

## Sarah A. Mausolf

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**From:** Sarah A. Mausolf  
**Sent:** Tuesday, October 15, 2024 1:20 PM  
**To:** Stephanie Johnson  
**Subject:** FW: QUICK QUESTION  
**Attachments:** Effingham County SelectAnAward\_Proposal 10.7.24.docx

I appreciate your help getting this signed, Mrs. Stephanie.

I will include it in the next BOC Agenda.

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**From:** Craig Ainsworth <craiga@appreci8u.com>  
**Sent:** Tuesday, October 8, 2024 4:56 PM  
**To:** Sarah A. Mausolf <SMausolf@EffinghamCounty.org>  
**Cc:** Libby Kessler <LKessler@EffinghamCounty.org>  
**Subject:** RE: QUICK QUESTION

Caution: External Message

Hi Sarah:

Hinda Incentives is the same company. Select An Award is just a rebranded name for Gift Select Now platform.

Craig Ainsworth  
Appreci8u  
VP Sales & Marketing  
404-583-3501 (c)  
770-998-7111 (o)  
[craiga@appreci8u.com](mailto:craiga@appreci8u.com)  
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**From:** Sarah A. Mausolf <SMausolf@EffinghamCounty.org>  
**Sent:** Tuesday, October 08, 2024 4:13 PM  
**To:** Craig Ainsworth <craiga@appreci8u.com>  
**Cc:** Libby Kessler <LKessler@EffinghamCounty.org>  
**Subject:** QUICK QUESTION

Good Afternoon, Craig-

I apologize, but I may have forgotten: is Hinda Incentives replacing Gift Select Now? I presented the attached presentation to our BOC in December of 2023. I need some clarification about asking our Chairman to sign this agreement.

Thank you, Sarah

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*Sarah Mausolf*

Sarah Mausolf, CCC  
*Director, Human Resources and Risk Management*  
Effingham County Board of Commissioners  
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O (912) 754 2104 | C (912) 429 2101  
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Authorization For:

**Effingham County**

Jim Kilmetis  
Business Development Director  
914-262-1977  
jkilmetis@hinda.c



October 15, 2024

Project: Effingham County Years of Service

Dear Libby and Sarah,

We appreciate the opportunity to submit this proposal to implement the Select An Award solution based on the Effingham County Years of Service requirements. We look forward to working with you in the successful design and implementation of this solution.

As we understand your requirements:

- Effingham County will provide their recipients notification of achievement through a method of their choice.
  - Each recipient will receive a redemption code along with instructions for award/gift selection. Hinda will provide the list of redemption codes so that Effingham County can send each recipient the redemption code and URL which will take them to Effingham County branded welcome page and gift selection screen.
  - Customer care will be provided for recipient inquiries.
  - Program management support will be provided.
  - Pricing includes the gift, shipping and handling. Sales tax will be invoiced as applicable.

	Level	Number of Codes Needed
\$25 Level	1 Year	145
\$50 Level	2-3 Years	266
\$75 Level	4-5 Years	151
\$100 Level	6-7 Years	83
\$150 Level	8-9 Years	28
\$200 Level	10-11 Years	30
\$250 Level	12-13 Years	25
\$300 Level	14-15 Years	25
\$500 Level	16-17 Years	20
\$750 Level	18-19 Years	20
\$900 Level	20-21 Years	10
\$1000 Level	22 +	50



Implementation Requirements:

Please allow up to 2 weeks for implementation from the time project details are submitted to us. Upon execution of this agreement, we will schedule an implementation session to gather full details and share website image sizes, etc.

I look forward to discussing further how we can best serve your needs. If you have any questions, please do not hesitate to contact me.

Best Regards,

Jim Kilmetis  
Business Development Director  
914-262-1977  
jkilmetis@hinda.com



## OUR QUALIFICATIONS

Hinda offers 700+ brands and 5,000+ items to choose from when sourcing awards. Our team of professional merchandisers maintain the award/gifting levels by adding new products regularly and removing those that are no longer available. Most items are stocked right in our warehouse, which allows us to take special care in the selection, picking, packing and shipment of awards and to provide exceptional service throughout the redemption process.

## PROCESS AND SOLUTION OVERVIEW

The technology we will be using for this program is called Select An Award which is a simple-to-use tool that allows the participant to input a single redemption code, complete a captcha security validation, select their award/gift and checkout. The selection page and confirmation emails will be branded to your program.

### System Overview:

- We will set up a fully customized branded gift selection site at no charge and within 10- 15 business days. This site will reflect program logo, specific welcome message and the level of gifts associated with the redemption code entered.
- Participant goes to [www.<InsertYourProgramName>.Select An Award.com](http://www.<InsertYourProgramName>.SelectAnAward.com), enters the redemption code, complete reCAPTCHA and is then directed to client landing page including your logo, your customized welcome message and your gift portfolio.
- Two program-branded emails will be sent to the recipient – one to confirm the order and one to confirm shipment so they know their item is on its way.

