



CITY of CRESTVIEW

CITY COUNCIL

CITY COUNCIL BUDGET SPECIAL MEETING AGENDA

JULY 8, 2024

9:00 A.M.

CRESTVIEW LIBRARY – 145 COMMERCE DRIVE

The Public is invited to view our meetings on the City of Crestview Live stream at <https://www.cityofcrestview.org> or the City of Crestview Facebook Page.

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Open Policy and Legislative Session**
- 4. Approve Agenda**
- 5. Consent Agenda**
 - 5.1. New Grinder Pump Fee
 - 5.2. Fire Resource Management Software Contract
- 6. Action Items**
 - 6.1. Interlocal Agreement - Dorcas Fire District Coverage
 - 6.2. Safe Haven Baby Box Lease and Service Agreement
 - 6.3. Preliminary Budget Presentation
 - 6.4. Proposed Millage Rate & Tentative Hearing
- 7. Comments from the Mayor and Council**
- 8. Comments from the Audience**
- 9. Adjournment**

All Action Items are for staff and elected officials only and must be submitted for approval no later than the Wednesday 10 days prior to the meeting. Those not listed on the regular agenda who wish to address the council should fill out a yellow card. The card must be submitted to the City Clerk. Speaking time should be three minutes or less, large groups may designate a spokesperson. All remarks should be addressed to the Council as a whole and not to individual members. All meeting procedures are outlined in the Meeting Rules and Procedures brochure available outside the Chambers. Florida Statute 286.0105. Notices of meetings and hearings must advise that a record is required to appeal. Each board, commission, or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of the meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The requirements of this section do not apply to the notice provided in s. 200.065(3). In accordance with Section 286.26, F.S., persons with disabilities needing special accommodations, please contact Maryanne Girard, City Clerk at cityclerk@cityofcrestview.org or 850-628-1560 option2 within 48 hours of the scheduled meeting.



Staff Report

CITY COUNCIL MEETING DATE: July 8, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Gina Toussaint, Finance Director, Carlos Jones, Director
DATE: 7/4/2024
SUBJECT: New Grinder Pump Fee

BACKGROUND:

The Foxwood Estates Subdivision is being converted from septic tanks to our force-main sewer system.

DISCUSSION:

Each residence will have a grinder pump station to replace their septic tanks. The city will provide maintenance at the time of this agreement which will cover the parts and labor for maintenance of the pump at a cost of \$7 per month that will be included in the monthly sewer service rate. The city will also clean and service the grinder pump station annually.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The \$7 monthly fee to cover our maintenance costs will increase revenues in the Utility Fund.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the monthly grinder pump fee.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: July 8, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Anthony Holland, Fire Chief, David Sidley, Assistant Fire Chief
DATE: 7/4/2024
SUBJECT: Fire Resource Management Software Contract

BACKGROUND:

The Fire Department has been using Emergency Management as the resource software to complete and manage incident reports, staffing, shift rosters, equipment inventory, pre-fire planning and fire safety inspection records. Emergency Reporting was bought by Emergency Management Software (ESO) and will no longer be supported beyond January 2025. First Due RMS has been chosen and included in the budget for the Crestview Fire Department's replacement software for fiscal year 2024/2025.

DISCUSSION:

The majority of Okaloosa County, Santa Rosa County and Escambia County fire departments have moved to First Due RMS as their replacement resource management software. To maintain interoperability with our partner fire departments, the data transfer from Emergency Reporting will take approximately 3 months to complete. To meet the Emergency Reporting deadline of January 2025, the data transfer from Emergency Reporting to First Due RMS needs to be started as soon as possible to ensure that it is complete before Emergency Reporting goes offline. To maintain operations, our goal is to have First Due RMS up and running by October 1, 2024, but no later than December 2024. The three-month window from October 2024 to January 2025 will allow access to our current Emergency Reporting data to ensure an accurate transition without data loss.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

The initial financial impact is expected to be less than \$10,000; this charge will include set-up costs and 3 months of service. The initial setup will be paid from public safety impact fees and the monthly reoccurring costs will be absorbed in the FY24 Fire budget.

RECOMMENDED ACTION

Staff respectfully requests a motion to allow the City Manager to negotiate the contract and for the Mayor to sign the FY24 First Due RMS contract.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: July 8, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Anthony Holland, Fire Chief, David Sidley, Assistant Fire Chief
DATE: 7/4/2024
SUBJECT: Interlocal Agreement - Dorcas Fire District Coverage

BACKGROUND:

The Dorcas Fire District was previously an independent special fire district providing fire protection services within its jurisdictional boundaries. The Dorcas Fire District is currently a dependent district under House Bill 897 and without fire services. Without assistance, the Dorcas community is effectively without fire protection. If approved, the Crestview Fire Department would be providing fire protection and emergency medical response to the I-10 corridor from Holt to the Walton County Line. The agreement has minimal additional cost to the City. Under the agreement, the county will reimburse for the cost associated with personnel and apparatus.

DISCUSSION:

Dorcas Fire District was previously an independent special fire district providing fire protection services within its jurisdictional boundaries. Acting under the authority of House Bill 897, the Dorcas Fire District became a dependent district. This temporary agreement is necessary to provide temporary structure, accountability, continuity of operations and continuation of services to the residents within the jurisdictional boundaries of the Dorcas Fire District until they can operate on their own.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The agreement is minimal additional cost to the City. Under the agreement, the County will reimburse for the cost associated with personnel and apparatus.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the agreement, as written.

Attachments

1. Interlocal Agreement Dorcas Fire District Coverage

**INTERLOCAL AGREEMENT BETWEEN AREA FIRE DEPARTMENTS AND
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS FOR
TEMPORARY PRIMARY EMERGENCY SERVICE RESPONSE WITHIN THE
DORCAS FIRE DISTRICT BOUNDARIES**

THIS AGREEMENT is made this _____ day of July 2024 (“Effective Date”), by and between the **Board of County Commissioners of Okaloosa County**, Florida (“County”), whose address is 1250 N Eglin Parkway, Suite 100, Shalimar, Florida 32579 and the following fire service jurisdictions located within Okaloosa County: **North Okaloosa Fire District**, whose address is 5549 John Givens Road, Crestview, Florida 32539; ~~Crestview Fire Department~~**City of Crestview, Florida**, whose address is 321 West Woodruff Avenue, Crestview, Florida 32536; and **Almarante Fire District**, whose address is 3710 Old California Road, Laurel Hill, Florida 32567, all separate entities existing under the laws of the State of Florida. The County and the fire services are collectively hereinafter referred to as the “Parties.”

