SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 26-165

MOTION AUTHORIZING THE EXECUTIVE TO SIGN THE AGREEMENT FOR NALOXONE DISTRIBUTION BETWEEN SNOHOMISH COUNTY AND CITY OF MUKILTEO

WHEREAS, the Snohomish County Council passed Ordinance No. 23-047 approving form agreements for naloxone distribution between Snohomish County and local jurisdictions within Snohomish County on June 7, 2023; and

WHEREAS, the Snohomish County Health Department recognizes the public health, safety, and welfare benefits of promoting wider availability of naloxone within Snohomish County, and

WHEREAS, the Snohomish County Health Department wishes to build new partnerships and implement a Naloxone Distribution Program with first responders; and

WHEREAS, City of Mukilteo has a desire to assist vulnerable communities in need of naloxone; and

WHEREAS, in exchange for naloxone, Snohomish County Health Department will receive data regarding opioid overdoses occurring within Snohomish County; and

NOW, THEREFORE, ON MOTION, the County Council hereby authorizes the Executive to sign an agreement with City of Mukilteo for the Naloxone Distribution Program in substantially the form as that attached hereto as Exhibit A.

PASSED this _____ day of _____, 2026.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

_____
Council Chair

ATTEST:

_____
Deputy Clerk of the Council

AGREEMENT FOR
NALOXONE DISTRIBUTION

THIS AGREEMENT FOR NALOXONE DISTRIBUTION (the "Agreement") is made and entered into this 23 day of March, 2026, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the City of Mukilteo, a Washington state municipal corporation (the "Recipient") (individually "Party" and collectively "Parties").

RECITALS

A. The opioid epidemic is a public health, safety and economic crisis impacting all communities within Snohomish County and resulting in a significant loss of life to residents of Snohomish County; and

B. In exchange for data regarding opioid overdoses occurring within Snohomish County, the County currently provides naloxone to partner jurisdictions that respond within Snohomish County to opioid overdoses; and

C. Snohomish County uses opioid overdose data to track areas of high demand for naloxone in order to shift naloxone resources to the areas of highest demand as those areas change over time; and

D. The Recipient responds to emergency calls within its jurisdiction, including calls related to opioid overdoses and has a need for naloxone as well as an ability to collect data related to overdoses; and

E. The Parties recognize the public health, safety, and welfare benefits of promoting wider availability of naloxone within Snohomish County; and

F. The Parties further recognize that a significant number of naloxone doses distributed to partner jurisdictions go unused and can be redistributed to organizations in frequent contact with opioid users at risk of overdose; and

G. The Parties wish to enter into an agreement under which in exchange for overdose data, the County will provide the Recipient with naloxone, which may include extra doses to be left behind with opioid users whom the Recipient encounters, and with the further agreement that unused doses will be returned to the County for redistribution;

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Recipient agree as follows:

1. Naloxone Distribution.

In exchange for the data described in Section 5 below, the County will provide naloxone to the Recipient as available and in the County's sole discretion based on the County's analysis of opioid overdose data trends showing high need areas. The County acknowledges and agrees that Recipient may, in its sole discretion, leave behind additional naloxone doses to active opioid users at risk of future overdose, or to friends and family on the scene. The Parties acknowledge and agree that the County is providing naloxone as-is, without express or implied warranty of any kind, including as to fitness, effectiveness and safety. The Recipient is not relying upon any oral or written representations by the County outside of this Agreement. Any use of the naloxone by the Recipient is at the Recipient's sole risk. The Recipient acknowledges and agrees that naloxone may not be as effective if improperly stored. To that end, the Recipient will store all naloxone at between 59°F to 77°F. Naloxone nasal spray may be stored for short periods up to 104°F. The Recipient will not store naloxone nasal spray in a car on hot days. The Recipient will not freeze or leave naloxone nasal spray in a car during the winter.

2. Effective Date and Duration.

This Agreement shall take effect upon full execution by the Parties. This Agreement shall remain in effect through midnight December 31, 2029, unless earlier terminated pursuant to the provisions of Section 8 below, and the term of this Agreement may be extended or renewed in the County's sole discretion for up to two (2) additional three (3) year terms, upon written notice from the County to the Recipient, PROVIDED, HOWEVER, that each Party's obligations after December 31, 2026, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Naloxone Liaison.

The Recipient will identify an employee to serve as the Recipient's Naloxone Liaison. The Naloxone Liaison will perform the following duties:

3.1 Overdose Data Tracking. The County actively gathers data regarding opioid overdoses throughout Snohomish County in order to identify high-need areas and shift naloxone resources towards those areas. To that end, the Naloxone Liaison will track when naloxone doses have been administered to reverse an opioid overdose regardless of whether County provided naloxone was used. For each such overdose incident, the Naloxone Liaison will track the following de-identified data on a County-provided form: (a) the name of the employee who administered the naloxone, (b) the date of administration, (c) the incident number, as assigned by the Recipient, (d) the number of doses used in the incident, (e) if the administration of naloxone resulted in a reversal of an overdose, and (f) the gender, age, and race/ethnicity, if known, of the person to whom naloxone was administered. The Naloxone Liaison will deliver the completed data tracking form to the County no later than one week after the overdose occurred.

3.2 Naloxone Distribution Tracking. The Naloxone Liaison will distribute naloxone received from the County to the Recipient's employees, including distribution to new employees. The Naloxone Liaison will also collect naloxone from employees that separate from employment with the Recipient for redistribution to other employees subject to Section 6 below. The Naloxone Liaison will maintain a current roster of all employees carrying naloxone, the dose number

assigned to each employee, its expiration date and its lot number, including any updates for replacement doses after a dose is administered or expires. The roster may include the dose number, expiration date and lot number of reserve replacement kits yet to be assigned out. The Naloxone Liaison will provide the naloxone employee roster to the County on a quarterly basis even if no changes occurred from the previous reporting period.

3.3 Naloxone Training. The Naloxone Liaison will provide training to any of the Recipient's staff who receive naloxone doses on the proper administration of naloxone as well as the guidelines for gathering opioid overdose data. Upon request from the Naloxone Liaison, the County will provide the above-described training to Recipient's staff.

4. Return of Unused Naloxone.

The Recipient agrees to return to the County any and all unused doses of naloxone when any such dose is within four months of its expiration date. The Recipient acknowledges and agrees that unexpired naloxone doses returned to the County may be redistributed into the community or to other agencies, in the County's sole discretion.

5. Hold Harmless and Indemnification.

Each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

Further, the Recipient agrees to protect, defend, hold harmless and indemnify the County, its officers, agents, employees, and elected officials from and against any and all claims, costs, causes of action, or lawsuits (including the cost of defense) arising out of or related to the provision of naloxone to the Recipient and that the County assumes no responsibility for training in the proper administration of naloxone or the efficacy, reliability or suitability of the naloxone as provided by the manufacturer or as to warranty of any kind, express or implied, including as to fitness, effectiveness and safety. By entering into this Agreement, the Recipient accepts the naloxone subject to this indemnity, disclaimer, and the terms and conditions of this Agreement.

6. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Recipient from any liability or responsibility which arises in whole or in part from the existence or effect of the Recipient's ordinances, policies, rules or regulations. If any

cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Recipient ordinance, policy, rule or regulation is at issue, the Recipient shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Recipient, the County, or both, the Recipient shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

7. Compliance with Laws.

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

8. Early Termination.

Either Party may terminate this Agreement, with or without cause, upon sixty (60) days' written notice to the other Party. The City agrees to properly dispose of any expired doses of naloxone that remain in its possession after termination of this Agreement.

9. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages.

10. Notices.

All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:
Snohomish County Health Department
3020 Rucker Avenue
Everett, Washington 98201
Attention: Health Department Director

If to the Recipient:
City of Mukilteo
11930 Cyrus Way
Mukilteo, WA 98275
Attention: _____

The County or the Recipient may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

11. Entire Agreement; Amendment.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

12. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

13. Governing Law and Venue.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

14. Interpretation.

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

16. No Waiver.

Failure by either Party at any time to require performance by the other Party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach hereof or the right to require performance or affect the ability to claim a breach with respect hereto.

17. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

18. Warranty of Authority.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

19. No Third Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

20. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

By_____
Name:
Title:

Approved as to insurance and indemnification provisions:

Rousseau, Stephanie Digitally signed by Rousseau, Stephanie Date: 2026.04.07 09:17:59 -05'00'

Risk Management

Approved as to Form:
Template approved as to form on 4/7/23
Deputy Prosecuting Attorney

RECIPIENT:

City of Mukilteo, a Washington State municipal corporation

By Joe Marine
Name:
Title:

Approved as to Form:

Heidi Greenwood

Recipient Attorney

AGREEMENT FOR
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RECITALS

A. The opioid epidemic is a public health, safety and economic crisis impacting all communities within Snohomish County and resulting in a significant loss of life to residents of Snohomish County; and

B. In exchange for data regarding opioid overdoses occurring within Snohomish County, the County currently provides naloxone to partner jurisdictions that respond within Snohomish County to opioid overdoses; and

C. Snohomish County uses opioid overdose data to track areas of high demand for naloxone in order to shift naloxone resources to the areas of highest demand as those areas change over time; and

D. The Recipient responds to emergency calls within its jurisdiction, including calls related to opioid overdoses and has a need for naloxone as well as an ability to collect data related to overdoses; and

E. The Parties recognize the public health, safety, and welfare benefits of promoting wider availability of naloxone within Snohomish County; and

F. The Parties further recognize that a significant number of naloxone doses distributed to partner jurisdictions go unused and can be redistributed to organizations in frequent contact with opioid users at risk of overdose; and

G. The Parties wish to enter into an agreement under which in exchange for overdose data, the County will provide the Recipient with naloxone, which may include extra doses to be left behind with opioid users whom the Recipient encounters, and with the further agreement that unused doses will be returned to the County for redistribution;

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5. Hold Harmless and Indemnification.

