

**AMENDMENT TO
SURPLUS AUCTION SERVICES AGREEMENT
(RFP No. #29-24-25; Surplus Auction Services)**

THIS AMENDMENT TO SURPLUS AUCTION SERVICES AGREEMENT (“Amendment”) is entered into on _____, between the **City of North Miami**, a Florida municipal corporation having a principal address of 776 NE 125th Street, North Miami, Florida (“City”), and **Bidera, LLC**, a limited liability company organized and existing under the laws of the State of Florida, having its principal office at 2962 Trivium Circle, Suite 205, Fort Lauderdale, FL 33312 (“Vendor”). The City and Vendor shall collectively be referred to as the “Parties”.

RECITALS

WHEREAS, on September 5, 2025, the City entered into a Surplus Auction Services Agreement (“Agreement”) with Bidera, LLC (“Vendor”), to provide auction services for surplus items for the City to include, but not limited to vehicles, heavy equipment and machinery, office equipment, furniture and confiscated or seized items (“Services”); and

WHEREAS, the Parties desires to amend the Agreement to include additional compensation provisions; and

WHEREAS, the Parties desire to enter into this Amendment to reflect the changes as set forth herein

NOW THEREFORE, in consideration of the mutual terms and conditions set forth below, the Parties agree as follows:

1. **Article 4. COMPENSATION-** Section 4.1. is hereby amended as follows:

4.1 Vendor shall provide Services at no cost to the City, and instead will charge the highest bidder (i.e., purchaser) of the auctioned property the amount of thirteen (13) percent of the bid price as a Buyer’s Premium. Additionally, the City has elected to engage Vendor to provide full-service auction management on a dedicated basis at a cost of: ~~2.95% of total revenue for sales totaling over \$75,000 and 4.95% of total revenue for sales totaling \$75,000 and under~~.

- 4.95% of total revenue for sales totaling up to \$74,999;
- 2.95% of total revenue for sales totaling between \$75,000 and \$149,999;
- 1.95% of total revenue for sales totaling between \$150,000 and \$249,999; and
- 0.00% of total revenue for sales totaling over \$250,000.

2. All other terms and conditions of the Agreement (attached hereto as “Exhibit A”) remain in full force and effect.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

ATTEST:
Corporate Secretary or Witness:

Bidera, LLC, a limited liability company
“Vendor”:

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

ATTEST:

City of North Miami, a Florida municipal corporation: “City”

By: _____
Vanessa Joseph, Esq.
City Clerk

By: _____
Theresa Therilus, Esq.
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____

Jeff P. H. Cazeau
City Attorney