions

All bidders and other participants in this service agree they have read and fully understand the following terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale "AS IS, WHERE IS." Anderson Township (Hamilton County), Ohio. Acting by and through its Board of Township Trustees (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the property offered for sale or as to the merchantability or fitness for any purpose whatsoever. The Buyer is not entitled to any payment for loss of profit or any other money damages – punitive, special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property from Seller. If Seller confirms that the property does not conform to the description provided on the GovDeals online auction site, then Seller will keep the property and refund any money paid by Buyer. The liability of the Seller shall not exceed the actual purchase price of the property paid by Buyer. **Please note upon removal of the property from Seller's premises, all sales are final.**

Personal and Property Risk. Persons attending an exhibition, sale, or removal of property assume all risks of damage or loss to person and property and specifically release the Seller and GovDeals from any liability for such damage and loss.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of its assets listed at any time on the online auction site until the Seller has received payment in full for the assets and Buyer has removed the assets from the Seller's premises in their entirety.

Buyer's Certificate. If applicable, a successful bidder will receive a Buyer's Certificate by email from GovDeals as its notice of award.

Buyer's Premium & Additional Fees. If a Buyer's Premium and/or Additional Fees are shown on the auction page Bid Box, then that amount (expressed as a percentage of the final selling price or a specified amount) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the close of the auction. Please refer to the payment instructions listed on the auction page for complete payment terms and methods. Please refer to the Bid Box for all fees and taxes that may be associated with the auction.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Please review the Payment Instructions for all information related to Sales Tax and Tax Exemptions.

Removal. All assets must be removed within **ten (10) business days** from the time and date of the close of the auction. Purchases will be released only upon receipt of payment by Seller as specified. Successful buyers are responsible for loading and removal of any and all property awarded to them from the premises where the property is located as indicated on the online auction website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will Seller assume responsibility for packing, loading or shipping. See instructions on each auction page for complete removal details. A daily storage fee of \$25.00 may be charged for any item not removed within the ten (10) business days removal period allowed and stated on the Buyer's Certificate.

Vehicle Titles. Seller will issue a title or certificate upon removal of the vehicle. Titles may be subject to restrictions as indicated in the asset description on the website.

Approval. Some Auctions/Sales are subject to Seller approval prior to award to the high bidder. Please review the auction/sale page for full terms of the sale and whether the final bid/sale is subject to approval.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of its obligations, Seller may exercise such rights and may pursue such remedies as are provided by law. Seller reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees it has read, fully understands and accepts these Terms and Conditions, and agrees to pay for and remove the property, by the dates and times specified when it is the winning bidder. These Terms and Conditions are available for review in the bid box at the top of each page of each asset listed on GovDeals. Specific Instructions (Payment, Removal, and Special) appearing on the asset page will override certain sections of these Terms and Conditions.

Sales to Employees. Employees of the Seller may bid on the property listed for auction, so long as they do NOT bid while on duty.