

96EN12-0-7



A Public Service Agency

EMPLOYER TESTING PROGRAM AGREEMENT

Employer Number 96 95EN12-0-23
INSERT CORRECT NUMBER

1. This Agreement is between the Department of Motor Vehicles, hereinafter referred to as DMV, and the City of Redlands COMPANY NAME, hereinafter referred to as the Firm, for the purpose of DMV accepting Certificates of Driving Skill issued by the Firm in lieu of driving tests on Class A or Class B license applications when the applicant is employed by the Firm and the applicant has met the other requirements for the license for which he or she is applying.
2. This Agreement and the employer number issued to the Firm by DMV shall expire at the same time. The term of expiration shall be for up to one year and shall be renewed annually.
3. This Agreement is subject to acts of the Federal Government pursuant to the Commercial Motor Vehicle Safety Act of 1986 which may affect the provisions or terms of this Agreement and to any restrictions, limitations, or conditions enacted by the California State Legislature and any regulations promulgated pursuant thereto which may affect the provisions or terms herein in any manner.
4. No amendment, alteration, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement, not incorporated herein, shall be binding on either party.
5. This Agreement is subject to the right of either party to terminate the Agreement at any time without cause by giving the other party at least thirty (30) days prior written notice of such termination.
6. The Firm shall be engaged in an activity which includes use of vehicles requiring the driver to possess a Class A or Class B license.

- 1 7. The Firm shall provide proof of the availability of a minimum of five (5) vehicles (at least two of
2 which are power units) which require the driver to possess a Class A or Class B license to operate.
3 Proof may be by license plate numbers or a copy of the lease agreement or contractual agreement
4 showing that the required vehicles are available.
- 5 8. The Firm shall have all required drive tests conducted by an examiner who holds a valid California
6 Class A or Class B driver license of the type appropriate for the test vehicle, who has a satisfactory
7 driving record, and who is not on probation for negligent operation of a motor vehicle.
- 8 9. An officer, agent, or employee of the Firm may not act as examiner or certifier for himself and her-
9 self or his or her own relative or supervisor. A separation of duties must exist to prevent conflict of
10 interest between the examiner, certifier or administrator.
- 11 10. Driver Testing and Training Required for all Drivers.
- 12 a. The Firm shall provide for, and require that its drivers participate in, a driver testing and
13 ongoing training program which includes a drive test for each new driver employed, including
14 persons currently holding commercial licenses.
- 15 b. The drive test given each new driver employed by the Firm shall include the following:
- 16 • pre-trip safety inspection
 - 17 • placing vehicle or combination in operation
 - 18 • use of vehicle controls and emergency equipment
 - 19 • operating vehicle in traffic on public roads, and while passing other vehicles
 - 20 • turning the vehicle
 - 21 • braking, and slowing by means other than braking
 - 22 • backing and parking the vehicle.
- 23 11. Drive test requirements for issuance of a Certificate of Driving Skill.
- 24 a. The drive test given by the Firm to those drivers issued a Certificate of Driving Skill must meet
25 the drive test route requirements and drive test standards established by DMV to test
26 commercial drivers. DMV will provide the Firm with information concerning these require-
27 ments and standards. DMV will also provide a sample of the drive test score sheet the firm is
28 required to use to record and evaluate the driver's performance on the test.

- 1 b. The Firm shall issue Certificates of Driving Skill only to employees of the Firm who are: (1)
2 employed by the Firm at the time the certificate is issued, and (2) required by law to hold a com-
3 mercial license to operate commercial vehicles in the course of employment with this Firm.
- 4 c. The Certificate of Driving Skill will not be accepted in lieu of the DMV drive test for drivers of
5 tour buses.
- 6 d. At the discretion of DMV, the Firm shall permit DMV to test a sample of its drivers examined
7 and certified by the Firm. The selection of drivers to be tested will be determined by DMV. Any
8 drivers who fail the test may be required by DMV to pass a DMV-administered test. The
9 employer shall notify each driver of this possibility.

10 12. Required Records.

- 11 a. The Firm shall keep records showing information on training given its drivers. The Firm's
12 training records shall include the following:
- 13 • the instructor's full name and address
 - 14 • the driver's full name, address, and driver license number
 - 15 • the type of instruction
 - 16 • the date instruction was given
 - 17 • the subjects covered
 - 18 • the total hours of instruction
 - 19 • the drive test examiner's name and driver's license number
 - 20 • the results of any driver testing conducted in conjunction with the training.
- 21 b. The Firm shall keep training records for the most recent three years during the driver's employ-
22 ment and a minimum of three years from the date the driver is released from employment.
- 23 c. The Firm shall document their drive test route. A map of, or written directions for the drive route
24 must be available for DMV inspection.
- 25 d. The Firm shall keep a copy of the following:
- 26 • the drive test score sheets used for each driver issued a Certificate of Driving Skill
 - 27 • the results of each drive test given all new drivers employed, including persons currently
28 holding commercial licenses.

