



WAY TO GO, Seattle One-Less-Car
Contract for Demonstration Study
September 3, 2002

This Contract ("Contract") is between [last name(s) of licensed drivers in household] (collectively, "Participant Household") residing at [residence address], and the City of Seattle, through its Department of Transportation ("City").

I. Term.

The term of this Contract is from 9/3/02 through 11/24/03 unless earlier terminated.

II. Participants and Participant Household.

Each individual member of the Participant Household is a Participant hereunder. Each Participant shall be individually responsible for complying with the terms and conditions of this Contract. Each Participant shall be and remain a licensed driver and resident member of the Participant Household at the address set forth above throughout the term of this Contract. Participants in the Participant Household hereunder are:

Name Age

Name Age

Name Age

Name Age

III. Extra Car.

The Participant(s) has/have designated a [year and model] motor vehicle with Registration VIN #, and License Plate #, on which the odometer reading as of [date] is (completed with City staff)

as the “Extra Car” under this Contract. Participant represents that:

1. that one (or more) of the Participants is the registered owner or lessee of the Extra Car;
2. that the odometer on the Extra Car is fully functional and that if for any reason it ceases to function properly during the term of the Contract the Participant will immediately (a) provide for the repair of such malfunction and (b) inform the City of such malfunction and repair; and
3. that prior to the commencement of this Contract, the Participant Household typically traveled approximately \_\_\_\_\_ miles per week in the Extra Car.

#### **IV. Purpose of the Contract.**

In order to reduce the burden on City-maintained neighborhood streets, help maintain clean air, and reduce pollution in rivers and streams for the benefit of the general public, the City will “buy back” trips not taken by the Participant and Participant Household during the term of this Contract. In support of these same purposes, the City will also purchase from the Participant Household detailed information regarding the Participants’ normal driving habits to study how drivers make choices to not drive, so that future City programs to reduce vehicle trips can be based on sound local information and data.

The Participant Household will, subject to the terms and conditions of this Contract, receive cash reimbursements to essentially place such Household in approximately the same financial position it would be in if it were to give up its Extra Car, and Participants will learn under the provisions of this Contract how to use alternatives to driving the Extra Car at a potentially lower cost.

#### **V. Obligations of the City.**

- A. **Kick-off meeting and toolkit** The City will provide a two-hour project kick-off informational session and provide a toolkit, including a website with tools for reducing trips and finding transportation options. After the Participant Household successfully completes the initial kick-off / intake session required by Section VI(A), the Participant Household through its Participant(s) will begin to participate in the program.
- B. **Stipend for “Baseline (Driving) Period”** During the first three weeks of this Contract, during which time the City will gather baseline information from the Participant(s), the City will provide payments in the amount of twenty-five (\$25) per week to the Participating Households. During this time, the Participant(s) may continue to use the Extra Car without limitation. Baseline data gathered by the City from the Participant(s) during this three week period will be used to assist Participants and the City assess possible changes in car travel behavior, as well as estimate mileage to key destinations for the Participant Household.
- C. **Stipend for “Non-Driving Period”** The Participant(s) agree that the Extra Car will not be driven following the initial three week period of this Contract. Following the first three week period of this Contract, and throughout the Non-Driving Period (as described in Section VI), and providing the Participant(s) remains in compliance with all obligations hereunder,

including the obligation not to drive the Extra Car, the City will make weekly stipend payments to the Participant Household, in the amount of \_\_\_\_\_ (which amount approximates the cost to the Participant Household of owning and operating the Extra Car given its historic usage). The weekly reimbursement shall be made on the condition that the City receives in a timely manner and as provided below all the travel diaries (including Extra Car odometer readings) covering the prior week from the Participant(s) on behalf of the Participant Household.