WITNESSETH:

~~WHEREAS, pursuant to the Home Rule provisions of the Florida Constitution, Chapter 252, Florida Statutes, and Chapter 9 of the Okaloosa County Code of Ordinances (“County Code”), the County is authorized to provide for the health and safety of persons and property; and~~

WHEREAS, Dorcas Fire District was previously an independent special fire district providing fire protection services within its jurisdictional boundaries defined as: Commence at northwest corner of Section 7, Township 4 North, Range 22 West; thence east along Section line to Okaloosa County line; thence south along Okaloosa County line to southeast corner of Section 36, Township 3 North, Range 22 West; thence west along Section line to Shoal River; thence northeasterly along Shoal River to west Section line of Section 6, Township 3 North, Range 22 West; thence north along Section line to point of beginning, ~~in~~ Okaloosa County, Florida; and

WHEREAS, House Bill 897 ~~(2024)~~, a special act relating to Dorcas Fire District amended Chapter 2005-331, Laws of Florida, and ~~changed the status of~~ re-created Dorcas Fire District ~~from an independent special district to a~~ dependent special fire control district, and further provided that the Board of County Commissioners of Okaloosa County ~~(the~~ “Board”) or its appointees shall serve as the governing board of ~~the fire district~~ Dorcas Fire District; and

WHEREAS, House Bill 897 was passed by the legislature and enrolled on March 7, 2024, to take effect upon becoming a law, and was signed into law approved by Governor Ron DeSantis on June 13, 2024, ~~with an effective date upon being signed into law~~; and

WHEREAS, acting under the authority of House Bill 897, the Board suspended fire services under the current operations of Dorcas Fire District ~~in favor of temporary, primary fire and emergency response services to be provided by the area Fire Departments/Districts until further direction is established by a newly appointed board of commissioners for the District to be appointed by the Board at a future time~~ re-created Dorcas Fire Board; and

WHEREAS, approximately 60% of the calls dispatched to the fire service agencies which are parties to this agreement are for medical calls, and as a result the fire service agencies cannot absorb additional medical calls originating within Dorcas Fire District; and

WHEREAS, the County cannot currently provide fire service to the residents of Dorcas Fire District without the assistance of the other parties to this agreement, and Dorcas Fire District is unable to provide mutual aid response to any other agency; and

WHEREAS, the County desires to contract with the other parties to this agreement to provide an “as-available, when-available” fire service response to Dorcas Fire District and reimburse such other parties for said fire service response, and the County has the ability to provide additional EMS response effort within North Okaloosa County~~Fire Departments/Districts will be reimbursed for the costs of providing these temporary, primary fire and emergency response services; and~~

WHEREAS, this ~~action-agreement~~ is necessary to provide temporary structure, accountability, continuity of operations and continuation of services to the residents within the jurisdictional boundaries of ~~the~~ Dorcas Fire District.

NOW, THEREFORE, the Parties mutually agree that the following requirements, criteria, standards and procedures will be utilized in the execution of these services to provide for the emergency fire ~~service, rescue, and medical~~ needs of ~~the citizens of~~ Dorcas ~~Fire District, and persons requiring service while in that jurisdiction,~~ as follows:

SECTION 1. — AUTHORITY. This Agreement is entered into pursuant to the provisions of Chapter 163.01, Florida Statutes, and other applicable provisions of law.

SECTION 2. — RECITALS. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

SECTION 3. — SERVICES. The Parties shall work cooperatively to provide fire and emergency response services as outlined above and below:

- a. It is understood that fire and emergency response services previously provided by Dorcas Fire District, including ~~their~~-its ability to provide mutual aid, are temporarily suspended by the Board.
- b. The County will provide an EMS Quick Response Vehicle (QRV) on a 24/7 basis to respond to medical calls in Dorcas Fire District. This QRV is not in replacement of, but in addition to, current EMS units and personnel in service in North Okaloosa County. Nothing herein shall limit the additional QRV from being utilized in other

areas of North Okaloosa County by the County; however, the QRV shall provide primary response for Dorcas Fire District for medical calls dispatched to Dorcas Fire District by Okaloosa County's 911 dispatch/communications division. Only in the event that the additional QRV is on a call in North Okaloosa County will the other parties to this agreement respond to non-alpha medical calls in Dorcas Fire District. It is the County's responsibility to coordinate this run scheme with Okaloosa County's 911 dispatch/communications division.

a.c. The County agrees to place in service and staff an additional ambulance in North Okaloosa County on and after October 1, 2024, to alleviate the burden placed on fire service agencies responding to medical calls for which the County is the sole licensed EMS provider tasked with response and transport in Okaloosa County, currently.

b.d. For purposes of fire response pursuant to this agreement, Dorcas Fire District territory The fire service jurisdiction, previously managed by Dorcas Fire District (defined above) is temporarily divided into three (3) run zones: 40N, 40S and 40IE. See as set forth on the map attached as Exhibit A, and in each of these run zones the following agencies are assigned:-

(1) 40N: Almarante Fire District: extending from Almarante Fire District's existing territory South to the Shoal River, East of North Okaloosa Fire District's jurisdiction, to the Walton County line.

(2) 40S: North Okaloosa Fire District: extending from North Okaloosa Fire District's existing territory East to the Walton County line, South of the Shoal River, North of Eglin Air Force Base.

(3) 40IE: Crestview Fire Department: the entire I-10 corridor from Holt to the Walton County line.

(1) 40N: Almarante Fire District primary: extending Almarante Fire District's primary run responsibility South to the Shoal River, East of North Okaloosa Fire District's jurisdiction, to the Walton County line.

(2) 40S: North Okaloosa Fire District primary: extending North Okaloosa Fire District's jurisdiction East to the Walton County line, South of the Shoal River, North of Eglin Air Force Base.

(3) 40IE: Crestview Fire Department primary: the entire I-10 corridor from Holt to the Walton County line.

(4) Okaloosa County EMS shall respond to medical-only calls without automatic aid from the fire services included in this agreement ~~in , in the defined Dorcas Fire District territory, response area.~~ Fire service response may be requested when ~~no EMS units or the additional QRV are unavailable,~~ or as determined by established criteria agreed upon by the parties separately.

e. The Parties agree to respond as available, when available , ~~pursuant to the temporarily modified run card system and modified jurisdictional responsibilities,~~ with such personnel and apparatus determined to be appropriate to the situation by the respective Chief Officers of the responding agency ~~appropriate Engine~~

Commented [JH1]: @Tony and @Dennis, I'm not sure this part makes sense. Can you clarify to make sure it is consistent with the discussions?

