



ACCG-IRMA & ACCG-GSIWCF

SAFETY DISCOUNT VERIFICATION FORM

Complete & Return between August 1, 2024 and September 16, 2024 to Receive a Discount.

- The appointed **ACCG-IRMA Safety Coordinator** is Libby Kessler
(Safety Coordinator is responsible for the Safety Program)
 Position Health, Wellness, and Safety Coordinator Email: lkessler@effinghamcounty.org
- The appointed **ACCG-GSIWCF Safety Coordinator** is Libby Kessler
(Safety Coordinator is responsible for the Safety Program)
 Position Health, Wellness, and Safety Coordinator Email: lkessler@effinghamcounty.org

TRAINING REQUIREMENTS

- SAFETY COORDINATORS**
 - COMPLETE SAFETY COORDINATOR MODULES I, II, AND/OR III Modules I, II, III - AUGUST 29-30, 2023
(COURSE / DATE)
 - COMPLETE SAFETY COORDINATOR MODULES I, II, AND/OR III _____
(COURSE / DATE)
- ANY EMPLOYEE**
 - ATTEND LGRMS TRAINING COURSE OR WEBINAR Advanced Workers' Compensation Training - April 12, 2024
(COURSE / DATE)

DEPARTMENTAL SAFETY MEETINGS OCT-DEC JAN-MAR APR-JUN JUL-SEP

SAFETY COMMITTEE MEETINGS OCT-DEC JAN-MAR APR-JUN JUL-SEP

SAFETY ACTION PLAN [DUE APRIL 1ST to LGRMS] 03/29/2024
(DATE SUBMITTED)

The members of the Board of Commissioners of Effingham County
(Name of County)

hereby verify that they fully comply with the requirements of the Safety Discount Program.

ACCG-IRMA YES NO N/A ACCG-GSIWCF YES NO N/A

County Chairman Signature

Date



2024



ACCG – Group Self-Insurance Workers’ Compensation Fund Employee Safety Grant Application

Member Name:	Effingham County Board of Commissioners		
Member’s Insurance Contact:	Sarah Mausolf		
Phone #:	912-754-2104	Email:	smausolf@effinghamcounty.org

Items Requested for Reimbursement:

#	Item Name	How will this item reduce workers’ comp risks?	Estimated Cost
1	Chest Seal replacements for Stop The Bleed Kits	Ensure all Stop The Bleed Kit supplies are in date	\$1,329.00
2	First Aid Truck Kits, Replenishment Center, and Trauma Bag	Provide First Aid Kits in County vehicles, at the Admin building, and the gyms	\$3,877.00
3	Automated External Defibrillators (AED)	Portable Live Saving device that can help an employee or citizen suffering from sudden cardiac arrest. Stored in AED Cabinet. Replacement batteries, replacement pads, and maintenance included in monthly contract.	\$2,648.40
TOTAL			\$7,854.40

Application Checklist:

<input checked="" type="checkbox"/>	Current Safety Action Plan
<input checked="" type="checkbox"/>	Expected cost, purchase order, invoice or receipt attached for each requested item

Member’s Approval / Submittal Authorization (Chairperson / Executive Director):

As Chairman (or Authority Director), I hereby acknowledge and verify that I have read, support, and agree to fully comply with all requirements of the ACCG-GSIWCF Employee Safety Grant.

Print Name	Wesley M. Corbitt	Date	08/20/2024
Signature			

For further assistance, LGRMS Director Dan Beck can be contacted at 678.686.6279; toll-free at 800.650.3120 or email dbeck@lgrms.com.

To be eligible, the Employee Safety Grant Application must be completed **between May 1, 2024 and August 30, 2024.**

Submit to accginsurance@accg.org with the *Email Subject Line*: EMPLOYEE SAFETY GRANT PROGRAM. Originals are not necessary.

