

AMENDMENT NUMBER 3 TO “AGREEMENT FOR CONTRACT SERVICES”

THIS AMENDMENT NUMBER 3 TO AGREEMENT FOR CONTRACT SERVICES (the "Third Amendment") is made and entered into as of May 30, 2025 by and between the CITY OF IRVINE, a municipal corporation ("City") and J.J. KANE ASSOCIATES, INC. dba KEN PORTER AUCTIONS, a New Jersey corporation ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between City and Contractor as of January 24, 2022, City of Irvine contract number 20296 (the "Agreement").

1. The expiration date of the Agreement is changed from June 30, 2025 to June 30, 2026.
2. PART I, FUNDAMENTAL TERMS, D - Party Representatives, is deleted in its entirety and replaced with the following:

D.1. The City designates the following person/officer to act on City's behalf:
Mike Dick, email: Mdick@cityofirvine.org

3. PART IV, SCOPE OF SERVICES, is modified to include the following:

Negotiated Assistance with the Disposition of Surplus Property

From time to time, City and Contractor may negotiate payment terms for assistance with the disposition of surplus property to be provided by Contractor and/or Contractor's approved subcontractor. In those instances, and only at the direction of City, Contractor shall provide a detailed project proposal. Such proposal shall become an exhibit to a City issued Purchase Order. Contractor shall not commence work until a Purchase Order is issued by the City authorizing such work.

4. PART V, BUDGET, is replaced with the following:

a. Commission Schedule shall be as set forth below.

Included in the total compensation of auctioned items are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement.

(Commission Schedule follows on next page)

	<u>Commissions</u>	<u>Transportation</u>
Cars, SUV's and Pickup Trucks	5%	n/a / vehicle
Large Trucks and other vehicles	5%	n/a / vehicle
Office furniture and Miscellaneous Items*	15%	\$100/trailer
Personal Property from Police	0%	n/a / vehicle
De-Logo		n/a / vehicle
Smog/Safety		n/a / vehicle
Drive Cycle (only if required and approved by City)		n/a / vehicle

*The trailer cost is only for drop-off and pick-up. We do not load the trailer on your behalf. We ask that all items loaded be palletized and shrink-wrapped with an inventory list included.

There are **NO OTHER FEES OR CHARGES** to you unless you specifically agree to them prior to any auction. We conduct our auctions on the 3rd Saturday of each month. We will provide you with a detailed summary along with your settlement check within 20 days of the auction. Your permanent records are also available on our website and are accessible by you 24/7/365.

b. Negotiated Assistance with the Disposition of Surplus Property

The total compensation for negotiated assistance with the disposition of surplus property shall not exceed \$60,000.00 annually.

5. Except as set forth in this Third Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

(Signatures follow on next page)

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

CITY OF IRVINE

DocuSigned by:
By: 
CDE05529708C42B...
Dahle Bulosan
Its: Director of Administrative Services

**J.J. KANE AND ASSOCIATES, INC. dba
KEN PORTER AUCTIONS**

DocuSigned by:
By: 
A45C9CF87CA7459...
Gene Govoreau
Its: Senior Sales Manager

Attest:

Signed by:
By: 
9FCAD91F02E547D...
Carl Petersen
Its: City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

DocuSigned by:
By: 
DABE8686180C4BB...
Jeffrey Melching



J. J. Kane Associates, Inc.

**CERTIFICATE
AS TO
CORPORATE RESOLUTION**

I, Christopher B. Harmon, Secretary of J.J. Kane Associates, Inc., a corporation organized under the laws of the state of New Jersey (the "Corporation"), do hereby certify that the following resolution is a full, true and correct copy of a resolution of the Board of Directors adopted in conformance with applicable law and the by-laws of said Corporation on the 5th day of May 2023.

RESOLVED that

**Jonathan Julian – Auction Sales Manager
Adam Williamson – Area Sales Manager, Southeast
Zac Martin – Area Sales Manager, Central
Collin Leadbeter – Area Sales Manager, North
Rod McDowell – Area Sales Manager, West
Jeremy Walters – Area Sales Manager
Brian Sandon – Senior Strategic Account Manager
Gene Govoreau – Senior Sales Manager**

are each hereby severally authorized and directed to participate in the direction, control and management of the business affairs on behalf of and in the name of J.J. Kane Associates, Inc. and J.J. Kane Auctioneers, LLC.

BE IT FURTHER RESOLVED, that notwithstanding any change to or termination of the foregoing authority by operation of law or otherwise, any originator of such business affairs shall be fully protected and held harmless in relying and acting upon said authorization relating to customer bids, contracts and related documents until they shall have received written notice from the Corporation of any such change or termination.

I FURTHER CERTIFY that said resolution has not been amended or revoked and is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my name as Secretary of the Corporation and affixed the seal of said Corporation, the 5th day of May 2023.


Christopher B. Harmon
Secretary

(Corporate Seal)