



AGREEMENT FOR

EMPLOYEE SERVICE AWARDS PROGRAM

BETWEEN

THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

PEOPLEVALUE, INC.

AGREEMENT NO. 11-202/PF

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Agreement for Professional Services
Agreement No. 11-202/PF

This Agreement, between the Solid Waste Authority of Palm Beach County, a special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and PeopleValue, Inc. (hereinafter referred to as CONSULTANT), a Florida Corporation, whose Federal Employer Identification Number is 65-09999-31:

Whereas, AUTHORITY requires certain professional services in connection with Employee Service Awards; and

Whereas, CONSULTANT represents it is capable and prepared to provide such services.

Now, therefore, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be December 1, 2010.

Term of Agreement shall be for a one (1) year period, unless otherwise terminated as provided herein. The Authority shall have the option of extending the Agreement for two (2) additional years in one (1) year increments at the same terms and conditions. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the services as specifically stated in the Scope of Work (Exhibit A) and as may be specifically designated and authorized by the AUTHORITY.

ARTICLE 3 - COMPENSATION

3.1 - GENERAL

Compensation may be negotiated as a lump sum or not to exceed price on a per-project basis, on each individual CSA. Invoices must reference the current contract number or Consultant Services Authorization number (if any).

Total expenditure for the first and subsequent years of this Agreement shall not exceed thirty-three thousand dollars (\$33,000). CONSULTANT shall submit a monthly invoice for services rendered. Invoices shall include a statement of progress made regarding the project, and a breakdown of hours spent on the project. There shall be no reimbursable expenses allowable.

Each individual invoice shall be due and payable thirty (30) days after receipt of correct, fully documented, invoice by the AUTHORITY. All invoices shall be delivered to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attn: Accounts Payable, c/o Michelle Napier

In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT'S final/last billing to the AUTHORITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the Authority. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.

1. **General Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
2. **Automobile Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.
3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$1,000,000 for each accident, \$1,000,000 for each disease, and \$1,000,000 aggregate.
4. **Excess Liability** Insurance with limits of not less than \$5,000,000 annual aggregate.

Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.

CONSULTANT shall furnish AUTHORITY **certificates of insurance** which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to the AUTHORITY. CONSULTANT shall include AUTHORITY as an **additional insured** on the General Liability and Automobile Liability insurance policy required by the Agreement. All of CONSULTANT'S sub-consultants shall be required to include AUTHORITY and CONSULTANT as **additional insured** on their General Liability insurance policies.

In the event that sub-consultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the AUTHORITY for any claim in excess of the sub-consultants insurance coverage.

The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

ARTICLE 5 - STANDARD OF CARE

CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances and CONSULTANT shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - INDEMNIFICATION

6.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, AUTHORITY and CONSULTANT agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

CONSULTANT agrees to protect, defend, indemnify, and hold harmless the AUTHORITY, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the AUTHORITY, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any acts or omissions of the CONSULTANT, its employees, or agents, arising out of or connected with this Agreement. The CONSULTANT shall not be required to indemnify the AUTHORITY or its agents, employees, or representatives, when an occurrence results solely from the wrongful acts or omissions of the AUTHORITY, or its agents, employees or representatives.

6.3 SURVIVAL

Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

ARTICLE 7 - INDEPENDENT CONTRACTOR

CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. AUTHORITY shall have no right to supervise the methods used, but AUTHORITY shall have the right to observe such performance. CONSULTANT shall work closely with AUTHORITY in performing Services under this Agreement.

The CONSULTANT shall not pledge the AUTHORITY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the Services, CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 10 - SUB-CONSULTING

The AUTHORITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant to perform properly under this Agreement.

If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub-consultant by the AUTHORITY.

ARTICLE 11 - FEDERAL AND STATE TAXES

The AUTHORITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the AUTHORITY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the CONSULTANT be authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

ARTICLE 12 - AVAILABILITY OF FUNDS

The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

ARTICLE 13 - AUTHORITY'S RESPONSIBILITIES

AUTHORITY shall be responsible for providing access to all project sites, and providing information on hand required by CONSULTANT, including; existing reports, studies, financial information, and other required data that are available in the files of the AUTHORITY.

