

**CITY OF TUMWATER  
SERVICE PROVIDER AGREEMENT**

**VEHICLE MILES TRAVELED GAP ANALYSIS**

THIS AGREEMENT is made and entered into in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and Fehr & Peers Inc., a Washington corporation, hereinafter referred to as the “SERVICE PROVIDER”.

**WITNESSETH:**

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

**1. SCOPE OF SERVICES.**

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit “A” Scope of Services attached hereto and incorporated herein (the “Project”).

**2. TERM.**

The Project shall begin no earlier than December 1, 2025, and shall be completed no later than December 31, 2026. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY.

4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **SIXTY FIVE THOUSAND AND 00/100 DOLLARS** (\$65,000.00) as reflected in Exhibit "A".

D. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification unless a current Form W-9 is already on file with the CITY.

E. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the contract period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter.

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive payment for such goods and/or services.

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term or the end of the calendar year, whichever is earlier.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant or

representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the SERVICE PROVIDER shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. It is recognized that the SERVICE PROVIDER may or will be performing services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with the SERVICE PROVIDER'S ability to perform the services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.

## 6. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee, agent or servant from employment on this Project. The SERVICE PROVIDER may however employ that individual on other non-CITY related projects.

## 7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of

damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

B. CITY Indemnification. The CITY agrees to indemnify, defend and hold the SERVICE PROVIDER, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the CITY, its employees or agents. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

## 8. INSURANCE.

A. The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the SERVICE PROVIDER, their agents, representatives, employees or subcontractors.

B. The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

3. Professional Liability insurance written on a claims made basis with limits of no less than \$2,000,000 per claim, and \$2,000,000 policy aggregate limit.

C. The CITY shall be named as an additional insured on the insurance policy, as respect to work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required policies.

D. The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

E. Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

F. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given written notice of any cancellation, suspension or material change in coverage within two (2) business days of SERVICE PROVIDER'S receipt of such notice.

#### 9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

#### 10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by obtaining a Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The SERVICE PROVIDER specifically agrees to pay any applicable CITY business and occupation (B&O) taxes which may be due on account of this Agreement.

#### 11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. “

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. “Race” is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. Nondiscrimination in Benefits. Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER’S operations applicable to this Agreement if such benefits are provided to employees’ spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Exhibit “B”.

F. Nondiscrimination in Contractors / Subcontractors. The City of Tumwater, in accordance with RCW 49.60.530 requires all covered contractors or subcontractors to actively pursue a diverse and inclusive workforce. Contractors and subcontractors are prohibited from all forms of discrimination listed in RCW 49.60.530.

12. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the CITY will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

14. CHANGES.

Either party may request changes to the Scope of Services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

A. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

C. To ensure the CITY'S compliance with the Public Records Act, RCW 42.56, the SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

16. POLITICAL ACTIVITY PROHIBITED.

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

17. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the signature page of this Agreement.

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been



made and delivered within the State of Washington. It is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the superior court of Thurston County, Washington. If the contract is with Thurston County, add “or in the superior court of either of the two nearest judicial districts as determined pursuant to RCW 36.01.050.”

## 21. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

## 22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

*\*\*\*Signatures on the following page\*\*\**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

SERVICE PROVIDER:

FEHR & PEERS  
1001 4<sup>th</sup> Ave Suite 4120  
Seattle, WA 98154  
UBI No. 602-671-978  
Phone No. 206-576-4225

\_\_\_\_\_  
Lisa Parks  
City Administrator

\_\_\_\_\_  
Signature (Notarized – see below)  
Printed Name:  
Title:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

Notary Required for Service Provider Only

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that \_\_\_\_\_(name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_(title) of \_\_\_\_\_(company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
My appointment expires:\_\_\_\_\_

# Fehr & Peers

## *Scope for Thurston Climate Mitigation Collaborative (TCMC) VMT Gap Analysis*

### **Project Objective**

The objective of this project is to evaluate whether existing jurisdictional plans, practices, and policies are sufficient to meet established vehicle miles traveled (VMT) reduction targets and identify what actions, both locally and regionally, are needed to close the gap. This work will include a gap analysis of regional and jurisdictional plans and policies related to VMT. The analysis will assess current strategies, summarize existing conditions and trends, and evaluate the scale of VMT generated by different jurisdictions across urban, suburban, and rural contexts. Findings will inform future updates to comprehensive plans, including both transportation and climate elements, and climate strategies, supporting alignment with state guidance and long-term greenhouse gas (GHG) reduction goals.