- D. Participants out of town for four or more days** If all of the Participants in a Participant Household are out of the City of Seattle for four (4) or more of the same days in any one reporting week (Monday through Sunday), then the City will only pay the Participant Household for that week a daily pro-rated amount based on the number of days that one or more Participant is within the City of Seattle. This is because the City will not receive a useful week of travel diary information or the reduced driving in the City of Seattle for that week.
- E. Electronic deposit** All City payments or reimbursements under this Contract will be made by an electronic deposit through an ACH credit to a bank designated by the Participant(s). The Participant(s) will be required to provide a voided check or an ABA number to arrange for electronic payment. No other method of payment will be used under this Contract.

#### **VI. Obligations of the Participant and Participant Household.**

In return for the City's commitment to provide the stipends listed in Section V., the Participant(s) further agree as follows:

- A. Attendance at kick-off meeting** Each Participant shall attend a kick-off meeting lasting approximately two (2) hours with the City's project manager at which meeting they will receive information on the program. **Participants will drive the Extra Car to the kick-off meeting to enable City staff to check the odometer and other required information.**
- B. Baseline Period** The Baseline Period shall last for a period of three (3) weeks, following Contract execution. Participant(s) shall meet the travel diary requirements for the Baseline Period outlined in this Contract. An odometer reading from the Extra Car will be taken at the start and end of the Baseline Period. **The baseline period will be from:**
- Tuesday, September 3 to Sunday September 22, 2002**
- C. Non-Driving Period** The Extra Car will not be driven at all -- by the Participant Household or by anyone else -- **during the following Non-Driving Period:**
- Monday, September 23 to Sunday, November 24, 2002,**

except in case of medical emergency, as defined below, or if necessary under the terms of Section VI(C)3.

1. **Medical emergency description** For purposes of this Contract, a medical emergency means a situation in which someone is or is perceived to be seriously ill or seriously injured.

2. **Reporting use of Extra Car for medical emergency** If the Extra Car is driven for a medical emergency, the Participant will promptly (within 7 days or as soon thereafter as the medical condition reasonably permits) report that fact in his/her weekly travel diary along with a general description of the circumstances and the destination(s) and miles driven, to the City staff designated below.
3. **Moving Extra Car to comply with City ordinance** If it is necessary to move the Extra Car to comply with any applicable City ordinance, e.g. any City ordinance which requires that no car be parked in one spot on a public street for more than 72 consecutive hours, the Participant should report the necessary move in that week's travel diary along with the mileage driven. Unless the Participant documents in the travel diary a reason acceptable to the City, moving the Extra Car for this purpose may only cause an odometer change of less than one mile per movement of the Extra Car.
4. **Extra car location and odometer readings** During the Non-Driving Period provided in this Contract, the Extra Car will be parked at:

---

[address, cross street and description of location if not in driveway] and City staff shall be permitted to inspect the Extra Car's odometer and/or mark the tires of the car periodically to monitor its non-use. City staff are also permitted to check the mileage of other cars the Participant(s) owns to compare mileage driven on the cars remaining in use. At the end of the Contract, the Participant(s) will permit City staff entry to the vehicle(s) to confirm the odometer reading, and, if requested to do so, the Participant will sign a declaration under penalty of perjury as to the odometer reading on the vehicle.

- D. **Diary Keeping** Participant(s) shall use and make accurate detailed entries daily in, a diary of his or her travel behavior, including travel-related costs of any kind, during the Baseline and Non-Driving periods provided for in Sections V(B) and (C) above. The diary shall be in the form provided by the City, showing when and why a Participant took a bus or taxi, drove the Participant Household's other car, used FlexCar, biked, walked, rode with a neighbor, or decided not to take a trip the Participant would have otherwise made in the Extra Car. Each Participant will also make qualitative comments in their diaries, such as how they consolidated trips, when and why the transportation mode they chose or thought about choosing either worked well or was too inconvenient, how weather influenced their choices, and so forth, as called for by the form of the diary provided. Participant and Participant Household will also attend in-person training at the kick-off meeting at the start of the Contract term on how to maintain the diary accurately and completely.
- E. **Submitting diary each Monday** Each Monday during the Baseline and Non-Driving Periods, the Participant(s) will send to the City, via e-mail or fax, their daily diary(ies) covering the previous **Monday through Sunday**. (If email or fax is not available, and with prior notification and agreement of the City, the diaries may be sent by U.S. mail). All daily dairies for the previous week must be received at the following address no later than **5 p.m. Monday** of the following week by means of:

**Online Web Diary**– an Online Travel Diary webpage address will be provided at the start of the baseline period; or

**E-mail** to WayToGo@ci.seattle.wa.us; or

**Fax** to (206) 233-0085 with “Attention: Way to Go”.

If online web diary, e-mail, or fax is not available, with prior notification diaries may be sent by **U.S. mail** to:

“One-Less-Car” Study  
c/o Randy Wiger  
City of Seattle, SDOT - PPMP  
Municipal Building, 4<sup>th</sup> Floor  
600 4<sup>th</sup> Avenue  
Seattle WA 98104

- F. **Refresher training if necessary** If requested by City staff, the Participant Household or any Participant will attend a refresher training session.
- G. **Car cost worksheet** By the kick-off meeting the Participant(s) agrees to fill out and submit to the City a “Cost of Car Ownership Worksheet” provided by the City. This worksheet will allow the Participant Household to calculate its own personal cost of the Extra Car it is giving up during the Non-Driving Period.
- H. **Wrap up meeting** At the end of the Non-Driving Period specified above, the Participant(s) will attend a meeting of approximately two (2) hours with City staff to describe their experience under the demonstration study and to answer questions about how the study worked for them and their Participant Household. This meeting may be recorded on videotape for the City’s use and publication. The Participant(s) will also fill out an evaluation that will include questions on the “lessons learned” from their personal experience; whether the goals and hypotheses the City had for the project proved true for them, and suggestions for modifications to the program in the future.
- I. **Participation in media interviews and educational campaign** The Participant(s) agrees, on behalf of himself or herself and the Participant Household to participate as requested in any City media / info /education campaign to describe the pros and cons of making more conscious transportation choices. The approximate time commitment contemplated by this Section VI(i) is 5-10 hours for interviews with media reporters and/or to enable staff to write a case study or other profile of the Participant and Participant Household’s experience, before and during and for one year after the end of the Non-Driving Period provided in this Contract. By entering into this Contract, Participant(s) agree that all images, correspondence, statements of and by the Participant(s) and other household members become the property of the City, which may distribute and use them as it chooses, without owing any further compensation to the Participant Household or any Participant or other household member, and the Participant(s) hereby releases the City of Seattle from any and all claims, liability for damages, and claims for additional compensation that may be made in the future related to the City’s use of these images, correspondence and statements or for any claims, expenses,

costs, liability, injuries or damages that may arise from the participation of the Participant(s), other household members or the Participant Household under this Contract.

- J. **Follow up survey** The Participant agrees, on behalf of himself or herself and all members of the Participant Household, to participate in a follow up survey approximately 6 months after the end of the Non-Driving Period to quantify lasting behavior changes. The survey will include returning a brief questionnaire and a check of the odometer mileage on all Participant owned cars.

## **VII. Participant's Failure To Comply With The Terms Of This Agreement.**

A significant goal of this project is to receive accurate data on the limitations of not using the Extra Car. In addition, the City's ability to receive the maximum public benefit is reduced if the Extra Car is used. If the Extra Car is driven during the Non-Driving Period, the non-driving reimbursements will be reduced or terminated as provided below, even though the Participant may be required to continue to supply the information required under this Contract as provided below.