ARTICLE 14 - TERMINATION OF AGREEMENT

This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the AUTHORITY in the event of substantial failure by the AUTHORITY to perform in accordance with the terms of the Agreement or through no fault of the CONSULTANT. It may also be terminated by the AUTHORITY with or without cause immediately upon written notice

to the CONSULTANT. Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the AUTHORITY, the CONSULTANT shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other material related to the terminated work to the AUTHORITY.
- d. Continue and complete all parts of the work that have not been terminated.

The CONSULTANT shall be paid for services actually rendered to the date of termination.

ARTICLE 15 - UNCONTROLLABLE FORCES

Neither the AUTHORITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 16 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of **Florida**. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida.

ARTICLE 17 - NON-DISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

ARTICLE 18 - WAIVER

A waiver by either AUTHORITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 19 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

ARTICLE 20 - ENTIRETY OF AGREEMENT

The AUTHORITY and the CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and CONSULTANT pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 21 - MODIFICATION

The Agreement may not be modified unless such modifications are evidenced in writing signed by both AUTHORITY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

AUTHORITY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. CONSULTANT shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.

ARTICLE 23 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 24 - TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 25 - OWNERSHIP OF DOCUMENTS

CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY.

ARTICLE 26 - ACCESS AND AUDITS

CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the CONSULTANT'S place of business.

ARTICLE 27 - OFFICE OF INSPECTION GENERAL

Palm Beach County has established the Office of the Inspector General, Ordinance (OIG) No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. It is anticipated that the AUTHORITY will enter into a similar contract with the OIG and if so, all parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this RFP and any resulting contract. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the PROPOSER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or

impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 28 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To AUTHORITY

Solid Waste Authority of Palm Beach County
7501 N. Jog Road
West Palm Beach, Florida 33412
Attention: Executive Director

As To CONSULTANT

PeopleValue, Inc.
12841 Oak Knoll Drive
Palm Beach Gardens, Florida 33418
Attention: Jillian Walter, President

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and AUTHORITY.

ARTICLE 29 - CONTRACT ADMINISTRATION

Services of CONSULTANT shall be under the general direction of Director, Employee Relations, or his/her successor, who shall act as the AUTHORITY'S representative during the term of the Agreement.

ARTICLE 30 - KEY PERSONNEL

CONSULTANT shall notify AUTHORITY in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Jillian Walter, President
PeopleValue, Inc.
12841 Oak Knoll Drive
Palm Beach Gardens, Florida 33418
Office No.: 561-624-3490 Fax No.: 561-776-8070

**ARTICLE 31 - MINORITY/WOMAN/SMALL BUSINESS ENTERPRISE (M/W/SBE)
AFFIRMATIVE ACTION PROGRAM**

The Governing Board of the AUTHORITY has set 15% as the AUTHORITY'S goal for minority participation in contracts and purchases. CONSULTANT shall submit a plan showing how he/she will assist the AUTHORITY in achieving this goal through woman/minority subcontractor participation or any other method. Minority hiring, although laudable, does not qualify for the purpose of meeting the goal above cited. The goal is to encourage doing business with certified M/W/SBE'S. The AUTHORITY will require documentary proof of the implementation and progress of the proposed plan.

The CONSULTANT understands that each minority and/or woman-owned firm utilized pursuant to this Agreement to meet the AUTHORITY M/W/SBE goals must be certified by a governmental entity. Certificates shall be submitted for specific M/W/SBE'S listed in the plan.

