
**WILLIAMSON COUNTY
ADDENDUM FOR RENÉ BATES AUCTIONEERS, INC.**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS ADDENDUM FOR RENÉ BATES AUCTIONEERS, INC. is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **René Bates Auctioneers, Inc.** (hereinafter “RBAI”), both of which are referred to herein as the parties. Subject to the changes herein, the parties have accepted RBAI’s Agreement, and the following changes shall be incorporated as if part of the RBAI’s Agreement.

I.

Services: RBAI shall provide services, as more fully described in **Exhibit A** as an independent contractor.

II.

Term: The term of this Addendum shall commence upon the last party’s execution hereof and shall continue thereafter in full force and effect until September 30, 2026, unless terminated earlier. At the end of the initial term, the parties upon mutual agreement, shall have the option to renew this Addendum for up to two additional one-year terms, with the terms and conditions remaining the same.

III.

Termination for Convenience: Either party may terminate this Addendum for convenience and without cause or further liability upon thirty (30) business day’s written notice to the other party.

IV.

Compliance With All Laws: RBAI agrees and will comply with all local, state, or federal requirements with respect to the services rendered.

V.

Right to Audit: RBAI agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Addendum, have access to and

the right to examine and photocopy any and all books, documents, papers and records of RBAI which are directly pertinent to the services to be performed under this Addendum for the purposes of making audits, examinations, excerpts, and transcriptions. RBAI agrees that the County shall have access during normal working hours to all necessary RBAI facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give RBAI reasonable advance notice of intended audits.

VI.

Notice: Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

RBAI: Rene' Bates Auctioneers, Inc.
4660 CR 1006
McKinney, Texas 75701

COUNTY: Williamson County Judge
Judge Bill Gravell, Jr.
710 Main Street, Ste. 101
Georgetown, Texas 78626

VII.

No Agency Relationship & Indemnification: It is understood and agreed that RBAI shall not in any sense be considered a partner or joint venturer with the County, nor shall RBAI hold itself out as an agent or official representative of the County. RBAI shall be considered an independent contractor for the purpose of this Addendum and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Addendum. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by RBAI or failure to act relating to the services being provided.

VIII.

Indemnification: RBAI SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF RBAI OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

IX.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the Customer, the Williamson County

Commissioners Court, or the Williamson County Judge.

X.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XI.

Exclusivity: RBAI hereby acknowledges that County is not hereby granting an exclusive right to RBAI for the provision of auctioneering services for County and that County may retain other auctioneering entities to provide County with auctioneering services. Furthermore, County may dispose of its property pursuant to any legal disposition method that may be available to County during the term of this Agreement. County, however, acknowledges and agrees that it shall not attempt to dispose of a specific item of property, in any manner, if such item is currently being offered for auction on the Website.

XII.

Severability: In case any one or more of the provisions contained in this Addendum shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Addendum and this Addendum shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Good Faith Clause: RBAI agrees to act in good faith in the performance of this Addendum.

XIV.

No Assignment: RBAI may not assign this Addendum.

XV.

Public Information: RBAI understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Addendum may be subject to public disclosure pursuant to the Texas Public Information Act.

XVI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Addendum constitutes the entire contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Addendum include the following:

- A. This Addendum; and
- B. RBAI's Agreement, marked as **Exhibit A.**

Due to the expenditure of public funds and based on public policy, any conflicting terms will be resolved in favor of Williamson County in the discretion of the Williamson County Commissioners Court.

XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Addendum on behalf of the County.

IN WITNESS WHEREOF, this Addendum shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Date: _____, 20____

SERVICE PROVIDER:

RENE' BATES AUCTIONEERS, INC.

Name of Service Provider

Authorized Signature

Printed Name

Date: October 18, 2023



RENÉ BATES AUCTIONEERS, INC.