Each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

Further, the Recipient agrees to protect, defend, hold harmless and indemnify the County, its officers, agents, employees, and elected officials from and against any and all claims, costs, causes of action, or lawsuits (including the cost of defense) arising out of or related to the provision of naloxone to the Recipient and that the County assumes no responsibility for training in the proper administration of naloxone or the efficacy, reliability or suitability of the naloxone as provided by the manufacturer or as to warranty of any kind, express or implied, including as to fitness, effectiveness and safety. By entering into this Agreement, the Recipient accepts the naloxone subject to this indemnity, disclaimer, and the terms and conditions of this Agreement.

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cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Recipient ordinance, policy, rule or regulation is at issue, the Recipient shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Recipient, the County, or both, the Recipient shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

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Everett, Washington 98201
Attention: Health Department Director

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City of Mukilteo
11930 Cyrus Way
Mukilteo, WA 98275
Attention: _____

The County or the Recipient may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

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This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

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COUNTY:

Snohomish County, a political subdivision of the State of Washington

By_____
Name:
Title:

Approved as to insurance and indemnification provisions:

Rousseau, Stephanie Digitally signed by Rousseau, Stephanie Date: 2026.04.07 09:17:59 -05'00'

Risk Management

Approved as to Form:
Template approved as to form on 4/7/23
Deputy Prosecuting Attorney

RECIPIENT:

City of Mukilteo, a Washington State municipal corporation

By Joe Marine
Name:
Title:

Approved as to Form:

Heidi Greenwood

Recipient Attorney

AGREEMENT FOR
NALOXONE DISTRIBUTION

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D. The Recipient responds to emergency calls within its jurisdiction, including calls related to opioid overdoses and has a need for naloxone as well as an ability to collect data related to overdoses; and

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F. The Parties further recognize that a significant number of naloxone doses distributed to partner jurisdictions go unused and can be redistributed to organizations in frequent contact with opioid users at risk of overdose; and

G. The Parties wish to enter into an agreement under which in exchange for overdose data, the County will provide the Recipient with naloxone, which may include extra doses to be left behind with opioid users whom the Recipient encounters, and with the further agreement that unused doses will be returned to the County for redistribution;

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3. Naloxone Liaison.

The Recipient will identify an employee to serve as the Recipient's Naloxone Liaison. The Naloxone Liaison will perform the following duties:

3.1 Overdose Data Tracking. The County actively gathers data regarding opioid overdoses throughout Snohomish County in order to identify high-need areas and shift naloxone resources towards those areas. To that end, the Naloxone Liaison will track when naloxone doses have been administered to reverse an opioid overdose regardless of whether County provided naloxone was used. For each such overdose incident, the Naloxone Liaison will track the following de-identified data on a County-provided form: (a) the name of the employee who administered the naloxone, (b) the date of administration, (c) the incident number, as assigned by the Recipient, (d) the number of doses used in the incident, (e) if the administration of naloxone resulted in a reversal of an overdose, and (f) the gender, age, and race/ethnicity, if known, of the person to whom naloxone was administered. The Naloxone Liaison will deliver the completed data tracking form to the County no later than one week after the overdose occurred.

3.2 Naloxone Distribution Tracking. The Naloxone Liaison will distribute naloxone received from the County to the Recipient's employees, including distribution to new employees. The Naloxone Liaison will also collect naloxone from employees that separate from employment with the Recipient for redistribution to other employees subject to Section 6 below. The Naloxone Liaison will maintain a current roster of all employees carrying naloxone, the dose number

assigned to each employee, its expiration date and its lot number, including any updates for replacement doses after a dose is administered or expires. The roster may include the dose number, expiration date and lot number of reserve replacement kits yet to be assigned out. The Naloxone Liaison will provide the naloxone employee roster to the County on a quarterly basis even if no changes occurred from the previous reporting period.

3.3 Naloxone Training. The Naloxone Liaison will provide training to any of the Recipient's staff who receive naloxone doses on the proper administration of naloxone as well as the guidelines for gathering opioid overdose data. Upon request from the Naloxone Liaison, the County will provide the above-described training to Recipient's staff.

4. Return of Unused Naloxone.

The Recipient agrees to return to the County any and all unused doses of naloxone when any such dose is within four months of its expiration date. The Recipient acknowledges and agrees that unexpired naloxone doses returned to the County may be redistributed into the community or to other agencies, in the County's sole discretion.

5. Hold Harmless and Indemnification.

Each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

Further, the Recipient agrees to protect, defend, hold harmless and indemnify the County, its officers, agents, employees, and elected officials from and against any and all claims, costs, causes of action, or lawsuits (including the cost of defense) arising out of or related to the provision of naloxone to the Recipient and that the County assumes no responsibility for training in the proper administration of naloxone or the efficacy, reliability or suitability of the naloxone as provided by the manufacturer or as to warranty of any kind, express or implied, including as to fitness, effectiveness and safety. By entering into this Agreement, the Recipient accepts the naloxone subject to this indemnity, disclaimer, and the terms and conditions of this Agreement.

6. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Recipient from any liability or responsibility which arises in whole or in part from the existence or effect of the Recipient's ordinances, policies, rules or regulations. If any

cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Recipient ordinance, policy, rule or regulation is at issue, the Recipient shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Recipient, the County, or both, the Recipient shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

7. Compliance with Laws.

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

8. Early Termination.

Either Party may terminate this Agreement, with or without cause, upon sixty (60) days' written notice to the other Party. The City agrees to properly dispose of any expired doses of naloxone that remain in its possession after termination of this Agreement.

9. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages.

10. Notices.

All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:
Snohomish County Health Department
3020 Rucker Avenue
Everett, Washington 98201
Attention: Health Department Director

If to the Recipient:
City of Mukilteo
11930 Cyrus Way
Mukilteo, WA 98275
Attention: _____

The County or the Recipient may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

11. Entire Agreement; Amendment.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

12. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

13. Governing Law and Venue.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

14. Interpretation.

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

16. No Waiver.

Failure by either Party at any time to require performance by the other Party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach hereof or the right to require performance or affect the ability to claim a breach with respect hereto.

17. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

18. Warranty of Authority.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

19. No Third Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

20. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

By_____
Name:
Title:

Approved as to insurance and indemnification provisions:

Rousseau, Stephanie Digitally signed by Rousseau, Stephanie Date: 2026.04.07 09:17:59 -05'00'

Risk Management

Approved as to Form:
Template approved as to form on 4/7/23
Deputy Prosecuting Attorney

RECIPIENT:

City of Mukilteo, a Washington State municipal corporation

By Joe Marine
Name:
Title:

Approved as to Form:

Heidi Greenwood

Recipient Attorney

AGREEMENT FOR
NALOXONE DISTRIBUTION

THIS AGREEMENT FOR NALOXONE DISTRIBUTION (the "Agreement") is made and entered into this 23 day of March, 2026, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the City of Mukilteo, a Washington state municipal corporation (the "Recipient") (individually "Party" and collectively "Parties").

RECITALS

A. The opioid epidemic is a public health, safety and economic crisis impacting all communities within Snohomish County and resulting in a significant loss of life to residents of Snohomish County; and

B. In exchange for data regarding opioid overdoses occurring within Snohomish County, the County currently provides naloxone to partner jurisdictions that respond within Snohomish County to opioid overdoses; and

C. Snohomish County uses opioid overdose data to track areas of high demand for naloxone in order to shift naloxone resources to the areas of highest demand as those areas change over time; and

D. The Recipient responds to emergency calls within its jurisdiction, including calls related to opioid overdoses and has a need for naloxone as well as an ability to collect data related to overdoses; and

E. The Parties recognize the public health, safety, and welfare benefits of promoting wider availability of naloxone within Snohomish County; and

F. The Parties further recognize that a significant number of naloxone doses distributed to partner jurisdictions go unused and can be redistributed to organizations in frequent contact with opioid users at risk of overdose; and

G. The Parties wish to enter into an agreement under which in exchange for overdose data, the County will provide the Recipient with naloxone, which may include extra doses to be left behind with opioid users whom the Recipient encounters, and with the further agreement that unused doses will be returned to the County for redistribution;

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Recipient agree as follows:

1. Naloxone Distribution.

In exchange for the data described in Section 5 below, the County will provide naloxone to the Recipient as available and in the County's sole discretion based on the County's analysis of opioid overdose data trends showing high need areas. The County acknowledges and agrees that Recipient may, in its sole discretion, leave behind additional naloxone doses to active opioid users at risk of future overdose, or to friends and family on the scene. The Parties acknowledge and agree that the County is providing naloxone as-is, without express or implied warranty of any kind, including as to fitness, effectiveness and safety. The Recipient is not relying upon any oral or written representations by the County outside of this Agreement. Any use of the naloxone by the Recipient is at the Recipient's sole risk. The Recipient acknowledges and agrees that naloxone may not be as effective if improperly stored. To that end, the Recipient will store all naloxone at between 59°F to 77°F. Naloxone nasal spray may be stored for short periods up to 104°F. The Recipient will not store naloxone nasal spray in a car on hot days. The Recipient will not freeze or leave naloxone nasal spray in a car during the winter.