SAFETY ACTION PLAN

Member:	Effingham County Board of Commissioners - WC	Time Period:	2024
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Loss Trend Analysis – Top Office/Departments by Loss Type by % of Claims Dollars




#1 Focus Office / Department:		Sheriff;s Office
#	Loss Type (Cause)	% of Claims Dollars
1	L.E. Ops	45%
2	Motor Vehicle	39%
3	Non-Category	6%

#2 Focus Office / Department:		Fire Department
#	Loss Type (Cause)	% of Claims Dollars
1	Training	47%
2	Ergonomics	36%
3	Fire Ops	12%

Action Items

#1 Focus Office / Department		Sheriff		
Loss Types Focus		L.E. Ops		
Risk Reduction Goal		Reduce Incidents by 20%		
#	Action Item	Owner's Name	Target Date	Status
1	Community Oriented Policing	Danny Harrington	March 2024	Complete
2	De-escalation/use of force training	Danny Harrington	March 2024	Complete
3	In depth debriefing and follow up on major incidents	Danny Harrington	By occurence	Open

#2 Focus Office / Department		Fire Department		
Loss Types Focus		Training		
Risk Reduction Goal		Reduce Incidents by 20%		
#	Action Item	Owner's Name	Target Date	Status
1	Training on how to implement ergonomic principles	Clint Hodges	July 2024	Open
2	Training on proper body mechanics and physical fitness recommendations	Clint Hodges	July 2024	Open
3	Training on proper mounting/dismounting of apparatus	Cling Hodges	July 2024	Open

	Print Name	Signature	Date
Top Elected Official / Administrator / Manager	Tim Callanan		3/27/24
Leader of #1	Danny Harrington		3/28/24
Leader of #2	Clint Hodges		3/27/24



RESCUE ESSENTIALS

NATIONAL
LAW ENFORCEMENT SUPPLY

RESCUE ESSENTIALS AND NLES ARE DIVISIONS OF TRI-TECH FORENSICS, INC.

3811 International Blvd., Unit 100 • Leland, NC 28451
910/457.6600 • FAX 910/457.0094 • 800/438.7884

ORDER

ORDER # 01023784

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BILL TO:
Effingham County Board of Commissioners
Libby Kessler
804 S. Laurel Street
Springfield, GA 31329
P: 9127542104

SHIP TO:
Effingham County Board of Commissioners
Libby Kessler
804 S. Laurel Street
Springfield, GA 31329
P: 9127542104

Purchase Order #	Customer ID	Sales Person	Shipping Method	Payment Terms	Req'd Ship Date	Master #
HYFINS	REEFFIGAGOV	APV	BEST WAY - QUO	PREPAY CC	7/11/2024	945597

Quantity Ordered	Quantity BO	UOM	Item #	Description	Price	Extended Price
100	0	EACH	50-0316	Hyfin Vent COMPACT Chest Seal Twin Pack	\$13.29	\$1,329.00

Subtotal	\$1,329.00
Misc	\$0.00
Tax	\$0.00
Freight	\$11.00
Discount	\$93.03
Total	\$1,246.97

GETTING YOUR TEAM READY FOR THE WORKDAY®



Customer Proposal

PRESENTED TO: Company: Effingham County

Contact: Libby & Sarah Date: 2024-03-11

From: Lauren Jackson



FIRST AID CABINET

Not all workplaces are the same. From retail to construction, Cintas First Aid products flex to meet the needs of your business. Your first aid cabinet is stocked with the products you choose and serviced by a professional who helps with everything from inventory color-coding to checking for expired product and re-stocking.



FIRST AID BUILT FOR THE WORKPLACE

- Regular on-site service to help save you time — so you can focus on your business
- Products are color-coded and specially packaged with the workplace in mind
- Customizable to meet the needs of your business
- ANSI B compliant if you choose our standard fill



FIRST AID BUILT FOR THE WORKPLACE

What is more important to a business than the health and safety of its employees and customers? Today, being prepared with essential first aid supplies is critical for your business. Cintas First Aid & Safety is here to help, providing the personal, van-delivered, onsite service you need to be sure products you've selected are always stocked. This first aid cabinet has products recognized by the American Diabetes Association® as suitable for people living with diabetes in the workplace.* Because being stocked up with the first aid supplies you choose is more important than ever before.