~~Companies, Ladder Companies, Rescue Companies and EMS Units with a normal compliment of personnel within these areas designated by the parties hereto. It is mutually understood and agreed that this agreement is not intended to require any of the Parties to provide a response when such a response would jeopardize adequate fire protection within its own jurisdictions. As such, there is no guaranteed response obligation arising as a result of this agreement.~~

~~e.f. Each agency retains its own command structure, and none of the parties to this agreement report to any other agency or are supervised by any other agency.~~

~~d. It is the responsibility of the Chiefs of said Parties, in coordination with the Okaloosa County Director of Public Safety, to coordinate run card assessments and response of equipment and personnel in such manner as to ensure that an adequate level of fire and emergency response service remains available to each jurisdiction.~~

~~e. It is mutually understood and agreed that this Agreement does not relieve any of the Parties from the necessity and obligation of providing adequate fire protection within its own jurisdictions, and each party agrees that it shall use reasonable diligence in keeping the firefighting and emergency response equipment and personnel under its control up to the minimum standards recommended by the governing boards of their professions or industry standards.~~

SECTION 4. — FUNDING REIMBURSEMENT. ~~The Parties responding agencies shall be reimbursed for costs associated in providing these temporary, primary fire and emergency response services set forth in this agreement. The parties acknowledge that actual costs incurred for apparatus usage and personnel are difficult to ascertain and track, and therefore, the parties agree that the following methods shall be used for reimbursement of costs: This process is intended to provide relief for manpower and resources expended and shall not be used to generate revenue above and beyond costs actually incurred.~~

a. ~~It shall be the responsibility of the Chiefs of each of the Parties to track and calculate the financial impact of providing services under this agreement. Reimbursements owed on a monthly basis. This data will be captured on the designated a form jointly drafted and approved by the parties, and submitted to the Okaloosa County Director of Public Safety, along with an invoice for the reimbursement requested, for review and processing by the 7th day of the following month. The Director of Public Safety will review and submit to Finance for processing or contact the Chief of the Party for clarification when necessary.~~

b. ~~In the case of paid personnel, actual hourly or prorated salary rates will be used to calculate manpower. Mean hourly wage published by the U.S. Department of Labor, Bureau of Labor Statistics for “firefighter” and for “first-line supervisors of firefighting and prevention works”, as applicable to the responding personnel, May 2023 (until subsequently updated) version, shall be utilized by using the mean hourly wage multiplied by a labor burden of 35%. Current mean hourly rates are set forth in Exhibit B. Reimbursable time for personnel begins at the time of~~

dispatch to a call and ends when the unit on which the personnel are assigned informs dispatch that it is clear of the scene or back in-service, plus 15 minutes to account for return to the home station.

- c. In the case of volunteer personnel, no hourly or salary rate shall be applied. If a stipend or other mechanism is provided to these employees on a monthly or annual basis based upon calls for service and/or mileage, that same formula shall be used to calculate manpower.
- d. Apparatus usage will be reimbursed with reference to current applicable FEMA rates as set forth in Exhibit C, which rate covers depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Fuel will be reimbursed at the current IRS mileage reimbursement rate of \$0.67 per mile based upon actual vehicle mileage calculated for each vehicle when responding to the area defined in this Agreement only.

SECTION 5. ———TERM. The term of this Agreement shall be for a period of three (3) months. The term may be extended for an additional three (3) months upon mutual, written agreement of the Parties.

SECTION 6. RECORDS AND REPORTING.

- A. The Parties agree to maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently supports and properly reflect all costs and expenditures of providing services under this agreement~~the reimbursement requested pursuant to this agreement.~~
- B. No party shall assume any responsibility for another entity's failure to respond, timely, or at all, to a public records request. A request upon one entity shall not be deemed to be a request on any other entity.

SECTION 7. REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other that it has all requisite power, authority and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

SECTION 8. AMENDMENTS. Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing and jointly executed by the parties hereto. This Agreement shall not be assigned without the permission of the other parties.

SECTION 9. DISPUTE RESOLUTION. The Parties shall attempt to resolve any dispute that arises under this Agreement in good faith by participating in mediation. This mediation shall be in lieu of the requirements of the "Florida Governmental Conflict Resolution Act." The mediator

shall be mutually agreed upon by the Parties and the cost of mediation shall be borne equally between the Parties. In the event the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies.

SECTION 10. ATTORNEY'S FEES AND COSTS. If litigation is instituted seeking to enforce the terms of this Agreement, or in any way related to this Agreement, then the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in the litigation, including fees and cost incurred in any resulting appeal, and any fees and costs incurred litigating entitlement to and the reasonableness of any attorney's fees and costs.

SECTION 11. SEVERABILITY. If any one or more of the provisions of this Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, then the remainder of this Agreement shall remain in full force and effect.

SECTION 12. GOVERNING LAW AND VENUE. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

SECTION 13. SOVEREIGN IMMUNITY. The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the parties' rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time.

SECTION 14. INSURANCE, LIABILITY AND INDEMNIFICATION. Each party agrees to be fully responsible for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the wrongful or negligent acts of their respective officers, employees, representatives, and agents.

SECTION 15. CONSTRUCTION. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

SECTION 16. NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

SECTION 17. WAIVER. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officials on the date(s) set forth below.

NORTH OKALOOSA FIRE DISTRICT

~~Commissioner~~ _____ ~~Chairman of Board of Commissioners~~
Attest by:

~~Fire Chief~~ _____ Date

~~CRESTVIEW FIRE DEPARTMENT~~ CITY OF CRESTVIEW, FLORIDA

Mayor _____ Attest by:

Date

Commissioner _____ Attest by:

Fire Chief _____ Date

ALMARANTE FIRE DISTRICT

Chairman of Board of Commissioners _____ Attest by:

Date

Commissioner _____ Attest by:

Fire Chief _____ Date _____

OKALOOSA COUNTY EMS

Public Safety Director _____ Attest-by: _____

Date _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY, FLORIDA

By: _____
J.D. Peacock II, Clerk of Circuit Court

By: _____
Paul Nixon, Chairman

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Lynn M. Hoshihara, County Attorney

