

RESOLUTION NO. 2025-1910

WHEREAS, Alabama Code § 26-25-1, *et al* (the “Safe Haven Laws”), allows a mother to anonymously surrender her baby at the age of 45 days or younger at any manned fire station; and

WHEREAS, a baby box is a device that establishes a protected environment for infants that is accessible from outside of the fire station. (the “Baby Box”); and

WHEREAS, Safe Haven Laws provide certain protections to emergency medical service providers that install a Baby Box;

WHEREAS, the City of Boaz, Alabama, wishes to partner with The Foundation for Marshall Medical Centers for the installation of a Baby Box within the City of Boaz; and

WHEREAS, the Foundation has agreed to fund \$15,000 toward the installation of said Baby Box; and

WHEREAS, the City of Boaz has agreed to provide an appropriate location for the Baby Box at the Boaz Fire Department and appropriate monitor said Baby Box.

WHEREAS, in furtherance of these objectives, it is necessary for the City of Boaz to enter into a contract with Safe Haven Baby Boxes, Inc., to purchase, install and maintain said Baby Box at an appropriate fire station location in the City of Boaz; and

WHEREAS, the City of Boaz has been presented with a contract with Safe Haven Baby Boxes, Inc., to accomplish these purposes; and

WHEREAS, conditioned upon the Foundation providing \$15,000 toward the installation of the Baby Box, the City of Boaz believes that it is in the best interest of the citizens to contract for the installation of the Baby Box pursuant to the Safe Haven Laws.

THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Boaz, Alabama approves the attached contract with Safe Haven Baby Boxes, Inc., to purchase, install and maintain said Baby Box at an appropriate fire station location in the City of Boaz

APPROVED AND ADOPTED THIS 27TH DAY OF OCTOBER, 2025.

ATTEST:

David Dyar
Mayor

Beth Stephens
City Clerk/Treasurer

SHBB LEASE AND SERVICE AGREEMENT

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THIS LEASE AND SERVICE AGREEMENT (“Agreement”) is made and entered into effect as of _____, 202_ by and between Safe Haven Baby Boxes, Inc., an Indiana nonprofit corporation, (“SHBB”) and the The City of Boaz, Alabama, a municipality (“Provider”).

RECITALS

WHEREAS, SHBB is a nonprofit educational organization that provides newborn safety devices as well as information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices (“Safety Device”) (as that term is defined under Alabama Law), and awareness related to preventing child abandonment.

WHEREAS, Alabama Code § 26-25-1, *et al* (the “Safe Haven Laws”), provides certain protections to emergency medical service providers that install a newborn safety device (the “Safety Device”);

WHEREAS, SHBB desires to provide a Safety Device and Safety Device service and support as described herein to Provider; and

WHEREAS, Provider desires to install the Safety Device on Provider’s premises located at 201 Brown Street Boaz, Alabama 35957 (“Premises”) pursuant to the Safe Haven Laws; and

WHEREAS, SHBB is agreeable to placing a Safety Device to the Provider’s premises and undertaking certain services in relation thereto;

WHEREAS, Provider has consulted its legal and related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the installation, use, placement, maintenance, and operation of a Safety Device.

NOW, THEREFORE, for and in consideration of the mutual terms and premises contained herein and for other good and valuable consideration, the parties agree to fully incorporate the foregoing Recitals as a substantive part of this Agreement by reference and further agree as follows:

Section 1. Installation.

- A.** SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the Premises.
- B.** Provider shall pay for the delivery of the Safety Device to the Premises

SHBB LEASE AND SERVICE AGREEMENT

ALABAMA

- C. SHBB has the option at any time to oversee the installation of the Safety Device and advise as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement.
- D. SHBB and Provider agree to cooperate with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider's facility.
- E. Provider is to pay for all installation costs and expenses for labor and/or materials.
- F. Provider is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations and all laws, rules, and regulations pertaining to permitting requirements for the installation of the Safety Device.
- G. Provider agrees to abide by the policies and procedures for installation as outlined in Exhibit "A" (the "Policies and Procedures") of this Agreement, which is hereby made a substantive part of this Agreement by reference.

Section 2. Services by SHBB. SHBB shall provide annual services related to the performance of this Agreement. Such services shall include:

- A. Providing educational materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider;
- B. Operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto;
- C. Educating emergency services personnel related to the use of the Safety Device;
- D. Providing educational information to the general public regarding the location and awareness of the Safety Device at the Provider's facility as well as other educational resources related to child welfare advocacy and safe haven law awareness;
- E. Provide at minimum annual inspection and maintenance on the Safety Device; and
- F. Shall exclusively repair and/or upgrade the Safety Device for any and all necessary repairs/upgrades due to normal wear and tear, unless otherwise provided herein. SHBB shall bear the cost to repair or upgrade component parts of the Safety Device for repairs due to normal wear and tear.

(Section 2 Subsections A-F shall be collectively defined as the "Services").