First Aid Cabinet • 15129



DIMENSIONS: 28 1/4" X 19 1/4" X 5 1/2"

Customer favorite products include:

- Isopropyl Alcohol Spray
- Waterproof Clear Bandages
- Junior Strip Bandages
- 3" Roller Gauze
- Elastic Ace-type Bandage Wrap
- Small Ice Pack
- Sting Relief Wipes
- Cotton Tipped Applicators
- Metal Tweezers
- Eye Cups
- Mucinex®
- Chewable Aspirin
- Cramp Relief
- Back Relief
- Cherry Cough Drops
- Allergy Relief
- Cold-Eeze® Lozenges
- Bayer® Aspirin
- DayQuil™ Severe
- Itch Relief Spray



QuikHeal™ Hydrocolloid Bandage



Glucose



Bleed Stop Gauze



WoundSeal®



Liquid Bandage



Pain Away®



Hand Lotion

*The American Diabetes Association does not endorse any product or service



Talk to your Cintas First Aid & Safety representative today to help keep your business **READY™**.

FLEET REPLENISHMENT CENTER

When you're prepared for anything, you can handle anything. If your business is on the move, Cintas First Aid & Safety has a Fleet Replenishment Center designed to help you keep your mobile first aid kits stocked with the supplies you choose.



ANTISEPTICS

181279	TRIPLE ANTIBIOTIC	3 BOXES
181639	ALCOHOL WIPES	3 BOXES
181669	ANTISEPTIC WIPES	3 BOXES

BANDAGES

32069	BUTTERFLY WOUND CLOSURE	3 BOXES
72220	2" NON-STERILE ROLLER GAUZE	6 EACH
80100	1" ADHESIVE TAPE	2 ROLLS
82620	2" ELASTIC ACETYPE BANDAGE	2 ROLLS
180019	PLASTIC STRIP BANDAGES	3 BOXES
180039	FINGERTIP BANDAGES	3 BOXES
180059	KNUCKLE BANDAGES	3 BOXES
180079	ELASTIC STRIP BANDAGES	3 BOXES
180449	3" GAUZE PADS	3 BOXES
80060	1/2" ADHESIVE TAPE	2 EACH

URN RELIEF

160200	WATER-JEL® BURN JEL	2 BOXES
163020	WATER-JEL® BURN DRESSING	2 EACH

EYE CARE

130429	4 OZ EYEWASH	2 EACH
181429	EYE DRESSINGS	2 BOXES
130479	1/2 OZ EYEWASH	2 BOXES

EMERGENCY

592242	TRAUMA PADS	1 BOX
91019	ICE PACK	4 BOXES
151629	FIRST AID GUIDE	2 EACH
171170	CPR MICRO SHEILD	2 EACH
180619	TRAIINGULAR BANDAGE	2 BOXES
182309	EMERGENCY NITRILE GLOVES	2 BOXES
261400	SILVER EMERGENCY BLANKET	1 EACH

PRODUCTIVITY

181269	HYDROCORTISONE	3 BOXES
182010	STING AMPOULES	3 BOXES
51030	HAND SANITIZER	1 BAG

FIRST AID INSTRUMENTS

1150110	DISPOSABLE METAL TWEEZERS	1 EACH
150800	SCISSORS	2 EACH

MOBILE FIRST AID AND VEHICLE KITS

First Aid cabinets are essential to any business, but sometimes you need kits when you're on the move. From kits built for vehicles to mobile bags built for emergencies, trust Cintas to provide the supplemental first aid products that help you protect your employees when business takes them on the road. Cintas first aid kits are configured with high-quality supplies, making them a great choice for vehicles.



Large Mobile First Aid Bag • 22129

- Well-stocked with essentials for immediate care in emergencies
- Includes trauma dressing and tourniquet



Small Mobile First Aid Bag • 21629

- More portable, more lightweight, soft-sided bag
- Includes the essential items for basic mobile first aid



36-Unit Deluxe Vehicle Kit • 20929

- Dust and moisture resistant metal case for harsh environments
- Filled with a wide variety of basic first aid products



20-Unit Standard Vehicle Kit

Metal • 20429 / Plastic • 20529

- Sized to fit under a car seat or even smaller space
- Durable dust and moisture resistant metal or plastic case