### **Task 1 – Project Management**

Fehr & Peers will lead project management activities to ensure timely delivery, quality assurance, and clear communication throughout the project. Marissa Milam will serve as Project Manager and primary point of contact, supported by Chris Breiland, PE, Principal-in-Charge. The Project Manager will coordinate bi-weekly check-ins with City of Tumwater/TCMC staff.

The Project Manager will organize a kick-off meeting that will involve Tumwater and TCMC staff and our project team to review and confirm scope, schedule, budget, and deliverables. The kick-off meeting will establish communication protocols, clarify expectations on deliverables, and highlight schedule milestones or other key points. The Project Manager will provide monthly invoices and progress reports to document scope progress, budget expenditure, and any issues that could impact the budget or schedule. In the case of unanticipated issues or scope changes, The Project Manager will coordinate with the Tumwater project manager to address any concerns.

Task 1 Assumptions:

- Project team coordination will be via virtual meetings

- City/Collaborative Staff will clearly identify the goals of the project and targets against which gaps will be measured

#### Task 1 Deliverables:

- Monthly invoices and progress reports
- Kick-off meeting with agenda and action items
- Project schedule with task milestones and meeting dates

## Task 2 – Data Collection

Fehr & Peers will prepare a detailed data request to identify local and regional datasets critical to the analysis, including VMT data and forecasts, comprehensive plans, GIS data, and other relevant documents. Where data gaps exist, we will propose reasonable substitutes and maintain transparency on limitations.

#### Task 2 Assumptions:

- City/Collaborative Staff will provide Consultant with all requested data within 4 weeks of receiving data request, and clearly state when certain data is not available

#### Task 2 Deliverables:

- Data request
- Excel summary of received data, including sources and limitations

## Task 3 – Plan and Policy Review

Fehr & Peers will conduct a structured review of comprehensive plans, including transportation, land use, and climate elements, other relevant local and regional plans (including but not limited to jurisdiction's Transportation Improvement Plans and TRPC's Regional Transportation Plan), and related targets and policies for VMT reduction across participating jurisdictions. This review will be framed against best practices for VMT reduction and organized by the transportation strategies identified in the TCMP, which include:

- Set land use policies that support increased urban density and efficient transportation networks and reduce urban sprawl.
- Increase efficiency of the transportation system.\*
- Increase adoption of electric vehicles.\*
- Increase the use of public transit.

- Increase use of active forms of travel.

Findings will be synthesized in a technical memo highlighting areas of alignment, gaps, and opportunities across the region.

#### Task 3 Assumptions:

- City/Collaborative staff will review the draft memo and provide up to 1 round of consolidated feedback

#### Task 3 Deliverables:

- Draft and final technical memo summarizing plan and policy review

\*These TCMP strategies are not related to VMT, but are included in the review to highlight how VMT reduction relates to other strategies to reduce climate impacts of transportation.

## Task 4 – Staff Interviews

Building on the Task 3 findings, Fehr & Peers will develop draft interview questions that probe deeper into implementation practices, challenges, and opportunities for regional VMT reduction. Draft interview questions will be reviewed during one of the bi-weekly coordination meetings with staff. After staff review and approval, Fehr & Peers will schedule and conduct up to 10 half-hour interviews across local jurisdictions, TRPC, and Intercity Transit. Fehr & Peers will summarize these interviews in a brief technical memo, focusing on both strengths and areas where current practices may be insufficient to achieve VMT reduction targets.

