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July 30, 2021

MADISON County Board of Supervisors
P O Box 404
Canton, MS 39046

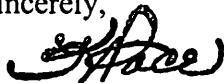
RE: GovEase Contract

Dear Board Members:

Please see the attached GovEase Contract Addendum. Please put on the Board agenda for Monday, August 2, 2021.

Thank you

Sincerely,



Kay Pace
Tax Collector, Madison County, MS

Contract Addendum

SCOPE OF SERVICES

GovEase shall provide a custom web site to administer tax sales on behalf of the Customer. The term "web site" shall mean an Internet web site hosted by or at the expense of GovEase that will utilize GovEase's internet application to conduct online tax sales on behalf of the Customer. The term "internet application" means the proprietary internet application software developed by GovEase 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 GovEase

1. GovEase will work with the Customer to determine the development timeline of the web site and to gather information required to build the web site.
2. GovEase 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. GovEase will populate the web site and internet application with data provided by the Customer, 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. GovEase will provide training for third party users including an online tax sale demonstration, practice tax sales and an on-site Bidder Orientation Session (at the discretion of the Customer).
5. GovEase shall provide a host server for the web site. The web site will utilize GovEase's internet application, which is capable of accepting and processing competitive bids from third party users for tax sales offered by Customer. The Customer acknowledges that GovEase's server may not be dedicated exclusively to the web site. GovEase 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, GovEase shall provide Auction Administrator(s) and the technical support necessary to facilitate the Customer's conduct of online tax sales.
6. GovEase 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"), GovEase will post the same list on the web site. The timing and frequency of tax sales conducted pursuant to this Agreement shall be determined by the Customer in accordance with applicable law.
8. Each tax sale conducted by GovEase on behalf of the Customer under this Agreement shall proceed as follows: On the first Monday of April, if the Customer has exercised their option to hold a tax sale on that day, and/or on the last Monday of August, beginning at a time as instructed by the Customer and continuing from day to day until all parcels have been offered for sale, the delinquent tax properties shall be sold on the GovEase website. Third party users can submit bids by using the web site to perform all tasks normally associated with the tax sale including: researching tax certificate history; submitting registration forms other information as specified by the Customer; submitting bids; viewing; and downloading auction results.
9. GovEase will manage and maintain all tax sale proceeds, deposits, billing, bidder approvals and fee payments internally and will remit payment to the Madison County Tax Collector once all funds are settled, typically within in 7-10 business days once the tax sale has concluded.
 - a) GovEase will determine all acceptable forms of payments.
 - b) GovEase will release settlement funds to the County within 7-10 business days once the tax sale has concluded. In the case of a Re-List Auction, GovEase may hold settlement funds until all funds are submitted by the Bidders and submit such combined funds to the County, together with a detailed accounting of the funds and properties being settled.
 - c) GovEase will define the acceptable form of funding for settlement services and will hold funds for a period sufficient to verify receipt of funds. GovEase reserves the right to restrict the maximum amount accepted through any particular payment method.
 - d) All notifications required of the successful Bidder or County shall be sent to and from the email addresses registered with GovEase.
10. In the event of late payment, GovEase will make a reasonable effort to contact the bidder to complete payment before the payment deadline. Should a bidder fail to pay, GovEase will contact the County for their desired course of action.

EXHIBIT B

FEES AND BILLING

1. In consideration of the services to be rendered by GovEase as set forth in this Agreement, for each tax sale administrated by GovEase under the terms of this Agreement on behalf of the Customer, the Customer shall pay or cause to be paid to GovEase a fee equivalent to 1.75% of the gross amount of all Auction Proceeds for said tax sale. For purposes of this Agreement, "Auction Proceeds" are defined as the value of the taxes owed on the properties offered during the tax sale plus any and all overbids on said properties, any and all fees and costs associated with the delinquent taxes on the properties and/or the conducting of the tax sales of the properties, if applicable, and any other fees, costs or expenses that make up a portion of the bids placed by third party users on the subject properties.
2. In no event shall GovEase's compensation payable under this Agreement for any tax sale exceed the aggregate overbids paid by all third-party users of the web site in that tax sale.
3. GovEase will submit an invoice setting forth the amount of its fee pursuant to Paragraph 1 of this Section for a tax sale conducted under this Agreement to the Customer within thirty (30) days of the conclusion of each such tax sale. The Customer hereby agrees to pay any such invoices in full within forty-five (45) days of receiving said invoice pursuant to Miss. Code Ann. § 31-7-305.
4. Unless otherwise provided on GovEase's invoice or in other instructions that GovEase provides to the Customer subsequent to the execution of this Agreement, payments shall be made to "GovEase Auction, LLC."

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the Effective Date of this Agreement duly authorized to execute this Agreement.

GovEase Auction LLC

By:

(Authorized Signature)

Name:

(Print or Type Name of Signatory)

Title:

Date:

(Execution Date)

Madison County Tax Collector

By:

(Authorized Signature)

Name:

(Print or Type Name of Signatory)

Title:

Date:

(Execution Date)