



City of Idaho Falls Vehicle Use Policy

Effective Date: December 18, 2014

1) **PURPOSE**

- A. This Policy outlines the use of vehicles for work used on behalf of the City of Idaho Falls.
- B. Operators of City-owned or leased motor vehicles shall always drive safely, legally and courteously, remembering that they are directly responsible for maintaining both City-owned property and public trust.
- C. Employees are expected to operate vehicles safely. It is the policy of the City of Idaho Falls to provide a safe working environment that protects our employees and our citizens from injury and property loss.
- D. This policy applies to all employees who operate vehicles on City business. These drivers will be referred to as “employee drivers” and will be reviewed by managers and supervisors to ensure full implementation and compliance.

2) **USE**

- A. Vehicles owned or leased by the City of Idaho Falls are to be used for the functions of the City. Personal use, or any other use unrelated to City business must be authorized by the Mayor, City Council, or Division Director over the respective Division.
- B. The Division of Municipal Services is entrusted with the care of the City vehicles and may assign that responsibility to an employee.
- C. Some employees may be assigned a vehicle that is driven home; such personal use if allowed may be a taxable benefit. In this case, an Employer Provided Vehicle Personal Usage Report must be filled out on a monthly basis if vehicle is taken home. (See Attachment “A” to this Policy)

City Owned Vehicles

Employees must be authorized by their supervisor to operate a City vehicle.

Vehicles over 26,000 gross vehicle weight, Buses and Vans over 15 passengers requires a commercial driver’s license (CDL).

Personal Vehicles on City Business

Each employee who drive their personal vehicle on City business are subject to the requirements of this policy including:

- 1) Maintaining auto liability insurance with minimum state limits.
- 2) Providing proof of liability insurance to the Division of Municipal Services, as needed.
- 3) Maintaining vehicle in a safe operating condition when driving on City business.

3) **ASSIGNED OR PERMISSIVE DRIVERS**

- A. Each employee assigned to a City vehicle or employees who operate a City fleet vehicle is required to have a valid Driver's License. Should an employee's Driver's License expire, be revoked, or suspended, the employee shall immediately notify his or her supervisor promptly. At the time of suspension, the employee's City vehicle-use privileges will be suspended until the employee's Driver's License has been fully restored and validated.
- B. Only authorized employees of the City may operate a City fleet vehicle.
- C. Each employee assigned or permitted to operate a City vehicle shall be responsible for the following:
 - 1. Proper and safe operation of the vehicle.
 - 2. Ensuring that service and maintenance of the vehicle is done in accordance with the manufacturer's recommendations.
 - 3. Participating in vehicle safety and defensive driving training as required by the City of Idaho Falls.

4) **CITY OF IDAHO FALLS POLICE CAR-PER OFFICER PROGRAM USE**

- A. Each officers participating in the take-home vehicle program will be assessed a monthly fee based upon review of economic factors i.e., gas prices, etc. Each officer who is assigned a permanent take-home vehicle will sign a payroll deduction card (See Attachment "B" to this Policy) that allows the Controller's office to deduct the determined amount on the first pay day of the month. (See Attachment "C," Cost Allocations to this Policy).
Officers who elect not to sign the payroll deduction care will forfeit the use of a take-home vehicle.
- B. The City will insure the vehicle, and all passengers in the vehicle, regardless if the employee is on-duty or off-duty, under the current insurance system. Officers should be reminded that if they operate the vehicle outside of department policy (i.e., driving the police vehicle after drinking alcoholic beverages), the liability could ultimately fall back on the individual officer.
- C. The take-home vehicle privileges may be forfeited by order of the Chief of Police for matters of abuse or misuse of the vehicle by the officer.
- D. If an officer is suspended, the officer is prohibited from operating the vehicle for the entire period of time of the suspension.

5) **DRIVER EVALUATION**

Each employee will be evaluated and selected based upon their driving ability. To evaluate employees as a driver, management may;

- A. Review past driving performance and work experience through reference checks with previous employers.
- B. Review the employee's Driver's License Record (DLR).
- C. Ensure the employee has a valid Driver's License.
- D. Ensure the employee is qualified to operate the type of vehicle he/she will be driving.

6) **SEATBELT USE**

Except as authorized herein, all drivers and passengers are required to utilize seatbelts, as mandated by law. Exception: Sworn Law Enforcement Officers may dispense with wearing safety restraints in specific tactical situations or when it reasonably appears that, due to unusual circumstances, wearing a seatbelt would hinder rather than increase safety (Idaho Code 49-673(2)(b)).

7) **MOBILE COMMUNICATION DEVICE, CELL PHONE AND COMPUTER USE**

The driver of a City vehicle, or any other vehicle being used for City business, is prohibited from using a mobile communication device, cell phone, or computer of any type while the vehicle is in motion. A driver must be safely parked before using phone or mobile computer equipment. A mobile communication device is defined as "a text messaging device or a wireless two-way communication device designed to receive and transmit voice or text communication." This does not apply to City work-related two-way radios. Exception: Sworn Law Enforcement Officers may use mobile communication devices in specific tactical situations.

8) **SMOKING PROHIBITED IN VEHICLES**

Smoking is expressly prohibited in all City vehicles.

9) **IMPAIRED DRIVING**

The driver shall not operate a vehicle when his/her ability to do so is impaired or influenced by: alcohol, illegal drugs or other illegal substances, prescribed or over-the-counter medication; or illness, fatigue or injury.

The employee driver is obligated to report to his/her supervisor any reason that may affect his/her ability to drive safely.