#### Task 4 Assumptions:

- City/Collaborative Staff will:
  - Identify key staff for interviews
  - Provide introductory emails to initiate scheduling of interviews
  - Review and approve proposed interview questions
  - Provide one round of consolidated feedback on the interview summary memo

#### Task 4 Deliverables:

- Draft and final interview questions
- Draft and final technical memo summarizing the staff interviews

## Task 5 – Analysis

Before initiating detailed analysis, Fehr & Peers will hold a discussion during one of the bi-weekly coordination meetings with staff to confirm the analytical framework and how results will be displayed. The analysis will focus on answering the core questions:

- Are existing jurisdictional plans, practices, and policies sufficient to meet established VMT reduction targets at the countywide level?
- How should existing planned actions be prioritized to meet the targets?
- If existing plans, policies, and practices are insufficient, how much additional action is needed?

Our analysis will focus on passenger vehicle and light truck VMT generated within Thurston County and incorporate findings from the plan and policy review and staff interviews. Fehr & Peers will coordinate with TRPC’s modeling team to summarize VMT data from the regional travel demand model, including:

- the relative amount of VMT generated within the county versus pass-through travel,
- the scale of VMT generated by different jurisdictions across urban, suburban, and rural contexts to clarify each jurisdiction’s contribution to regional VMT.

This VMT data will be pulled from the base and future year of the regional travel demand model; future-year model outputs will be used to provide general informational context. Because future conditions are uncertain and TRPC’s model does not currently undergo dynamic validation for VMT testing, these outputs will not be used for predictive analysis. Instead, they will provide a high-level reference to frame discussions about potential trends, while the primary focus remains on understanding current conditions and identifying actionable strategies to address gaps between existing efforts and adopted VMT reduction targets. The amount of VMT generated within the county versus pass-through travel is useful information to understand how much VMT the region has control over, and will be used to calibrate the general effectiveness of local and regional strategies.

To evaluate if the region will achieve the existing VMT reduction targets and understand the impact of future land use strategies, transportation/transit investments, transportation demand management strategies, etc., Fehr & Peers will use research and data on VMT change from sources like CAPCOA, the US EPA, and academic papers. This analysis will use estimates of VMT change to illustrate the order-of-magnitude impact of all combined existing policies within each jurisdiction, which will then be rolled up to the regional level to assess the remaining gap to achieve the VMT reduction target. This industry research will also be used to categorize the existing planned actions into high/medium/low categories for VMT reduction effectiveness to aid in prioritization in Task 6.

Additionally, Fehr & Peers will work with TRPC staff to confirm the availability and structure of StreetLight data, and explore whether StreetLight data should be used to supplement the understanding of controllable VMT within Thurston County. For example, StreetLight data could be used to identify the difference in VMT generated by denser, more mixed-use areas of the County. These findings could be extrapolated to speak to the VMT implications of land use strategies in the jurisdictions' Comprehensive Plans. A short technical memo will be developed that summarizes the data sources, methodology, and analysis findings.

#### Task 5 Assumptions:

- City/Collaborative Staff will review the analysis memo and provide one round of consolidated feedback
- TRPC modeling staff will provide the requested VMT outputs from the base and future year travel demand model

#### Task 5 Deliverables:

- PowerPoint with the proposed analysis methodology
- Meeting notes summarizing the approved methodology
- Draft and final analysis summary technical memo, covering data sources, methodology, and findings

## Task 6 – Recommendations

Building on the results of the prior tasks, Fehr & Peers will develop a clear set of recommendations to close the gap between current strategies and practices at the local and regional level and adopted VMT reduction targets. This task will focus on creating a practical, actionable playbook that identifies:

- The strategies that are most effective in different contexts (urban, suburban, rural).
- Strategies that require regional coordination (e.g., land use patterns, transit service, pricing policies).
- Strategies that can be advanced locally (e.g., parking management, development code changes, targeted active transportation investments).
- Specific strategy gaps in the cities and Thurston County based on what other nearby communities have adopted related to VMT reduction.