2. Effective Date and Duration.

This Agreement shall take effect upon full execution by the Parties. This Agreement shall remain in effect through midnight December 31, 2029, unless earlier terminated pursuant to the provisions of Section 8 below, and the term of this Agreement may be extended or renewed in the County's sole discretion for up to two (2) additional three (3) year terms, upon written notice from the County to the Recipient, PROVIDED, HOWEVER, that each Party's obligations after December 31, 2026, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Naloxone Liaison.

The Recipient will identify an employee to serve as the Recipient's Naloxone Liaison. The Naloxone Liaison will perform the following duties:

3.1 Overdose Data Tracking. The County actively gathers data regarding opioid overdoses throughout Snohomish County in order to identify high-need areas and shift naloxone resources towards those areas. To that end, the Naloxone Liaison will track when naloxone doses have been administered to reverse an opioid overdose regardless of whether County provided naloxone was used. For each such overdose incident, the Naloxone Liaison will track the following de-identified data on a County-provided form: (a) the name of the employee who administered the naloxone, (b) the date of administration, (c) the incident number, as assigned by the Recipient, (d) the number of doses used in the incident, (e) if the administration of naloxone resulted in a reversal of an overdose, and (f) the gender, age, and race/ethnicity, if known, of the person to whom naloxone was administered. The Naloxone Liaison will deliver the completed data tracking form to the County no later than one week after the overdose occurred.

3.2 Naloxone Distribution Tracking. The Naloxone Liaison will distribute naloxone received from the County to the Recipient's employees, including distribution to new employees. The Naloxone Liaison will also collect naloxone from employees that separate from employment with the Recipient for redistribution to other employees subject to Section 6 below. The Naloxone Liaison will maintain a current roster of all employees carrying naloxone, the dose number

assigned to each employee, its expiration date and its lot number, including any updates for replacement doses after a dose is administered or expires. The roster may include the dose number, expiration date and lot number of reserve replacement kits yet to be assigned out. The Naloxone Liaison will provide the naloxone employee roster to the County on a quarterly basis even if no changes occurred from the previous reporting period.

3.3 Naloxone Training. The Naloxone Liaison will provide training to any of the Recipient's staff who receive naloxone doses on the proper administration of naloxone as well as the guidelines for gathering opioid overdose data. Upon request from the Naloxone Liaison, the County will provide the above-described training to Recipient's staff.

4. Return of Unused Naloxone.

The Recipient agrees to return to the County any and all unused doses of naloxone when any such dose is within four months of its expiration date. The Recipient acknowledges and agrees that unexpired naloxone doses returned to the County may be redistributed into the community or to other agencies, in the County's sole discretion.

5. Hold Harmless and Indemnification.

Each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

Further, the Recipient agrees to protect, defend, hold harmless and indemnify the County, its officers, agents, employees, and elected officials from and against any and all claims, costs, causes of action, or lawsuits (including the cost of defense) arising out of or related to the provision of naloxone to the Recipient and that the County assumes no responsibility for training in the proper administration of naloxone or the efficacy, reliability or suitability of the naloxone as provided by the manufacturer or as to warranty of any kind, express or implied, including as to fitness, effectiveness and safety. By entering into this Agreement, the Recipient accepts the naloxone subject to this indemnity, disclaimer, and the terms and conditions of this Agreement.

6. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Recipient from any liability or responsibility which arises in whole or in part from the existence or effect of the Recipient's ordinances, policies, rules or regulations. If any

cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Recipient ordinance, policy, rule or regulation is at issue, the Recipient shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Recipient, the County, or both, the Recipient shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

7. Compliance with Laws.

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

8. Early Termination.

Either Party may terminate this Agreement, with or without cause, upon sixty (60) days' written notice to the other Party. The City agrees to properly dispose of any expired doses of naloxone that remain in its possession after termination of this Agreement.

9. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages.

10. Notices.

All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:
Snohomish County Health Department
3020 Rucker Avenue
Everett, Washington 98201
Attention: Health Department Director

If to the Recipient:
City of Mukilteo
11930 Cyrus Way
Mukilteo, WA 98275
Attention: _____

The County or the Recipient may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

11. Entire Agreement; Amendment.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

12. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

13. Governing Law and Venue.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

14. Interpretation.

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

16. No Waiver.

Failure by either Party at any time to require performance by the other Party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach hereof or the right to require performance or affect the ability to claim a breach with respect hereto.

17. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

18. Warranty of Authority.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

19. No Third Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

20. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

By_____
Name:
Title:

Approved as to insurance and indemnification provisions:

Rousseau, Stephanie Digitally signed by Rousseau, Stephanie Date: 2026.04.07 09:17:59 -05'00'

Risk Management

Approved as to Form:
Template approved as to form on 4/7/23
Deputy Prosecuting Attorney

RECIPIENT:

City of Mukilteo, a Washington State municipal corporation

By Joe Marine
Name:
Title:

Approved as to Form:

Heidi Greenwood

Recipient Attorney

AGREEMENT FOR
NALOXONE DISTRIBUTION

THIS AGREEMENT FOR NALOXONE DISTRIBUTION (the "Agreement") is made and entered into this 23 day of March, 2026, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the City of Mukilteo, a Washington state municipal corporation (the "Recipient") (individually "Party" and collectively "Parties").

RECITALS

A. The opioid epidemic is a public health, safety and economic crisis impacting all communities within Snohomish County and resulting in a significant loss of life to residents of Snohomish County; and

B. In exchange for data regarding opioid overdoses occurring within Snohomish County, the County currently provides naloxone to partner jurisdictions that respond within Snohomish County to opioid overdoses; and

C. Snohomish County uses opioid overdose data to track areas of high demand for naloxone in order to shift naloxone resources to the areas of highest demand as those areas change over time; and

D. The Recipient responds to emergency calls within its jurisdiction, including calls related to opioid overdoses and has a need for naloxone as well as an ability to collect data related to overdoses; and

E. The Parties recognize the public health, safety, and welfare benefits of promoting wider availability of naloxone within Snohomish County; and

F. The Parties further recognize that a significant number of naloxone doses distributed to partner jurisdictions go unused and can be redistributed to organizations in frequent contact with opioid users at risk of overdose; and

G. The Parties wish to enter into an agreement under which in exchange for overdose data, the County will provide the Recipient with naloxone, which may include extra doses to be left behind with opioid users whom the Recipient encounters, and with the further agreement that unused doses will be returned to the County for redistribution;

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Recipient agree as follows:

1. Naloxone Distribution.

In exchange for the data described in Section 5 below, the County will provide naloxone to the Recipient as available and in the County's sole discretion based on the County's analysis of opioid overdose data trends showing high need areas. The County acknowledges and agrees that Recipient may, in its sole discretion, leave behind additional naloxone doses to active opioid users at risk of future overdose, or to friends and family on the scene. The Parties acknowledge and agree that the County is providing naloxone as-is, without express or implied warranty of any kind, including as to fitness, effectiveness and safety. The Recipient is not relying upon any oral or written representations by the County outside of this Agreement. Any use of the naloxone by the Recipient is at the Recipient's sole risk. The Recipient acknowledges and agrees that naloxone may not be as effective if improperly stored. To that end, the Recipient will store all naloxone at between 59°F to 77°F. Naloxone nasal spray may be stored for short periods up to 104°F. The Recipient will not store naloxone nasal spray in a car on hot days. The Recipient will not freeze or leave naloxone nasal spray in a car during the winter.

2. Effective Date and Duration.

This Agreement shall take effect upon full execution by the Parties. This Agreement shall remain in effect through midnight December 31, 2029, unless earlier terminated pursuant to the provisions of Section 8 below, and the term of this Agreement may be extended or renewed in the County's sole discretion for up to two (2) additional three (3) year terms, upon written notice from the County to the Recipient, PROVIDED, HOWEVER, that each Party's obligations after December 31, 2026, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Naloxone Liaison.

The Recipient will identify an employee to serve as the Recipient's Naloxone Liaison. The Naloxone Liaison will perform the following duties:

3.1 Overdose Data Tracking. The County actively gathers data regarding opioid overdoses throughout Snohomish County in order to identify high-need areas and shift naloxone resources towards those areas. To that end, the Naloxone Liaison will track when naloxone doses have been administered to reverse an opioid overdose regardless of whether County provided naloxone was used. For each such overdose incident, the Naloxone Liaison will track the following de-identified data on a County-provided form: (a) the name of the employee who administered the naloxone, (b) the date of administration, (c) the incident number, as assigned by the Recipient, (d) the number of doses used in the incident, (e) if the administration of naloxone resulted in a reversal of an overdose, and (f) the gender, age, and race/ethnicity, if known, of the person to whom naloxone was administered. The Naloxone Liaison will deliver the completed data tracking form to the County no later than one week after the overdose occurred.

3.2 Naloxone Distribution Tracking. The Naloxone Liaison will distribute naloxone received from the County to the Recipient's employees, including distribution to new employees. The Naloxone Liaison will also collect naloxone from employees that separate from employment with the Recipient for redistribution to other employees subject to Section 6 below. The Naloxone Liaison will maintain a current roster of all employees carrying naloxone, the dose number

assigned to each employee, its expiration date and its lot number, including any updates for replacement doses after a dose is administered or expires. The roster may include the dose number, expiration date and lot number of reserve replacement kits yet to be assigned out. The Naloxone Liaison will provide the naloxone employee roster to the County on a quarterly basis even if no changes occurred from the previous reporting period.

