

RESOLUTION NO. 32826

A RESOLUTION AUTHORIZING THE PARKS & OUTDOORS TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH LAUNCH PAD, IN SUBSTANTIALLY THE FORM ATTACHED, FOR INSTALLATION OF STOCK, MAINTENANCE, AND A PUBLICLY ACCESSIBLE NALOXONE (NARCAN) NEWSPAPER BOX WITHIN MILLER PARK AS PART OF A HARM-REDUCTION AND OVERDOSE PREVENTION PILOT PROGRAM (“NALOXONE ACCESS PILOT PROJECT”).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Parks & Outdoors to enter into a Memorandum of Understanding with Launch Pad, in substantially the form attached, for installation of stock, maintenance, and a publicly accessible Naloxone (Narcan) newspaper box within Miller Park as part of a harm-reduction and overdose prevention pilot program (“Naloxone Access Pilot Project”).

ADOPTED: March 17, 2026

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# Memorandum of Understanding

## Between the City of Chattanooga and Launch Pad

This Memorandum of Understanding (“MOU”) is entered into by and between the **City of Chattanooga, Tennessee** and **Launch Pad**, a non-profit organization (501c), with a principal address at [address] (“Launch Pad”), collectively referred to as the “Parties.”

### 1. Purpose

The purpose of this MOU is to establish the terms and conditions under which Launch Pad will install, stock, and maintain a publicly accessible **naloxone newspaper box** within a City-owned park as part of a harm-reduction and overdose-prevention pilot program (“Naloxone Access Pilot Project”).

### 2. Project Description

Launch Pad will place one (1) naloxone newspaper-style distribution box designed to provide free, anonymous, 24/7 access to naloxone and educational materials. The box will be clearly labeled, weather-resistant, and designed to minimize misuse while maintaining accessibility.

### 3. Location

The Project will be located at:

- **Park Name:** Miller Park
- **Address/Specific Location:** [Exact location within park, e.g., near entrance, pavilion, or restroom]
- No relocation of the box may occur without prior written approval from the City.

### 4. Responsibilities of Launch Pad

Launch Pad shall be responsible for:

- Procuring and installing the naloxone newspaper box at no cost to the City;
- Supplying naloxone and related educational materials;
- Regular monitoring occurring three times a week, refilling, and maintenance of the box to ensure it remains functional, clean, and appropriately stocked;
- Coordinating removal and replacement of expired or damaged materials;
- Ensuring compliance with all applicable federal, state, and local laws and regulations.
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## **5. Responsibilities of the City**

The City shall be responsible for:

- Granting permission for placement of the box on City-owned park property;
- Coordinating internal review and approvals, including City Attorney and City Council approval;
- Notifying Launch Pad of any concerns related to park operations, safety, or public complaints related to the Project.

## **6. Term and Timeline**

This MOU shall commence on **March 2026** and remain in effect for a period of **two years**, unless terminated earlier in accordance with this MOU.

## **7. Removal and Early Termination**

The naloxone box shall be removed by Launch Pad upon:

- Expiration of this MOU;
- Written mutual agreement of the Parties; or
- Written notice from the City if the Project is determined to pose a safety concern, interfere with park operations, or otherwise conflict with City policies.

Except in cases of immediate public safety concern, the City will provide reasonable notice prior to requiring removal.

## **8. Costs**

All costs associated with the Project, including installation, supplies, refilling, maintenance, and removal, shall be borne solely by Launch Pad. No City funds shall be expended under this MOU.

## **9. Indemnification and Liability**

Launch Pad agrees to indemnify and hold harmless the City, its officers, employees, and agents from any claims, damages, or liabilities arising from Launch Pad's activities under this MOU, to the extent permitted by law.

## **10. Non-Binding Agreement**

This MOU is intended to outline mutual understandings and does not create a binding contractual obligation for future funding or program expansion

## **11. Amendments**

This MOU may be amended only by written agreement signed by both Parties and approved in accordance with City requirements.

## **12. Governing Law**

This MOU shall be governed by and construed in accordance with the laws of the State of Tennessee and Federal Code of Regulations CFR200.