The playbook will also distinguish mutually exclusive strategies from those that offer complementary or compounding benefits, helping jurisdictions prioritize actions that work together for greater impact. This structure will help decision-makers understand where to focus resources and how to coordinate efforts for maximum impact. To ensure

recommendations are evidence-based, we will evaluate the effectiveness of potential strategies using the most recent elasticity research and Fehr & Peers' custom Transportation Demand Management (TDM) tool. This tool allows us to quantify the estimated magnitude of VMT reduction from local and regional strategies. A short technical memo will be developed that summarizes the recommendations.

#### Task 6 Assumptions:

- City/Collaborative Staff will review the recommendations memo and provide one round of consolidated feedback

#### Task 6 Deliverables:

- Draft and final recommendations memo

## Task 7 – Stakeholder Presentations

Fehr & Peers will prepare and deliver two presentations to stakeholder groups, including the Community Advisory Workgroup (CAW) and the Executive Committee (EC). While both presentations will summarize key findings and recommendations, each will be designed to reflect the distinct role, request for feedback, and next steps of its audience.

#### Task 7 Assumptions:

- City/Collaborative Staff will:
  - Coordinate the Consultant's presentation with the TCMC Administrative Consultant
  - Draft a staff report based on the work products of the Consultant to be included with the agenda packet
  - Organize collected feedback from CAW and EC to share with the Consultant

#### Task 7 Deliverables:

- PowerPoint presentation materials, attendance, and facilitation of CAW meeting
- PowerPoint presentation materials, attendance, and facilitation of EC meeting

## Task 8 – Final Report

Fehr & Peers will develop a final report that integrates the feedback from staff, CAW, and EC into a comprehensive document, including two rounds of revisions. It will include all data analysis, policy review, interview findings, and recommendations in a cohesive narrative. Supporting datasets, metadata, and graphics will be provided in an accessible format to allow for future reference and use.



#### Task 8 Assumptions:

- City/Collaborative Staff will review the final report and provide up to two rounds of consolidated feedback

#### Task 8 Deliverables:

- Draft and final report
- Supporting data analysis documentation

**Tumwater VMT Gap Analysis**

Task #	Tasks	Fehr & Peers						Labor Costs	Direct Costs	Task Subtotal
		Principal in Charge	Project Manager	Regional Coordination	Transportation Planner	Graphics	Admin			
		\$ 400	\$ 250	\$ 280	\$ 165	\$ 215	\$ 145			
1	Project Management									\$ 6,050
1.1	Project management	4	12				10	\$ 6,050		\$ 3,630
2	Data Collection									
2.1	Identify data sources	1	2		4			\$ 1,560		
2.2	Data request		1					\$ 250		
2.3	Track and store data		2		8			\$ 1,820		
3	Plan and Policy Review									\$ 4,320
3.1	Review jurisdictional and regional plans		2		8			\$ 1,820		
3.2	Plan review memo	1	2	1	8			\$ 2,500		
4	Staff Interviews									\$ 8,285
4.1	Prepare draft interview questions	1	1	1	2			\$ 1,260		
4.2	Schedule interviews		1					\$ 250		
4.3	Conduct interviews	2	5	5	5			\$ 4,275		
4.4	Staff interview memo	1	2	1	8			\$ 2,500		
5	First Draft of Analysis									\$ 18,030
5.1	Establish analysis methodology	1	4		8			\$ 2,720		
5.2	Conduct gap analysis	4	12		30			\$ 9,550		
5.3	Draft analysis narrative report	1	4		16	8		\$ 5,760		
6	First Draft of Recommendations									\$ 12,350
6.1	Draft recommendations	1	6		18			\$ 4,870		
6.2	Draft recommendations narrative report	1	4		16	16		\$ 7,480		
7	Presentation									\$ 5,210
7.1	Develop PPT for CAW Meeting		2		4	2		\$ 1,590		
7.2	Present at CAW Meeting	1	2		2			\$ 1,230		
7.3	Develop PPT for EC Meeting		2		4			\$ 1,160		
7.4	Present at EC Meeting	1	2		2			\$ 1,230		
8	Final Report									\$ 6,460
8.1	Report	2	4		16	4		\$ 5,300		
8.2	Incorporate feedback/revisions		2		4			\$ 1,160		
	<b>Labor Total</b>	<b>22</b>	<b>74</b>	<b>8</b>	<b>163</b>	<b>30</b>	<b>10</b>	<b>\$ 64,335</b>		
	Technology and Security Fee*								\$ 640	
	<b>Total (Labor + Expenses)</b>							<b>\$ 64,975</b>		