EXHIBIT A

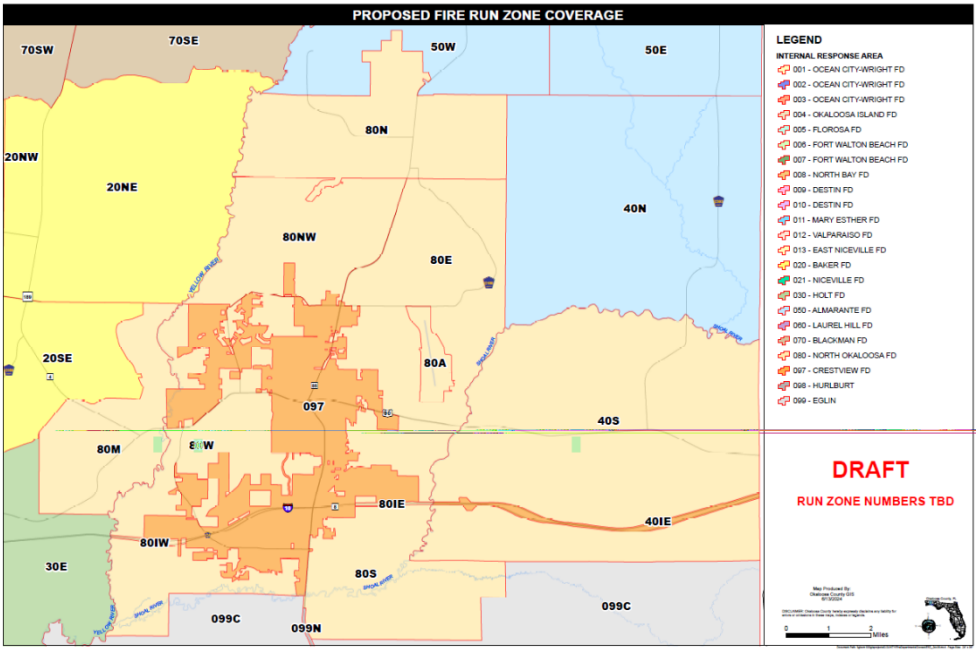


EXHIBIT B
BLS Mean Hourly Rates, May 2023

	<u>Mean Hourly Wage</u>	<u>Labor Burden</u>	<u>Total Reimbursabl e Hourly Rate</u>
<u>Firefighter¹</u>	<u>\$ 29.03</u>	<u>\$ 10.16</u>	<u>\$ 39.19</u>
<u>Supervisor²</u>	<u>\$ 43.63</u>	<u>\$ 15.27</u>	<u>\$ 58.90</u>

¹ <https://www.bls.gov/oes/current/oes332011.htm>
² <https://www.bls.gov/oes/current/oes331021.htm>

EXHIBIT C
Applicable FEMA Reimbursement Rates, July 2023³

Cost Code	Equipment	Specifications/Manufacturer	Capacity or Size	HP	Notes	Unit	2023 Rates
8695	Truck, Fire Ladder			to 240		hour	\$181.43
8696	Truck, Fire			to 311		hour	\$119.39
8684	Truck, Fire	100-ft Ladder		to 230	1500gpm Monitor/nozzle	hour	\$220.55
8685	Truck, Fire, Ladder(48ft)(Type-I)	1000gpm/400gal, 500gpm Master Stream Hose 2-1/2"D 1200' Long		to 12		hour	\$190.81
8077	Automobile - Ford Expedition	On-Highway Light Duty Trucks - 4X4 1 1/2 310 CONV DIESEL		to 310	Fire Command Center	hour	\$30.20

³ https://www.fema.gov/sites/default/files/documents/fema_schedule-of-equipment-rates_2023.pdf



Staff Report

CITY COUNCIL MEETING DATE: July 8, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager, Jon Holloway, City Attorney
DATE: 7/4/2024
SUBJECT: Safe Haven Baby Box Lease and Service Agreement

BACKGROUND:

As of July 1, 2024, a parent can anonymously leave a newborn infant less than 30 days old at a hospital, emergency medical services station or fire station which is staffed 24/7. With the exception of actual or suspected child abuse or neglect, the identity of the parent who leaves a newborn infant is confidential and a criminal investigation shall not be initiated solely because the newborn infant is left as provided for in the aforementioned statutes unless there is actual or suspected child abuse or neglect.

Safe Haven Baby Box Inc. ("SHBB") is a provider of a "Baby Box" that can be installed in buildings at which Florida law allows parents to anonymously surrender a newborn infant. This Baby Box allows a parent to anonymously surrender a child into the box from the outside. Upon closing the outer door, it is automatically locked and an alarm is triggered to inform the building occupants that a child may have been left in the Baby Box.

DISCUSSION:

At the November 13, 2023, Council meeting, the City Council directed staff to begin further analysis regarding the best location for, and total cost of installation of a Baby Box, with the understanding that \$5,000.00 is available via Council member Brown's discretionary fund to contribute to any initial costs.

SHBB provided to staff a Lease Agreement, by which SHBB will supply to the City a device to be installed at Fire Station 1. Staff has concerns with the proposed lease agreement because it requires a "lease" of the Baby Box that will be installed into a City-owned facility, and the City would potentially be unable to control its removal at the end of the term. Although unlikely, this could result in damage to a City facility in connection with removing the Baby Box. There is also the potential that SHBB could cease to function as an organization, and if that happened, the City would have to either remove the Baby Box or attempt to find suitable monitoring arrangements. Last, the proposed agreement is unclear about future fee increases. Unfortunately, SHBB is not amenable to modifications to the lease agreement which could resolve these concerns.

Given the Council's unanimous direction in November to analyze implementation of the Baby Box, this item is being brought forward for Council action on the proposed lease agreement. Staff has discussed the above concerns with representatives from the City of Ocala, where a Baby Box is installed and has been utilized. Ocala city staff reported that they had similar concerns at the time, but given the overwhelming support of elected officials and the public the city chose to move forward. Staff believes a similar situation exists here, and we believe the risk to the City over time can be effectively managed despite the concerns noted above.

SHBB will provide certain services as a part of the Lease Agreement which will include: (1) providing educational materials and policies and procedures relating to the maintenance of the Safety Device; (2)

operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto; (3) educating emergency services personnel related to the use of the Safety Device; (4) providing educational information to the general public regarding the location and awareness of the Safety Device as well as other educational resources related to child welfare advocacy and safe haven law awareness; (5) provide at a minimum an annual inspection and maintenance on the Safety Device; and (6) will exclusively repair or replace parts if/when the Safety Device is malfunctioning.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The Lease Agreement provides that the City shall pay an initial fee of \$15,000.00 to SHBB. Each year the City must pay a \$500.00 annual fee to SHBB, and every five years a renewal fee of at least \$500 is due to SHBB. The City is required to pay an alarm service for monitoring (estimated by SHBB to cost \$300 per year). The installation of the Safe Haven Baby Box is currently projected to cost approximately \$25,000.00; although SHBB estimates this cost could be more in the range of \$5,000 - \$7,500. The City would also be responsible for freight to deliver the Baby Box, which is estimated between \$500 and \$1,000. Upon Council approval, this item will be included in the FY 24/25 budget.

RECOMMENDED ACTION

Staff respectfully requests a motion authorizing the Mayor and City Clerk to execute the Lease and Service Agreement with Safe Haven Baby Boxes, Inc.

Attachments

1. Florida Lease and Service Agreement
2. FL SHBB Appendix A
3. SHBB Appendix B

LEASE AND SERVICE AGREEMENT

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 _____, Florida (“Provider”).

