



Hazardous Waste Management Program

GOVERNMENTS WORKING TOGETHER FOR
A HEALTHIER AND CLEANER KING COUNTY

GRANT AGREEMENT

This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Natural Resources and Parks (DNRP), Water and Land Resources Division (WLRD).

RECIPIENT NAME

City of Lake Forest Park

RECIPIENT ADDRESS

17425 Ballinger Way NE, Lake Forest Park, WA 98155

RECIPIENT CONTACT & EMAIL ADDRESS

Cory Mattson
CMattson@cityoflfp.gov

PROJECT TITLE

Local Hazardous Waste Management Program Grant Funds for 2026 and 2027

AGREEMENT START DATE

January 1, 2026

AGREEMENT END DATE

March 31, 2028

AGREEMENT MAXIMUM AMOUNT

\$17,114.78

EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:

Exhibit A – Scope of Work
Exhibit B – Budget
Exhibit C – Invoice Template
Exhibit D – Certificate/Evidence of Insurance

**AGREEMENT FOR AWARD OF
LOCAL HAZARDOUS WASTE MANAGEMENT GRANT FUNDS FOR 2026-2027**

Between

KING COUNTY and the CITY OF Lake Forest Park

This Agreement for Award of Local Hazardous Waste Management Grant Funds “Agreement” is made by and between King County, a charter county and political subdivision of the State of Washington, acting through its Department of Natural Resources, Water and Land Resources Division and the City of Lake Forest Park, a municipal corporation of the State of Washington, hereinafter referred to as the “County” and the “City” respectively. The County and City may be referred to individually as a “Party” and collectively as the “Parties.”

1. RECITALS

1.1 The Local Hazardous Waste Management Plan (hereafter referred to as the “Plan”) as updated in 1997, 2010, and 2021, was adopted by the participating agencies (the King County Solid Waste Division, the Seattle Public Utilities, the King County Water and Land Resources Division, and Public Health – Seattle and King County) and the cities located in King County. The Washington State Department of Ecology in accordance with RCW 70A.300.350 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the “Program”).

1.2 The Plan authorizes Local Hazardous Waste Management Funds to be provided to partner cities located in King County to help fund those cities’ activities associated with hazardous waste collection and/or educational outreach and educational services.

1.3 King County has received a proposed scope of work and budget from the City and has determined that the scope of work and budget, attached hereto and incorporated herein as Exhibit A (“Scope of Work”) and Exhibit B (“Budget”), respectively, are consistent with the Plan’s and Program’s policies, goals, and objectives.

1.4 King County and the City desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide an award of Local Hazardous Waste Management Funds to the City.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the Parties hereby agree to the terms and conditions as follows:

2. AWARD OF GRANT; CONDITIONS OF GRANT

2.1 The Recitals are an integral part of this Agreement and are incorporated herein by this reference.

2.2 King County agrees to grant the City an award of Local Hazardous Waste Management Funds not to exceed \$17,114.78 (the “Award”) on a reimbursement basis as described in Section 2.5. The Award shall be used by the City solely for the performance of the activities described in this Agreement.

2.3 The City shall use the grant of Local Hazardous Waste Management Funds to provide hazardous waste collection and/or education services or programs as described in Exhibit A. The total amount of funds available from this grant from January 2026 – December 2027 shall not exceed \$17,114.78.

2.4 This Agreement provides for distribution of 2026 and 2027 grant funds to the City. Reimbursement for activities carried out and expenses incurred by the City may predate the execution date of this Agreement provided that (a) the activities have been identified by the City as being within the Scope of Work and have been approved by King County as being within such Scope of Work; (b) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award; and (c) such activities and expenses otherwise comply with all other terms of this Agreement. Reimbursements shall be paid to the City only after this Agreement has been fully executed.