3.3 Naloxone Training. The Naloxone Liaison will provide training to any of the Recipient's staff who receive naloxone doses on the proper administration of naloxone as well as the guidelines for gathering opioid overdose data. Upon request from the Naloxone Liaison, the County will provide the above-described training to Recipient's staff.

4. Return of Unused Naloxone.

The Recipient agrees to return to the County any and all unused doses of naloxone when any such dose is within four months of its expiration date. The Recipient acknowledges and agrees that unexpired naloxone doses returned to the County may be redistributed into the community or to other agencies, in the County's sole discretion.

5. Hold Harmless and Indemnification.

Each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

Further, the Recipient agrees to protect, defend, hold harmless and indemnify the County, its officers, agents, employees, and elected officials from and against any and all claims, costs, causes of action, or lawsuits (including the cost of defense) arising out of or related to the provision of naloxone to the Recipient and that the County assumes no responsibility for training in the proper administration of naloxone or the efficacy, reliability or suitability of the naloxone as provided by the manufacturer or as to warranty of any kind, express or implied, including as to fitness, effectiveness and safety. By entering into this Agreement, the Recipient accepts the naloxone subject to this indemnity, disclaimer, and the terms and conditions of this Agreement.

6. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Recipient from any liability or responsibility which arises in whole or in part from the existence or effect of the Recipient's ordinances, policies, rules or regulations. If any

cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Recipient ordinance, policy, rule or regulation is at issue, the Recipient shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Recipient, the County, or both, the Recipient shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

7. Compliance with Laws.

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

8. Early Termination.

Either Party may terminate this Agreement, with or without cause, upon sixty (60) days' written notice to the other Party. The City agrees to properly dispose of any expired doses of naloxone that remain in its possession after termination of this Agreement.

9. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages.

10. Notices.

All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:
Snohomish County Health Department
3020 Rucker Avenue
Everett, Washington 98201
Attention: Health Department Director

If to the Recipient:
City of Mukilteo
11930 Cyrus Way
Mukilteo, WA 98275
Attention: _____

The County or the Recipient may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

11. Entire Agreement; Amendment.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

12. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

13. Governing Law and Venue.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

14. Interpretation.

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

16. No Waiver.

Failure by either Party at any time to require performance by the other Party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach hereof or the right to require performance or affect the ability to claim a breach with respect hereto.

17. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

18. Warranty of Authority.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

19. No Third Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

20. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

By_____
Name:
Title:

Approved as to insurance and indemnification provisions:

Rousseau, Stephanie Digitally signed by Rousseau, Stephanie Date: 2026.04.07 09:17:59 -05'00'

Risk Management

Approved as to Form:
Template approved as to form on 4/7/23
Deputy Prosecuting Attorney

RECIPIENT:

City of Mukilteo, a Washington State municipal corporation

By Joe Marine
Name:
Title:

Approved as to Form:

Heidi Greenwood

Recipient Attorney

AGREEMENT FOR
NALOXONE DISTRIBUTION

THIS AGREEMENT FOR NALOXONE DISTRIBUTION (the "Agreement") is made and entered into this 23 day of March, 2026, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the City of Mukilteo, a Washington state municipal corporation (the "Recipient") (individually "Party" and collectively "Parties").

RECITALS

A. The opioid epidemic is a public health, safety and economic crisis impacting all communities within Snohomish County and resulting in a significant loss of life to residents of Snohomish County; and

B. In exchange for data regarding opioid overdoses occurring within Snohomish County, the County currently provides naloxone to partner jurisdictions that respond within Snohomish County to opioid overdoses; and

C. Snohomish County uses opioid overdose data to track areas of high demand for naloxone in order to shift naloxone resources to the areas of highest demand as those areas change over time; and

D. The Recipient responds to emergency calls within its jurisdiction, including calls related to opioid overdoses and has a need for naloxone as well as an ability to collect data related to overdoses; and

E. The Parties recognize the public health, safety, and welfare benefits of promoting wider availability of naloxone within Snohomish County; and

F. The Parties further recognize that a significant number of naloxone doses distributed to partner jurisdictions go unused and can be redistributed to organizations in frequent contact with opioid users at risk of overdose; and

G. The Parties wish to enter into an agreement under which in exchange for overdose data, the County will provide the Recipient with naloxone, which may include extra doses to be left behind with opioid users whom the Recipient encounters, and with the further agreement that unused doses will be returned to the County for redistribution;

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Recipient agree as follows:

1. Naloxone Distribution.

In exchange for the data described in Section 5 below, the County will provide naloxone to the Recipient as available and in the County's sole discretion based on the County's analysis of opioid overdose data trends showing high need areas. The County acknowledges and agrees that Recipient may, in its sole discretion, leave behind additional naloxone doses to active opioid users at risk of future overdose, or to friends and family on the scene. The Parties acknowledge and agree that the County is providing naloxone as-is, without express or implied warranty of any kind, including as to fitness, effectiveness and safety. The Recipient is not relying upon any oral or written representations by the County outside of this Agreement. Any use of the naloxone by the Recipient is at the Recipient's sole risk. The Recipient acknowledges and agrees that naloxone may not be as effective if improperly stored. To that end, the Recipient will store all naloxone at between 59°F to 77°F. Naloxone nasal spray may be stored for short periods up to 104°F. The Recipient will not store naloxone nasal spray in a car on hot days. The Recipient will not freeze or leave naloxone nasal spray in a car during the winter.

2. Effective Date and Duration.

This Agreement shall take effect upon full execution by the Parties. This Agreement shall remain in effect through midnight December 31, 2029, unless earlier terminated pursuant to the provisions of Section 8 below, and the term of this Agreement may be extended or renewed in the County's sole discretion for up to two (2) additional three (3) year terms, upon written notice from the County to the Recipient, PROVIDED, HOWEVER, that each Party's obligations after December 31, 2026, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Naloxone Liaison.

The Recipient will identify an employee to serve as the Recipient's Naloxone Liaison. The Naloxone Liaison will perform the following duties:

3.1 Overdose Data Tracking. The County actively gathers data regarding opioid overdoses throughout Snohomish County in order to identify high-need areas and shift naloxone resources towards those areas. To that end, the Naloxone Liaison will track when naloxone doses have been administered to reverse an opioid overdose regardless of whether County provided naloxone was used. For each such overdose incident, the Naloxone Liaison will track the following de-identified data on a County-provided form: (a) the name of the employee who administered the naloxone, (b) the date of administration, (c) the incident number, as assigned by the Recipient, (d) the number of doses used in the incident, (e) if the administration of naloxone resulted in a reversal of an overdose, and (f) the gender, age, and race/ethnicity, if known, of the person to whom naloxone was administered. The Naloxone Liaison will deliver the completed data tracking form to the County no later than one week after the overdose occurred.

3.2 Naloxone Distribution Tracking. The Naloxone Liaison will distribute naloxone received from the County to the Recipient's employees, including distribution to new employees. The Naloxone Liaison will also collect naloxone from employees that separate from employment with the Recipient for redistribution to other employees subject to Section 6 below. The Naloxone Liaison will maintain a current roster of all employees carrying naloxone, the dose number

assigned to each employee, its expiration date and its lot number, including any updates for replacement doses after a dose is administered or expires. The roster may include the dose number, expiration date and lot number of reserve replacement kits yet to be assigned out. The Naloxone Liaison will provide the naloxone employee roster to the County on a quarterly basis even if no changes occurred from the previous reporting period.

3.3 Naloxone Training. The Naloxone Liaison will provide training to any of the Recipient's staff who receive naloxone doses on the proper administration of naloxone as well as the guidelines for gathering opioid overdose data. Upon request from the Naloxone Liaison, the County will provide the above-described training to Recipient's staff.

4. Return of Unused Naloxone.

The Recipient agrees to return to the County any and all unused doses of naloxone when any such dose is within four months of its expiration date. The Recipient acknowledges and agrees that unexpired naloxone doses returned to the County may be redistributed into the community or to other agencies, in the County's sole discretion.

5. Hold Harmless and Indemnification.

Each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

Further, the Recipient agrees to protect, defend, hold harmless and indemnify the County, its officers, agents, employees, and elected officials from and against any and all claims, costs, causes of action, or lawsuits (including the cost of defense) arising out of or related to the provision of naloxone to the Recipient and that the County assumes no responsibility for training in the proper administration of naloxone or the efficacy, reliability or suitability of the naloxone as provided by the manufacturer or as to warranty of any kind, express or implied, including as to fitness, effectiveness and safety. By entering into this Agreement, the Recipient accepts the naloxone subject to this indemnity, disclaimer, and the terms and conditions of this Agreement.

6. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Recipient from any liability or responsibility which arises in whole or in part from the existence or effect of the Recipient's ordinances, policies, rules or regulations. If any

cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Recipient ordinance, policy, rule or regulation is at issue, the Recipient shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Recipient, the County, or both, the Recipient shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

7. Compliance with Laws.

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

8. Early Termination.

Either Party may terminate this Agreement, with or without cause, upon sixty (60) days' written notice to the other Party. The City agrees to properly dispose of any expired doses of naloxone that remain in its possession after termination of this Agreement.

