

Missouri Opioid-Heroin Overdose Prevention and Education Project Naloxone Agreement

This agreement is entered between the City of Columbia, a municipal corporation (hereinafter “City”) and the National Council on Alcoholism and Drug Abuse (hereinafter “NCADA”) on behalf of the Missouri Opioid-Heroin Overdose Prevention and Education Project hereinafter (“MO-HOPE”) and jointly hereinafter “parties” is entered into the date of the last signatory noted below

WHEREAS, the parties agree that nothing in the Agreement shall be construed to be a waiver of sovereign immunity.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1.0 Goals and Objectives** – It is understood and agreed that MO-HOPE and the CITY OF COLUMBIA share the goal of reducing fatal opioid overdoses.
- 2.0 Roles and Responsibilities** – In order to coordinate efforts, both parties agree to the following roles and responsibilities:
 - 2.1 MO-Hope will:**
 - 2.1.1** Provide naloxone doses to the City of Columbia Police Department and work with the department to develop a sustainability plan to ensure programmatic continuity.
 - 2.1.2** Provide training to the City of Columbia Police Department on naloxone administration as part of scheduled training activities.
 - 2.1.3** Provide training on report documentation related to the use of naloxone in the field.
 - 2.1.4** Provide information for the City of Columbia Police Department to provide overdose survivors on treatment resources.
 - 2.1.5** Provide the City of Columbia Police Department with information to share with overdose victims and families regarding strategies to prevent future overdoses.
 - 2.2 The City of Columbia will:**
 - 2.2.1** Require all City of Columbia Police Department employees who will be equipped with naloxone to attend training provided by MO-HOPE.
 - 2.2.2** Provide City of Columbia Police Department employees with field reporting forms and ensure completion whenever naloxone is used.
 - 2.2.3** Report City of Columbia Police Department naloxone use information to MO-HOPE as soon as practicable, preferably within one week of administration in the field. The reporting information provided to MO-HOPE by the City of Columbia will comply with existing city ordinances, state statutes and federal laws related to open records and will not contain any personally identifiable information.

2.2.4 Contact MO-HOPE to request additional training as needed. MO-HOPE will make a good faith effort to identify the most convenient scheduled training opportunity to meet these needs.

2.2.5 Participate in an evaluation of the training and provide feedback as requested regarding the implementation of the naloxone program.

3.0 Parties agree

3.1 No waiver of immunities.

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

3.2 Sole benefit of parties.

This agreement is for the sole benefit of the City of Columbia and MO-HOPE. Nothing in this agreement is intended to confer any rights or remedies on any third party.

3.3 Law; Submission to Jurisdiction Governing.

This Contract shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable.

The venue for all litigation arising out of, or relating to this Contract Document, shall be Boone County, Missouri or the United States Western District of Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens.

RELATIONSHIP OF PARTIES. Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.

ENTIRE AGREEMENT. The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

TERM. The term of this Agreement shall begin immediately upon execution of the same for a period of one-year, and shall automatically renew for successive periods of one-year if not terminated as provided for herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 30 days in advance of the intended termination date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF COLUMBIA, MISSOURI

BY: _____
Mike Matthes, City Manager Date


ATTEST:

City Clerk

APPROVED AS TO FORM

City Counselor

BY:  6/7/17
MO-HOPE/NCADA Authorized Agent Date

ATTEST
 6/7/17
Date