10) **PROOF OF INSURANCE**

Employee drivers must make sure that the current insurance card is kept in the vehicle at all times.

11) **ACCIDENT REPORTING**

A. In the event of an accident, the driver shall, when possible, first check on the safety and welfare of all persons involved and seek immediate medical attention should it be required for themselves or others. If possible, move the vehicle to a safe location out of the way of traffic.

B. Drivers shall always have a police officer investigate any accident that involves a City vehicle. This will help ensure that the City of Idaho Falls is protected from unwarranted claims. Do not discuss fault with or sign anything from anyone except for a police officer, a representative from ICRIMP, your supervisor, or an authorized representative of the City of Idaho Falls.

C. A driver shall notify their supervisor as soon as possible of the accident and report the extent of the injuries and property damage involved by completing the City Accident Report with the Division of Municipal Services.

D. Every driver shall cooperate fully with ICRIMP Claims Department in the handling of the claim.

12) **TRAFFIC VIOLATIONS**

All fines and other criminal penalties due to violations of the law by the driver are the personal responsibility of the driver of any City vehicle. These costs are not reimbursable by the City and must be paid promptly by the driver.

13) **VEHICLE MAINTENANCE AND REPAIR**

A. If the City vehicle is in need of repairs, it should be taken to the City Equipment Maintenance Facility for repair.

B. Prior to proceeding with major repairs or major maintenance needs, the driver must have approval from their supervisor and then schedule the necessary repairs with the Division of Municipal Services.

14) **VEHICLE ASSIGNMENT AGREEMENT**

City employees that operate or drive a City Fleet Vehicle, must sign the attached Vehicle Assignment Agreement (Attachment “D” to this Policy).

Each Division will be responsible for ensuring that each employee has a signed copy in their personnel file.

**City of Idaho Falls
Employer Provided Vehicle
Personal Usage Report**

Name _____ Vehicle # _____ Employee # _____

Dept. Code _____ Month _____, 20__

| <u>Remarks</u> | <u>Date</u> | <u>Personal Commute</u> (see instructions below) |
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Note: City vehicles are not allowed for personal purposes, other than for required commuting or de minimis personal use (such as a stop for personal errands on the way between a business usage and the employee's home). Personal use of a vehicle means anything other than driving to, from, or for City work. Driving a City vehicle to a secondary job within the City is considered personal use.

| | |
|--------------------------------|----------|
| Total (one-way) Trips | _____ |
| I.R.S. approved commuting rate | \$ 1.50 |
| Value of use | \$ _____ |

Signature

Date

Approved

Instructions: If the vehicle makes a round trip (to home and back to work) without any significant work performed, put a '2' by each day. If the vehicle is taken home, but begins work the next day before returning to the office, put a '1' by such days.

Attachment "A"

PAYROLL DEDUCTION AUTHORIZATION

I, _____, hereby authorize the City of Idaho Falls, Idaho to withhold from my paycheck \$_____ each month for the CARS for the Community Program.

I live Inside/Outside the City limits and will/will not use the vehicle for personal use.

I understand that this will occur automatically with \$_____ being withheld the first (1st) payday of each month, beginning _____, (Month) _____.

(Year)

Signature

Date

Attachment "B"

CAR PER OFFICER PROGRAM

| <u>If You Live</u> | <u>Your Payroll Deduction</u> |
|--|---|
| Within City Limits/no personal use | Zero Cost |
| Within City Limits and personal use | \$25.00 per month |
| Outside City Limits/no personal use | \$2.71 per mile per month |
| | (Note: One-way mileage is measured from the officer's residence to the City limit line on the route the officer takes.) |
| Outside City limits/Personal Use | \$2.71 per mile per month plus \$25.00 per month |
| Outside the 12 mile radius without an exception and only use for City work | Zero Cost |
| Outside the 12 mile radius without an exception and use for secondary employment | \$25.00 per month |

NOTE:

- 1) The mileage from the City limits is only relevant for the purposes of the monthly amount paid. Per IFPD policy 03-09-04.01: "Unless an exception is made by the Chief, only officer living within a 12 mile radius of First Street and Boulevard will eligible for the program."
- 2) For the purposes of this SOP, "Personal Use" means anything other than driving to, from, or for City work. Driving a City vehicle to a secondary job within the City is considered "Personal Use."

Attachment "C"

VEHICLE ASSIGNMENT AGREEMENT

The undersigned hereby acknowledges receipt of City-owned or City insured vehicle. I understand that this City vehicle is to be regularly maintained and serviced according to the service schedule outlined in the owner’s manual.

Further, I agree that this vehicle, shall be operated in a safe manner and in compliance with the City’s Vehicle Use Policy. I agree to be responsible for all traffic and parking violations that occur while the vehicle is assigned to me.

I understand conditions of this vehicle assignment agreement apply regardless of who is operating this vehicle.

I agree to promptly report all accidents or incidents resulting in injury or damage to the vehicle or other property, no matter how slight.

I understand I am required to maintain a valid Driver’s License. Further, I herewith grant _____ the right to investigate my driver’s license record any time. My current Driver’s License is issued from the State of _____ and is License Number _____.

I understand the operation of this vehicle in a safe operating condition is my sole, individual responsibility. If this vehicle becomes unsafe, it is my responsibility to notify my superiors immediately.

I have read and agree to the provisions of this vehicle assignment agreement and the requirements of the City’s Vehicle Use Policy.

Print Full Name

Signature

Date

Attachment “D”