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By_____
Name:
Title:

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Risk Management

Approved as to Form:
Template approved as to form on 4/7/23
Deputy Prosecuting Attorney

RECIPIENT:

City of Mukilteo, a Washington State municipal corporation

By Joe Marine
Name:
Title:

Approved as to Form:

Heidi Greenwood

Recipient Attorney

AGREEMENT FOR
NALOXONE DISTRIBUTION

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RECITALS

A. The opioid epidemic is a public health, safety and economic crisis impacting all communities within Snohomish County and resulting in a significant loss of life to residents of Snohomish County; and

B. In exchange for data regarding opioid overdoses occurring within Snohomish County, the County currently provides naloxone to partner jurisdictions that respond within Snohomish County to opioid overdoses; and

C. Snohomish County uses opioid overdose data to track areas of high demand for naloxone in order to shift naloxone resources to the areas of highest demand as those areas change over time; and

D. The Recipient responds to emergency calls within its jurisdiction, including calls related to opioid overdoses and has a need for naloxone as well as an ability to collect data related to overdoses; and

E. The Parties recognize the public health, safety, and welfare benefits of promoting wider availability of naloxone within Snohomish County; and

F. The Parties further recognize that a significant number of naloxone doses distributed to partner jurisdictions go unused and can be redistributed to organizations in frequent contact with opioid users at risk of overdose; and

G. The Parties wish to enter into an agreement under which in exchange for overdose data, the County will provide the Recipient with naloxone, which may include extra doses to be left behind with opioid users whom the Recipient encounters, and with the further agreement that unused doses will be returned to the County for redistribution;

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Recipient agree as follows:

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5. Hold Harmless and Indemnification.

Each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

Further, the Recipient agrees to protect, defend, hold harmless and indemnify the County, its officers, agents, employees, and elected officials from and against any and all claims, costs, causes of action, or lawsuits (including the cost of defense) arising out of or related to the provision of naloxone to the Recipient and that the County assumes no responsibility for training in the proper administration of naloxone or the efficacy, reliability or suitability of the naloxone as provided by the manufacturer or as to warranty of any kind, express or implied, including as to fitness, effectiveness and safety. By entering into this Agreement, the Recipient accepts the naloxone subject to this indemnity, disclaimer, and the terms and conditions of this Agreement.

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Snohomish County, a political subdivision of the State of Washington

By_____
Name:
Title:

Approved as to insurance and indemnification provisions:

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Risk Management

Approved as to Form:
Template approved as to form on 4/7/23
Deputy Prosecuting Attorney

RECIPIENT:

City of Mukilteo, a Washington State municipal corporation

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NALOXONE DISTRIBUTION

THIS AGREEMENT FOR NALOXONE DISTRIBUTION (the "Agreement") is made and entered into this 23 day of March, 2026, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the City of Mukilteo, a Washington state municipal corporation (the "Recipient") (individually "Party" and collectively "Parties").

RECITALS

A. The opioid epidemic is a public health, safety and economic crisis impacting all communities within Snohomish County and resulting in a significant loss of life to residents of Snohomish County; and

B. In exchange for data regarding opioid overdoses occurring within Snohomish County, the County currently provides naloxone to partner jurisdictions that respond within Snohomish County to opioid overdoses; and

C. Snohomish County uses opioid overdose data to track areas of high demand for naloxone in order to shift naloxone resources to the areas of highest demand as those areas change over time; and

D. The Recipient responds to emergency calls within its jurisdiction, including calls related to opioid overdoses and has a need for naloxone as well as an ability to collect data related to overdoses; and

E. The Parties recognize the public health, safety, and welfare benefits of promoting wider availability of naloxone within Snohomish County; and

F. The Parties further recognize that a significant number of naloxone doses distributed to partner jurisdictions go unused and can be redistributed to organizations in frequent contact with opioid users at risk of overdose; and

G. The Parties wish to enter into an agreement under which in exchange for overdose data, the County will provide the Recipient with naloxone, which may include extra doses to be left behind with opioid users whom the Recipient encounters, and with the further agreement that unused doses will be returned to the County for redistribution;

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Recipient agree as follows:

1. Naloxone Distribution.

In exchange for the data described in Section 5 below, the County will provide naloxone to the Recipient as available and in the County's sole discretion based on the County's analysis of opioid overdose data trends showing high need areas. The County acknowledges and agrees that Recipient may, in its sole discretion, leave behind additional naloxone doses to active opioid users at risk of future overdose, or to friends and family on the scene. The Parties acknowledge and agree that the County is providing naloxone as-is, without express or implied warranty of any kind, including as to fitness, effectiveness and safety. The Recipient is not relying upon any oral or written representations by the County outside of this Agreement. Any use of the naloxone by the Recipient is at the Recipient's sole risk. The Recipient acknowledges and agrees that naloxone may not be as effective if improperly stored. To that end, the Recipient will store all naloxone at between 59°F to 77°F. Naloxone nasal spray may be stored for short periods up to 104°F. The Recipient will not store naloxone nasal spray in a car on hot days. The Recipient will not freeze or leave naloxone nasal spray in a car during the winter.

2. Effective Date and Duration.

This Agreement shall take effect upon full execution by the Parties. This Agreement shall remain in effect through midnight December 31, 2029, unless earlier terminated pursuant to the provisions of Section 8 below, and the term of this Agreement may be extended or renewed in the County's sole discretion for up to two (2) additional three (3) year terms, upon written notice from the County to the Recipient, PROVIDED, HOWEVER, that each Party's obligations after December 31, 2026, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Naloxone Liaison.

The Recipient will identify an employee to serve as the Recipient's Naloxone Liaison. The Naloxone Liaison will perform the following duties:

3.1 Overdose Data Tracking. The County actively gathers data regarding opioid overdoses throughout Snohomish County in order to identify high-need areas and shift naloxone resources towards those areas. To that end, the Naloxone Liaison will track when naloxone doses have been administered to reverse an opioid overdose regardless of whether County provided naloxone was used. For each such overdose incident, the Naloxone Liaison will track the following de-identified data on a County-provided form: (a) the name of the employee who administered the naloxone, (b) the date of administration, (c) the incident number, as assigned by the Recipient, (d) the number of doses used in the incident, (e) if the administration of naloxone resulted in a reversal of an overdose, and (f) the gender, age, and race/ethnicity, if known, of the person to whom naloxone was administered. The Naloxone Liaison will deliver the completed data tracking form to the County no later than one week after the overdose occurred.

3.2 Naloxone Distribution Tracking. The Naloxone Liaison will distribute naloxone received from the County to the Recipient's employees, including distribution to new employees. The Naloxone Liaison will also collect naloxone from employees that separate from employment with the Recipient for redistribution to other employees subject to Section 6 below. The Naloxone Liaison will maintain a current roster of all employees carrying naloxone, the dose number

assigned to each employee, its expiration date and its lot number, including any updates for replacement doses after a dose is administered or expires. The roster may include the dose number, expiration date and lot number of reserve replacement kits yet to be assigned out. The Naloxone Liaison will provide the naloxone employee roster to the County on a quarterly basis even if no changes occurred from the previous reporting period.

3.3 Naloxone Training. The Naloxone Liaison will provide training to any of the Recipient's staff who receive naloxone doses on the proper administration of naloxone as well as the guidelines for gathering opioid overdose data. Upon request from the Naloxone Liaison, the County will provide the above-described training to Recipient's staff.

4. Return of Unused Naloxone.

The Recipient agrees to return to the County any and all unused doses of naloxone when any such dose is within four months of its expiration date. The Recipient acknowledges and agrees that unexpired naloxone doses returned to the County may be redistributed into the community or to other agencies, in the County's sole discretion.

5. Hold Harmless and Indemnification.

Each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

Further, the Recipient agrees to protect, defend, hold harmless and indemnify the County, its officers, agents, employees, and elected officials from and against any and all claims, costs, causes of action, or lawsuits (including the cost of defense) arising out of or related to the provision of naloxone to the Recipient and that the County assumes no responsibility for training in the proper administration of naloxone or the efficacy, reliability or suitability of the naloxone as provided by the manufacturer or as to warranty of any kind, express or implied, including as to fitness, effectiveness and safety. By entering into this Agreement, the Recipient accepts the naloxone subject to this indemnity, disclaimer, and the terms and conditions of this Agreement.

6. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Recipient from any liability or responsibility which arises in whole or in part from the existence or effect of the Recipient's ordinances, policies, rules or regulations. If any

cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Recipient ordinance, policy, rule or regulation is at issue, the Recipient shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Recipient, the County, or both, the Recipient shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

7. Compliance with Laws.

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

8. Early Termination.

Either Party may terminate this Agreement, with or without cause, upon sixty (60) days' written notice to the other Party. The City agrees to properly dispose of any expired doses of naloxone that remain in its possession after termination of this Agreement.

9. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages.

10. Notices.

All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:
Snohomish County Health Department
3020 Rucker Avenue
Everett, Washington 98201
Attention: Health Department Director

If to the Recipient:
City of Mukilteo
11930 Cyrus Way
Mukilteo, WA 98275
Attention: _____

The County or the Recipient may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

11. Entire Agreement; Amendment.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

12. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

13. Governing Law and Venue.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

14. Interpretation.

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

16. No Waiver.

Failure by either Party at any time to require performance by the other Party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach hereof or the right to require performance or affect the ability to claim a breach with respect hereto.

17. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

18. Warranty of Authority.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

19. No Third Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

20. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

By_____
Name:
Title:

Approved as to insurance and indemnification provisions:

Rousseau, Stephanie Digitally signed by Rousseau, Stephanie Date: 2026.04.07 09:17:59 -05'00'

Risk Management

Approved as to Form:
Template approved as to form on 4/7/23
Deputy Prosecuting Attorney

RECIPIENT:

City of Mukilteo, a Washington State municipal corporation

By Joe Marine
Name:
Title:

Approved as to Form:

Heidi Greenwood

Recipient Attorney

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RECITALS

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B. In exchange for data regarding opioid overdoses occurring within Snohomish County, the County currently provides naloxone to partner jurisdictions that respond within Snohomish County to opioid overdoses; and

C. Snohomish County uses opioid overdose data to track areas of high demand for naloxone in order to shift naloxone resources to the areas of highest demand as those areas change over time; and

D. The Recipient responds to emergency calls within its jurisdiction, including calls related to opioid overdoses and has a need for naloxone as well as an ability to collect data related to overdoses; and

E. The Parties recognize the public health, safety, and welfare benefits of promoting wider availability of naloxone within Snohomish County; and

F. The Parties further recognize that a significant number of naloxone doses distributed to partner jurisdictions go unused and can be redistributed to organizations in frequent contact with opioid users at risk of overdose; and

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Each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

Further, the Recipient agrees to protect, defend, hold harmless and indemnify the County, its officers, agents, employees, and elected officials from and against any and all claims, costs, causes of action, or lawsuits (including the cost of defense) arising out of or related to the provision of naloxone to the Recipient and that the County assumes no responsibility for training in the proper administration of naloxone or the efficacy, reliability or suitability of the naloxone as provided by the manufacturer or as to warranty of any kind, express or implied, including as to fitness, effectiveness and safety. By entering into this Agreement, the Recipient accepts the naloxone subject to this indemnity, disclaimer, and the terms and conditions of this Agreement.

6. Liability Related to City Ordinances, Policies, Rules and Regulations.

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cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Recipient ordinance, policy, rule or regulation is at issue, the Recipient shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Recipient, the County, or both, the Recipient shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

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Everett, Washington 98201
Attention: Health Department Director

If to the Recipient:
City of Mukilteo
11930 Cyrus Way
Mukilteo, WA 98275
Attention: _____

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This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

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COUNTY:

Snohomish County, a political subdivision of the State of Washington

By_____
Name:
Title:

Approved as to insurance and indemnification provisions:

Rousseau, Stephanie Digitally signed by Rousseau, Stephanie Date: 2026.04.07 09:17:59 -05'00'

Risk Management

Approved as to Form:
Template approved as to form on 4/7/23
Deputy Prosecuting Attorney

RECIPIENT:

City of Mukilteo, a Washington State municipal corporation

By Joe Marine
Name:
Title:

Approved as to Form:

Heidi Greenwood

Recipient Attorney

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3.2 Naloxone Distribution Tracking. The Naloxone Liaison will distribute naloxone received from the County to the Recipient's employees, including distribution to new employees. The Naloxone Liaison will also collect naloxone from employees that separate from employment with the Recipient for redistribution to other employees subject to Section 6 below. The Naloxone Liaison will maintain a current roster of all employees carrying naloxone, the dose number

assigned to each employee, its expiration date and its lot number, including any updates for replacement doses after a dose is administered or expires. The roster may include the dose number, expiration date and lot number of reserve replacement kits yet to be assigned out. The Naloxone Liaison will provide the naloxone employee roster to the County on a quarterly basis even if no changes occurred from the previous reporting period.

3.3 Naloxone Training. The Naloxone Liaison will provide training to any of the Recipient's staff who receive naloxone doses on the proper administration of naloxone as well as the guidelines for gathering opioid overdose data. Upon request from the Naloxone Liaison, the County will provide the above-described training to Recipient's staff.

4. Return of Unused Naloxone.

The Recipient agrees to return to the County any and all unused doses of naloxone when any such dose is within four months of its expiration date. The Recipient acknowledges and agrees that unexpired naloxone doses returned to the County may be redistributed into the community or to other agencies, in the County's sole discretion.

5. Hold Harmless and Indemnification.

Each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

Further, the Recipient agrees to protect, defend, hold harmless and indemnify the County, its officers, agents, employees, and elected officials from and against any and all claims, costs, causes of action, or lawsuits (including the cost of defense) arising out of or related to the provision of naloxone to the Recipient and that the County assumes no responsibility for training in the proper administration of naloxone or the efficacy, reliability or suitability of the naloxone as provided by the manufacturer or as to warranty of any kind, express or implied, including as to fitness, effectiveness and safety. By entering into this Agreement, the Recipient accepts the naloxone subject to this indemnity, disclaimer, and the terms and conditions of this Agreement.

6. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Recipient from any liability or responsibility which arises in whole or in part from the existence or effect of the Recipient's ordinances, policies, rules or regulations. If any

cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Recipient ordinance, policy, rule or regulation is at issue, the Recipient shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Recipient, the County, or both, the Recipient shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

7. Compliance with Laws.

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

8. Early Termination.

Either Party may terminate this Agreement, with or without cause, upon sixty (60) days' written notice to the other Party. The City agrees to properly dispose of any expired doses of naloxone that remain in its possession after termination of this Agreement.

9. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages.

10. Notices.

All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:
Snohomish County Health Department
3020 Rucker Avenue
Everett, Washington 98201
Attention: Health Department Director

If to the Recipient:
City of Mukilteo
11930 Cyrus Way
Mukilteo, WA 98275
Attention: _____

The County or the Recipient may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

11. Entire Agreement; Amendment.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

12. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

13. Governing Law and Venue.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

14. Interpretation.

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

16. No Waiver.

Failure by either Party at any time to require performance by the other Party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach hereof or the right to require performance or affect the ability to claim a breach with respect hereto.

17. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

18. Warranty of Authority.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

19. No Third Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

20. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

By_____
Name:
Title:

Approved as to insurance and indemnification provisions:

Rousseau, Stephanie Digitally signed by Rousseau, Stephanie Date: 2026.04.07 09:17:59 -05'00'

Risk Management

Approved as to Form:
Template approved as to form on 4/7/23
Deputy Prosecuting Attorney

RECIPIENT:

City of Mukilteo, a Washington State municipal corporation

By Joe Marine
Name:
Title:

Approved as to Form:

Heidi Greenwood

Recipient Attorney

AGREEMENT FOR
NALOXONE DISTRIBUTION

THIS AGREEMENT FOR NALOXONE DISTRIBUTION (the "Agreement") is made and entered into this 23 day of March, 2026, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the City of Mukilteo, a Washington state municipal corporation (the "Recipient") (individually "Party" and collectively "Parties").

RECITALS

A. The opioid epidemic is a public health, safety and economic crisis impacting all communities within Snohomish County and resulting in a significant loss of life to residents of Snohomish County; and

B. In exchange for data regarding opioid overdoses occurring within Snohomish County, the County currently provides naloxone to partner jurisdictions that respond within Snohomish County to opioid overdoses; and

C. Snohomish County uses opioid overdose data to track areas of high demand for naloxone in order to shift naloxone resources to the areas of highest demand as those areas change over time; and

D. The Recipient responds to emergency calls within its jurisdiction, including calls related to opioid overdoses and has a need for naloxone as well as an ability to collect data related to overdoses; and

E. The Parties recognize the public health, safety, and welfare benefits of promoting wider availability of naloxone within Snohomish County; and

F. The Parties further recognize that a significant number of naloxone doses distributed to partner jurisdictions go unused and can be redistributed to organizations in frequent contact with opioid users at risk of overdose; and

G. The Parties wish to enter into an agreement under which in exchange for overdose data, the County will provide the Recipient with naloxone, which may include extra doses to be left behind with opioid users whom the Recipient encounters, and with the further agreement that unused doses will be returned to the County for redistribution;

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Recipient agree as follows:

1. Naloxone Distribution.

In exchange for the data described in Section 5 below, the County will provide naloxone to the Recipient as available and in the County's sole discretion based on the County's analysis of opioid overdose data trends showing high need areas. The County acknowledges and agrees that Recipient may, in its sole discretion, leave behind additional naloxone doses to active opioid users at risk of future overdose, or to friends and family on the scene. The Parties acknowledge and agree that the County is providing naloxone as-is, without express or implied warranty of any kind, including as to fitness, effectiveness and safety. The Recipient is not relying upon any oral or written representations by the County outside of this Agreement. Any use of the naloxone by the Recipient is at the Recipient's sole risk. The Recipient acknowledges and agrees that naloxone may not be as effective if improperly stored. To that end, the Recipient will store all naloxone at between 59°F to 77°F. Naloxone nasal spray may be stored for short periods up to 104°F. The Recipient will not store naloxone nasal spray in a car on hot days. The Recipient will not freeze or leave naloxone nasal spray in a car during the winter.

2. Effective Date and Duration.

This Agreement shall take effect upon full execution by the Parties. This Agreement shall remain in effect through midnight December 31, 2029, unless earlier terminated pursuant to the provisions of Section 8 below, and the term of this Agreement may be extended or renewed in the County's sole discretion for up to two (2) additional three (3) year terms, upon written notice from the County to the Recipient, PROVIDED, HOWEVER, that each Party's obligations after December 31, 2026, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Naloxone Liaison.