2.5 During this two-year grant program, the City will submit a minimum of two (2), but no more than eight (8), progress reports, which include the City’s reimbursement requests, to the County in a form determined by the County. Reports must be signed by a City official. These reports shall include all of the following:

- a. A description of each activity accomplished pertaining to the Scope of Work.
- b. Copies of invoices for expenditures or a financial statement prepared by the City’s finance department. The financial statement should include vendor names, a description of services provided, date paid, and a check or warrant number.
- c. Reimbursement requests with an Invoice Form and an Invoice Detail Form, which is attached hereto as Exhibit C and incorporated herein by reference, unless the City has a spreadsheet similar to the Invoice Detail Form already in use, in which case the City may use that spreadsheet instead of the Invoice Detail Form. The City will submit the form or similar spreadsheet and submit backup documentation for grant expenses.
- d. If the City receives funding from sources other than the Local Hazardous Waste Management Program for any of the activities set forth in Exhibit A, then the City’s reimbursement request shall acknowledge these other sources and the reimbursement request to the County shall include only a pro-rata share of the expenses.

2.5.1 If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two-year grant program, the reports shall be due to the County on the last day of the month following the end of each quarter (April 30, July 31, October 31, January 30), except for the final progress report and request for reimbursement, which shall be due by February 27, 2028.

2.5.2 Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the December 12, 2027, an

estimate or final invoice for activities completed in that calendar year for which the City has not yet submitted a reimbursement request.

2.5.3 If the City accepts funding through this grant program for the provision of hazardous waste collection or education programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the Scope of Work document related thereto.

2.5.4 Within forty-five (45) days of receiving a request for reimbursement from the City, the Program's contract administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The contract administrator will not authorize payment for activities and/or expenditures which are not included in the Scope of Work and Budget attached as Exhibits A and B unless the scope has been amended according to Section 5 of this Agreement. The contract administrator retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the Scope of Work and/or Budget attached as Exhibits A and B.

2.6 The City shall be responsible for following all applicable federal, state, and local laws, ordinances, rules, and regulations in the performance of the Scope of Work described herein. The City warrants and represents that its procedures are consistent with federal, state, and local laws relating to public contract and bidding procedures. The County neither incurs nor assumes any responsibility for the City's bid, award, or contracting process.

2.7 The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.

2.8 The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

2.8.1 These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review, or audit by the County and/or by federal or state officials as so authorized by law.

2.8.2 The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2029.

2.9 The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. Where feasible, the City will use the Program’s logo. The intent of this provision is to further strengthen this regional partnership in the public’s mind.

2.9.1 The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.

2.9.2 The Program agrees to credit the City on all printed materials provided by the City to the Program, which the Program duplicates, for distribution. Either the City’s name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the Program will credit the City for artwork or text provided by the City as follows: “artwork provided courtesy of the City of Lake Forest Park” and/or “text provided courtesy of the City of Lake Forest Park.”

2.9.3 The Program retains the right to share the written material(s) produced by the City, which have been funded through this grant, with other King County cities for them to duplicate and distribute. In so doing, the Program will encourage other cities to credit the City on any pieces that were produced by the City.

2.10 The City designates Cory Mattson (CMattson@cityofflp.gov) or designee, as the administrator of this Agreement for the City.

2.11 Questions or concerns regarding any issue associated with this agreement that cannot be handled by the Program’s Contract Administrator should be referred to the Local Hazardous Waste Management Program Director for resolution.

3. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2026, or the date of execution of the Agreement by both the County and the City and shall terminate on March 31, 2028. The City shall not incur any new charges after December 31, 2027. However, if execution by either Party does not occur until after January 1, 2026, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2026, and the later execution of the Agreement provided that the City complies with the reporting requirements of Section 2.5 of the Agreement.

4. TERMINATION

4.1 King County may terminate this Agreement in whole or in part, for convenience, without cause prior to the termination date specified in Section 3, upon thirty (30) days advance written notice.

4.2 King County may also terminate this Agreement, in whole or in part, for lack of appropriation, upon thirty (30) days prior written notice to the City. In accordance with King County Code 4A.100.070, if King County terminates this Agreement for non-appropriation, then King County’s costs associated

with such termination, if any, shall not exceed the appropriation for the biennium in which termination occurs.

4.3 This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section 3, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to nonperformance, misuse of funds, and/or failure to provide grant related reports/invoices/statements as specified in Section 2.5.

4.4 If the Agreement is terminated as provided in this section: (a) the County will be responsible to reimburse the City only for allowable expenses, in accordance with the terms of this Agreement for expenses incurred prior to the effective date of termination; and (b) the City shall be released from any obligation to provide further services pursuant to this Agreement.

4.5 Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other Party.