1650 W. Virginia St., Suite 104, McKinney, TX 75069
(972) 548-9636 • www.renebates.com

René Bates Auctioneers, Inc. (hereinafter referred to as RBAI) proposes to conduct Online Auctions for Williamson County, Texas on an as needed basis under the following terms and conditions for a period of three-years from the date of execution, plus two (2) one-year optional renewals:

René Bates Auctioneers, Inc.'s Responsibilities:

1. Conduct online auctions for Williamson County, Texas at their request.
2. Work with County to set starting prices for each online auction item or coordinate with your designee to set starting prices for each online auction item, if so desired.
3. Post all online auction information on www.renebates.com.
4. Conduct and monitor auction items for approximately two weeks prior to the closing date of each online auction conducted.
5. Advertise your online auction, as necessary, through our normal channels such as, but not limited to, newspapers, trade journals, and print brochures at our sole discretion. RBAI shall not be responsible for advertising required of governmental entities under state law.
6. Generate and send a minimum of two email blast notices to our entire email database when your auction has been posted.
7. Notify all bidders of the following:

ALL PROPERTY THAT IS OFFERED FOR SALE SHALL BE ON AN "AS IS, WHERE IS" BASIS. WILLIAMSON COUNTY, TEXAS, THE 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 SHALL NOT BE ENTITLED TO ANY PAYMENT FOR LOSS OF PROFIT OR ANY OTHER MONEY DAMAGES, INCLUDING BUT NOT LIMITED TO ACTUAL, SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES.

The above referenced notice shall be posted on the Website and in any publication or advertisement relating to any County's items that are to be auctioned and sold by RBAI.

8. Invoice all successful bidders once your auction has closed.
9. Collect all auction proceeds including any applicable sales tax from the successful bidder(s).
10. Generate paid receipts to the buyer with a copy to your approved distribution list.

11. Balance all auction payments received with actual sales results.
12. Remit all monies, less commission and sales tax, to your designee.

Designee:

Williamson County Auditor's Office

Attn: Julie Kiley

710 Main Street, Suite 301

Georgetown, TX 78626

a.

13. Remit all sales tax collected to the State of Texas Comptroller under our Texas Sales and Use Tax Permit #17517183822 on a monthly basis.
14. Maintain all documentation for exemptions, resale certificates, and export certifications for sales tax for the State of Texas.
15. Maintain records of all your auctions for three years.

Williamson County, Texas' Responsibilities:

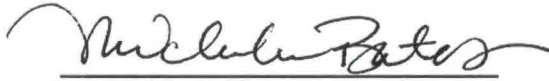
1. Provide a list of all items to be sold and gather information on all auction items and take digital photographs of each auction and send to RBAI.
2. Have auction contact person (Fleet Manager or designee) complete Vehicle Information Sheets on all vehicles and heavy equipment and forward to RBAI.
3. Conduct onsite viewing of all auction items before the closing of each online auction in order for bidders to physically inspect auction items.
4. Contact local news media for a Public Service Announcement informing the local public of the upcoming online auction and handle all legal advertising as required by Williamson County, Texas. Provide a link on your website to www.renebates.com to direct potential buyers to your auction.
5. Transfer all titles to successful buyers after Williamson County, Texas has received an electronic paid receipt from RBAI.
6. Oversee removal and checkout of all paid auction items.

René Bates Auctioneers, Inc. proposes to conduct Online Auctions on an as needed basis for Williamson County, Texas for one of the options listed below; please initial by the option that has been selected.

 X Option 1: 6% commission to be charged Williamson County, Texas.

_____ Option 2: 10% Buyer's Premium to be charged to the buyer and retained by RBAI in lieu of a commission.

René Bates Auctioneers, Inc. shall tender all sales proceeds, less commission and sales tax, to County within ten (10) business days of the auction close date.



Michelle Bates, Vice President
René Bates Auctioneers, Inc.

Date: 9/21/23

Williamson County, Texas
Authorized Signer*

Date:

*Any items submitted for public auction via this contract have been declared surplus through the appropriate channels of the selling entity.

Texas Auctioneer License No.'s 15025, 12100. All auctioneers are licensed and regulated by the Texas Department of Licensing and Regulation and are covered by a Recovery Fund administered by the Department. Licensure with the Department does not imply approval or endorsement by the State of Texas. If you have an unresolved complaint it should be directed to: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, (512) 463-2906, www.tdlr.texas.gov.