The Recipient will identify an employee to serve as the Recipient's Naloxone Liaison. The Naloxone Liaison will perform the following duties:

3.1 Overdose Data Tracking. The County actively gathers data regarding opioid overdoses throughout Snohomish County in order to identify high-need areas and shift naloxone resources towards those areas. To that end, the Naloxone Liaison will track when naloxone doses have been administered to reverse an opioid overdose regardless of whether County provided naloxone was used. For each such overdose incident, the Naloxone Liaison will track the following de-identified data on a County-provided form: (a) the name of the employee who administered the naloxone, (b) the date of administration, (c) the incident number, as assigned by the Recipient, (d) the number of doses used in the incident, (e) if the administration of naloxone resulted in a reversal of an overdose, and (f) the gender, age, and race/ethnicity, if known, of the person to whom naloxone was administered. The Naloxone Liaison will deliver the completed data tracking form to the County no later than one week after the overdose occurred.

3.2 Naloxone Distribution Tracking. The Naloxone Liaison will distribute naloxone received from the County to the Recipient's employees, including distribution to new employees. The Naloxone Liaison will also collect naloxone from employees that separate from employment with the Recipient for redistribution to other employees subject to Section 6 below. The Naloxone Liaison will maintain a current roster of all employees carrying naloxone, the dose number

assigned to each employee, its expiration date and its lot number, including any updates for replacement doses after a dose is administered or expires. The roster may include the dose number, expiration date and lot number of reserve replacement kits yet to be assigned out. The Naloxone Liaison will provide the naloxone employee roster to the County on a quarterly basis even if no changes occurred from the previous reporting period.

3.3 Naloxone Training. The Naloxone Liaison will provide training to any of the Recipient's staff who receive naloxone doses on the proper administration of naloxone as well as the guidelines for gathering opioid overdose data. Upon request from the Naloxone Liaison, the County will provide the above-described training to Recipient's staff.

4. Return of Unused Naloxone.

The Recipient agrees to return to the County any and all unused doses of naloxone when any such dose is within four months of its expiration date. The Recipient acknowledges and agrees that unexpired naloxone doses returned to the County may be redistributed into the community or to other agencies, in the County's sole discretion.

5. Hold Harmless and Indemnification.

Each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

Further, the Recipient agrees to protect, defend, hold harmless and indemnify the County, its officers, agents, employees, and elected officials from and against any and all claims, costs, causes of action, or lawsuits (including the cost of defense) arising out of or related to the provision of naloxone to the Recipient and that the County assumes no responsibility for training in the proper administration of naloxone or the efficacy, reliability or suitability of the naloxone as provided by the manufacturer or as to warranty of any kind, express or implied, including as to fitness, effectiveness and safety. By entering into this Agreement, the Recipient accepts the naloxone subject to this indemnity, disclaimer, and the terms and conditions of this Agreement.

6. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Recipient from any liability or responsibility which arises in whole or in part from the existence or effect of the Recipient's ordinances, policies, rules or regulations. If any

cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Recipient ordinance, policy, rule or regulation is at issue, the Recipient shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Recipient, the County, or both, the Recipient shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

7. Compliance with Laws.

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

8. Early Termination.

Either Party may terminate this Agreement, with or without cause, upon sixty (60) days' written notice to the other Party. The City agrees to properly dispose of any expired doses of naloxone that remain in its possession after termination of this Agreement.

9. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages.

10. Notices.

All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:
Snohomish County Health Department
3020 Rucker Avenue
Everett, Washington 98201
Attention: Health Department Director

If to the Recipient:
City of Mukilteo
11930 Cyrus Way
Mukilteo, WA 98275
Attention: _____

The County or the Recipient may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

11. Entire Agreement; Amendment.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

12. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

13. Governing Law and Venue.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

14. Interpretation.

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

16. No Waiver.

Failure by either Party at any time to require performance by the other Party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach hereof or the right to require performance or affect the ability to claim a breach with respect hereto.

17. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

18. Warranty of Authority.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

19. No Third Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

20. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

By_____
Name:
Title:

Approved as to insurance and indemnification provisions:

Rousseau, Stephanie Digitally signed by Rousseau, Stephanie Date: 2026.04.07 09:17:59 -05'00'

Risk Management

Approved as to Form:
Template approved as to form on 4/7/23
Deputy Prosecuting Attorney

RECIPIENT:

City of Mukilteo, a Washington State municipal corporation

By Joe Marine
Name:
Title:

Approved as to Form:

Heidi Greenwood

Recipient Attorney

AGREEMENT FOR
NALOXONE DISTRIBUTION

THIS AGREEMENT FOR NALOXONE DISTRIBUTION (the "Agreement") is made and entered into this 23 day of March, 2026, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the City of Mukilteo, a Washington state municipal corporation (the "Recipient") (individually "Party" and collectively "Parties").

RECITALS

A. The opioid epidemic is a public health, safety and economic crisis impacting all communities within Snohomish County and resulting in a significant loss of life to residents of Snohomish County; and

B. In exchange for data regarding opioid overdoses occurring within Snohomish County, the County currently provides naloxone to partner jurisdictions that respond within Snohomish County to opioid overdoses; and

C. Snohomish County uses opioid overdose data to track areas of high demand for naloxone in order to shift naloxone resources to the areas of highest demand as those areas change over time; and

D. The Recipient responds to emergency calls within its jurisdiction, including calls related to opioid overdoses and has a need for naloxone as well as an ability to collect data related to overdoses; and

E. The Parties recognize the public health, safety, and welfare benefits of promoting wider availability of naloxone within Snohomish County; and

F. The Parties further recognize that a significant number of naloxone doses distributed to partner jurisdictions go unused and can be redistributed to organizations in frequent contact with opioid users at risk of overdose; and

G. The Parties wish to enter into an agreement under which in exchange for overdose data, the County will provide the Recipient with naloxone, which may include extra doses to be left behind with opioid users whom the Recipient encounters, and with the further agreement that unused doses will be returned to the County for redistribution;

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Recipient agree as follows:

1. Naloxone Distribution.

In exchange for the data described in Section 5 below, the County will provide naloxone to the Recipient as available and in the County's sole discretion based on the County's analysis of opioid overdose data trends showing high need areas. The County acknowledges and agrees that Recipient may, in its sole discretion, leave behind additional naloxone doses to active opioid users at risk of future overdose, or to friends and family on the scene. The Parties acknowledge and agree that the County is providing naloxone as-is, without express or implied warranty of any kind, including as to fitness, effectiveness and safety. The Recipient is not relying upon any oral or written representations by the County outside of this Agreement. Any use of the naloxone by the Recipient is at the Recipient's sole risk. The Recipient acknowledges and agrees that naloxone may not be as effective if improperly stored. To that end, the Recipient will store all naloxone at between 59°F to 77°F. Naloxone nasal spray may be stored for short periods up to 104°F. The Recipient will not store naloxone nasal spray in a car on hot days. The Recipient will not freeze or leave naloxone nasal spray in a car during the winter.

2. Effective Date and Duration.

This Agreement shall take effect upon full execution by the Parties. This Agreement shall remain in effect through midnight December 31, 2029, unless earlier terminated pursuant to the provisions of Section 8 below, and the term of this Agreement may be extended or renewed in the County's sole discretion for up to two (2) additional three (3) year terms, upon written notice from the County to the Recipient, PROVIDED, HOWEVER, that each Party's obligations after December 31, 2026, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Naloxone Liaison.

The Recipient will identify an employee to serve as the Recipient's Naloxone Liaison. The Naloxone Liaison will perform the following duties:

3.1 Overdose Data Tracking. The County actively gathers data regarding opioid overdoses throughout Snohomish County in order to identify high-need areas and shift naloxone resources towards those areas. To that end, the Naloxone Liaison will track when naloxone doses have been administered to reverse an opioid overdose regardless of whether County provided naloxone was used. For each such overdose incident, the Naloxone Liaison will track the following de-identified data on a County-provided form: (a) the name of the employee who administered the naloxone, (b) the date of administration, (c) the incident number, as assigned by the Recipient, (d) the number of doses used in the incident, (e) if the administration of naloxone resulted in a reversal of an overdose, and (f) the gender, age, and race/ethnicity, if known, of the person to whom naloxone was administered. The Naloxone Liaison will deliver the completed data tracking form to the County no later than one week after the overdose occurred.

3.2 Naloxone Distribution Tracking. The Naloxone Liaison will distribute naloxone received from the County to the Recipient's employees, including distribution to new employees. The Naloxone Liaison will also collect naloxone from employees that separate from employment with the Recipient for redistribution to other employees subject to Section 6 below. The Naloxone Liaison will maintain a current roster of all employees carrying naloxone, the dose number

assigned to each employee, its expiration date and its lot number, including any updates for replacement doses after a dose is administered or expires. The roster may include the dose number, expiration date and lot number of reserve replacement kits yet to be assigned out. The Naloxone Liaison will provide the naloxone employee roster to the County on a quarterly basis even if no changes occurred from the previous reporting period.

3.3 Naloxone Training. The Naloxone Liaison will provide training to any of the Recipient's staff who receive naloxone doses on the proper administration of naloxone as well as the guidelines for gathering opioid overdose data. Upon request from the Naloxone Liaison, the County will provide the above-described training to Recipient's staff.

