

## **Board of County Commissioners Leon County, Florida**

### **Policy No. 04 - 3**

Title: Wireless Communication Devices: Authorization; Issuance; and Usage

Date Adopted: May 8, 2012

Effective Date: May 8, 2012

Reference: N/A

Policy Superseded: Policy No. 96-3, "Cellular Phones; Pagers and 2-Way Radios", adopted 1996; Policy No. 04-3, "Cellular Phones: Authorization; Issuance; and Usage", adopted September 14, 2004; Policy No. 04-3 "Wireless Communication Devices: Authorization; Issuance; and Usage", adopted October 10, 2006

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It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 04-3, amended by the Board of County Commissioners on October 10, 2006 is hereby repealed and superseded and a revised policy is adopted in its place, to wit:

**A. Authorization; Issuance; Definitions:**

1. Wireless communication devices, owned, or leased, by the County, or wireless communication devices allowances may only be issued to the following County personnel:
  - a. County officials and employees whose 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 and employees whose job requirements include emergency response or on-call duties;
  - c. Other personnel as approved by the County Administrator.
2. Wireless communication devices shall include but not be limited to laptops and tablets (such as iPads<sup>®</sup>) with wireless services, cellular phones, pagers, handheld devices (such as iPhones<sup>®</sup>, Androids<sup>®</sup>, and the Blackberry<sup>®</sup>) and all accompanying accessories. All purchases of such technology shall be approved, in advance, by the receiving department and/or division director.
3. Electronic communications shall include communications utilizing non-Novell GroupWise e-mail, instant messaging, text messaging (such as SMS, Blackberry, PIN, etc.) multimedia messaging (such as MMS), chat messaging, social networking (such

as Facebook, Twitter, etc.), or any other current or future electronic messaging technology, regarding County business.

**B. County-Issued Wireless communication devices:**

**1. Usage**

- a. All County officials and employees shall be required to sign a “Usage Agreement” with the County, which shall denote the receipt of the wireless communication device and understanding of the usage guidelines.
- b. The Management Information Services (MIS) Division shall serve as contract administrator for the county wireless communication device program and administer wireless provider contracts and personnel “Usage Agreements”.
- c. All County officials and employees shall use a County-issued wireless communication device primarily for County related business. Any charges generated by personal usage shall be reimbursed to the County within thirty (30) days of notification.
- d. Any purchase of an application or content and any overage charges on data plan bills generated by personal usage shall be reimbursed to the County within thirty (30) days of notification.
- e. County-issued wireless communication devices are to be used primarily to facilitate County business. Reasonable personal use is permitted consistent with the provisions of this Policy. Non-County business related e-mail and Internet usage is permitted, provided such use is brief, does not interfere with work, does not subject the County to any additional costs, and is otherwise consistent with the requirements set forth herein.
- f. County-issued wireless communication devices shall not be used to send or receive electronic communications regarding County business unless or until there is a consistent, guaranteed and County approved method to capture and retain all such electronic communications in accordance with public records requirements. Therefore, electronic communications features or capabilities may be disabled from County-issued wireless communication devices through the vendor. Exceptions hereto may be approved by the County Administrator or authorized designee for emergency, critical operations and public safety uses. Electronic communications regarding County business for such uses identified above shall be documented to fully comply with public records requirements and retention schedules.
- g. County reserves the right to monitor and audit the use of all County-issued wireless communication devices.
- h. Reasonable precautions should be made to prevent theft and vandalism.
- i. Wireless communication devices should not be used when a less costly alternative is safe, convenient, and readily available.

- j. All expenses for the use of such wireless communication devices by County officials and employees 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 wireless communication device 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 contract rate per minute per call that is of a non-County related purpose in accordance with Section B.1.c.
- c. Inappropriate use of County-issued wireless communication devices or any violations of the provisions of this Policy shall be reported to the respective department head and dealt with according to Leon County Personnel Policies and Procedures.

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

- a. Those County officials and employees who are issued a wireless communication device shall be responsible for the operation, condition, and security of that device while it is in their possession. The County official or employee shall take all necessary precautions to ensure that the device is not subjected to conditions that would adversely affect the device or for which it was not designed.
- b. County-issued wireless communication devices are not to be used while operating a vehicle, unless the employee is utilizing a hands free adapter on the wireless device and traffic conditions warrant the safe utilization of the hands free option.
- c. Each department shall be responsible for maintaining an inventory tracking mechanism for each wireless communication device purchased by their department.
- d. A master inventory of all wireless communication devices will be maintained by the MIS Division. The information for the master inventory will be furnished by the respective departments to the MIS Division.
- e. 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.
- f. Upon termination of employment or upon the termination of tenure in office with the County, it shall be the responsibility of the County official or employee to whom a wireless communication device is assigned to return said device 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 device being withheld from the County official's or employee's final paycheck until such time as said wireless communication device is returned to the Leon County.

**C. Wireless Communication Device Allowance:**

1. As an alternative to using a County-issued wireless communication device, 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 wireless communication device 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 wireless communication device telephone number to be used for County business and sign a Wireless Communication Device Allowance Agreement. The County will not be responsible for the loss of or damage to, employee-owned wireless communication devices. The County Administrator reserves the right to discontinue the wireless communication device 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 Wireless Communication Device 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 wireless communication device allowance rate will be established by the County Administrator, and may be based upon comparable industry standards for wireless communication device service or on the standard basic service level rates, minutes, and features provided for County issued wireless communication devices from an approved County wireless communication device service provider.

**D. Violation of Policy:**

Any County employee found to be in violation of any provision of this Policy shall be subject to disciplinary action, up to and including dismissal, and civil and criminal liability.

*Revised 5/8/2012*

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**Leon County Board of County Commissioners**  
**COUNTY ISSUED WIRELESS COMMUNICATION DEVICE**  
**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 wireless communication devices; 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 \_\_\_\_\_

Wireless communication device: Mfr \_\_\_\_\_ Model \_\_\_\_\_

Serial # \_\_\_\_\_ Wireless Telephone # \_\_\_\_\_

**Approved By:**

Division Director's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Group Director's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Please submit completed agreement to the MIS Division.

## Leon County Wireless Communication Device 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 wireless communication devices 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 wireless telephone number and allow it to be published and used for County business.
2. Agree to assume full responsibility for any and all costs associated with the wireless communication 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 wireless communication 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 wireless communication device.
6. Fully indemnify, release, and hold harmless the County for any monetary cost or claims of any nature arising out of this wireless communication device agreement.
7. Be responsible for compliance with public records laws.

**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 this Agreement shall begin on \_\_\_\_\_, 20\_\_ and shall automatically renew annually unless terminated according to the provisions herein.

**D. TERMINATION:**

1. Termination for 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 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 wireless communication devices; 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 MIS and Human Resources Division.

*Revised 5/8/2012*