

FIRST READING: 9.12.22
RESOLUTION NO. 59-22 SECOND READING: 9.26.22
THIRD READING: 10.10.22

BY: JOHN B. SHEPHERD

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY OF ROCKY RIVER DIRECTOR OF PUBLIC SAFETY SERVICE TO DISPOSE OF CERTAIN SURPLUS CITY PROPERTY, INCLUDING MOTOR VEHICLES, NO LONGER NEEDED FOR PUBLIC USE BY INTERNET AUCTION FOR THE PERIOD OF OCTOBER 11, 2022 THROUGH DECEMBER 31, 2027

WHEREAS, pursuant to Ohio Revised Code §721.15 and City of Rocky River Administrative Code 123.05, the City is authorized to adopt a resolution to dispose of certain surplus property, including motor vehicles, regardless of its value which is no longer needed for public use by internet auction; and

WHEREAS, Council authorizes the Director of Public Safety Service to dispose of surplus property via internet auction conducted by GovDeals.com, Inc. or similar online auction sites for the period of October 11, 2022 through December 31, 2027; and

WHEREAS, the internet auction will be conducted in accordance with City's online sales terms and conditions after a period of bidding of at least fifteen (15) days including Saturday, Sunday and legal holidays, as further described in the attached Exhibit "A" and "B".

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROCKY RIVER, COUNTY OF CUYAHOGA, STATE OF OHIO:

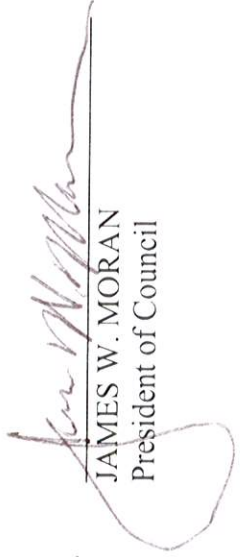
SECTION 1. That Council hereby authorized the Director of Public Safety Service to dispose of certain surplus property, including motor vehicles, no longer needed for public use by internet auction, after a period of bidding of at least fifteen (15) days including Saturday, Sunday and legal holidays. The internet auction shall be conducted by GovDeals.com, Inc. or similar online auction sites for the period of October 11, 2022 through December 31, 2027 to the highest bidder, as further described in the attached Exhibit "A" and "B".

SECTION 2. Pursuant to Revised Code §721.15 the Public Safety Service Department will annually publish a notice of this Resolution in a newspaper of general circulation. In addition, notice shall be provided for on the City's website.

SECTION 3. That the Mayor is hereby authorized to enter into contracts as necessary with the internet auction contractor to provide for the sale of surplus property.

SECTION 4. That this Resolution is hereby declared to be an emergency measure, necessary for the immediate preservation of public peace, health and safety, and provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: October 10th, 2022


JAMES W. MORAN
President of Council

PRESENTED

TO MAYOR: October 10th, 2022

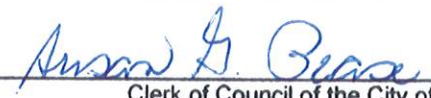
APPROVED: October 10th, 2022

ATTEST:


SUSAN G. PEASE
Clerk of Council


PAMELA E. BOBST
Mayor

I, the undersigned clerk of council of the city of Rocky River, State of Ohio, do hereby certify that publication of the foregoing ordinance was duly made by posting a true copy thereof in the lobby of the Rocky River City Hall, in accordance with the charter of Rocky River, commencing on the 10th day of October, 20 22.


Clerk of Council of the City of Rocky River, Ohio

Liquidity Services Operations LLC dba GovDeals

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 the City of Rocky River ("Client"), having its principal place of business 21012 Hilliard Boulevard - Rocky River, Ohio 44116.

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 value assets.

3.0 Fees: The Client pays 0% and the winning bidder pays a 12.50% Buyers Premium.

4.0 Payment:

4.1 GovDeals will collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit A.**

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.

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 B** 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 approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches 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 prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals, Inc

Signature: _____

Client: City of Rocky River

Signature: _____

Print Name: Steve Kranzusch

Print Name: _____

Title: Vice President and General Manager

Title: _____

Date: _____

Date: _____

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

EXHIBIT A - 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.

Financial Settlement Services (FSS) Remittance Information

Please complete information below
This section must be completed when submitting the signed MOU back to GovDeals, as this is where GovDeals Payments to the Client will be made

Accounting Contact
(Person to receive invoices)

Name and Title

E-Mail Address

Phone Number

Please provide the required information

Name of Bank	
County of Bank	
Name of Client (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

City of Rocky River

Rocky River, Ohio

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale "AS IS, WHERE IS." City of Rocky River (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the Seller shall not exceed the actual purchase price of the property. Please note upon removal of the property, all sales are final.

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

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed at any time 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, successful bidders will receive a Buyer's Certificate by email from GovDeals as their 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 as specified. Successful buyers are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the 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 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 their 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 they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. 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.

Maureen Nakonek

From: Shannon Bailey <sbailey@govdeals.com>
Sent: Friday, August 26, 2022, 3:50 PM
To: Maureen Nakonek
Subject: GovDeals MOU
Attachments: Rocky River (OH) 8/26/2022 MOU.doc

Caution: This message was sent from outside your organization.

Allow sender | Block sender

Maureen,

It was a pleasure speaking with you again today!

I've attached the MOU for you to review and share at your board meeting. Below is a general overview of GovDeals.

Using GovDeals allows you to post your surplus items to auction and sell to the highest bidder. We charge a 12.5% buyer's premium that can be passed completely to the winning bidder. As a result, you will receive 100% of the amount your auction closes at. In addition, we also collect and remit sales tax on applicable assets on your behalf. Signing up for GovDeals is no cost to you. As a GovDeals client, you would have a dedicated Account Manager assigned to your account that can assist with standard questions and even come onsite to assist you with listing your items to auction.

We have over 1 million registered active bidders on our site so your audience for your auctions is extensive. I cover the Ohio Valley and we currently have 1,700 agencies in Ohio and 150 in West Virginia listing assets with us.

Here is a link to assets sold on our site over the last 30 days: [GovDeals 30 Day Sales](#)

If there is any additional information I can send over ahead of your meeting on 9/12, let me know.

Have a fantastic weekend!



Shannon Bailey
Business Development Manager –
OH/WV
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sbailey@govdeals.com

GovDeals.com
A Liquidity Services Marketplace