Board of County Commissioners
Leon County, Florida

Policy No. 04 -3

Title:	Cellular Phones: Authorization; Issuance; and Usage
Date Adopted:	September 14, 2004
Effective Date:	October 1, 2004
Reference:	N/A
Policy Superseded:	Policy No. 96-3 – Cellular Phones; Pagers and 2-Way Radios

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It shall be the policy of the Board of County Commissioners of Leon County, Florida, that: Policy No. 96-3, adopted by the Board of County Commissioners on February 13, 1996 is hereby repealed and superseded and a new policy is adopted in its place, to wit:

A. Authorization and Issuance:

1. Cellular phones, owned, or leased, by the County, or cellular phone allowances may only be issued to the following County personnel:
   a. County officials or employees who job responsibilities require the use of such technology for the efficient provision of County services, or for the safety of employees in the provision of County services;
   b. County officials or employees whose job requirements include emergency response or on-call duties;
   c. Other personnel as approved by the County Administrator.
2. All purchases of such technology shall be approved, in advance, by the receiving department and/or division director.
3. The provisions of this policy shall not apply to County Commissioners, the County Administrator, or the County Attorney.

B. County Issued Cellular Phones:

1. **Usage**
   a. All County officials or personnel shall be required to sign a "Usage Agreement" with the County which shall denote the receipt of the technology and understanding of the usage guidelines.
   b. The Purchasing Division will serve as Contract Administrator for the County Cellular Phone Program and administer cell phone provider contracts and employee "Usage Agreements'.
   c. All County Officials or employees shall use this technology primarily for County related business. However, if such employee makes or receives a personal call on a County-issued cellular phone, then that employee is required to pay for all calls above 30 minutes per month to the County.

Employees in such circumstances are required to assist the cellular phone representative for their Department/Division in differentiating between business-related and personal calls, and to remit the full amount owed for personal calls in excess of 30 minutes within 30 days of first notification. Reimbursements shall be made at the pooled package rate per minute. A copy of the invoice highlighting personal calls indicating a total for each month and a check payable to Leon County Board of County Commissioners shall be submitted to the respective department for all personal calls exceeding 30 minutes per month. The actual cost of all personal long distance calls shall be reimbursed to Leon County regardless of the number of personal minutes allowed each month.

d. County Reserves the right to monitor and audit the use of all County issued cellular phones.
e. Reasonable precautions should be made to prevent theft and vandalism.
f. Cellular phones should not be used when a less costly alternative is safe, convenient, and readily available.
g. All expenses for the use of such technology by the County for County related use shall be paid from the operating budget of the receiving department or division.

2. Monitoring and Control:

a. By reviewing monthly schedules of cell phone activity, immediate supervisors and department/division heads should monitor the use to insure they are being used appropriately.
b. Each user shall review monthly service billings to determine and remit, as appropriate, a payment at the pooled package rate per minute per call that is of a non-county related purpose.
c. Inappropriate use of cell phones shall be reported to respective department head and dealt with according to Leon County Personnel Policies and Procedures.
d. The Purchasing Division will provide an annual report of cell phone activity which includes cost, minutes used, and other pertinent information to assist in the monitoring and control of cell phone usage within the County.

3. County Officials, Employees and/or Department/Division Responsibilities:

a. Those County Officials and employees who are issued a cellular telephone shall be responsible for the operation, condition and security of that telephone while it is in their possession. The County Official or employee shall take all necessary precautions to ensure that the telephone is not subjected to conditions that would adversely affect the telephone or for which it was not designed.
b. Each department shall be responsible for maintaining an inventory tracking mechanism for each cell phone purchased by their department.
c. A master inventory of all cellular phones will be maintained by the Purchasing Division. The information for the master inventory will be furnished by the respective departments to the Purchasing Division.

d. Each department shall be responsible for maintaining sign out sheets for temporary reassignments of equipment. This should be tracked at the division and/or department level.

e. Upon termination of employment or upon the termination of tenure in office with Leon County, it shall be the responsibility of the County Official or employee to whom a cellular phone is assigned to return said phone to their supervisor or to the County Administrator prior to their last date of employment or service in office. Failure to do so may result in the cost of the phone being withheld from the said County Officials and employee's final paycheck until such time as said cellular phone is returned to Leon County.

C. Cellular Phone Allowance:

1. As an alternative to using a County-issued cellular phone, authorized County Officials and employees, as determined by the County Administrator or County Attorney, may receive a monthly allowance on their non-county owned or leased cellular phone if it is appropriately used for County related business. If a County Official or employee is approved for this option, the County Official or employee must provide the County their cell phone number to be used for County business and sign a Cellular Phone Allowance Agreement. The County will not be responsible for the loss of, or damage to, employee-owned cellular phones. The County Administrator reserves the right to discontinue the cell phone allowance of any previously authorized employee.

2. **Authorization**
   Those individuals who are authorized by the County Administrator or County Attorney to participate in the County's Cell Phone Allowance Program include: County Commissioners, Commission Aides, Group Directors, Assistant To Group Directors, appropriate Division Directors and others as determined by the County Administrator. Special exceptions will be approved by the County Administrator or County Attorney or their designee.

3. **Rate**
   The cellular phone allowance rate will be established by the County Administrator, and may be based upon comparable industry standards for cell phone service or on the standard basic service level rates and minutes provided for County issued phones from an approved County Cell Phone Provider.

Revised 9/21/04

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Leon County Board of County Commissioners
COUNTY ISSUED CELLULAR TELEPHONES
USAGE AGREEMENT CERTIFICATION
POLICIES/RESPONSIBILITIES

COUNTY OFFICIAL/EMPLOYEE CERTIFICATION

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 the policy as now written or amended in the future.

Name of Authorized User: _____

Signature of Authorized User_____ Date: _____

Name of Division _____

Cellular Phone: Mfr_____ Model_____

Serial #_____ Cellular Phone #_____

Approved By:

Division Director's Signature _____ Date: _____

Group Director's Signature _____ Date: _____

Please submit completed agreement to the Purchasing Division.

Revised 9/21/04

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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.

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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.

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