Bleeding Control Kit

Standard Single Unit Kit • 20629

Standard Three Unit Kit • 613771

Standard Refill Packet • 613769

Premium Single Unit Kit • 615508

Premium Refill Packet • 615509

- Designed specifically for bleeding emergencies
- Premium unit includes tactical-grade tourniquet, emergency blanket and H-vent chest seals



Quotation

Cintas First Aid & Safety

Lauren Jackson
Sales Rep

Prepared For:

Effingham County

Date: 3/11/2024
Quote Expires: 4/10/2024

Product Number	Product Description	Unit Price	Quantity	Extended Price
15129	CINTAS 5 SHELF FIRST AID FILL / EA	\$399.00	1	\$399.00
13199	FLEET REPLENISHMENT CENTER / EA	\$299.00	2	\$598.00
21629	TRAUMA BAG, SMALL FULL / EA	\$120.00	1	\$120.00
20429	TRUCK KIT ANSI A METAL FULL / EA	\$60.00	46	\$2,760.00

Subtotal \$3,877.00

Pending applicable tax

Not an Invoice. Quote Valid for 30 days.

Signature _____

Customer hereby agrees to purchase all of the items listed above in the noted quantities and at the listed prices. Customer will not be invoiced until the items are delivered and will be subject to the usual payment terms. Provided quantities do not exceed those agreed upon, if any products are held in Cintas inventory longer than 90 days, customer agrees to immediately accept and pay for those goods.

Automatic External Defibrillator Service Agreement

CUSTOMER INFORMATION

Company Name: Effingham County

Phone: 912-429-2101

Email: smausolf@effinghamcountry.org

Customer #: 22477753

Billing Address: 804 S Laurel St. Springfield, GA 31329

Physical Address: 804 S. Laurel St. Springfield, GA 31329

TERMS AND CONDITIONS

Cintas Corporation No. 2 d/b/a Cintas First Aid & Safety ("Cintas") will provide the Customer the Automatic External Defibrillator(s) selected by Customer below (the "AED Device(s)") and related products and services as specifically outlined in this agreement ("Agreement").

AED DEVICE	CASE	PRICE PER UNIT	NUMBER OF UNITS	MONTHLY PRICE
Zoll 3	Cabinet/Pelican Case	\$ 110.35 /unit	6	\$662.10 /month
MEDICAL DIRECTION: <input checked="" type="checkbox"/> LifeREADY™ 360 <input type="checkbox"/> LifeREADY™				

1. **Parties and Acknowledgment.** This Agreement is between Cintas and Customer (individually, "Party", together, the "Parties"). By signing this Agreement, Customer acknowledges it has received the entire Agreement and has read and understands all terms and conditions, including terms and conditions listed on page two. Any other terms not specifically agreed upon by Cintas, in writing, are not binding on Cintas.

2. **Term; Renewal; Charges.** This agreement is effective as of the date of execution for a term of 12 months with (2) additional 12-month renewal from the date of installation. This Agreement shall renew automatically for succeeding terms of 12 months (each a "Renewal Term") unless Customer gives to Cintas written notice of the Customer's intention not to renew at least 30 days prior to the expiration of the then-current term. Cintas shall charge Customer the above-referenced monthly price for use of the AED Device(s) and/or related services ("Monthly Service Charge"). If at the end of the 12 months, the customer is not able to receive additional funding beyond the additional 12 months, they would owe \$680 per unit. Customer acknowledges, however, that Cintas's costs may increase or other events may occur during the course of the Agreement warranting a price increase, and Cintas reserves the right to increase prices. If Cintas increases a price, Customer has the right to object in writing within 10 days of the notice of the increase. If Customer objects to the increase, Cintas has the right to terminate the Agreement. If Customer does not object, Customer is bound by the new prices. 3. **Products.** Cintas will provide for use by Customer the AED Device(s). With each AED Device, Cintas will also provide for use: one battery, one set of pads, one Prep and Response Kit, and either one AED wall cabinet or one Grab N' Run Kit (together, including the AED Device, "Product"). (Additional batteries, sets of pads, data recording cards, and other accessories are not included in the definition of Product; such items may be purchased separately from Cintas.)

