
Memorandum of Understanding
Warrensburg R-VI School District
&
City of Warrensburg
For
School Narcan Program

The Memorandum of Understanding (MOU) is made this day, 24th, April 2023, between the Warrensburg R-VI School District (District) and the City of Warrensburg (City) for the purpose of establishing a partnership between both entities to conduct the integration of Naloxone (Narcan) in school settings. This Agreement is entered into under the provisions of Section 70.220 RSMo et seq.

I. Background and Purpose

Opioid overdose injuries and deaths have increased throughout the United States at an alarming rate. An overdose may occur through both intentional and unintentional exposure to narcotics. Recent settlements with pharmaceutical companies have provided the City with financial resources to help reduce overdose injuries and fatalities in the community. The City would appreciate the opportunity to partner with the District to bring Narcan availability to schools through this cooperative program.

II. Statement of Mutual Benefit and Interest

Narcan Nasal Spray is one of the most effective ways to prevent opioid overdose injury and death after exposure. Training would be provided by District health professionals to ensure each member of faculty and staff within the schools would confidently know how to act in the case of an opioid overdose. The City would equip the District with Narcan to ensure the potentially lifesaving medication was available to students and staff.

III. Resources and Responsibilities

Responsibilities include but are not limited to:

The City will provide the following services and/or resources:

- Provide Narcan kits for each school identified by the District in reasonable quantities
- Provide educational resources to the District's health staff as needed

The District will provide the following services and resources:

- Develop and implement appropriate policy or guideline for Narcan use by District Staff
- Faculty and Staff to attend Narcan training provided by District Health Staff

- Storage location(s) for Narcan kits
- Will use Narcan as needed
- Will update the City when additional kits are needed
- Share data with the City about when Narcan is used
- Will monitor kits for expiration and will return any kits at or past expiration to the City for proper disposal

IV. Duration

This MOU is at-will and may be modified by mutual consent of authorized representatives from both parties, but such modifications must be in writing, approved by the governing bodies of each party. This MOU will remain in effect for 12 months and will be automatically renewed for additional 12-month periods, unless a party indicates in writing to the other party its intent to not elect such renewal at least (30) days prior to the end of the then term. Each party may terminate this MOU upon 30 day written notice to the other party without liabilities.

V. Indemnification

Warrensburg R-VI School District shall indemnify, defend, and hold the City of Warrensburg harmless from and against all claims, losses, damages, or costs arising from or in any way related to Narcan and its use as defined by the District. Nothing herein shall be construed as a waiver of the sovereign immunity of either party, nor of the official immunities of the employees, officials, or agents of either party. The provisions of Sections 70.270 and 70.290 RSMo shall apply to this Agreement.

VI. Contact Information

For the Warrensburg R-VI School District
Karen Malsy, RN
Health Services Director
201 South Holden
Warrensburg, MO 64093
660-747-7823

For the City of Warrensburg
Matthew Soer
Division Chief Training and Safety
102 South Holden
Warrensburg, MO 64093
660-747-9136



City of Warrensburg
102 S. Holden Street
Warrensburg, MO 64093
(660) 747-9131 (V/TTY)
Fax (660) 747-8927
www.warrensburg-mo.com

VII. Miscellaneous Provisions

- a. This writing is intended by the parties as a final expression of this agreement and also is intended as a complete and exclusive statement of the terms of this agreement. This agreement may be amended or modified only in writing, which amendment or modification must be authorized by each member's respective governing body.

- b. This agreement shall be governed by the laws of the United States and the State of Missouri and that, notwithstanding anything that may be found in the agreement to the contrary, the members do not waive and expressly reserve any and all immunities and defenses available to the entity or its members, whether arising from common law or by statute.

- c. If any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- d. Nothing in this Agreement is intended to benefit any third party not a signatory to it, and nothing herein shall be construed to create any benefit to a third party, or any standard of care by a signatory to any third party.

IN WITNESS WHEREOF, each party has caused a counterpart original of this MOU to be executed, effective as of the last date below by its authorized representative.

_____ Date _____
Dr. Scott Chenault, President
Board of Education

_____ Date _____
Danielle Dulin, City Manager
City of Warrensburg