



SAN JOAQUIN COUNTY

NTD VANPOOL REPORTING SUBSIDY PARTICIPATION AGREEMENT

dibs, a program of the San Joaquin Council of Governments (SJCOG) is offering a lease fare subsidy to qualifying vanpools in San Joaquin County who agree to report vanpool trips to the National Transit Database (NTD). This agreement is between the vanpool Coordinator (Coordinator), the authorized vanpool leasing company (Provider), and the San Joaquin Council of Governments (Contractor). All subsidies will be paid directly to the Provider on the Coordinator's behalf for travel origins and/or destinations in San Joaquin County.

Vanpool Subsidy

SJCOG will pay \$400 per month, to vans that satisfy and comply with the subsidy terms, conditions and requirements for the term of the leased van as of August 1, 2017.

VANPOOL TERMS, CONDITIONS AND REQUIREMENTS

1. This participation agreement shall be effective as of the date it is signed by all three parties and will remain in effect subject to compliance with the terms, conditions and requirements of this agreement. SJCOG reserves the right to determine whether the vanpool meets program requirements.
2. The Coordinator has leased a van (7 passenger minimum) from an approved Provider pursuant to a separate lease agreement between the Coordinator and the Provider. The Provider shall comply with all applicable state, federal, and local laws and regulations, including driver screening and vehicle certification, licenses, vehicle registration, as well as Buy America provisions (49 CFR Part 661) and Americans with Disabilities Act of 1990 (49 CFR 37.31). Coordinator must understand some laws and regulations may restrict types of vehicles offered. Responsibility for maintenance and repair of the van rests with the Coordinator and/or the Provider pursuant to the terms of their agreement. Both Coordinator and Provider acknowledge and agree that (i) SJCOG's sole responsibility under this agreement is to pay the 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 Coordinator and 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 participation agreement, the van lease agreement, or the operation of the vanpool. The Coordinator and Provider acknowledge the foregoing release by signing page 5.
3. The Coordinator must agree to register the vanpool with *dibs*. The Coordinator and riders must remain registered in *dibs* database during the life of the subsidy, and update roster information when needed, including but not limited to names, phone numbers, email addresses for each of the vanpool riders should the rider's information change.
4. SJCOG will pay the Provider the monthly lease fare subsidy per this participation agreement on behalf of the Coordinator's vanpool. The Provider will credit the Coordinator's account the amount of the lease agreement monthly payment.
5. The Coordinator is responsible to pay the remaining monthly lease amount to the Provider and fulfill all responsibilities stated in the Provider's lease agreement.



6. The Coordinator is responsible to pay the full monthly lease amount to the Provider if their monthly lease fare subsidy is revoked for any reason. If SJCOG terminates this agreement, the Provider agrees to permit the Coordinator to terminate the van lease agreement without penalty.
7. The Coordinator will abide by the policies and rules set forth by SJCOG, and acknowledge that SJCOG may revise these terms and conditions and that participants shall comply with such revisions in order to continue to participate in this program.
8. The Coordinator will receive and provide program information via email and/or U.S. Mail.
9. The Coordinator will help maintain and increase ridership in the commuter group.
10. The Coordinator will cooperate to ensure, to the best of their ability, that no person shall be denied the opportunity to participate in or be subjected to discrimination in the conduct of the SJCOG lease fare subsidy program because of race, creed, color, sex, age, national origin, sexual orientation, or the presence of any sensory, mental or physical disability in any manner contrary to applicable local ordinance, state or federal laws and regulations. In addition, vanpool must be open to the public and any vans that are restricted to a particular employer, and who do not participate in *dibs* public ride-matching services of the vanpool are not eligible.
11. The Coordinator hereby assumes full responsibility and all risk of injury and loss, including death which may result from my participation in this program and hereby agree to hold harmless, release, waive, forever discharge, and covenant not to sue or bring claims against SJCOG, its officers, directors, agents or employees, by reason of accident, illness, injury or death, or damage to or loss or destruction of any property arising or resulting directly or indirectly from my participation in the program and occurring during said participation, or any time subsequent thereto, whether or not such loss, injury or death caused or alleged to be caused in whole or in part by the negligent acts or omissions of SJCOG, its officers, directors, agents or employees. The terms of this release shall serve as a release and assumption of risks for my heirs, executors, administrators and for my family members. Participant acknowledges having read the foregoing paragraphs and understand the potential risks incidental to engaging in the SJCOG Vanpools Program. Participants will indemnify and hold harmless SJCOG, its authorized agents and employees from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or resulting from any delays, tardiness, failure to make an appropriate or scheduled pick-up, absence of the van or termination of the Program.
12. The Coordinator agrees that SJCOG's financial responsibility is limited to making subsidy payments as described in this participation agreement and that SJCOG or its directors, officers, employees and agents has no liability for any loss or damages, bodily injuries, including death, damage to or loss of property as a result of, but not limited to, vehicle acquisition, vehicle maintenance, vehicle operation, insurance, passenger eligibility for the vanpool program, vanpool participant agreements with Contractor, or Contractor's policies and procedures, vanpool program administration, and any other aspect of provision of vanpool service.
13. The Coordinator shall ensure that the vanpool keeps daily and monthly records as required by Contractor and submit monthly reporting to Contractor by the 10th of each month. Failure to do so will result in SJCOG's termination of the monthly subsidy payment for the vanpool and possible termination of the vanpool itself.