4. **Service.** Cintas will deliver AED software updates when available and provide periodic service visits (at a minimum, once every six months) to check expiration dates of the battery and set of pads, to replace them if expired, and to confirm the status of the AED Device(s) through a visual inspection of the AED status indicator ("AED Services"). If Customer performs its own inspection and/or Customer identifies an expired battery or an expired set of pads, notes a fault of the AED status indicator, or identifies any other concern, Customer shall contact Cintas during normal business hours and Cintas will respond to Customer by the first business day following receipt of notice.

5. **Medical Direction.** Customer acknowledges that it must obtain a prescription for the AED Device(s) and the AED Device(s) must be subject to medical oversight. Customer acknowledges that Cintas is not a health-care provider and does not issue the prescription, provide medical oversight, or provide other related health-care or medical services. Rather, by signing this Agreement, Customer receives access to a third-party, at no additional cost to Customer, who will provide a prescription for the AED Device(s), provide medical oversight, register the AED Device(s) with local EMS (together, "Medical Direction"), and provide Customer access to the third-party's on-line software portal. As a condition to being granted Medical Direction and access to third-party's software portal, Customer acknowledges it will be required to agree to the terms and conditions applicable to those services, which will be provided at the initial log in to the software portal. Failure to do so: (a) will relieve any third-party providing the services from any liability for AED management and (b) will result in Customer assuming full responsibility and any associated liabilities for failing to acknowledge the terms and conditions.

6. **Quality of Services.** Cintas will deliver quality service at all times. Any complaints about the quality of Cintas's service that are not resolved in the normal course of business must be sent by registered letter to Cintas's General Manager at the local FAS service office. If Cintas then fails to resolve a material complaint in a reasonable period, Customer may terminate this Agreement provided AED Device(s) are returned in good working order or purchased at Replacement Cost.

7. **Scope and Limitations of Service.** The scope of Cintas's responsibilities under this Agreement is limited to delivering, performing AED Services and providing access to third-party Medical Direction, as outlined above. Customer acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type, providing regulatory guidance, or providing recommendations regarding the type, number, and placement or location of AED Device(s) at Customer's facility. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Device(s) between Cintas's periodic service visits. Customer bears sole responsibility for notifying Cintas of faults, alarms, or indications that an AED Device is not functioning properly in between Cintas's periodic service visits. Should Customer so notify Cintas, Cintas will respond to Customer by the first business day following receipt of notice and will perform a service visit within a reasonable time thereafter to provide a visual inspection of the AED status indicator and/or provide a replacement AED Device.

8. **Ownership; Care of AED Products; Replacement, Repair & Maintenance.** Cintas maintains all right, title, and ownership of the AED Device(s). Customer agrees it will not alter, repair, or otherwise make changes to the AED Products. Customer agrees to protect AED Device(s) and Product(s) from mishap and misuse. If an AED Device requires repair due to ordinary wear and tear, Cintas shall, at its sole discretion, either provide Customer with a replacement AED Device or send the AED Device for repair by the manufacturer at no charge to Customer. If Cintas, in its sole discretion, determines an AED Device must be repaired due to mishap or misuse that occurred while in Customer's possession, Cintas may charge Customer for the time, materials, and shipping involved in the repair of the AED Device. In the event an AED Device is lost, stolen, or damaged beyond repair, Customer agrees to pay a replacement cost of \$1,995 ("Replacement Cost"). If replacement is necessary and the AED Device is still subject to the Initial Term or a Renewal Term, the payment of the Replacement Cost does not release Customer of its obligations under the terms and conditions of this Agreement. If an AED Device must be replaced or repaired, Cintas, at its sole discretion, may elect to ship to Customer a replacement AED Device and have Customer ship back to Cintas the AED Device requiring repair or replacement (rather than Cintas physically delivering a replacement AED Device). Upon receipt of a replacement AED Device, Customer shall return to Cintas the original AED Device, postage prepaid by Cintas, with the Customer taking reasonable care to protect the AED Device during transit. If, at any time, Customer identifies any concern, including, but not limited to, an expired battery or set of pads, a fault on the AED Status Indicator, or any other alarm, fault or other notification that an AED Device is not functioning correctly, Customer shall contact Cintas during normal business hours and Cintas will respond to Customer by the first business day following receipt of notice.

