# Leon County Cellular Phone Allowance Agreement

Name: _____

Title: _____ Cell # _____

Department: _____ Service Provider _____

This Agreement is entered into between Leon County, Florida hereinafter referred to as the "County" and, _____ hereinafter referred to as "Employee," on the_____ day of _____, 20__.

WHEREAS, the County desires to provide the tools to help contact County Officials and employees when they are needed; and

WHEREAS, County Officials and employees have indicated a desire for the County to provide an allowance for the use of their non-county issued phone for County business;

NOW, THEREFORE, in consideration of the terms, conditions, and performance requirements contained herein, the parties hereto agree as follows:

A. **THE COUNTY OFFICIAL OR EMPLOYEE SHALL:**

1. Provide the County their cell phone number and allow it to be published and used for county business.
2. Agree to assume full responsibility for any and all cost associated with cellular phone service, including county related matters.
3. Pay for any installation charges and any equipment needed, which will remain the property of the employee.
4. Notify in writing the appropriate division director if at anytime the employee disconnects their personal cellular phone service for any reason or for any length of time.
5. Not hold the County responsible for the loss of, or damage to, an employee owned cellular phone.
6. Fully indemnify, release and hold harmless the County for any monetary cost or claims of any nature arising out of this cellular phone agreement.

B. **THE COUNTY SHALL:**

1. Authorize the County Official or employee to receive an allowance.
2. Provide an allowance to said County official or employee at a rate to be determined by the County Administrator in accordance with County Policy.

C. **TERM:**

1. The term of Agreement shall begin on _____, 20___ and shall automatically renew annually unless terminated according to the provisions herein.

D. **TERMINATION:**

1. Termination of Convenience. Either party may terminate the Agreement immediately upon written notice to the other party.
2. Termination for Cause. If the party fails to perform in the manner called for in this Agreement, or if the fails to participate actively with the County or does not maintain an acceptable performance evaluation, the County may terminate this Agreement.
3. Termination of employment with Leon County. If the party terminates his/her employment with Leon County all allowance costs cease.

I hereby certify by my signature that I have been provided a copy of the County policy for Cellular Phones; that I have read and understand the requirements contained therein; and that I agree to comply with the requirements of County policy, as may be amended.

Employee Signature_____ Date: _____

**Approved By:**

Division Supervisor: _____ Date: _____

Group Director: _____ Date: _____

County Administrator: _____ Date: _____

Please submit completed agreement to the Purchasing and Human Resources Division.

Revised 4/01/04