RECITALS

WHEREAS, SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices (“Safety Device”), and awareness related to preventing child abandonment;

WHEREAS, Provider desires to install a Safety Device on Provider’s premises at one of its fire stations;

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

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

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated by reference and made a substantive part of this Agreement, the mutual terms and premises contained herein, and for other good and valuable consideration, the parties agree as follows:

Section 1. Installation. SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the premises located at (Insert location information and address). SHBB shall advise Provider to maximize awareness and implementation of its educational objectives as set forth in this Agreement. Provider agrees to employ 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. As of the date of execution of this Agreement, the cost of services for the cost of installation of the Safety Device has been tendered and SHBB agrees such cost of services for installation of the Safety Device has been tendered and further acknowledges receipt of the funds for the installation of the Safety Device at Provider’s fire station. 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. Provider agrees to abide by the policies and procedures for installation as outlined in Appendix “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: (1) providing educational

materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider; (2) operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto; (3) educating emergency services personnel related to the use of the Safety Device; (4) 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; (5) provide at a minimum an annual inspection and maintenance on the Safety Device; and (6) will exclusively repair or replace parts if/when the Safety Device is malfunctioning as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement (collectively the "Services").

Section 3. Lease Term. The term of this Agreement shall be for five (5) years ("Term") and shall renew for successive five (5) year terms upon the mutual agreement of the parties to the terms, fees, and conditions, unless terminated in accordance with 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 and 00/100 Dollars (\$15,000.00), unless otherwise agreed to by 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 determined from time to time by SHBB 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 Appendix "B".

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

- A. Provider agrees to follow all policies and procedures provided by SHBB which may change from time to time, as agreed to in writing by the Parties. As long as is reasonably practicable, SHBB shall provide at least thirty (30) days prior Notice to Provider for any changes/additions to its policies and/or procedures provided by SHBB/contained herein. Provider shall have thirty (30) days to review any changes/additions to policies and/or procedures relating to this Agreement and to notify SHBB if Provider accepts such updated/new policies/procedures. For accepted changes/additions Providers acceptance of shall not be unreasonably withheld. Provider and SHBB agree to negotiate any rejected changes/additions, however, any changes to the law of Florida or Federal law regarding the Safety Device shall not be rejected. For any rejected changes/additions to the policies and/or procedures arising herein or relating to this Agreement that cannot be negotiated/agreed to after a good faith attempt to do so, the parties agree that this Agreement may be terminated in accordance with Section 9 of this Agreement. If Provider does not notify SHBB

of its rejection of any change or addition to SHBB's policies and procedures provided by SHBB/contained herein within the thirty (30) days described in this Section, such changes and/or additions to SHBB's policies and procedures shall be deemed accepted by Provider. Such current policies and procedures are included as Exhibit "A" to this Agreement. By way of Provider's signature hereto, shall evidence Provider's acknowledgement and receipt of the Policies and Procedures.

- B. Provider agrees to maintain the Safety Device in good working order, the costs of which are to be included in the Annual Fee, as defined in Appendix "A".
- C. Provider agrees to not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Appendix A in any manner whatsoever without the prior written approval of SHBB.
- D. Provider agrees 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 Appendix A in any manner whatsoever without prior written approval by SHBB.
- E. Provider agrees to immediately notify SHBB of any modification to the Safety Device.
- F. Provider agrees to accept complete liability for any and all unapproved modifications to the Safety Device, unless those requirements required by Florida and for federal law, and only to the extent of the current sovereign liability limits set forth in Florida Statute s. 768.28, and any and all unapproved modifications to accompanying parts of the Safety Device, including required signage/materials.
- G. With the exception of requirements required by Florida and for federal law, and only to the extent of the current sovereign liability limits set forth in Florida Statute s. 768.28, Provider agrees to accept complete liability for modifications to the Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party.
- H. Provider shall refer to the Safety Device as a "Safe Haven Baby Box".
- I. Provider shall procure 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.

- J. Should alarm monitoring service be disconnected for any reason, Provider shall immediately notify SHBB and shall secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality.
- K. Providers agrees 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.
- L. **PROVIDER AGREES IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE 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.

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 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. SHBB agrees Provider shall be named as an additional insured on its general liability insurance policy. Provider agrees to execute/sign any and all documents/forms necessary to be named as an additional insured on SHBB's general liability insurance policy.

Section 8. Indemnification. Each party agrees to defend and indemnify, protect and hold harmless the other party, its officers, directors, employees, volunteers, independent contractors, agents and all other persons and related entities thereof against any loss, claim at law or equity, cause of action, expenses, damages or any other liability (collectively, "Claim") arising in relation to and to the extent of the indemnifying party's gross negligence or willful or wanton misconduct, whether acts or omissions, in the installment, placement, removal, use, and maintenance of the Safety Device in, on, or about Provider's facility or premises.

Section 9. Termination. Provider may terminate successive Terms of this Agreement upon sixty (60) days prior written notice from Provider to SHBB. In accordance with Section 5 of this Agreement, Provider and/or SHBB may terminate this Agreement on notice of a change of policies and procedures by SHBB that Provider did not previously agree to after a good faith attempt has been made to negotiate the change or addition to the policies and/or procedures arising herein or relating to this Agreement. SHBB may terminate this Agreement 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 10, below, in which case the costs hereunder shall be borne by Provider.

Section 10. 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.

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 lease of the Safety Device. 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, 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 13. 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.

Notice to SHBB shall be given to:

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

Notice to Provider shall be given to:

ATTN: _____

- B. Assignability. This Agreement is binding and benefits the successors and assignees of the Provider, which includes any entity with which the Provider may merge or consolidate, or to which it may transfer substantially all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld.
- C. Governing Law/Jurisdiction. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Florida and Florida courts. Each party waives, to the fullest extent it may legally and effectively do so, any objection which it may now or subsequently have to the laying of venue of any claim or dispute at law or equity arising out of or relating to this Agreement or the transactions contemplated by it in any Florida court. Each party waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each party agrees and acknowledges that any term not defined herein shall be construed to have its everyday, 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.
- D. Integration/Entire Agreement. This Agreement, along with the attached Exhibits and exhibits thereto, represents the entire expression of the final agreement of the parties and supersedes all previous and contemporaneous communications or agreements

regarding the subject matter hereto. Provider by its signature below hereby certifies that Provider agrees to be bound by the terms and conditions and policies and procedures set forth in this Agreement as may be updated from time to time and agreed to in accordance with Section 5 of this Agreement. Any additional terms or conditions contained in purchase orders or other forms not incorporated into this Agreement are expressly rejected by Provider and shall not be binding, unless Provider agrees to in writing signed by both parties. This Agreement may only be modified by a written document signed by both parties.

- E. No Oral Modification. No change, modification, extension, termination, or waiver of this Agreement or any of its incorporated documents or parts, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representatives of the parties.
- F. 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.
- G. 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, legality, and enforceability of the remaining provisions contained shall not be affected as a whole.
- H. 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”

By: _____
Monica Kelsey, Founder / CEO
Safe Haven Baby Boxes, Inc.