9. **Replacement AED Device.** Customer may choose to replace an existing AED Device ("Original AED") with an AED Device of a different make or model ("Replacement AED") at any time after the expiration of the Initial Term with no penalty or cancellation charges; Customer may return Original AED to Cintas or purchase Original AED for \$399. If Customer chooses a Replacement AED, Customer must sign a new Service Agreement.

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT CUSTOMER HAS READ AND AGREED TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, INCLUDING THOSE PRINTED ON THE SECOND AND THIRD PAGE.

Customer Signature: _____

Date: Sep 21, 2023

Customer Name: Wesley M Corbitt

Title: Chairman

10. **Cancellation: Return of AED Device.** Customer may cancel the Agreement at any time with a 30-day advance written notification. If cancellation is made during the Initial Term, Customer shall pay all remaining Monthly Service Charges owed through the end of the Initial Term and either shall return all AED Devices subject to this Agreement or purchase each AED Device for a cost of \$399 per AED Device. If cancellation is made during a Renewal Term, Customer shall pay a cancellation fee of \$150 each per AED Device and either shall return all AED Devices subject to this Agreement or purchase each AED Device for a cost of \$399 per AED Device; the \$150 cancellation fee(s), however, may be applied to the purchase price of the AED Device(s). At the end of the Agreement, Customer shall return the AED Products to Cintas in good working and physical condition, reasonable wear and tear expected, within 5 business days of the cancellation of this Agreement.

11. **Manufacturer Recalls.** Customer acknowledges that, from time to time, an AED Product may be subject to a voluntary recall initiated by the manufacturer and/or an involuntary recall initiated by the United States Food and Drug Administration. Under either or both scenarios, Customer agrees to cooperate fully with Cintas regarding timely execution of any required recall procedures and to provide Cintas and/or its authorized representatives and agents with access to all of the Customer's locations and facilities where recall-affected AED Products are or may be located. Customer agrees to permit Cintas and/or its authorized representatives and agents to collect any and all recall-affected AED Products and transport any and all such AED Products away from the Customer's locations and facilities for destruction or other processing. Cintas may supply Customer with alternate AED Products having similar functions and characteristics to the recall-affected AED Products.

12. **TRAINING ACKNOWLEDGEMENT.** CUSTOMER ACKNOWLEDGES AND AGREES ALL TRAINING COURSES ARE PROVIDED BY CINTAS FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE. THE INFORMATION PRESENTED IN ANY COURSE MAY NOT REFLECT THE MOST CURRENT LEGAL DEVELOPMENTS AND CINTAS DOES NOT PURPORT TO IMPLY OR GUARANTEE FULL COMPLIANCE WITH LOCAL, STATE OR FEDERAL REGULATIONS. AN ATTORNEY SHOULD BE CONTACTED FOR ADVICE ON SPECIFIC LEGAL ISSUES. CUSTOMER ACKNOWLEDGES AND AGREES IT BEARS THE SOLE RISK OF LOSS FOR ANY LOSS, INJURY OR DAMAGES RESULTING FROM OR RELATED IN ANY WAY TO CUSTOMER OR PARTICIPANT'S COMPLIANCE OR NON-COMPLIANCE WITH LAWS OR REGULATIONS. CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM TRAINING SERVICES OR INFORMATION PROVIDED IN CONNECTION WITH TRAINING SERVICES OR ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE TRAINING PROVIDED.

13. **DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** CUSTOMER ACKNOWLEDGES THAT ALL AED PRODUCT PURCHASES UNDER THIS AGREEMENT WILL BE SUBJECT TO THE WARRANTY PROVIDED BY THE MANUFACTURER OF THE AED PRODUCT AND NOT CINTAS. CUSTOMER ACKNOWLEDGES THAT CINTAS MAKES NO WARRANTY, REPRESENTATION, COVENANT OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.