## REDEMPTION EXPERIENCE

The user experience is very simple and intuitive. You may access a demo site to see the experience via this login:

<https://www.SelectAnAward.com>

Sample redemption code: ZF7CFA6X2255 (View Only, the shopping cart has been disabled for this code)

Once redemption code and reCaptcha process are complete (for security), client logo and custom messages will show on subsequent award selection and checkout pages. Note, your site will be customized with your logo, your welcome banner, content page banners, etc.

## CUSTOMER SERVICE FOR RECIPIENTS

Hinda's Customer Care Team will be available to support any inquiries your participants may have about the gift selection site, redemption process and to service any post-redemption issues that may arise. Customer Care is available from 8:30am-5pm EST, Monday-Friday.

## CUSTOMER SERVICE FOR PROGRAM ADMINISTRATORS

As program administrators, you'll have a designated Program Manager at Hinda who will have full operational responsibility for your program. Your Program Manager is available for ongoing inquiries and any operational support you require.

## REPORTING/INVOICING

To stay current with all orders, you will be invoiced weekly for all awards/gifts that were shipped the prior week. Each item will be invoiced at net cost (inclusive of the item, handling and freight), and sales tax as applicable. Payment terms, net 30 days from invoice date.

## POLICIES/PROCEDURES

### Fulfillment

In-stock inventoried items will generally ship within 2 business days of order receipt. Participants may obtain status of their order by inputting the redemption code and clicking Redeem / Track Order. They also will receive a confirmation email with tracking information when their order ships.

### Damaged/Defective Merchandise

We extend a 100% guarantee return policy for any item received damaged or defective providing it is returned in its original packaging. Incidence is less than 1%. There is no cost to client or the gift recipient.

For items that are received damaged, recipient will notify Customer Service within 48-hours of delivery. For items that become defective within 30 days of receipt, we will provide a replacement. If an item becomes defective after 30 days of delivery, Customer Service will provide "proof of purchase" so the item can be serviced or replaced under the manufacturer warranty. In summary:

- Any item received damaged (report within 48-hours) or defective (report within 30-days of receipt) will be replaced via a call to Customer Service to report the issue.
- Hinda will provide an RA # and return instructions.
- Participant will re-package the item in its original packaging and include the RA# on the box.
- Hinda will authorize the delivery carrier to pick up the item.
- Once received at Hinda, the return is inspected and entered into our system. A replacement order is entered.
- Stocked replacement items will ship within 72 hours of the replacement order. If the original item is discontinued or not available, a new code will be issued to the participant to choose a new award/gift.

### Freight Carriers

Items will be shipped based on the "best method" as determined by Hinda. One of the following providers or another recognized carrier with tracking capability will be used: UPS, DHL, USPS or other method, if international.

### Undeliverable Orders

Undeliverable items will be returned to Hinda by the carrier. Hinda will make 2-3 attempts to contact the participant by email, phone or client program administrator. If unable to correct the address, order will be cancelled, and participant will be notified by email. Upon receipt of the order's cancellation status, participant will be eligible to re-purchase and must provide corrected address.

### Delivered, Non-Received Orders

If an item is tracked as delivered and signed for, the participant will be provided that information. If the item is delivered without signature, Hinda will process a claim with the carrier. Once the claim is resolved, usually within 10-days, Hinda will ship a replacement to the participant. If an item is lost in transit, Hinda will process a claim with the carrier and immediately ship a replacement to the participant.





	<b>Select An Award – Date Driven Milestone (Years of Service or Birthday)</b>
<b>Overview</b>	<p>Select An Award can be enabled to celebrate Date Driven Milestones such as Years of Service or Birthdays. Includes pre-notifications to managers, notifications to employees, and redemption reminders.</p> <p>Select An Award may also include unique and custom-designed physical presentation options. (additional fees apply)</p>
<b>Pricing Structure</b>	<ul style="list-style-type: none"> <li>• Effingham will send out codes to participants</li> <li>• If custom levels are required, including international, \$1,000 setup fee for up to 5 catalogs, \$150 per additional catalog. Note, this assumes data drive catalog rules (i.e. items in price ranges vs. custom select items)</li> <li>• If branded items included \$1,000 setup fee, \$4.00 per order fee</li> </ul>

#### OFFER ACCEPTANCE

We appreciate the opportunity to submit an offer detailing the estimated investment needed to fully implement the Select An Award platform. Select An Award® is a licensed software.

By signing this offer, you are agreeing to the terms and pricing contained within this offer.

Accepted by: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Accepted: \_\_\_\_\_

#### Terms and Conditions

##### 1. Payment Terms

- 1.1 **Invoicing and Payment.** Hinda shall submit invoices to Client in accordance with the Offer & Acceptance above (the "Agreement"). Client shall pay to Hinda the Fees described on such invoices within thirty (30) days of receipt (including electronic receipt). All Fees shall be invoiced and paid in **US dollars**. Any Fees remaining unpaid after their due date shall bear interest at the rate of 2% per month (24% per annum) from such due date until paid.
- 1.2 **Taxes.** All Fees are exclusive of, and Client shall be solely responsible for, any and all taxes that may be levied or for which there is an obligation to collect, in connection with this Agreement, including, without limitation, applicable federal, state, or provincial sales tax, or any other taxes which may be implemented in the future, except for taxes based on the net income of Hinda.



