



STANISLAUS VANPOOL LEASE FARE SUBSIDY PROGRAM AGREEMENT

(Please read Guidelines and Requirements prior to completing this agreement)

Dibs, a program of the San Joaquin Council of Governments (SJCOG) is offering a vanpool lease fare subsidy to qualifying vanpools in Stanislaus County. This agreement is between the vanpool driver, the authorized vanpool provider (Vanpool Company), and the San Joaquin Council of Governments. All subsidies will be paid directly to the authorized vanpool provider on the vanpool driver's behalf for travel origins and/or destinations in Stanislaus County.

Vanpool Subsidy \$150 per month

Dibs will pay \$150 per month per van for the term of a leased van that satisfies and complies with the subsidy guidelines as of July 1, 2017.

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1. This agreement is effective the date it is signed by all parties and will remain in effect subject to compliance with the terms of the agreement. Dibs reserves the right to determine whether the vanpool meets the program requirements.
 2. I have read the Vanpool Lease Fare Subsidy Program Agreement
 3. The vanpool driver has leased a van from an approved vanpool provider pursuant to a separate lease agreement between the vanpool driver and the approved vanpool provider. Responsibility for maintenance and repair of the van rests with the vanpool driver and/or the vanpool provider pursuant to the terms of their agreement. Both vanpool driver and vanpool provider acknowledge and agree that (i) SJCOG's sole responsibility under this agreement is to pay the vanpool provider the Lease Fare Subsidy set forth herein, (ii) SJCOG is not responsible for the condition of the van or its manner of operation. Both vanpool driver and vanpool provider permanently release SJCOG and its officers, employees, agents, and contractors from all actions, claims, or demands, that they, their assignees, heirs, distributes, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related in any way to this agreement, the van lease agreement, or the operation of the vanpool. The vanpool driver and vanpool provider acknowledge the foregoing release by signing below.

Vanpool Driver's Signature

Name of Vanpool Leasing Company

4. The vanpool driver must agree to register the vanpool with Dibs. The vanpool driver and riders must remain registered in the database during the life of the subsidy.
5. SJCOG will pay the vanpool provider the monthly lease fare subsidy per agreement on behalf of the vanpool driver's vanpool. The vanpool provider will credit the vanpool driver's account the amount of the lease agreement monthly payment.



6. To receive the monthly lease fare subsidy, the vanpool provider agrees to submit to SJCOG an invoice for the subsidy amount for each month that the vanpool qualifies for the program. The invoice will be dated and printed on the vanpool provider's letterhead, and will include the vanpool driver's name and the relevant month and year of the requested lease fare subsidy.
7. The vanpool driver is responsible to pay the remaining monthly lease amount to the vanpool provider and fulfill all responsibilities stated in the vanpool provider's lease agreement.
8. The vanpool driver is responsible to pay the full monthly lease amount to the vanpool provider if their monthly lease fare subsidy is revoked for any reason. If SJCOG terminates this agreement, the vanpool provider agrees to permit the vanpool driver to terminate the van lease agreement without penalty.
9. For the length of the subsidy, the vanpool driver agrees to provide SJCOG with updated information including but not limited to names, phone numbers, email addresses for each of the vanpool riders should the rider's information change.
10. SJCOG will revoke the subsidy if the subsidized vanpool fails to meet the program requirements or if the vanpool driver has not otherwise fulfilled the requirements of this agreement.
11. 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.
12. The vanpool provider is responsible for the condition of the van delivered to the vanpool driver and for ensuring that the vanpool driver (and any backup vanpool driver) has the required vanpool driver's license and medical examination to perform his or her duties as a vanpool driver. To the extent permitted by law, vanpool driver and vanpool provider, individually and collectively, hereby agrees to defend (with counsel acceptable to SJCOG), indemnify, and hold harmless; SJCOG, including any of their directors, officers, employees, and agents (collectively, the "Indemnities"), from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs, and disbursements, including reasonable attorneys' fees and expenses, of any kind and nature imposed in, asserted against, incurred or suffered by, any Indemnity by reason of damage, loss, or injury (including death), of any kind or nature whatsoever to persons or property in any way relating to or arising out of the subject vanpool, this agreement, or the vanpool provider's lease agreement with vanpool driver.
13. 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.
14. 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.
15. Vanpool Provider and Driver understands that Dibs continuation of the subsidies will be subject to an evaluation of the program and funding appropriations.



Executed by:

Vanpool Driver:

I certify that this vanpool qualifies for SJCOG’s Lease Fare Subsidy 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 (Vanpool Company):

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 vanpool provider will receive payment for this Lease Fare Subsidy, to be credited to the vanpool driver's account, as described in this agreement, if all the terms of this agreement are met.

Signature _____ Date _____

Printed Name and Title: Steve Dial CFO/Executive Director

San Joaquin Council of Governments
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