Section 3. Lease and Service Term. The term of this Agreement shall be for five (5) years ("Term") and may be renewed for successive five (5) year Terms by mutual agreement of the parties and upon the terms, fees, and conditions or unless terminated in accordance with Section 8 or Section 9, below or as otherwise agreed to by the Parties.

Section 4. Consideration. In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider agrees to pay SHBB an initial fee of Fifteen Thousand Five Hundred and 00/100 Dollars (\$15,500.00), unless otherwise agreed to by

SHBB LEASE AND SERVICE AGREEMENT

ALABAMA

the Parties under Section 3 of this Agreement. Provider shall pay a renewal fee of Five Hundred and 00/100 Dollars (\$500.00) for each successive Term under this agreement, due within thirty (30) days of the start of each successive Term. Additionally, Provider shall pay an annual fee of Five Hundred and 00/100 Dollars (\$500.00) and other associated expenses as agreed to by the parties related to the services set forth on Exhibit B on January 1 of every year that this Agreement is in force. The foregoing fees and expenses include but are not limited to the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit “B”.

Section 5. Obligations of Provider. In addition to any and all other obligations of the Provider set forth herein, Provider agrees:

- A. To follow all policies and procedures provided by SHBB which may change from time to time; however, SHBB shall provide thirty (30) days’ Notice to Provider prior to any changes taking effect. Such policies and procedures are included as Exhibit A to this Agreement and, by way of Provider’s signature hereto, shall evidence Provider’s acknowledgement and receipt of the Policies and Procedures.;
- B. To maintain the Safety Device in good working order, the operational costs of which are to be borne by Provider;
- C. To not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Exhibit A in any manner whatsoever without the prior written approval of SHBB;
- D. To use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Exhibit A in any manner whatsoever without prior written approval by SHBB, and to accept liability for its failure to use best efforts to prevent unapproved modifications or damages to the Safety Device;
- E. To immediately notify SHBB of any unapproved modification to the Safety Device effectuated by Provider or any third party;
- F. To accept complete liability and cost to repair same for any and all unapproved modifications made to the Safety Device by Provider, its agents, employees and contractors and any and all unapproved modifications to accompanying parts of the Safety Device, including required signage/materials made by Provider or its agents, employees or contractors ;
- G. Provider shall refer to the Safety Device as a “Safe Haven Baby Box”;
- H. Provider shall procure, pay for, and maintain a twenty-four (24) hour alarm monitoring of the Safety Device at all times and shall confirm with SHBB that such service is acceptable;
- I. That should alarm monitoring service be disconnected for any reason, Provider shall promptly notify SHBB at the contact information listed in this Agreement and shall promptly secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality no more than twenty four (24) hours after discovery of said disconnection and/or malfunction;

SHBB LEASE AND SERVICE AGREEMENT

ALABAMA

- J. That SHBB may, but is not required to, inspect the Safety Device at any time, including, but not limited to: to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems;
- K. Provider shall not place the exterior view Safety Device within the purview of any video recording device nor cause the Safety Device's exterior to be subject to or within the purview of any video recording device during the Term or any successive terms under this Agreement and its component parts;
- L. **PROVIDER AGREES AND ACKNOWLEDGES THAT IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM SHALL RESULT PROVIDER IMMEDIATELY SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.**

Section 6. Representations and Warranties.

- A. Representations & Warranties of Provider. Provider represents and warrants that the undersigned is a duly acting and authorized agent of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a reasonable investigation into the laws and regulations governing the jurisdiction with which it intends to place the Safety Device and has confirmed that such placement and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order or other similar governmental controls.
- B. Representations & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device and that SHBB has a design patent for the Safety Device. SHBB represents that the Safety Device complies with the Safe Haven Laws and that the Safety Device shall be free from any defects to the best of its current knowledge such that it will fit for the purposes for which it was intended as a Safety Device under the Safe Haven Laws **SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE**

SHBB LEASE AND SERVICE AGREEMENT

ALABAMA

SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.

Section 7. Insurance. Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and a \$2,000,000 limit umbrella coverage related to the Safety Device's placement and operation in or about Provider's facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This insurance policy shall not be a separate policy solely because of this Agreement but, rather, will be part of the **Provider's** master general liability and umbrella policies. Likewise, SHBB agrees to maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and a \$2,000,000 limit umbrella coverage related to the provision of the Safety Device and services provided pursuant to this Agreement. This insurance policy shall not be a separate policy solely because of this Agreement but, rather, will be part of SHBB's master general liability and umbrella policies.

Section 8. Termination. Provider may terminate this Agreement upon sixty (60) days prior written notice from Provider to SHBB. SHBB may terminate this Agreement upon sixty (60) days prior written notice from SHBB to Provider and for any reason specified under Section 10, below. At the point of termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed \$500 and unless the termination of this Agreement was under Section 9, below, in which case the costs hereunder shall be borne by Provider. In all cases of termination, the Provider is solely responsible for costs associated with repair of the Premises from retrieval and/or removal of the Safety Device.

SHBB LEASE AND SERVICE AGREEMENT

ALABAMA

Section 9. Remedies.