By: _____

By: _____

By: _____

APPENDIX A

SAFE HAVEN BABY BOXES, INC. **FLORIDA POLICIES AND PROCEDURES**

I. Purpose:

- A. Safe Haven Baby Boxes, Inc.'s product is the Baby Box. A Baby Box is a safety device that permits a parent in crisis to safely, securely, and anonymously surrender his or her newborn. A Baby Box is installed in an exterior wall of a designated fire station or hospital. It has an exterior door that automatically locks upon placement of a newborn inside the Baby Box and an interior door which allows a medical staff member to secure the surrendered newborn from inside the designated building.

II. Policies:

- A. A Provider is a Hospital, Emergency Medical Service Station, or Fire Station, staffed by an emergency services provider on a twenty-four (24) hour, seven (7) day a week basis and provides a legal location and maintenance for a Safe Haven Baby Box where a newborn may be dropped off consistent with Florida Statute, s. 383.50 by a person who wishes to relinquish custody of a newborn infant as defined by that Statute.
- B. The Baby Box is designed with three trip switches and is activated:
 - 1. When the door is accessed from the outside.
 - 2. When the newborn infant being placed in the box and activates the motion sensor.
 - 3. When electrical failure occurs to the Baby Box

III. Generic procedures when the Baby Box is Activated:

- A. Fire Station Emergency Personnel (EMSP), including Firefighters, EMT's, and Paramedics must perform the act of retrieving a newborn infant and taking said newborn infant into custody when he or she is voluntarily placed in a Box and the parent does not express an intent to return for the newborn infant.
- B. EMSP who take custody of a newborn infant shall perform any act necessary to protect the child's health and safety.
- C. EMSP must respond every time an alarm is activated at the Baby Box to verify whether a newborn infant has been dropped off.
- D. EMSP may access the Baby Box on the inside of the Provider's building. An alarm is activated to signal 911 when the door is opened, and the newborn infant may be inside the door area on the prepared bed area.
- E. Newborn infants will be evaluated by EMSP at the location and immediately transported to the closest hospital having emergency services for further evaluation. The evaluation at the hospital will include screenings and examinations by physicians as necessary.

- F. EMS transporting newborn infants to the hospital will notify the hospital personnel that this was a Safe Haven Baby Box newborn infant surrendered under Florida Statute, s. 383.50.
- G. The hospital supervisor will notify the appropriate state agency and have a social services consult order placed.

IV. Additional Procedures for designated Providers:

- A. All Baby Boxes must be leased from Safe Haven Baby Boxes, Inc. and may not be re-sold. All Baby Boxes shall remain the property of Safe Haven Baby Boxes, Inc. throughout each and every Term of any Agreement between Provider and Safe Haven Baby Boxes, Inc.
- B. To support the education of, and to avoid confusion in the market, the Baby Box may not be rebranded or called anything but a "Safe Haven Baby Box", a "Baby Box", or referred to as a "Box".
- C. Each Provider will maintain uniform signage purchased from Safe Haven Baby Boxes, Inc. at its own expense. Any additional signage must have prior approval from Safe Haven Baby Boxes, Inc.
- D. The Baby Box will be delivered in accordance the following:
 - i Initial Fee plus delivery has been paid to Safe Haven Baby Boxes.
 - ii The Provider location is able to agree to install, test, train personnel, and schedule the unveiling / blessing within sixty (60) days of receipt of the Baby Box.
 - iii Provider understands delivery of the Baby Box will be scheduled 8 weeks after payment is received and the contract is signed with mutual agreement of the installation and unveiling / blessing dates.
- E. The Baby Box will not be announced to the public or otherwise discussed with third parties or go “live” prior to the official unveiling/blessing of the Baby Box, which will be agreed upon prior to “going live”.
- F. The “Go-Live” date will be determined after the following:
 - i Installation is completed and the alarm system is ready for testing.
 - ii Seven consecutive days of successful alarm testing is completed.
 - iii Training of staff is completed.
 - iv Final Inspection is completed.
- G. Provider must maintain security monitoring at its own expense and may not turn off security monitoring without giving Safe Haven Baby Boxes, Inc. sixty (60) days’ notice.
 - i If a Provider has the security monitoring service discontinued without Safe Haven Baby Boxes, Inc.’s knowledge, the

location is subject to liability, but in no instance greater than the amounts currently allowed for in Florida Statute, s. 768.28.

- ii Pending notice or drop of security monitoring, Safe Haven Baby Boxes, Inc. will uninstall the non-conforming location.
- H. Each Provider will provide the following information inside the orange bag located inside the Baby Box. The orange bag is to be placed on the medical bassinet and leaning against the outside door:
 - 1. Know your rights; Q&A; Safe Haven Registry flyers (attached as Exhibit 1)
 - 2. “Dear Birth Mother” information card and the “Human Trafficking Hotline” information flyer (attached as Exhibit 2)
- H. Each Provider must test the security/alarm system on the Baby Box at least once a week. Provider must keep a log or record of tests and submit the log or record to Safe Haven Baby Boxes, Inc. quarterly and upon the demand of Safe Haven Baby Box, Inc. (Weekly Text Log attached as Exhibit 3). The log or record shall list at least the name of the persons testing the Baby Box, the date tested, and the result of the test.
- I. Provider will ensure that no video monitoring will occur around the part of the building containing or facing the Baby Box.
- J. Provider must perform daily checks of the Baby Box to ensure the presence of a bassinet with mattress and items provided by Safe Haven Baby Boxes, Inc., including a mattress cover, clean blankets, and medical history sheets (attached as Exhibit 3).
- K. Provider must ensure a climate-controlled environment with a recommended temperature between 72- and 81-degrees Fahrenheit.
- L. Each Provider is responsible for training personnel on the use, features, and procedures of the Baby Box. Provider can contact Safe Haven Baby Box, Inc. for group training services.
- M. After retrieving a newborn infant from the Baby Box, the Provider must verify that the door to the Baby Box is secured and closed.
- N. After retrieving a newborn infant from the Baby Box, the Provider must reset the alarm system after deactivation.
- O. All safe surrenders of newborn infants are required to be reported to Safe Haven Baby Boxes, Inc. by phone at 260-750-3668 and in writing (Safe Haven Surrender form attached as Exhibit 4) and to the Florida Department of Children and Families at 850-487-1111 within two (2) hours of the surrender.
- P. In the event that the Agreement with Safe Haven Baby Boxes, Inc. is terminated for whatever reason, Provider is responsible for all costs and expenses of removing respective Baby Boxes at Provider location(s).
- Q. Provider is to use best efforts to secure the integrity and good working function of the Baby Box at all times, including upon removal of any Baby

Box, if necessary. Damage to Provider's leased Baby Box(es) is compensable to Safe Haven Baby Boxes, Inc. by Provider. Provider is to reimburse Safe Haven Baby Boxes, Inc. for any and all damage to the Baby Box during the pendency of the Agreement and any termination or expiration of it. Any such reimbursements are to be sent within thirty (30) days to the name and address listed in the Notice provision of the Agreement.