14. **LIMITATION OF CINTAS'S LIABILITY: LIQUIDATED DAMAGES.** Customer acknowledges that Cintas's Monthly Service Charges are based on the value of services provided and the limited liability provided under this Agreement and not on the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of any AED Product or AED Service to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVES' COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE TWENTY FIVE PERCENT (25%) OF CUSTOMERS SPEND AS TO AED SERVICES IN THE TWELVE MONTHS (12 MONTHS) IMMEDIATELY PRECEDING THE DATE ON WHICH THE LIABILITY AROSE AS LIQUIDATED DAMAGES. If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Cintas to obtain a higher limit by paying an additional amount consistent with the increase in liability. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE AED PRODUCTS AND AED SERVICES. Neither Party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity, provided that the foregoing limitation shall not apply to indemnification for a third party claim pursuant to Section 17.

15. **Disputes.** Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable Ohio arbitration law. EACH PARTY, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in Warren County, Ohio.

16. **CINTAS NOT AN INSURER.** Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees are insurers and that no insurance coverage is provided by this Agreement. Customer acknowledges and agrees that neither Cintas nor its Representatives are insurers and that no insurance coverage is provided by this Agreement. Customer understands and agrees that it is Customer's sole responsibility to obtain and maintain insurance coverage for costs, expenses, losses and damages, including related to the AED Devices. Customer releases and waives all rights of recovery against Cintas by way of subrogation. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF AN AED DEVICE TO OPERATE EFFECTIVELY OR AS DESIGNED.

17. **RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER.** CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE AED PRODUCT(S) OR AED SERVICE(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.

18. **LIMITATION OF ACTION.** ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

19. **Force Majeure.** Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; pest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof, or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.

20. **Governing Law.** To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio.

21. **Severability.** The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section.

22. Updated Terms and Conditions and Policies. Customer acknowledges and agrees Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web page or other similar mechanism and that these policies are incorporated and made part of this Agreement. Customer acknowledges and agrees its continued request for service pursuant to this Agreement and/or use and/or acceptance of the AED Products and AED Services constitute acceptance of any such updated Terms and Conditions.

23. Notices. Unless otherwise specified in this Agreement and specifically excluding a price increase under Section 2, any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service, to the Customer at the address set forth in this Agreement, to Cintas at the nearest Cintas FAS service office, or at such other address as such Party may provide in writing to the other Party. Any such notice shall be effective upon the receipt thereof.

24. Authority to Execute Agreement. Each Party represents and warrants to the other Party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.

25. Assignment. This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Agreement. The Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.

26. Entire Agreement; Modifications; Waiver. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements, and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by Customer, in which case, the terms of this Agreement shall control. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each of Customer and Cintas. A waiver by either party of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of this Agreement.










Effingham County AED PPW

Final Audit Report

2023-09-21

Created:	2023-09-20
By:	jacksonl2@cintas.com
Status:	Signed
Transaction ID:	CBJCHBCAABAAZQksO8rCUXCjK2fQZbj2k1ULW3gjpi-Z

"Effingham County AED PPW" History

-  Document created by jacksonl2@cintas.com
2023-09-20 - 6:06:17 PM GMT- IP address: 198.177.160.20
-  Document emailed to smauser@effinghamcounty.org for signature
2023-09-20 - 6:09:48 PM GMT
-  Email viewed by smauser@effinghamcounty.org
2023-09-20 - 6:11:10 PM GMT- IP address: 206.180.129.114
-  Document signing delegated to wcorbittconsulting@gmail.com by smauser@effinghamcounty.org
2023-09-20 - 6:12:33 PM GMT- IP address: 206.180.129.114
-  Document emailed to wcorbittconsulting@gmail.com for signature
2023-09-20 - 6:12:33 PM GMT
-  Email viewed by wcorbittconsulting@gmail.com
2023-09-21 - 11:40:51 AM GMT- IP address: 104.28.55.226
-  Signer wcorbittconsulting@gmail.com entered name at signing as Wesley M Corbitt
2023-09-21 - 11:44:42 AM GMT- IP address: 67.141.30.18
-  Document e-signed by Wesley M Corbitt (wcorbittconsulting@gmail.com)
Signature Date: 2023-09-21 - 11:44:45 AM GMT - Time Source: server- IP address: 67.141.30.18
-  Agreement completed.
2023-09-21 - 11:44:45 AM GMT