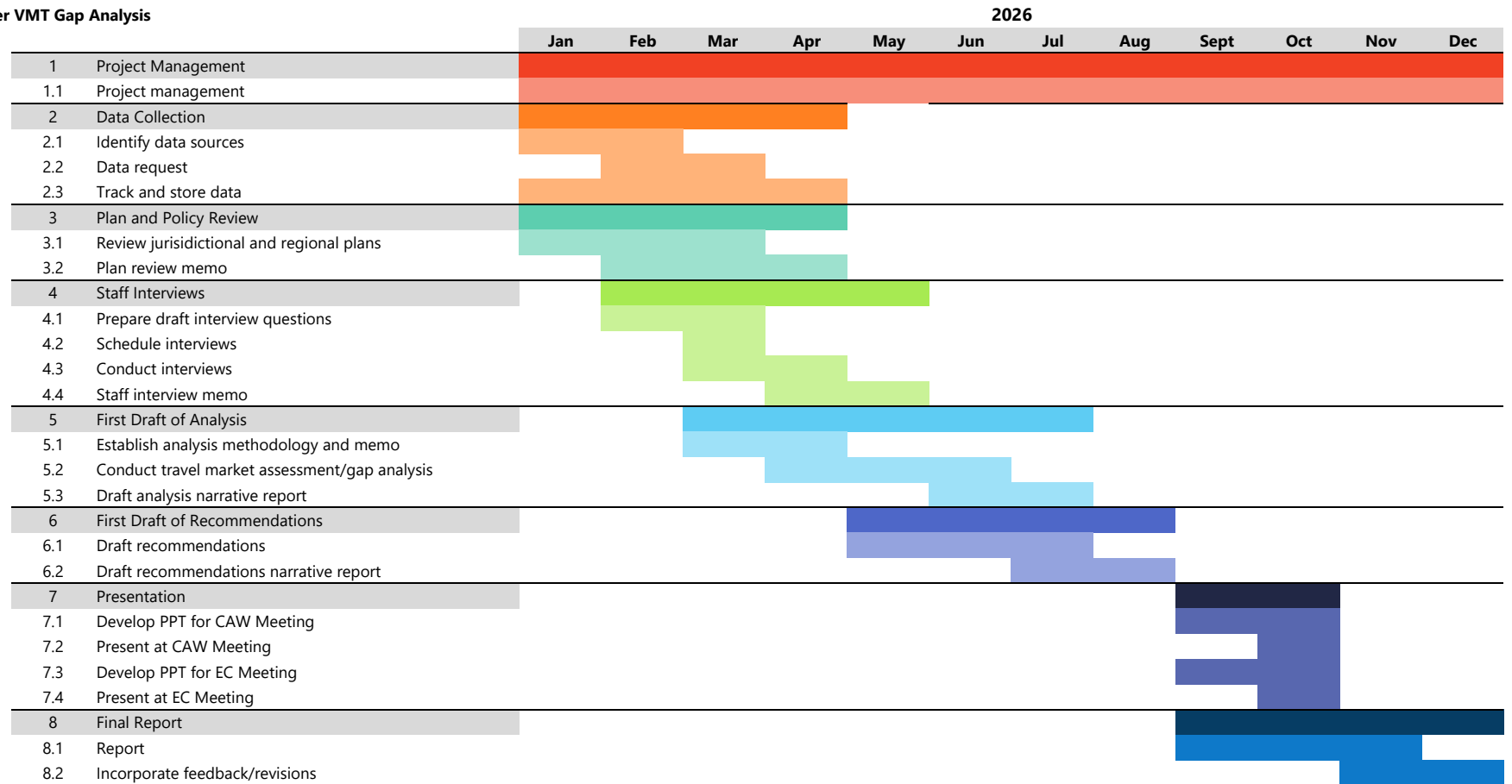
**Notes:**

Mileage is billed at the IRS rate plus 10% handling fee

All other direct expenses are billed with 10% handling fee

\*Technology and Security Fee includes expenses related to software, computers, servers, and services to protect data; billed as a percentage of labor

# Tumwater VMT Gap Analysis



Proposed schedule as of November 2025. This may be further refined during the project kick-off meeting in January 2026.

**Chapter 3.46**  
**CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS**

Sections:

- 3.46.010 Definitions.
- 3.46.020 Nondiscrimination in benefits.
- 3.46.030 Limitations.
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**3.46.010 Definitions.**

For the purpose of this chapter:

- A. “Contract” means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost \$50,000 or more;
- B. “Contract awarding authority” means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;
- C. “Domestic partner” means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;
- D. “Employee benefits” means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. O2000-028, Added, 02/06/2001)

**3.46.020 Nondiscrimination in benefits.**

A. No contractor on a city contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.

B. Other Options for Compliance Allowed. Provided that a contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, a contractor may:

1. Elect to provide benefits to individuals in addition to employees' spouses and employees' domestic partners;
2. Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits; or
3. Provide benefits neither to employees' spouses nor to employees' domestic partners.

C. Requirements Inapplicable Under Certain Conditions. The city administrator may waive the requirements of this chapter where:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the city's requirements;
4. The contractor is a public entity;
5. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
6. The city is purchasing through a cooperative or joint purchasing agreement.

D. Requests for waivers of the terms of this chapter are to be made to the city administrator by the contract awarding authority. Decisions by the city administrator to issue or deny waivers are final unless appealed pursuant to TMC 3.46.050.

E. The city administrator shall reject an entity's bid or proposal, or terminate a contract, if the city administrator determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

