

**INTERLOCAL AGREEMENT FOR DESIGN AND CONSTRUCTION OF 44TH
STREET**

BETWEEN THE CITY OF FIRCREST AND THE CITY OF UNIVERSITY PLACE

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington ("RCW"), on the 10th day of March, 2026, by and between the City of Fircrest, a Washington municipal corporation, herein known as "Fircrest," and the City of University Place, a Washington municipal corporation, herein known as "University Place," (collectively referred to herein as the "Parties").

WHEREAS, 44th Street West serves as an arterial providing vital mobility to both Fircrest and University Place; and

WHEREAS, a joint application was submitted by Fircrest and University Place to the Federal Highways Administration ("FHWA") for funding to support the construction of improvements to 44th Street between 67th Avenue and Alameda Avenue wherein the Parties committed to perform the project design, utilizing an estimated amount of \$200,000 of local funds, with \$100,000 coming from each Party; and

WHEREAS, the FWHA approved for the application and awarded \$2,578,050.00 of federal funding for construction of the improvements, to 44th Street, with a requirement for a combined local funding match commitment in the amount of \$227,475.00 from Fircrest and University Place; and

WHEREAS, University Place is currently qualified as a Certified Acceptance Agency ("CA") under agreement with the Washington State Department of Transportation ("WSDOT"); and

WHEREAS, Chapter 39.34 RCW allows local governments to enter into interlocal agreements to make the most efficient use of their powers by enabling them to work with other local jurisdictions on a mutually advantageous basis.

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, the City of University Place and the City of Fircrest agree to cooperate in the construction for the improvements to 44th Street West as follows:

1. INCORPORATION OF RECITALS

Each of the recitals set forth above is incorporated into this Agreement as though fully set forth herein.

2. PURPOSE AND GOALS

The purpose of this Agreement is to establish roles and responsibilities of each party to this Agreement, including but not limited to administration of the grant, billing and payment of local match amounts, awarding of contracts, and project administration.

The goals of this Agreement are to: (1) facilitate the improvements to 44th Street, including improvements to curbs, sidewalks, bike lanes, street lighting, landscaping, and other roadway related amenities; (2) produce plans that meet the applicable standards required under the grant and approval of each City; and (3) to achieve maximum cost savings for the benefit of the public and the residents of both Parties' jurisdictions.

3. PROJECT AREA

The project area includes rights of way for improvements on 44th Street West between 67th Avenue and Alameda Avenue ("Project").

4. UNIVERSITY PLACE RESPONSIBILITIES

A. Project Lead. University Place shall act as "CA" on the project and take the lead role in coordinating the grant administration, including: (1) entering into a local agency agreement with the Highways and Local Programs Office of the Washington State Department of Transportation (WSDOT); (2) submitting requests for reimbursement; (3) maintaining project grant records; (4) completion and submittal of grant reporting requirements; (5) contract administration for the Project; and (6) when required and as applicable, a University Place representative shall participate in Project team meetings, and coordinate with Fircrest representatives.

B. Design. University Place shall be the lead agency responsible for the design of project improvements and will coordinate design efforts with Fircrest representatives. University Place shall pay for 50% of the costs associated with the project design.

C. Construction. University Place and Fircrest shall share in the cost of the Construction of the 44th Street Project (50/50 split of local funding). University Place will manage any construction and consultant contracts and ensure the same are acquired through applicable competitive solicitation requirements under state and federal law. University Place shall coordinate with Fircrest prior to awarding any contracts associated with the project and throughout the contract administration process.

D. Advance Funds. University Place agrees to advance funds as necessary to pay for Project expenses that will be shared jointly. University Place shall submit timely requests for reimbursement to WSDOT for its advances and for work performed or paid for by Fircrest. Reimbursement requests shall be made at monthly intervals for the total amounts expended during that period, less the proportionate shares of the combined University Place and Fircrest matches. The Project reimbursement period shall begin after WSDOT has approved a Local Agency Agreement ("LAA") authorizing Project expenditures. No expenditure made before this date is eligible for reimbursement. University Place shall bill Fircrest for its proportionate match share for any combined expenditures advanced by University Place.

E. Notice to Fircrest.

i. University Place shall notify Fircrest within fourteen (14) calendar days from the date of receipt by University Place of reimbursement from WSDOT for costs incurred by Fircrest and University Place. University Place shall pay to Fircrest its share of said reimbursement.

ii. University Place shall promptly notify Fircrest of any issues it feels are inconsistent with the design, construction documents, plans, or this Agreement. University Place shall work cooperatively with Fircrest to resolve design and construction issues to the mutual satisfaction of both parties if reasonably practicable.

5. FIRCREST RESPONSIBILITIES

A. Assist in Administration. Fircrest shall assign at least one (1) representative to represent Fircrest's interests and verify that the Project proceeds in accordance with this Agreement and state and federal requirements. When required and as applicable, Fircrest's representative(s) shall: (1) participate in Project team meetings; (2) assist in the interview and selection of a consultant(s) for joint activities; (3) assist with obtaining applicable permits; (4) assist with Project success monitoring; (5) assist in contract administration of the Project; and (6) maintain its Project records as required by state and federal auditing requirements and shall present its records for review as requested.