- A. Option to Cure.** Any uncured breach of this Agreement by Provider shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device, such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) day period upon SHBB's review and report, Provider may have an additional thirty (30) days to cure any breach. If Provider fails to cure any breach of this Agreement after two attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement. Any breach of this Agreement by Provider which has not been cured by Provider within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense.
- B. Attorneys' fees.** Attorneys' fees, costs and expenses, shall be awarded to the prevailing party for any dispute relating to or arising from this Agreement.

Section 11. Ownership of Safety Device. Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB and this Agreement is merely a services and lease agreement. Provider shall not sell or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

Section 12. Disclaimer and Limitation of Warranties. Except as otherwise herein where representations or warranties apply:

- A.** SHBB has a policy of testing the Safety Device at its principal office prior to delivery of Safety Device to Provider in order to ensure it is functioning properly. SHBB also has a policy of testing the Safety Device once it is installed on the Premises to ensure it is functioning properly. SHBB's testing of the Safety Device is strictly limited to ensuring it functions properly and is further limited by the limitations and disclaimers on all warranties, express or implied, set forth in this Agreement regarding disclaimer and limitation of warranties.
- B. SHBB IS ONLY THE ASSEMBLER OF THE SAFETY DEVICE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER OF ANY KIND, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY,**

SHBB LEASE AND SERVICE AGREEMENT

ALABAMA

CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SAFETY DEVICE. WITH RESPECT TO SAFETY DEVICE, PROVIDER ACCEPTS IT "AS IS." THE SAFETY DEVICE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO PROVIDER BY THE SAFETY DEVICE MANUFACTURER AND/OR AVAILABLE BY THE SAFETY DEVICE'S COMPOSITE PARTS.

- C. DUE DILIGENCE BY PROVIDER.** IF PROVIDER HAS NOT INSPECTED DEVICE AND CHOOSES TO, PROVIDER AGREES AND ACKNOWLEDGES THAT PROVIDER HAS THIRTY (30) DAYS FROM THE AGREED-UPON INSTALLATION DATE TO INSPECT THE SAFETY DEVICE AND ADVISE SHBB OF ANY OPERATIONAL DEFECTS, OTHERWISE ON THE THIRTY-FIRST (31ST) DAY PROVIDER AGREES AND ACKNOWLEDGES THAT PROVIDER HAS WAIVED SAID OPPORTUNITY TO PERFORM ITS OWN DUE DILIGENCE AS TO ANY APPARENT OR LATENT DEFECT(S) OR FAULT(S).
- D.** PROVIDER AGREES AND ACKNOWLEDGES THAT PROVIDER ACCEPTS, TAKES, AND/OR OTHERWISE LEASES THE SAFETY DEVICE CONTEMPLATED BY THIS AGREEMENT ON AN "AS-IS" AND "WITH ALL FAULTS" BASIS.
- E.** SHBB neither assumes nor authorizes any other person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume for it, or any other liability in connection with the use, maintenance, repair, operation, or installation of the Safety Device nor this lease of the Safety Device, except for its own actions. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or improvements, restoration, repair, servicing, remodel, modifications, and/or any other construction work on the Safety Device, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse or misuse. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

Section 12. Miscellaneous.

- A. Notice. Notice is effective when made in writing and sent to the parties' addresses or by email. Notice will be considered given as of the date of mailing.

SHBB Notice shall be given to:

SHBB LEASE AND SERVICE AGREEMENT

ALABAMA

Safe Haven Baby Boxes
Attn: Monica Kelsey
P.O. Box 185
Woodburn, IN 46797

Provider Notice shall be given to:

City of Boaz
112 North Broad St
Boaz, Al 35957

- B. Assignability. Neither party shall transfer or assign this Agreement, however, without the specific written consent of the other party HBB, which consent shall not be unreasonably withheld.
- A. Governing Law/Jurisdiction. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Alabama. Should any dispute arise out of or relate to this Agreement, it shall be brought in any court of competent jurisdiction in either Marshall or Etowah, County, Alabama. Each party agrees and acknowledges that any term not defined herein shall be construed to have its every-day, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either party.
- C. Integration. This Agreement along with the attached exhibits is the final written expression of the parties' agreement with respect to such terms included and may not be contradicted by evidence of any prior agreement.
- D. No Oral Modification. No change, modification, extension, termination, or waiver of this Agreement, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representatives of the parties.
- E. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the Parties to be charged, and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.
- F. Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity,

SHBB LEASE AND SERVICE AGREEMENT

ALABAMA

legality, and enforceability of the remaining provisions contained shall not be affected as a whole.

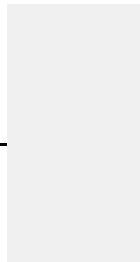
- G. Time of the Essence. The Parties expressly recognize that in the performance of their respective obligations under this Agreement and that each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and be effective on the date first above written.

“SHBB”

X

Monica Kelsey
CEO, Safe Haven Baby Boxes



“CITY OF BOAZ, ALABAMA - PROVIDER”

By: _____

Its: _____

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