

**SECOND AMENDMENT TO
SURPLUS AUCTION SERVICES AGREEMENT
(RFP #23-18-19; Surplus Auction Services)**

THIS SECOND AMENDMENT TO SURPLUS AUCTION SERVICES AGREEMENT (“Amendment”) is entered into on _____, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida (“City”), and **Bidera, LLC.**, a Florida limited liability company registered and authorized to do business under the laws of the State of Florida, having its principal office at 4995 Northwest 72nd Avenue, Suite 405, Miami, FL 33166 (“Vendor”). The City and Vendor shall collectively be referred to as the “Parties”.

RECITALS

WHEREAS, on April 10, 2019, the City entered into a Surplus Auction Services Agreement (“Agreement”) with Bidera, LLC (“Vendor”), to provide the City with Surplus Auction Services; and

WHEREAS, on March 25, 2024, the Parties entered into a First Amendment to the Agreement to provide for an additional one (1) year extension to provide the continuity of services through April 14, 2025; and

WHEREAS, the Parties are desirous of amending the agreement to provide for month-to-month extensions of the agreement to ensure the continuity of services.

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

1. **Section 3.2. TERM** - is hereby amended to reflect that following the Initial Term, the City shall have three (3) options to renew this Agreement for additional periods of one (1) year, under the same terms and conditions. Following the three (3) renewal options, the agreement may be extended on a month-to-month basis upon the agreement of both parties.
2. All other terms and conditions of the Agreement (attached hereto as “Exhibit B”) remain in full force and effect.

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 Florida 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: _____
Anna-Bo Emmanuel, Esq., FRA-RA
Interim City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Jeff P. H. Cazeau
City Attorney