5. AMENDMENTS

This Agreement may be amended only by written agreement of both Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted Hazardous Waste Management Plan. Amendments will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope. Funds may be moved between tasks in the Scope of Work, attached as Exhibit A, upon written notification by the City to King County and written approval by the County.

6. HOLD HARMLESS AND INDEMNIFICATION

6.1 The City agrees to indemnify, defend, and hold harmless King County, and its elected or appointed officials, employees and agents, from all suits, claims, alleged liability, actions, losses, costs, expenses (including reasonable attorney's fees), penalties, settlements and damages of whatsoever kind or nature arising out of, in connection with, or incident to any acts or omissions of the City, its employees, agents, contractors or subcontractors in performing its obligations under this Agreement, except of the County's sole negligence.

6.2 The City's obligations under this section shall include, but not be limited to all of the following: (a) The duty to promptly accept tender of defense and provide defense to the County with legal counsel acceptable to the County and at the City's own expense; (b) Indemnification of claims made by the City's own employees or agents; and (c) Waiver of the City's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify the County, which waiver has been mutually negotiated by the Parties. In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from The City. The provisions of this Section 6.2 shall survive the expiration, abandonment, or termination of this Agreement.

7. INSURANCE

7.1 The City, at its own cost, or its contractor(s)/subcontractor(s) at their own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, contractors, and/or subcontractors. The minimum limits of Commercial General Liability insurance shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Such insurance shall include coverage for, but not be limited to, premises liability, ongoing operations, products and completed operations, advertising injury, and contractual liability. The minimum limit of Automobile Liability insurance shall be \$1,000,000 combined single limit per accident for bodily injury and property damage. If the work involves the transport of pollutants (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent) and MCS 90, or auto pollution coverage. The minimum limit of Pollution Liability insurance shall be \$1,000,000 per occurrence and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean-up costs and the loss of use of tangible property that has not been physically injured or destroyed. Coverage shall include non-owned disposal sites. Any deductible or self-insured retention(s) shall be the sole responsibility of the City or its contractor(s)/subcontractor(s). Such insurance shall cover King County, its officials, employees, and agents as additional insured for full coverage and policy limits against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit D unless Section 7.2 or Section 7.3 (below) apply. Evidence of required coverage maintained by the contractor(s)/subcontractor(s) must be provided to the County prior to the commencement of any work.

7.2 If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit D.

7.3 If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership is attached to this Agreement as Exhibit D.

8. ENTIRE CONTRACT; NO WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

9. TIME IS OF THE ESSENCE

The County and City recognize that time is of the essence in the performance of this Agreement. The Scope of Work set forth in Exhibit A shall be completed by the City no later than December 31, 2027. In the event that the Scope of Work is not completed by this date, then King County shall retain any unexpended Award funds.

10. SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

11. NOTICE

Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses first set forth below via electronic mail. A copy of any notice shall also be sent via first class mail to the address listed below.

Frances Bothfeld, Contract Administrator, or a provided designee
King County Department of Natural Resources and Parks
Water and Land Resources Division
Hazardous Waste Management Program
201 S. Jackson Street, Suite 6300
Seattle, WA 98104
hazwastegovrelations@kingcounty.gov

If to the City:

Cory Mattson, or a provided designee
City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155
CMattson@cityofflp.gov

Either Party hereto may, at any time, by giving ten (10) days written notice to the other Party, designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

12. GENERAL PROVISIONS

12.1 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

12.2 Each Party warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.

12.3 None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

12.4 This Agreement may be signed in multiple counterparts each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

12.5 This Agreement is for the benefit of the Parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a party to this Agreement shall have any third-party beneficiary or other rights whatsoever hereunder.

12.6 This Agreement shall be governed by and construed according to the laws of the State of Washington. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

City of Lake Forest Park

King County

BY _____

Tom French, Mayor

City of Lake Forest Park

BY _____

Maythia Airhart,
Environmental Programs Section Manager
Hazardous Waste Management Program

For Girmay Zahilay, King County Executive

Date

Date



Contact Person: Cory Mattson
Title: Community Programs Planner
Address: Lake Forest Park City Hall
17425 Ballinger Way NE
Lake Forest Park, WA 98155
Telephone number: (206) 957-2814
E-mail: cmattson@cityoflfp.gov

Education and Collection to Reduce Chemicals in the Environment

The City of Lake Forest Park has maintained a long-standing effort to educate its citizens on the hazards of using household chemicals to human health and the environment. Local Hazardous Waste Management Program funds will continue to be used for education and collection.