**A. If Extra Car is driven** If the Extra Car is driven during the non-driving period other than as necessary in a situation described in Section VI(C) that was reported as required under this Contract, the following shall occur:

- The travel diary will record the trip and the miles driven and provide anecdotal information as to why using the Extra Car was considered necessary.
- For the first time the Extra Car is driven in violation of this Contract, the stipend for the week in which such violation occurred shall be reduced by 50%.
- For the second time in which the Extra Car is driven in violation of this Contract, the stipend shall be forfeited for the week in which such violation occurred. (This applies even if the weeks in which the Extra Car was driven were not consecutive.)
- If the Extra Car is driven a third time in violation of this Contract, the City shall not be obligated to pay the Participant for the week in which such violation occurred and the City's obligation to "buy back" trips under this Contract will be terminated. If the City terminates its obligation to provide a weekly reimbursement obligation under this Section, the remainder of this Contract will, at the option of the City, remain in effect and Participant(s) will still be required to complete their obligations under Sections VI(G), (H), (I), and (J) above.

**B. Timely receipt of accurate diary data** Timely receipt of accurate data is essential to the City under this Contract. To enforce this provision, and to ensure the data is recorded contemporaneously with the activity reported, the City shall employ the following:

If all weekly travel diaries for each household are not returned by Monday of each week as described in Section VI as required by this Agreement, the following shall occur:

- If a participating household turns in a **travel diary late, the first instance** will be excused and that week's stipend will be paid in full if the diary is returned no more than 7 days late. If the diary is returned more than 8 days late, the stipend will be reduced to 50% of its original amount.
- If a participating household turns in a **travel diary late a second instance**, the following shall occur:

- If a weekly travel diary is returned 2-7 days after it is due, the stipend for that week will be reduced to 75% of its original amount.
- If a weekly travel diary is returned 8-14 days after it is due, the stipend for that week will be reduced to 50% of its original amount.
- If a weekly travel diary is returned 15-21 days after it is due, the stipend for that week will be reduced to 25% of its original amount.
- If participating household turns in a **travel diary late a third instance**, the City shall not be obligated to pay the Participant for that week and the City's obligation to buy back trips under this **Contract may be terminated**. If the City cancels its weekly reimbursement obligation under this Section, the remainder of this Contract will still be in effect and, Participant and Participant household will still be required to complete their obligations under Section VI (G), (H), (I) and (J) above.

C. **Consistency between odometer reading and diary reporting** Participant(s) agrees to allow the City access to the Extra Car for the purpose of inspecting the odometer. If the odometer at the end of the Contract shows that the Extra Car was driven miles not reported on the daily diaries, outside the defined baseline data collection period, Participant(s) agrees to repay to the City ALL the payments and reimbursements made by the City to the Participant(s), except payments for baseline data paid under Section V(B) above.

**VIII. Termination.**

The City may terminate this Contract for its convenience at any time by a notice in writing to the Participant Household. In the event of such termination, the Participant(s) will only be entitled to receive payments for services properly performed prior to the effective date of termination.

IX. **Contact Names and Mailing Addresses.** Contact names for both parties and addresses and phone numbers are listed in XI below.

XI. **Agreement of All Participants.** By signing this Contract Participant represents that he or she has discussed this with all persons residing in the household, drivers and non-drivers, over the age of 16, and that the promises and release above are made on behalf of all of those persons.

**Signature(s)**

**Participant Household Licensed Drivers**

By (Name of Participant) _____	
Signature _____	
Address: _____	Phone: _____
_____	Date: _____

By (Name of Participant) \_\_\_\_\_  
Signature \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

By (Name of Participant) \_\_\_\_\_  
Signature \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

**The City of Seattle  
Dept. Of Transportation**

By \_\_\_\_\_

**Jemae Hoffman, Mobility Manager**  
**on behalf of Grace Crunican, Director**  
City of Seattle  
Dept. of Transportation  
Municipal Building, 4<sup>th</sup> Floor  
600 4<sup>th</sup> Avenue  
Seattle WA 98104

(206)684-8674  
jemae.hoffman@seattle.gov