F. No contract awarding authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

G. All contracts awarded by the city shall contain provisions prohibiting discrimination in the provision of employee benefits, including provisions containing appropriate remedies for the breach thereof as prescribed by this chapter, except as exempted by this chapter or rule.

(Ord. O2000-028, Added, 02/06/2001)

### **3.46.030 Limitations.**

The requirements of this chapter only shall apply to those portions of a contractor's operations that occur:

- A. Within the city;
- B. On real property outside of the city if the property is owned by the city or if the city has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the city; and
- C. Elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. O2000-028, Added, 02/06/2001)

**3.46.040 Powers and duties of the city administrator.**

The city administrator shall have the power to:

- A. Adopt rules and regulations in accordance with this chapter establishing standards and procedures for effectively carrying out this chapter;
- B. Determine and impose appropriate sanctions and/or liquidated damages for violation of this chapter by contractors including, but not limited to:
  - 1. Disqualification of the contractor from bidding on or being awarded a city contract for a period of up to five years; and
  - 2. Contractual remedies, including, but not limited to, liquidated damages and termination of the contract;
- C. Examine contractor's benefit programs covered by this chapter;
- D. Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- E. Allow for remedial action after a finding of noncompliance, as specified by rule;
- F. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this chapter.

(Ord. O2000-028, Added, 02/06/2001)

**3.46.050 Appeals.**

Any aggrieved party may appeal a decision of the city administrator to the mayor by the submittal of a written request to the city attorney within ten working days of the decision to be appealed. The mayor's decision will be in writing with findings identified upon which the decision was made. Subsequent appeal will be to the Thurston County superior court.

(Ord. O2000-028, Added, 02/06/2001)

**3.46.060 Effective date.**

The provisions of this chapter shall apply to any contract awarded on or after January 2, 2002.

(Ord. O2000-028, Added, 02/06/2001)