## 2. LIMITATION OF LIABILITY

- 2.1 LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITH RESPECT TO LOSS OF OR DAMAGE TO DATA, LOST PROFITS OR SAVINGS OR BUSINESS INTERRUPTION, TRADING LOSSES OR TRANSACTION LOSSES OR ANY OTHER CONSEQUENTIAL ECONOMIC LOSS) OF ANY KIND OR NATURE WHATSOEVER SUFFERED BY A PARTY OR ANY THIRD PARTY HOWSOEVER CAUSED (WHETHER RESULTING FROM IMPAIRED OR LOST DATA, DATA BREACHES, SOFTWARE OR COMPUTER FAILURE, SUPPORT FAILURE, OR ANY OTHER CAUSE) AND REGARDLESS OF THE FORM OR CAUSE OF ACTION, EVEN IF SUCH DAMAGES ARE FORESEEABLE OR A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, HINDA'S MAXIMUM AGGREGATE LIABILITY FOR CLAIMS HEREUNDER IS LIMITED TO THE TOTAL FEES PAID BY CLIENT TO HINDA DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH THE CLAIM FIRST AROSE.

The limitations set out in this Section 2.1 will not apply to limit either Party's liability for: (a) fraud; (b) willful misconduct; (c) in the case of client, its obligation to pay amounts owed to Hinda; or (d) matters for which liability cannot be excluded or limited under applicable law.

## 3. TERMINATION

- 3.1 Term. This acceptance shall become effective as of October 7, 2024 shall continue until terminated by either party upon not less than 90 days' notice in writing given by either party to the other.

- 3.2 Termination.

- (a) *Termination for Cause.* Either Party may terminate this Agreement at any time upon written notice to the other Party if the other Party is in material breach of, or attempts to breach, any of its obligations, representations or warranties pursuant to this Agreement and fails to rectify such breach within thirty (30) days after receiving written notice of the breach.
- (b) *Termination for Insolvency.* Either Party may terminate this Agreement upon written notice to the other Party if the other Party becomes insolvent, makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts generally.

- 3.3 Effects of Termination.

- (c) *General Effects of Termination.* Upon termination or expiration of this Agreement in accordance with this Agreement: (a) all rights granted to Client thereunder shall immediately cease; (b) Hinda shall issue to Client an invoice for all accrued Fees which shall be due within ten (10) days of Client's receipt of such final invoice; (c) Client shall delete or return any materials provided by Hinda in connection with this Agreement, as applicable.

## 4. GOVERNING LAW

- 4.1 Choice of Law and Jurisdiction.

The laws of the State of North Carolina shall apply in all respects to the interpretation and performance of this Agreement. Any legal action arising out of or in any way related to this Agreement may be brought in the federal or state courts of the State of North Carolina, and Client consents to personal and subject matter jurisdiction of such courts. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY PROCEEDING RELATING TO ANY DISPUTE.

**5. COUNTERPARTS**

5.1 This Agreement may be executed in two counterparts, all of which together shall constitute one and the same instrument. Signature pages of this Agreement exchanged by facsimile or electronic mail in PDF or similar format shall be deemed binding as originals.



Acceptance and Signature

This document is duly executed by the duly authorized representatives of the parties as set forth below:

Hinda Inc.

Effingham County

By: \_\_\_\_\_

By: Wesley M. Corbitt

Name: \_\_\_\_\_

Name: Wesley M. Corbitt

Title: \_\_\_\_\_

Title: Chairman at Large

Date: \_\_\_\_\_

Date: 10/15/2024

## **Staff Report**

**Subject:** Request Approval of an Employee Recognition Program

**Author:** Sarah Mausolf, Director

**Department:** Human Resources and Risk Management

**Meeting Date:** December 5, 2023

**Item Description:** Request Approval of an Employee Recognition Program

### **Summary Recommendation:**

Staff is requesting authorization to approve an Employee Recognition Program.

### **Executive Summary/Background**

HR Staff would like to begin a formal Employee Recognition Program to help with retention. This program would allow employees that milestone years to choose a gift of their liking from the website portal. The gift is sent directly to them. There are no administrative fees, and the County is billed only for selected gifts.

### **Alternatives for Commission to Consider**

1. Approve the request for an Employee Recognition Program.
2. Disapprove and provide staff with guidance.

**Recommended Alternative:** Staff recommends Alternative 1.

**Other Alternatives:** None.

**Department Review:** County Manager and Human Resources.

**Funding Source:** HR Budget

**Attachment:** PowerPoint Presentation