We are here to help. Please review the information below. If you have any questions or concerns, or need help, please call our crisis hotline 1(866-99BABY1).

Thank you for making the choice to safely surrender your baby. While this may be the most difficult decision you will make, please know that your bravery and decision to provide a safe and secure future for your child is respected and appreciated.

We understand that you may have been considering this option for some time, or you may be in a state of crisis and have determined the only current option is to surrender your child. You may be scared, confused, or in distress, but please know you are not alone. It is important that you understand your rights and know what will happen to your child.

Florida law (Statutes s. 383.50 and s. 383.51) says:

- You can leave your unharmed baby, who can be up to 7 days old, with an emergency medical services provider (someone at a staffed hospital, fire station, or an EMS location) or in a safety device (baby box) at a designated hospital or fire station.
- You can walk away with no questions asked, unless there are signs of “actual or suspected child abuse”.
- After leaving your child at a designated location, you may reclaim your newborn infant “up until the court enters a judgment terminating his or her parental rights.”
- You will remain anonymous. However, “[t]he identity of a parent leaving a child shall be disclosed to a person claiming to be a parent of the newborn infant.”
- After you surrender your child to an emergency medical services provider or in a baby box, there is a legal presumption that you consent to the termination of your parental rights and you are relinquishing your baby for adoption.

The baby will be transported to the most appropriate hospital for evaluation and the Department of Children and Families will be notified of the surrender. A check will be done to be certain the baby is not reported missing.

If you change your mind after the surrender, you do have a limited amount of time before your parental rights are terminated. To start the process, call our National Safe Haven Hotline at 1-866-99BABY1. You will also be required to do the following:

- Petition the court for the return of custody. This must be done before parental rights are terminated by the court (typically between 30 and 45 days).
- Have genetic testing to confirm you are the parent.
- Agree to have the Florida Department of Children and Family conduct an investigation and home study to provide a recommendation to the court.

Important: After parental rights are terminated, you will be barred from any future attempt to get your baby back or assert your rights as a parent.

Questions you might have about your body or your health after giving birth to a baby:



1. Is it normal to be feeling cramps?

A: Yes, cramps like you would feel on your period are normal after having a baby for a few days. Taking ibuprofen (Advil or Motrin) can help reduce the pain.

2. Is it normal to be bleeding?

A: Yes, vaginal bleeding after giving birth is normal for up to 8 weeks as long as it is not so heavy that it can soak a super pad in an hour over three or more hours. You may see small clots (the size of a quarter or even a ping-pong ball), but large clots (the size of a tennis ball or larger) are a concern you should have checked out.

3. Is it normal to feel sore when sitting?

A: Yes, however you may have had a tear in your vagina or on the skin between your vagina and anus. If you are having pain with sitting or wiping after using the bathroom, you should have it checked out. Some tears need sewn to heal correctly.

4. Is it normal that I feel sad?

A: Yes and no. A lot of women have brief moments of feeling sad after having a baby. and may cry easily. But if you are having trouble eating, trouble sleeping, crying a lot, feeling hopeless, or having thoughts of harming yourself or someone else you need to seek help.

5. What should I do if I make breastmilk?

A: Breasts are designed to begin making milk during pregnancy and after having a baby. To stop the milk, you would need to wear a tight-fitting bra (a “sports bra”) and avoid anything that might make the milk leak out (like touching your breasts or letting warm water run over your breasts in the shower).

6. What should I be watching out for?

A: The most concerning symptoms after having a baby are FEVER, a bad HEADACHE that does not go away with Tylenol, heavy vaginal BLEEDING, feeling DEPRESSED or ANXIOUS, and having a hard time controlling bowel movements or peeing.

7. If I have a concern, where should I go or whom should I call?

A: If this is a medical emergency, please call 911

B: Call the Safe Haven Baby Boxes National Crisis Hotline (1-866-99BABY1) to connect with one of our counselors who will provide local contact information for medical concerns.



Safe Haven Registry

This form is an option for parents who after surrendering have decided to make information available to their child after the child becomes an adult.

If you would like the child to be given identifying information regarding the parents, such as name and address, go to: www.shbb.org/crisis and select "Safe Haven Registry". Please see the graphic below. This information is highly confidential and will not be made public. This is also a voluntary program. If you wish to participate you understand that this is completely voluntary. The current Safe Haven Law requires that no information regarding the surrendering parents is required.

If you would like to give additional information or there is something you forgot, please follow the link again and fill out another form.

If you need additional information regarding the Safe Haven Law in your state, go to www.SHBB.org for more info.

Safe Haven Baby Boxes
PO Box 185
Woodburn, IN 46797

Thank you,

Safe Haven Baby Box Registry Team

The screenshot shows the Safe Haven Baby Boxes website. The header includes the logo, the phone number (888) 742-2133, and social media icons. The navigation bar has links for Home, Donate, In Crisis, Locations, FAQs/Contact Us, Get a Box, and More. The main content area features the heading "You are COURAGEOUS" and four orange buttons: "Your Legal Rights", "Medical Information", "Safe Haven Registry", and "Human Trafficking Hotline". An arrow points to the "Safe Haven Registry" button with the text "Click Here". To the right is a photo of a Safe Haven Baby Box with the text "Saving Babies One Box At A Time".

Dear Birth Mother,

THANK YOU!

Thank you for your selfless love and dedication to ensuring your child is safe! We know you love your infant! Please know your child will be a blessing to a loving family that will soon adopt them. We'll take it from here!

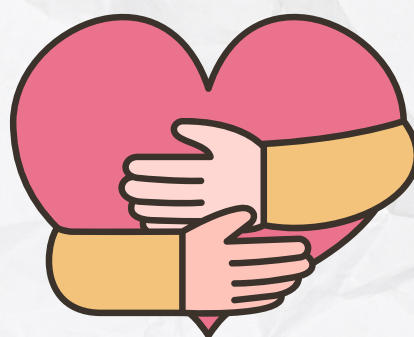


KNOW YOUR RIGHTS...

Most states allow 30 days for a parent to change their minds and decide to parent. Call us with questions regarding reunification.

CALL US FOR HELP CONNECTING YOU WITH LOCAL RESOURCES

If you would like assistance finding local medical resources to assist with your postpartum recovery please contact us at 1-866-99BABY1.



WE PROVIDE FREE COUNSELING TO ANY PARENT THAT SURRENDERS

Surrendering your infant can have you feeling a wide range of emotions.

Our trained counselors can provide counseling free of charge while you maintain anonymity.

YOU ARE PROTECTED BY THE SAFE HAVEN LAW

The Safe Haven Law provides protection for a parent to surrender their newborn without fear of prosecution. Your baby needs to be under the legal age of surrender (call or text us AT 1-866-99BABY1 to find out your states days allowed), unharmed, legally handed to a worker or placed inside a Safe Haven Baby Box. We are here to help you navigate your journey.