- 1 The Firm shall make such copies available during any inspection.
- 2 e. At DMV's request, the employer shall make records available **which** verify that drivers issued
- 3 Certificates of Driving Skill are employees of the Firm at the **time of** certification.
- 4 13. The Firm shall open its records pertaining to driver testing, **training and** qualifications for DMV
- 5 inspection during normal business hours.
- 6 14. The Firm shall allow DMV or its representatives, and the Federal **Highway** Administration or its
- 7 representatives, to conduct random examinations, inspections, **and** audits without prior notice
- 8 during regular business hours.
- 9 15. The Firm shall permit DMV or its representative to conduct **on-site** inspections at least
- 10 annually, during normal business hours, to be determined by DMV.
- 11 16. DMV may take prompt and appropriate remedial action against a **firm** which fails to comply with
- 12 the standards for the commercial driver license testing program, or with any other term of
- 13 this Agreement.
- 14 17. DMV may terminate this Agreement for cause and cancel, **suspend**, or revoke the employer
- 15 number issued to the Firm if the firm violates any provision of this **Agreement**, upon 15 days prior
- 16 written notice of such action.
- 17 18. DMV may terminate this Agreement for cause and without prior **notice**, if the Director of Motor
- 18 Vehicles finds that the public interest so requires.
- 19 19. The Firm agrees to defend, indemnify and hold harmless DMV **and** its officers and employees
- 20 from any and all claims, actions, damages or losses which may be **brought or** alleged against DMV,
- 21 its officers or employees by reason of the negligent or **unauthorized** certification of drivers by
- 22 the Firm.
- 23 20. This Agreement is not assignable by the Firm, either in **whole or in part**, without the prior written
- 24 consent of DMV.
- 25 21. The Firm and its officers, agents and employees shall act in an **independent** capacity and not as
- 26 officers, agents or employees of DMV.
- 27
- 28

22. If the Firm utilizes a subcontractor in the performance of this Agreement, the subcontractor shall be subject to the same requirements as are identified in this Agreement for the Firm. The Firm shall be responsible and held liable for all program-related activities of the subcontractor.

23. DMV shall charge the Firm a fee, as determined by DMV and established by regulation, which is sufficient to defray the actual costs incurred by DMV for administering and evaluating the Firm's testing and training programs and for carrying out any other activities deemed necessary by DMV to assure sufficient training and testing of the drivers participating in the program.

24. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

In witness thereof, this Agreement has been executed, by and on behalf of the parties hereto, the day and year written below, and shall remain in effect until terminated in accordance with the terms of this Agreement.

CITY OF REDLANDS

FIRM'S NAME

EMPLOYER NUMBER

Dated: December 19, 1995

By:

Swen Larson, Mayor

Dated: December 19, 1995

By:

Lorrie Poyzer, City Clerk

Dated: _____

By: _____

Authorized Representative,
Employers Testing Program Unit
Department of Motor Vehicles

- 1 22. If the Firm utilizes a subcontractor in the performance of this Agreement, the subcontractor shall
- 2 be subject to the same requirements as are identified in this Agreement for the Firm. The Firm shall
- 3 be responsible and held liable for all program-related activities of the subcontractor.
- 4 23. DMV shall charge the Firm a fee, as determined by DMV and established by regulation, which is
- 5 sufficient to defray the actual costs incurred by DMV for administering and evaluating the Firm's
- 6 testing and training programs and for carrying out any other activities deemed necessary by DMV
- 7 to assure sufficient training and testing of the drivers participating in the program.
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- 9 of California.
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- 12 this Agreement.

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City of Redlands
FIRM'S NAME
96
95EN12-0-73
EMPLOYER NUMBER

Dated: Dec. 19, 1995
JAN 24 1996

By: *Michael Sepulveda*
FIRM'S AUTHORIZED ADMINISTRATOR
By: *Kathryn Howard*
AUTHORIZED REPRESENTATIVE
EMPLOYEE TESTING PROGRAM UNIT
DEPARTMENT OF MOTOR VEHICLES

Kathryn Howard
Per phone call 3-15-96

DEPARTMENT OF MOTOR VEHICLES

P.O. BOX 944278
SACRAMENTO, CA 94244-2780

(916) 657-7830



Do not destroy this letter. 073

Employer Number 96EN12-00-023

Expiration Date December 01, 1996

City of Redlands
P. O. Box 3005
Redlands, CA 92373

ATTN: Michael Sepulveda, Manager

Your application for an Employer Number has been approved. The assigned Employer Number for your company is shown above. It is essential that this number be used when completing Certificate of Driving Skill (DL-170) for bona fide employees of your company **only**.

If the number of vehicles leased or owned by you falls below the minimum required, your Employer Number will be cancelled. It is your responsibility to maintain a minimum number of vehicles for the duration of the Employer Number.

The Employer Number is also to be used by all terminals listed on your Employer Testing Program Application (DL 520) that have the driver testing and training program.

The Certificate of Driving Skill (DL-170) will be accepted only when signed by those authorized representatives who have "Signature Cards" (DL 520A) on file with this department. Enclosed are duplicate signature cards for your records. If the person whose signature appears on this card leaves your employ, you must return it to this department. All Signature Cards (DL 520A) must be signed by you on the line indicated for Administrator's signature. An officer, agent, or employee of the firm may not act as examiner or signer for his or her own relative or supervisor.

The required drive test must be conducted by an examiner who holds a valid California Class A or Class B driver license of the type appropriate for the test vehicle, who has a satisfactory driving record and who is not on probation for negligent operation of a motor vehicle.

For complete guidelines, please refer the Employer Testing Program Agreement (DL 520B). The Employer Testing Program Handbook (DL 533) should be reviewed for program information.

Thank you for your cooperation as well as your efforts to make California highways safe.

EMPLOYER TESTING PROGRAM UNIT

Kathryn Howard, MVT

November 29, 1996

Enclosures

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