Libby Kessler

From: Zurcher, Rachel <ZurcherR@cintas.com>
Sent: Tuesday, July 2, 2024 3:16 PM
To: Dodge, Jean; Libby Kessler
Cc: Sarah A. Mausolf; Shipes, Michelle
Subject: RE: Effingham Count Board of Commissioners AED Contract
Attachments: Effingham County AED SA 22477753 1.pdf

Caution: External Message

Hey Jean,

Here is the only agreement we have and the communication from Lauren about reusing the first agreement so Effingham would not need to sign another agreement. Please let me know if I can help with anything else.

From: Jackson, Lauren <JacksonL2@cintas.com>
Sent: Wednesday, March 27, 2024 9:15 PM
To: Ortega, Lidia <OrtegaL@cintas.com>
Cc: Covington, Luke <CovingtonL@cintas.com>; Tully, Bridget <TullyB@cintas.com>; Davis, Jaclyn <DavisJ12@cintas.com>
Subject: FW: AED UPDATE

Lidia,

Effingham County wants to add 2 Zoll 3 AED Service Agreements to their current contract. (See attached) I have also included the AED Order Form. Can you get these ordered prior

Thanks,

Lauren Jackson | Sales Representative
Cintas Corporation | First Aid & Safety Division
281-705-6820 Cell
112 Coleman Blvd Savannah, GA 31408
jacksonl2@cintas.com | [cintas.com](https://www.cintas.com)



Thank you,

Rachel Zurcher | Office Support
Cintas First Aid & Safety
office 843.804.4182
131 Slate Stone Dr. Suite 100 Summerville, SC 29486
ZurcherR@Cintas.com | [cintas.com](https://www.cintas.com)



From: Dodge, Jean <DodgeJ2@cintas.com>
Sent: Tuesday, July 2, 2024 3:03 PM
To: Libby Kessler <LKessler@EffinghamCounty.org>; Shipes, Michelle <ShipesM@cintas.com>; Zurcher, Rachel <ZurcherR@cintas.com>
Cc: Sarah A. Mausolf <SMausolf@EffinghamCounty.org>

Subject: RE: Effingham Count Board of Commissioners AED Contract
Importance: High

Good Afternoon Libby,

Happy Tuesday!! It was a pleasure speaking with you this morning. I found the invoice for the additional AED's that were added to the previous 6 AED's. As for the signed agreement, I have cc'd @Zurcher, Rachel who will be able to help in directing you to the correct person. Rachel Libby is looking for the signed agreement for these 2 additional AED's. This information is needed to submit to her Insurance carrier for a Safety Grant reimbursement. Libby let us know if you need anything else. I will schedule a time after the 4th with you to stop by and introduce myself

Respectfully,

Jean Dodge
Sales Representative Loc. 81H
Cintas Corporation | First Aid & Safety Division
Cell: 916.247.5135
112 Coleman Blvd | Savannah, GA 31408
dodgej2@cintas.com | cintas.com



See our new catalog below:
www.cintas.com/fasproductguide

From: Libby Kessler <LKessler@EffinghamCounty.org>
Sent: Tuesday, July 2, 2024 10:50 AM
To: Dodge, Jean <DodgeJ2@cintas.com>; Shipes, Michelle <ShipesM@cintas.com>
Cc: Sarah A. Mausolf <SMausolf@EffinghamCounty.org>
Subject: Effingham Count Board of Commissioners AED Contract

Hello again!

It was so nice to be able to speak with you on the phone! We had a great relationship with Lauren, and I look forward to continuing that relationship with you as well!

As I mentioned in our conversation, I am looking for a possible addendum for 2 AED's that were added to our original AED contract (6 AED's). I will need this information to submit to our Insurance carrier for a Safety Grant reimbursement.

Thank you so much for your time, and please reach out to me if any other information is needed.

Thank you,

Libby Kessler

Health, Wellness, and Safety Coordinator

Effingham County Board of Commissioners
804 S. Laurel Street Springfield, Ga 31329
O: 912.754.2104
C: 912.650.3041
F: 912.754.8402
lkessler@effinghamcounty.org



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