Safe Haven
Baby Boxes

NATIONAL HUMAN TRAFFICKING HOTLINE

CONTACT THE NATIONAL HUMAN TRAFFICKING HOTLINE

Do you **want to get out of the life?**

Are you being **forced to work** against your will?

Or **threatened or tricked** by your boss?

Do you know someone who may be?



CALL

1-888-373-7888



TEXT

"BeFree" (233733)



LIVE CHAT

HumanTraffickingHotline.org

- ✓ Get help.
- ✓ Report a tip.
- ✓ Find services.
- ✓ Learn about your options.

CONTACTA LA LÍNEA NACIONAL CONTRA LA TRATA DE PERSONAS

¿Alguien te está **obligando a trabajar**

o a hacer algo que no quieres?

¿Tu jefe te está **amenazando o engañando?**

¿Conoces a alguien que podría estar en esta situación?



LLAMA

1-888-373-7888



TEXTEA

"BeFree" (233733)



CHATEA

HumanTraffickingHotline.org

- ✓ Obtener ayuda.
- ✓ Reportar un posible caso.
- ✓ Conectar con servicios.
- ✓ Conocer tus opciones.



Inspection Log

If you have indicated a problem by placing a N, contact our repair hotline and report issue (888)742-2133 or email: shbbmaintenance@safehavenbabyboxes.com

[illegible]



Surrender Process Document

Date of Surrender:

Hospital:

Time of Surrender:

Time of arrival at hospital:

Location of Surrender:

Name of hospital staff member:

First Responder Name:

Steps:		Notes
1) Retrieve infant from box / Take baby from parent	☐	
2) Initiate BLS/ALS care	☐	
3) Contact hospital/Advise ETA	☐	
4) Take Newborn to the most appropriate Hospital	☐	
5) Tell Nurse this newborn was legally surrendered under the Safe Haven Law	☐	
6) Hospital contacts DCS to start legal paperwork	☐	
	☐	
	☐	

First Responder Signature

Hospital Representative Signature

****Top copy for First Responder records.***

****Bottom copy for Hospital records.***

EXHIBIT 4

APPENDIX B
SAFE HAVEN BABY BOXES, INC.
SERVICES, FEES, AND EXPENSES SCHEDULE

Initial Fee: \$15,000

1. Baby Box including signage and provider kit.
2. "Pre-installation" Services:
 - a. Examination of location
 - b. Administrative/Legal resources
 - c. Consultation on programs
 - d. Assistance with raising funds to support the cost of the box (optional)
3. Installation Services:
 - a. Inspection of installation
 - b. Training to all emergency personnel
4. Post Installation Services:
 - a. Marketing of the box
 - b. 24/7 hotline available to the community
 - c. Advertising of the box
 - d. Efforts to support raising awareness on a local, state, and national level supporting the box in each community.

Annual Fee: \$500

1. Annual Fee Services
 - a. Recertification of the box by SHBB authorized personnel
 - b. Maintenance of box from expected use
 - c. Unlimited repairs and parts replacement as a result of a malfunction and not as a result of negligence or vandalism.

Term Renewal (every 5 years): \$500

1. Beginning five (5) years after the date of the original signed contract and every five (5) years thereafter.

OTHER FEES NOT INCLUDED IN INITIAL FEE: (Estimated at \$5,000-\$7,500)

**Fees vary based on location and/or services donated by local community members. The below items are estimates and not a guarantee of cost.*

1. Delivery: Minimum \$500.00. Cost based on location and transportation from Indiana. You can pick it up at our Woodburn IN manufacturing facility to waive the delivery charge. (Must be pre-scheduled)
2. Installation: Labor and materials~\$2,000-\$3,500 (Location may be able to get this donated)
3. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the baby box) ~\$1,200.
4. Annual Alarm Service: Annual fee for monitoring~\$300 annually paid by location to Alarm Company
5. Permits or other requirements prior to construction. (varies)
6. Internal camera option \$500.00. Comes pre-installed with the Amazon Blink™ camera and requires a third-party membership to activate. Location must have a Wi-Fi connection.

**Alternatives may apply. Please contact SHBB for more information*



Staff Report

CITY COUNCIL MEETING DATE: July 8, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager
DATE: 7/4/2024
SUBJECT: Preliminary Budget Presentation

BACKGROUND:

The City Manager will present a preliminary review of the 2025-2025 budget.

DISCUSSION:

The preliminary review of the budget will include:

FY24 financial update

2023-2028 Strategic Plan update

FY25 CRA Changes

FY25 Capital projects

FY25 Fee schedule changes

FY25 Personnel changes

FY25 Proposed millage rate

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

Staff will provide various scenarios related to the budget for City Council discussion and approval.

RECOMMENDED ACTION

Staff recommends that the City Council review and discuss budget scenarios.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: July 8, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager
DATE: 7/4/2024
SUBJECT: Proposed Millage Rate & Tentative Hearing

BACKGROUND:

On July 1st, the property appraiser certifies the taxable value on *Certification of Taxable Value* (Form DR-420) and delivers it to each taxing authority in his or her jurisdiction. Within 35 days of certification of value, (no later than August 4th) each taxing authority certifies the completed DR-420 and DR-420MM-P (Maximum Millage Preliminary) and returns them to the property appraiser. The City of Crestview as the taxing authority informs the property appraiser of the following:

- The prior year millage rate was 6.8466.
- The current year's proposed millage rate is 6.7466. This is more than the rollback rate by 1.14.
- The current year's rollback rate is 6.6707
- The tentative hearing date is September 16, 2024, at 5:15 p.m. in the Crestview City Hall Council Chambers at 198 N. Wilson St. Crestview, FL 32536.
- The final hearing date is September 23, 2024, at 5:15 p.m. in the Crestview City Hall Council Chambers at 198 N. Wilson St. Crestview, FL 32536.

DISCUSSION:

- The prior year millage rate was 6.8466.
- The current year's proposed millage rate is 6.7466. This is more than the rollback rate by 1.14.
- The current year's rollback rate is 6.6707
- The tentative hearing date is September 16, 2024, at 5:15 p.m. in the Crestview City Hall Council Chambers at 198 N. Wilson St. Crestview, FL 32536.
- The final hearing date is September 23, 2024, at 5:15 p.m. in the Crestview City Hall Council Chambers at 198 N. Wilson St. Crestview, FL 32536.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

Any increase in revenues will be determined by the property values.

RECOMMENDED ACTION

Staff respectfully requests a motion and approval to set the proposed millage rate at 6.7466 and the following hearing dates;

The tentative hearing on September 16, 2024, at 5:15 p.m. in the Council Chambers

The final budget hearing on September 23, 2024, at 5:15 p.m. in the Council Chambers.

Attachments

None