14. SJCOG will revoke the subsidy if the subsidized vanpool fails to meet the program requirements or if the Coordinator has not otherwise fulfilled the terms, conditions or requirements of this participation agreement.
15. SJCOG reserves the right to withhold subsidy payments or to terminate a vanpool from the program, for failure to submit monthly reports by the time specified by SJCOG or failure to provide timely responses to reasonable requests for information. SJCOG reserves the right to terminate subsidy payments at any time for any reason. SJCOG retains the right to deny funding for any new vanpools and to terminate the funding for a vanpool or the entire program if SJCOG deems that it is in the best interest of the agency to do so.
16. SJCOG reserves the right to contact participants to verify their participation in the program and/or their commute behavior. SJCOG reserves the right to refuse an application, discontinue an applicant's participation in this program, and/or withhold incentive payment if the Coordinator fails to abide by the program requirements. If a dispute arises regarding any aspect of the program, including, but not limited to, the interpretation of the program requirements, accuracy of the information applicants provide, or eligibility to participate, SJCOG shall be the final decision maker regarding such disputes. Any decision will be final and binding on status as a participant of the program.
17. The Provider agrees to submit to SJCOG a monthly invoice for each month that the vanpool qualifies for the program. The invoice will be dated and printed on the Provider's letterhead, and will include the Coordinator's name, the relevant month and year and amount of the requested lease fare subsidy.
18. The Provider shall supply the Coordinator with web based reporting tools and all necessary report forms online, including training and instructions for their completion and a submission schedule.
19. The Provider may allow approved drivers to use vans for personal use in accordance with their policies and consistent with Federal requirements of maintaining at least 80% of all miles driven to be for home to work commutes.
20. The Provider is responsible for the condition of the van delivered to the Coordinator and for ensuring that the Coordinator (and any backup Coordinator) has the required Coordinator's license and medical examination to perform his or her duties as a Coordinator. To the extent permitted by law, Coordinator and 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 Provider's lease agreement with Coordinator.
21. SJCOG must be allowed to brand the van with program name as required by the Federal Transit Administration at no cost to the vanpool with approval from Contractor.
22. 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.



23. SJCOG may terminate the Participation Agreement and/or the commuter van as a whole for any of the following reasons:
 - a. if the operation of the commuter van becomes inconsistent with the evaluation criteria established for the SJCOG NTD Vanpool Reporting Program;
 - b. if the program in which the participant is active is terminated;
 - c. if the participant disrupts the operation of the commuter van;
 - d. if the vanpool fails to abide by these Terms, Conditions and Requirements; or
 - e. for other reasons as determined by SJCOG.
24. 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.
25. *dibs* shall provide ridematching services to vanpool and promote open seats when available.
26. Provider and Coordinator understands that SJCOG's continuation of the subsidy will be subject to an evaluation of the program and funding appropriations.
27. This Participation Agreement shall continue in force until one of the parties gives the other party written notice 30 days prior to the planned date of termination. Coordinators may terminate their participation for any reason.



Executed by:

Coordinator:

I certify that this vanpool qualifies for SJCOG’s NTD Reporting 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 _____

Provider (Vanpool Company):

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

Signature of Representative _____ Date _____

Printed Name and Title _____

Name of Provider _____

Address of Provider _____

City _____ State _____ Zip _____

Phone Number of Provider _____

Email _____



San Joaquin Council of Governments:

I certify that the Provider will receive payment for this NTD Reporting 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: Steve Dial, Deputy Executive Director/CFO
555 E. Weber Ave.
Stockton, CA 95202