



VANPOOL LEASE FARE SUBSIDY AGREEMENT FOR MERCED

dibs, a program of the San Joaquin Council of Governments (SJCOG) is offering a vanpool lease fare subsidy to qualifying vanpools traveling to and/or from Merced County. This agreement is between the vanpool coordinator (“Coordinator”), the authorized vanpool provider (“Provider”), and the San Joaquin Council of Governments (“SJCOG”). All subsidies will be paid directly to the Provider on the Coordinator’s behalf for travel origins and/or destinations in Merced County. Owner operated vans, private transit, private shuttles or private vanpools are not eligible to participate.

Vanpool Subsidy

SJCOG will pay \$400 per month for vans that satisfy and comply with the subsidy terms, conditions, and requirements for the term of a leased van as of November 1, 2021.

VANPOOL TERMS, CONDITIONS AND REQUIREMENTS

- 1. Coordinator Agreement.** The Coordinator must agree to the terms, conditions, and requirements outlined in this agreement. In the event of a coordinator change, previous agreements become void, and the incoming Coordinator must sign a new agreement to ensure they are aware of and bound by the current terms. The terms and conditions are subject to change at any time.
- 2. Van Lease Agreement and Legal Compliance.** The Coordinator shall lease a van from an approved Provider under a separate lease agreement. The Provider must comply with all applicable state, federal, and local laws, including driver screening, vehicle certification, licenses, registration, Buy America provisions (49 CFR Part 661), and the Americans with Disabilities Act of 1990 (49 CFR 37.31). The Coordinator must acknowledge that these laws may affect vehicle availability. The Provider is responsible for the condition of the van and ensuring the Coordinator holds a valid driver’s license and medical examination as required. Maintenance and repair of the vanpool vehicle are the responsibility of the Provider and/or Coordinator as per their lease agreement.

SJCOG's sole responsibility is to pay the lease fare subsidy, and it assumes no liability for the van’s condition or operation. Both the Coordinator and Provider release SJCOG from all claims related to vehicle operation, injuries, property damage, or any other related incidents. This release is acknowledged by signing this agreement.

SJCOG certifies that the vanpool is operated by an independent private entity and that the vanpool program is helping meet the overall transportation needs of the local urbanized area.

- 3. Vanpool Registration with *dibs*.** The Coordinator must register the vanpool with the *dibs* database and ensure that both the Coordinator and riders remain registered throughout the subsidy period. The roster must be updated as necessary, including names, phone numbers, and email addresses of vanpool riders.



4. **Information Accuracy.** The Coordinator is responsible for providing accurate, current, and complete information and for receiving program communications via email and/or U.S. Mail.
5. **Subsidy and Lease Payment.** The Coordinator is responsible for paying the remaining monthly lease amount to the Provider. Additionally, the Coordinator is responsible for paying the full monthly lease amount to the vanpool provider if their monthly lease fare subsidy is revoked for any reason.

SJCOG will pay the Provider the monthly lease fare subsidy on behalf of the Coordinator, and the Provider will credit the Coordinator's account accordingly. Disbursement of the monthly lease fare subsidy is contingent upon the availability of funds and accurate submission of daily, monthly and/or annual reporting requirements.

6. **Assumption of Risk and Indemnification.** The Coordinator assumes full responsibility for any injury, loss, or death resulting from participation in this program. The Coordinator agrees to release, waive, and hold harmless SJCOG from all claims related to accidents, injuries, or property damage arising from participation in the vanpool program. This release extends to heirs, executors, and family members.

Additionally, the Provider and Coordinator agree to indemnify and hold harmless SJCOG, its officers, directors, and agents from any claims arising from vehicle operation, compliance with laws, or other program-related activities and will defend SJCOG against any related legal actions.

7. **Subsidy Termination.** SJCOG reserves the right to withhold or terminate subsidy payments if the Coordinator fails to respond to reasonable information requests or if program requirements are not met. SJCOG may also terminate the subsidy for reasons such as disruption of van operations, failure to meet program terms, or other reasons deemed necessary by SJCOG.

Should SJCOG terminate this agreement, the vanpool provider agrees to permit the Coordinator to terminate the van lease agreement without penalty.

8. **Provider's Responsibility to Invoice.** The Provider must submit a monthly invoice, on Provider's letterhead, to SJCOG that includes the Coordinator's name, the month and year, and the subsidy amount.
9. **Continued Program Eligibility.** The Coordinator and Provider understand that the continuation of the subsidy depends on an evaluation of the program's effectiveness and the availability of funding. SJCOG retains the right to deny or terminate funding if deemed necessary for the agency's interests.
10. **Termination of Agreement.** This agreement remains in effect until one of the parties gives written notice at least 30 days in advance of termination. Coordinators may terminate their participation for any reason.

SJCOG reserves the right to modify or discontinue the vanpool incentive program and terminate this agreement at any time and for any reason, based upon program effectiveness and/or annual funding appropriations.



11. Agreement Effectiveness and Compliance. This agreement is effective from the date it is signed by all parties and will remain in effect subject to compliance with the terms and conditions outlined herein. SJCOG reserves the right to determine whether the vanpool meets the program requirements at any time.



Executed by:

This agreement can be executed through electronic or digital means acceptable to all parties.

Vanpool Coordinator:

I certify that this vanpool qualifies for SJCOG’s Lease Fare Subsidy Program and that I will comply with the terms of this agreement.

Signature _____ Date _____

Printed Name _____

Home Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____

Email Address _____

Employer _____

Work Address _____

City _____ State _____ Zip _____

Work Phone _____ Work Email _____

Vanpool Provider:

I certify that this vanpool qualifies for SJCOG’s Lease Fare Subsidy and that my company will comply with the terms of this agreement.

Signature of Representative _____ Date _____

Printed Name and Title _____

Name of Vanpool Provider _____

Address of Vanpool provider _____

City _____ State _____ Zip _____

Phone Number of Vanpool Provider _____

Email _____



San Joaquin Council of Governments:

I certify that the Provider will receive payment for this Lease Fare Subsidy, to be credited to the Coordinator's account, as described in this agreement, if all the terms of this agreement are met.

Signature _____ Date _____

Printed Name and Title: Grace Orosco, Interim Deputy Director of Finance & Administration
San Joaquin Council of Governments
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