



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

Date: July 02, 2025

TO: Terrence D. McCracken – Secretary to the Authority

FROM: Lavonya C. Lester – Director of Administration *LCL*

SUBJECT: Auctions International, Inc Sourcewell Cooperative Agreement

---

Auctions International (AI) is a local auction company that specializes in helping governmental and municipal agencies sell their surplus assets online. AI has been a reliable company providing ECWA with vast exposure to buyers seeking surplus government property. They service over 1500 agencies across the northeast and beyond. ECWA sales through AI have come from all regions of NY State and neighboring northeast states. Since 2015, AI has sold more than \$2.95 million in used Authority vehicles and other small surplus items online.

In former years, we utilized the option to piggyback off Saratoga County's Contract. This year, AI is now contracted through a cooperative agreement with Sourcewell. The Administration department would like to take advantage of this contract through Sourcewell. The contract between AI and Sourcewell does not expire until 1/27/2029.

There is no cost to ECWA for listing items on the AI website. Buyers are required to pay a "Buyer's Premium" based on all purchases. AI charges buyers a 10% premium on all assets paid in cash and 12.77% on all assets paid by credit card. The proceeds collected from the sale are paid to ECWA within 15 business days of receipt of buyer payment.

The Administration department is requesting the execution of this 2-year agreement with Auctions International - Sourcewell contract (111424-AUC).

Since there are no payments to AI; there are no budget considerations.

Attached please find the following documents:

1. ECWA Authorization Form.
2. Copy of the current AI agreement.
3. Sourcewell Contract link: <https://www.sourcewell-mn.gov/cooperative-purchasing/111424-AUC>
4. Auctions International Website: <https://www.auctionsinternational.com/>

LCL  
Attachment  
cc:

**ERIE COUNTY WATER AUTHORITY  
AUTHORIZATION FORM  
For Approval/Execution of Board Meeting Documents**

**Document Name:** \_\_\_\_\_ **Project No.:** \_\_\_\_\_

**Description:** \_\_\_\_\_

**Item Description:**

Choose one:

Other: \_\_\_\_\_





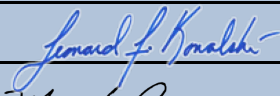

**Action Requested:**

Choose one:

Other: \_\_\_\_\_

**Approvals Required:**

**APPROVED AS TO CONTENT:**

Chief Financial Officer		Date: 07/10/2025
Chief Operating Officer		Date: 07/10/2025
Claims Rep. – Risk Manager		Date: 7/10/2025
Comptroller	_____	Date: _____
Director of Administration		Date: 07/10/2025
Director of Distribution	_____	Date: _____
Director of Human Resources	_____	Date: _____
Director of IT	_____	Date: _____
Director of Production	_____	Date: _____
Director of Water Quality	_____	Date: _____
Executive Engineer		Date: 7/10/2025
General Counsel (Legal)		Date: 7/10/2025
Other: _____	_____	Date: _____

**APPROVED FOR BOARD RESOLUTION:**

Secretary to the Authority		Date: 7/14/2025
----------------------------	--	-----------------

**Remarks:** \_\_\_\_\_

**Resolution Date:** \_\_\_\_\_ **Item No:** \_\_\_\_\_

## ONLINE AUCTION CONTRACT FOR AGENCY USE

*Reference Sourcewell Master Agreement #111424-AUC*

**Category:** Auction Services with Related Solutions | **Supplier:** Auctions International, Inc.

This agreement made on 7/23/2025, between the Erie County Water Authority, hereinafter called "Seller", and Auctions International, Inc., located at 11167 Big Tree Road, East Aurora, NY 14052, hereinafter called "Auctioneer".

The Auctioneer hereby agrees to use professional skills, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale. All auction items will be sold "as-is", "where-is", subject to Seller's terms.

The Seller agrees to provide titles, keys and all other proof of ownership to customers who present a paid invoice from Auctions International, Inc., and release the purchased items once the Auctioneer has received full payment for the goods listed and described in detail on the provided condition reports, and/or provided by electronic means to Auctioneer.