4. Return of Unused Naloxone.

The Recipient agrees to return to the County any and all unused doses of naloxone when any such dose is within four months of its expiration date. The Recipient acknowledges and agrees that unexpired naloxone doses returned to the County may be redistributed into the community or to other agencies, in the County's sole discretion.

5. Hold Harmless and Indemnification.

Each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

Further, the Recipient agrees to protect, defend, hold harmless and indemnify the County, its officers, agents, employees, and elected officials from and against any and all claims, costs, causes of action, or lawsuits (including the cost of defense) arising out of or related to the provision of naloxone to the Recipient and that the County assumes no responsibility for training in the proper administration of naloxone or the efficacy, reliability or suitability of the naloxone as provided by the manufacturer or as to warranty of any kind, express or implied, including as to fitness, effectiveness and safety. By entering into this Agreement, the Recipient accepts the naloxone subject to this indemnity, disclaimer, and the terms and conditions of this Agreement.

6. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Recipient from any liability or responsibility which arises in whole or in part from the existence or effect of the Recipient's ordinances, policies, rules or regulations. If any

cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Recipient ordinance, policy, rule or regulation is at issue, the Recipient shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Recipient, the County, or both, the Recipient shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

7. Compliance with Laws.

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

8. Early Termination.

Either Party may terminate this Agreement, with or without cause, upon sixty (60) days' written notice to the other Party. The City agrees to properly dispose of any expired doses of naloxone that remain in its possession after termination of this Agreement.

9. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages.

10. Notices.

All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:
Snohomish County Health Department
3020 Rucker Avenue
Everett, Washington 98201
Attention: Health Department Director

If to the Recipient:
City of Mukilteo
11930 Cyrus Way
Mukilteo, WA 98275
Attention: _____

The County or the Recipient may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

11. Entire Agreement; Amendment.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

12. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

13. Governing Law and Venue.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

14. Interpretation.

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

16. No Waiver.

Failure by either Party at any time to require performance by the other Party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach hereof or the right to require performance or affect the ability to claim a breach with respect hereto.

17. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

18. Warranty of Authority.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

19. No Third Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

20. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

By_____
Name:
Title:

Approved as to insurance and indemnification provisions:

Rousseau, Stephanie Digitally signed by Rousseau, Stephanie Date: 2026.04.07 09:17:59 -05'00'

Risk Management

Approved as to Form:
Template approved as to form on 4/7/23
Deputy Prosecuting Attorney

RECIPIENT:

City of Mukilteo, a Washington State municipal corporation

By Joe Marine
Name:
Title:

Approved as to Form:

Heidi Greenwood

Recipient Attorney

AGREEMENT FOR
NALOXONE DISTRIBUTION

THIS AGREEMENT FOR NALOXONE DISTRIBUTION (the "Agreement") is made and entered into this 23 day of March, 2026, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the City of Mukilteo, a Washington state municipal corporation (the "Recipient") (individually "Party" and collectively "Parties").

RECITALS

A. The opioid epidemic is a public health, safety and economic crisis impacting all communities within Snohomish County and resulting in a significant loss of life to residents of Snohomish County; and

B. In exchange for data regarding opioid overdoses occurring within Snohomish County, the County currently provides naloxone to partner jurisdictions that respond within Snohomish County to opioid overdoses; and

C. Snohomish County uses opioid overdose data to track areas of high demand for naloxone in order to shift naloxone resources to the areas of highest demand as those areas change over time; and

D. The Recipient responds to emergency calls within its jurisdiction, including calls related to opioid overdoses and has a need for naloxone as well as an ability to collect data related to overdoses; and

E. The Parties recognize the public health, safety, and welfare benefits of promoting wider availability of naloxone within Snohomish County; and

F. The Parties further recognize that a significant number of naloxone doses distributed to partner jurisdictions go unused and can be redistributed to organizations in frequent contact with opioid users at risk of overdose; and

G. The Parties wish to enter into an agreement under which in exchange for overdose data, the County will provide the Recipient with naloxone, which may include extra doses to be left behind with opioid users whom the Recipient encounters, and with the further agreement that unused doses will be returned to the County for redistribution;

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Recipient agree as follows:

1. Naloxone Distribution.

In exchange for the data described in Section 5 below, the County will provide naloxone to the Recipient as available and in the County's sole discretion based on the County's analysis of opioid overdose data trends showing high need areas. The County acknowledges and agrees that Recipient may, in its sole discretion, leave behind additional naloxone doses to active opioid users at risk of future overdose, or to friends and family on the scene. The Parties acknowledge and agree that the County is providing naloxone as-is, without express or implied warranty of any kind, including as to fitness, effectiveness and safety. The Recipient is not relying upon any oral or written representations by the County outside of this Agreement. Any use of the naloxone by the Recipient is at the Recipient's sole risk. The Recipient acknowledges and agrees that naloxone may not be as effective if improperly stored. To that end, the Recipient will store all naloxone at between 59°F to 77°F. Naloxone nasal spray may be stored for short periods up to 104°F. The Recipient will not store naloxone nasal spray in a car on hot days. The Recipient will not freeze or leave naloxone nasal spray in a car during the winter.

2. Effective Date and Duration.

This Agreement shall take effect upon full execution by the Parties. This Agreement shall remain in effect through midnight December 31, 2029, unless earlier terminated pursuant to the provisions of Section 8 below, and the term of this Agreement may be extended or renewed in the County's sole discretion for up to two (2) additional three (3) year terms, upon written notice from the County to the Recipient, PROVIDED, HOWEVER, that each Party's obligations after December 31, 2026, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Naloxone Liaison.

The Recipient will identify an employee to serve as the Recipient's Naloxone Liaison. The Naloxone Liaison will perform the following duties:

3.1 Overdose Data Tracking. The County actively gathers data regarding opioid overdoses throughout Snohomish County in order to identify high-need areas and shift naloxone resources towards those areas. To that end, the Naloxone Liaison will track when naloxone doses have been administered to reverse an opioid overdose regardless of whether County provided naloxone was used. For each such overdose incident, the Naloxone Liaison will track the following de-identified data on a County-provided form: (a) the name of the employee who administered the naloxone, (b) the date of administration, (c) the incident number, as assigned by the Recipient, (d) the number of doses used in the incident, (e) if the administration of naloxone resulted in a reversal of an overdose, and (f) the gender, age, and race/ethnicity, if known, of the person to whom naloxone was administered. The Naloxone Liaison will deliver the completed data tracking form to the County no later than one week after the overdose occurred.

3.2 Naloxone Distribution Tracking. The Naloxone Liaison will distribute naloxone received from the County to the Recipient's employees, including distribution to new employees. The Naloxone Liaison will also collect naloxone from employees that separate from employment with the Recipient for redistribution to other employees subject to Section 6 below. The Naloxone Liaison will maintain a current roster of all employees carrying naloxone, the dose number

assigned to each employee, its expiration date and its lot number, including any updates for replacement doses after a dose is administered or expires. The roster may include the dose number, expiration date and lot number of reserve replacement kits yet to be assigned out. The Naloxone Liaison will provide the naloxone employee roster to the County on a quarterly basis even if no changes occurred from the previous reporting period.

3.3 Naloxone Training. The Naloxone Liaison will provide training to any of the Recipient's staff who receive naloxone doses on the proper administration of naloxone as well as the guidelines for gathering opioid overdose data. Upon request from the Naloxone Liaison, the County will provide the above-described training to Recipient's staff.

4. Return of Unused Naloxone.

The Recipient agrees to return to the County any and all unused doses of naloxone when any such dose is within four months of its expiration date. The Recipient acknowledges and agrees that unexpired naloxone doses returned to the County may be redistributed into the community or to other agencies, in the County's sole discretion.

5. Hold Harmless and Indemnification.

Each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

Further, the Recipient agrees to protect, defend, hold harmless and indemnify the County, its officers, agents, employees, and elected officials from and against any and all claims, costs, causes of action, or lawsuits (including the cost of defense) arising out of or related to the provision of naloxone to the Recipient and that the County assumes no responsibility for training in the proper administration of naloxone or the efficacy, reliability or suitability of the naloxone as provided by the manufacturer or as to warranty of any kind, express or implied, including as to fitness, effectiveness and safety. By entering into this Agreement, the Recipient accepts the naloxone subject to this indemnity, disclaimer, and the terms and conditions of this Agreement.

6. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Recipient from any liability or responsibility which arises in whole or in part from the existence or effect of the Recipient's ordinances, policies, rules or regulations. If any

cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Recipient ordinance, policy, rule or regulation is at issue, the Recipient shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Recipient, the County, or both, the Recipient shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

7. Compliance with Laws.

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

8. Early Termination.

Either Party may terminate this Agreement, with or without cause, upon sixty (60) days' written notice to the other Party. The City agrees to properly dispose of any expired doses of naloxone that remain in its possession after termination of this Agreement.

9. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages.

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Snohomish County, a political subdivision of the State of Washington

By_____
Name:
Title:

Approved as to insurance and indemnification provisions:

Rousseau, Stephanie Digitally signed by Rousseau, Stephanie Date: 2026.04.07 09:17:59 -05'00'

Risk Management

Approved as to Form:
Template approved as to form on 4/7/23
Deputy Prosecuting Attorney

RECIPIENT:

City of Mukilteo, a Washington State municipal corporation

By Joe Marine
Name:
Title:

Approved as to Form:

Heidi Greenwood

Recipient Attorney