ARTICLE 32 - CONFIDENTIALITY

No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the CONSULTANT under this Agreement shall be made available to any individual or organization by the Consultant without prior written approval of the Authority.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

In Witness Whereof, the Solid Waste Authority of Palm Beach County, and PeopleValue, Inc. has executed this Agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:

1. _____

By: _____

Mark Hammond
Executive Director

2. _____

Approved as to Form and Legal Sufficiency:

By: _____

General Counsel to the Authority

CONSULTANT:

Attest:

Corporate Secretary

By: _____

(Corporate Seal)

Witness:

Name: _____

1. _____

Title: _____

2. _____

SCOPE OF WORK

The following are the specifics of the Employee Service Award Program and shall include:

Service Awards

- A. Awards will be given to employees at 5, 10, 15, 20, 25 and 30+ year intervals.
- B. Awards shall be priced at approximately \$20.00 - \$30.00 for each year of service.
- C. Awards shall be given once a year, usually in December.
- D. The Authority currently employs a diverse workforce of approximately 410. Total number of employees may fluctuate.
- E. The number of employees eligible for awards over the next five (5) year period is anticipated at:

<i>Year</i>	5	10	15	20	25	30
2011	33	25	14	18	7	1
2012	20	6	12	9	17	0
2013	8	16	14	10	12	2
2014	8	10	15	19	13	0
2015	2	25	17	10	20	5

Note: The above number of employees/quantities are estimated and based on current employee data which is subject to change.

Consultant shall provide, at the minimum:

- 1. A minimum of ten (10) different items for selection at each award interval. Selection will include jewelry and lifestyle items.
- 2. Each award shall carry the Solid Waste Authority emblem or logo (lifestyle items).
- 3. All emblems shall be no less than 10k gold and contain the following jewelry
For each year category:
5 years - Citron
10 years - Emerald
15, 20, 25 & 30 years - Diamond
(size of diamond to increase at each year interval)
- 4. Consultant shall provide user friendly website for employee to order award. Website will provide employer access for tracking orders.
- 5. Vendor shall provide engraving on requested items at no additional charge.
- 6. Consultant shall provide a full color brochure illustrating the full range of awards

proposed for each service year interval. Each employee, at given level of service, shall receive a brochure mailed to their home address. Brochure shall be provided through the term of the Agreement; including contract renewals extensions at no additional charge. Vendor is responsible for all printing and postage/mailing expenses.

7. Consultant shall provide a firm itemized price list for all of the proposed items for 5, 10, 15, 20, 25 and 30+year service intervals. Prices shall be good for a period of thirty (30) days from proposal due date. After that prices shall rise or fall based on gold and silver market prices. Pricing information shall be provided in an easy to read table format (i.e. excel) and shall include the year interval, the item and the price.
8. All merchandise shall be unconditionally guaranteed against defective materials or craftsmanship.
9. Any and all repairs or replacement shall be done at a minimal price for the lifetime of the item, excluding battery replacement.
10. Consultant shall supply a local representative to assist with program implementation.
11. Delivery shall be approximately sixty (60) to ninety (90) days after receipt of order.
12. Lifestyle and large gift items awards shall be mailed to employees' home address at no cost to the Authority or employee. Items shall be presented in gift box as appropriate, with employee name and years of service. Jewelry items will be mailed to the Authority for presentation at no additional cost to the Authority. In addition to award, The Authority will receive a Certificate of Appreciation for each employee for years of service, which is suitable for framing.
13. No additional or hidden cost items will be accepted. These types of charges include additional die charges, and charges associated with shipping or handling costs.
14. Consultant may be asked to provide special award items (safety, recognition, etc.) at an agreed upon price.

Safety Award Rings

A. **Ring Description – Safe Operator**

Sterling Silver signet, black onyx stone, engraved with SWA logo on one side and Safe Operator on the opposite. Eight (8) black onyx stones (star insets) around the center stone.

Upgrade after five (5) years, ½ carat diamond, center in black onyx stone.

Men and Women

B. **Ring Description – Safe Driver**

14K gold signet, black onyx stone, engraved with SWA logo on one side and Safe Driver on the opposite. Eight (8) black onyx stones (insets) around the center stone.

Upgrades every two (2) years in initial ring (inset), one (1) onyx stone is replaced with one (1) 6 point diamond.

Final upgrade, ½ carat diamond, centered in black onyx stone.

Men and Women

FEE SCHEDULE

M/W/SBE PLAN

PeopleValue, Inc. is certified with the State of Florida as a Minority Business Enterprise.