The Seller agrees they have the legal authority to sell the merchandise consigned to auction through this signing of this agreement. Furthermore, Seller agrees to provide merchantable title (where applicable) with no liens or encumbrances, and agrees to write-in the purchaser information on the transfer documentation/titles, as required by law. Seller also agrees not to sell consigned merchandise before the term of the online auction is complete, under any circumstances.

The auction is to be held online at [www.AuctionsInternational.com](http://www.AuctionsInternational.com), beginning and closing on mutually agreed dates and times. The terms and process of this contract shall remain in affect for two (2) years after the agreement is executed, based on the needs of the seller. The Seller may terminate this contract at any time for convenience.

**Buyer's Premium Rate:** 10% for invoice payments made with cash, certified/guaranteed funds. This buyer's premium rate will be referenced as a discounted buyer's premium. Optional, invoice payments made by debit/credit card will incur a non-discounted buyer's premium rate of 12.77%. The buyer's premium is charged per asset and is calculated based on the high bid price, paid by the highest bidder/buyer.

### **Seller Return Benefit:**

1.75% of the Auctioneer's earned buyer's premium will be returned back to the Seller, after all expenses are accounted for and the Seller reaches the one million dollar (\$1,000,000.00) AVDP level within the concurrent 12 month sales period. 12-month sales period will commence at the signing of this agreement and will conclude on the 364<sup>th</sup> day thereafter and the 12-month sales period will reset on thereafter. All sales above the one-million-dollar AVDP, within the 12-month sales period will be eligible for the Seller Return Benefit.

### **Example of Seller Return Benefit:**

A Seller conducts \$1,000,000 in surplus sales during the first six (6) months of their 12-month sales period. Their next auction generates \$500,000 in total sales.

Breakdown of Benefit Calculation:

- Auction Total: \$500,000.00
- Buyer's Premium (10%): \$50,000.00
- Seller Return Benefit (1.75% of Buyer's Premium): \$875.00  
(Calculation:  $\$50,000.00 \times 1.75\% = \$875.00$ )

The Auctioneer will conduct auctions at **no cost to the Seller**, provided the Seller supplies the necessary photos and descriptions of consigned merchandise in an acceptable format.

If the Seller requests, Auction Staff can visit the Seller's facilities to capture photos and descriptions of assets for auction. **Fees for this service must be agreed upon in advance.**

**Additional Fees (if applicable):**

- **Vehicle/Heavy Equipment Check-In Fee (per item):** \_\_\_\_\_
- **General Merchandise Check-In Fee (per item):** \_\_\_\_\_
- **Travel Expenses:** \_\_\_\_\_

The Auctioneer will mail a check to the Seller for all proceeds collected within fifteen (15) business days after the Seller approves the bids and all payments have been received. This payment will be accompanied by an accounting summary.

In the event a winning bidder refuses or fails to pay for their invoiced items, the Auctioneer will offer the merchandise to the backup bidder at their last highest bid amount. The defaulting bidder will be permanently banned from future auctions.

If the backup bidder declines the purchase or fails to complete payment within a reasonable timeframe, ownership of the merchandise will revert to the Seller. Upon the Seller's request, any unsold merchandise may be relisted in a future online auction at no additional cost to the Seller.

**INDEPENDENT STATUS.** That during the existence of this agreement, the Auctioneer shall remain an individual, independent contractor, retaining its separate identity and shall in no way be considered a division, department or employer-employee relationship with/of the Seller's agency or organization.

**WAIVER.** No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles.

**DISPUTE RESOLUTION:** Any disputes arising under this Agreement shall first be subject to good faith negotiations between the parties. If a resolution cannot be reached, the matter shall be submitted to binding arbitration in Erie County, New York, pursuant to the rules of the American Arbitration Association.

**ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter of this Agreement.

**SEVERABILITY:** In any provisions of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

(X) _____	Jerome D. Schad, Chair	716.685.8565 (Lavonya C. Lester)
Seller's Authorized Signature	Printed Name and Title	Telephone Number

(X) Erie County Water Authority, Attn: Cash Manager, 295 Main Street, Room 350, Buffalo, New York 14203
Seller's Agency Payment Address (Check will be made out and mailed to Seller, from Auctioneer)

\_\_\_\_\_  
Seller's E-mail address

(X) _____	_____	_____
Auctioneer's Signature	Auctioneer's Printed Name	Seller's County