I. Task 1: Household Hazardous Waste-Education

Earth Smart Green Fair

An Earth Smart Green Fair will be held in Third Place Commons at the Lake Forest Park Town Center one Saturday in each spring of 2026/2027. The purpose of this event is to provide information to residents about using safe and environmentally friendly chemicals or to reduce their use entirely to their own benefit and the environment. There will be approximately 20 organizations providing exhibits and information on topics such as natural alternatives to household chemical products, chemical-free remodeling materials and techniques, chemical-free hygiene products, green gardening, waste reduction, and purchasing environmentally-safe products. There will be one presentation on one of the aforementioned topics. The fair typically attracts 300+ people and the same or more is expected each year.

II. Task 2: Household Hazardous Waste- Collection

Collection of Household Batteries

Collection receptacles are available for household batteries at City Hall year-round.

III. Yearly Performance and Impact Objectives for Task 1 and Task 2

- Community will modify their previous habits using chemicals
- 2,000+ pounds of batteries will be recycled and not put into the landfill



IV. Budget

Component Description	2026-2027 Budget	Total
Task 1	\$12,114.78	\$12,114.78
Task 2	\$5,000.00	\$5,000.00
TOTAL	\$17,114.78	\$17,114.78

Footnote: The 2025-2026 budget can be partly or totally spent in either 2026 and/or 2027



INVOICE

Agreement No. xxxxx
 Exhibit C
 Period of Performance: 1/1/26-12/31/27

City/Tribe
 Address
 Address
 Invoice Processing Contact: **Full Name**
Phone Number
[Email](#)

Submit signed invoice to:
 Matthew Weintraub
 Hazardous Waste Management Program
 DNRP Water and Land Resources Division

201 South Jackson Street, Suite 6300
 Seattle, WA 98104
hazwastegovrelations@kingcounty.gov

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

King County Accounts Payable Information	
Purchase Order #	_____
Supplier Name	_____
Supplier #	_____
Supplier Pay Site	_____
Remit to Address	_____

Invoice Date	_____
Invoice #	_____
Amount to be Paid	_____
Requisitioner name/phone:	Amanda Miller 206-477-1649

Invoice for services rendered under this Agreement for the period of: Start Date End Date

Project	Organization	Expend Acct	Task	CPA	Amount

Please do not enter values in shaded cells. Enter "Previously Billed" and "Current" values only.

Expenditure Item	2026-2027 Budget	Previously Billed	Current	Cumulative	Balance
HHW Task 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHW Task 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHW Task 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Materials and quantities collected:

Gallons of motor oil	<input type="text"/>
Number of motor oil filters	<input type="text"/>
Gallons of mixed fuel	<input type="text"/>
Gallons of antifreeze	<input type="text"/>
Pounds of lead acid batteries	<input type="text"/>
Pounds of dry batteries	<input type="text"/>
Number of CFC appliances	<input type="text"/>
Number of fluorescent bulbs	<input type="text"/>
Other (please specify)	<input type="text"/>

Collection event details:

Number of collection events	<input type="text"/>
Number of participants at collection events	<input type="text"/>

Education event details:

Number of education events	<input type="text"/>
Number of participants at education events	<input type="text"/>

I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

 Recipient - Print Name

 Recipient Signature

 Date

 Haz Waste Program Authorization / Approval

 Date



P.O. Box 88030
Tukwila, WA 98138
Phone: 206-575-6046
Fax: 206-575-7426
www.wciapool.org

11/17/2025

Ref#: 16649

Local Hazardous Waste Management Program
Attn: Sarah Cox
401 5th Ave CNK-PH-1300
Seattle, WA 98104

Re: City of Lake Forest Park
Hazardous Waste Management Program Grant

Evidence of Coverage

The City of Lake Forest Park is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$4 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the City of Lake Forest Park. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Lake Forest Park all sums which the member shall be obligated to pay by reason of liability assumed under contract by the member.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Roscoe".

Rob Roscoe
Deputy Director

cc: Shannon Moore
Cory Mattson