

# **Memorandum of Understanding for Naloxone Distribution Box**

between

**Dubuque County**

and

**City of Dyersville**

## **Collaborative Agreement**

This Memorandum of Understanding (MOU) is made and entered into by and between Dubuque County, hereinafter referred to as "County," and the City of Dyersville hereinafter referred to as "Holder," for the implementation of a Naloxone Distribution Box, hereinafter referred to as "NDB".

## **Responsibilities**

### **The Holder shall:**

- Host the NDB in a location accessible to the public
- Ensure the NDB is in an ADA-accessible location that meets and/or exceeds current ADA standards.
- Perform periodic inventories of the NDB to determine restocking needs. When restocking is needed, the Holder will contact the County to perform the restocking.
- Immediately notify the County if the NDB is damaged.
- Not monitor or restrict access to the NDB.
- Allow the County to train employees or staff working in the vicinity of the NDB on the administration and use of Naloxone.
- Hold harmless and indemnify the County, including its employees, boards, and commissions, from all claims, liabilities, damages, and costs arising from the installation, use, removal, and maintenance of the NDB. This includes, but is not limited to, personal injury, property damage, or other claims by third parties, except to the extent that such claims arise from the gross negligence or willful misconduct of the County.

### **The County will:**

- Provide the NDB for placement on the premises of the Holder.
- Ensure that no product provided is considered illegal, such as items classified under the Code of Iowa as drug paraphernalia.
- Supply initial and additional products for the NDB.
- Respond to any public or media inquiries regarding the NDB.
- Pay for the costs associated with installing the NDB, including mounting and dismounting boxes. Both parties must agree upon any additional specifics prior to installation of the NDB.
- May use the Holder's name and/or likeness, including any logos, in advertisements or distribution of materials that indicate the location of the NDB.

## **Terms of Agreement**

This MOU is effective from the date of signature and will remain in effect until amended or terminated. Amendments to this MOU must be made in writing and agreed upon by both parties. Either party may terminate this MOU with or without the other party's consent upon providing thirty (30) days written

notice. Upon termination, the County will make every reasonable effort to remove the NDB in a timely manner. Upon removal, the site will be returned to its original state – notwithstanding any permanent improvements made by the Holder or the County.

### **Confidentiality**

Both parties acknowledge their role in providing necessary supplies to the community and respect the right to confidentiality. "Confidential" information includes any non-public information about users of the Naloxone Distribution Box, disclosed either in writing or orally. This information shall not be disclosed to any third party without prior consent unless it is publicly available and required to be disclosed by a regulatory authority, auditor, judicial or administrative process, or applicable law.

### **Contact Information**

#### **City of Dyersville**

Mick Michel, City Administrator

Phone: 563-875-7724

Email: mmichel@cityofdyersville.com

#### **Dubuque County**

Carissa Brown, Project Coordinator

Phone: 563-557-7396

Cell: 563-542-8434

Email: carissa.brown@dubuquecountyiowa.gov

### **Signatures**

This MOU shall be effective from the date executed by both parties and shall continue until terminated.

#### **For the County:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Harley Pothoff

Title: Chairperson, Board of Supervisors

Agency: Dubuque County

Address: 1225 Seippel Road, Dubuque, Iowa 52002

#### **For Holder:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Jeff Jacque

Title: Mayor

Agency: City of Dyersville

Address: 340 1<sup>st</sup> Avenue East, Dyersville, Iowa 52040