B. Design. Fircrest shall pay for 50% of the costs associated with the project design.

C. Construction. University Place and Fircrest shall share in the cost of the Construction of the 44th Street Project (50/50 split of local funding). Fircrest will assist in the management of any construction and consultant contracts.

D. Reimbursement to University Place. Fircrest shall pay to University Place all costs advanced by University Place on its behalf pursuant to Section 4 of this Agreement within thirty (30) days of receipt of an invoice.

E. Notice to University Place. Fircrest shall promptly notify University Place of any issues it feels are inconsistent with the design, construction documents, plans, or this Agreement. Fircrest shall work cooperatively with University Place to resolve design and construction issues to the mutual satisfaction of both parties if reasonably practicable.

6. PLANS

Final design plans shall adhere to applicable standards of each respective city, as well as state and federal requirements.

7. DURATION OF AGREEMENT AND TERMINATION

This Agreement shall continue until final completion and acceptance of the Project, at which time it shall terminate.

8. HOLD HARMLESS AND INDEMNITY AGREEMENT

Each party (the Indemnitor) agrees to defend, indemnify, and save harmless each other (the Indemnitees), their board or council members, officers, agents and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees, and costs by reason of any and all claims for damages, penalties, or other relief based upon the Indemnitor's alleged negligence, or wrongful conduct, except for the injuries, penalties, and damages caused by the sole negligence or wrongful conduct of the Indemnitor. Such claims for damages or other relief include but are not limited to, those for personal or bodily injury including death from such injury, property damage, torts, defamation, penalties imposed by any agency of the state or federal government for failure to comply with applicable law in the performance of this Agreement. If the claim, suit, or action involves concurrent negligence of the Parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each Party's negligence. It is further and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. NO THIRD-PARTY BENEFICIARY

University Place, by this Agreement, does not assume any contractual obligations to any person or entity other than Fircrest. Fircrest, by this Agreement, does not assume any contractual obligations to any person or entity other than University Place. There is no third-party beneficiary to the Agreement.

10. NO SEPARATE ENTITY CREATED

This Agreement does not create any separate legal or administrative entity. This Agreement shall be administered by the Public Works Director for the City of University Place and the Public Works Director for the City of Fircrest. There shall be no joint financing or jointly acquired or held assets and the Agreement will terminate as described herein.

11. NON-DISCRIMINATION

The Parties agree to take all steps necessary to comply with all federal, state, and local laws and policies regarding non-discrimination and equal employment opportunities. The Parties shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability.

12. ASSIGNMENT

Neither Party shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

13. NOTICE

All notices or communications under this Agreement shall be in writing and effective (i) when delivered in person or via overnight courier to the other Party; (ii) on the second business day following the date of mailing by regular or certified U.S. Mail, postage prepaid to the other Party at its address set forth below; or (iii) upon confirmed transmission by facsimile to the other party at the facsimile number set forth below. The addresses for notices may be modified by either Party only by written notice delivered in conformance with this Section.

CITY OF UNIVERSITY PLACE

ATTN: Jack Ecklund
Public Works Director
3609 Market Place W.
University Place, WA 98466

Phone: (253) 460-5411

CITY OF FIRCREST

ATTN: Tyler Bemis

Public Works Director

120 Ramsdell Street

Fircrest, WA 98466

Phone: (253) 238-4134

14. WAIVER

No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

15. ENTIRE AGREEMENT

This Agreement contains all the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

16. MODIFICATION

Provisions within this Agreement may only be modified upon the mutual written consent of the Parties hereto.

17. FILING

After execution of the Agreement, both Parties shall file copies of this Agreement with its respective City Clerk, together with resolutions of the University Place City Council and the Fircrest City Council approving and ratifying this Agreement. This Agreement shall be filed for recording with the Pierce County Auditor's Office upon full execution or posted on University Place's and Fircrest's respective websites listed by subject matter as required by RCW 39.34.040.

18. SEVERABILITY

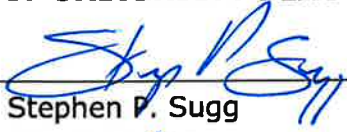
If any of the provisions contained in this Agreement are held to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

19. 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 10th day of March, 2026.

CITY OF UNIVERSITY PLACE

By 
Stephen P. Sugg
City Manager

Approved as to form:

By 
Matt Kaser
City Attorney

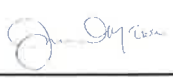
Attest:


Emelita Genetia
City Clerk

CITY OF Fircrest

By 
Dawn Masko
City Manager

Approved as to form:

By 
Joanna Eide
City Attorney

Attest:


Arlette Burkhardt
City Clerk