



**WHATCOM COUNTY**  
**EXECUTIVE ORDER 96-04**

**Cellular Phone Policy**

**WHEREAS**, the County desires to provide the means to help contact its employees when they are needed and to create an Emergency Communications Network; and

**WHEREAS**, the County and its employees share a common interest in making supplementary communications systems available to the employees to the advantage of both parties; and

**WHEREAS**, the cellular telephone vendors have provided the County and its employees with an opportunity to access a corporate cellular program that is similar and consistent with other public organizations and private businesses throughout the state of Washington.

**NOW, THEREFORE, BY VIRTUE OF THE POWER VESTED IN ME BY THE HOME RULE CHARTER FOR WHATCOM COUNTY, I HEREBY ORDER, EFFECTIVE IMMEDIATELY, IMPLEMENTATION OF THE ATTACHED "WHATCOM COUNTY CELLULAR PHONE POLICY."**

Dated this \_\_\_\_ day of October, 1996

\_\_\_\_\_  
Pete Kremen, Whatcom County Executive

# WHATCOM COUNTY CELLULAR PHONE POLICY

Page 1

Issued October 15,  
1996

## I. PURPOSE

The purpose of this policy is to establish guidelines and procedures for the County's cellular telephone acquisition, use of County-owned cellular telephones and use of personal cellular telephone service by County employees enrolled in the Whatcom County Emergency Communications Network Program, hereinafter referred to as the ECN Program.

## II. SCOPE

This policy applies to all Whatcom County employees who either use a County-owned cellular telephone or who are enrolled in the ECN Program.

## III. POLICY STATEMENT

There are two options available to Whatcom County and its employees for acquiring cellular telephones and subscribing to cellular service.

- A. **County Purchase.** The County may purchase cellular phones and/or subscribe to cellular phone service for employees to make business-related calls, or
- B. **Employee Purchase.** An employee may individually purchase cellular telephone equipment for personal use of cellular service under the ECN Program.
  - 1. The County shall have no direct involvement in individual purchases or the acquisition of employees' personal telephone equipment.
  - 2. Appropriate authorizations forms must be completed and approved prior to subscription to cellular service under this plan.

## IV. COUNTY-OWNED CELLULAR TELEPHONES

- A. **On-the-Job Use.** The County, through its various offices or departments may purchase cellular telephones for use by employees during the performance of authorized job duties. Cellular telephone usage shall be solely for County business-related calls.
- B. **Policy Application.** This policy applies to all employees who use County-owned cellular phones, whether the employee is assigned a specific

telephone or merely has access to and occasionally uses a County-owned cellular phone.

- C. Purchase Decision.** The decision to purchase a cellular phone for an employee lies with the employee's department head.
- D. Purchasing Policies.** Purchases of equipment shall be made pursuant to Whatcom County Purchasing Policies and Procedures.

## WHATCOM COUNTY CELLULAR PHONE POLICY

### Page 2

Issued **October 15,**  
1996

- E. Use of County Telephones.** County-owned cellular phones and services shall be used exclusively for County business. Non-County business calls are allowed only in cases of emergencies or as may be required to provide minimal notifications to family members of work required delays.
- F. Least Cost Alternative.** Cellular phones should not be used when a less costly alternative is safe, convenient and readily available.
- G. Monitor Use.** The County reserves the right to monitor the use of all County-owned cellular phones.

### **V. EMERGENCY COMMUNICATIONS NETWORK PROGRAM**

Whatcom County employees may subscribe to cellular telephone service for personal use through the ECN Program. This program is based on a mutually beneficial relationship between the employee and the County.

- A. Program Procedures.** Employees interested in participating in the ECN Program must follow these procedures:
  - 1. Obtain the following from Administrative Services Finance office:
    - A. Whatcom County Cellular Phone Policy
    - B. Whatcom County Employee Personal Use Cellular Agreement
  - 2. Employee shall request that their department head review and sign the Agreement. Upon the department head's verification of the employee's eligibility to participate in the ECN program as outlined in the Agreement, the department head shall sign and return the Agreement to the employee.
  - 3. Employee shall contact a participating vendor for service, providing them with the original signed Agreement.
  - 4. Employee shall return their completed original Agreement to Administrative Services Finance office within ten (10) days of their service start date. Failure to do so will result in the termination of the both the agreement and the service.
- B. Service Limitation.** The employee may subscribe to service for a maximum of two cellular telephones under this program.

1. The service subscription must be in the employee's name and shall be the sole responsibility of the employee.
2. Enrollment in the ECN Program shall be restricted to the employee and the employee's immediate household.

## WHATCOM COUNTY CELLULAR PHONE POLICY

### Page 3

Issued October 15,  
1996

- C. Emergency Communications Network.** Under this program, employees are eligible for the government air-time rate. In exchange for receiving the government air-time rate, the employee agrees to make him or herself (subject to applicable Union rules) and/or his **or** her cellular phone available to the County in case of emergency, thus creating an Emergency Communications Network.
- D. Limited Reimbursement.** In general, County business-related calls placed on an employee-owned personal cellular phone will not be considered a reimbursable expense, unless approved in advance by the department head or authorized designee. The department head shall have discretion to approve reimbursement for other calls where pre-approval was not reasonably possible.
- E. Loss of Equipment.** The County is not responsible for the loss or theft of, vandalism or damage to employee owned cellular phones, except in cases of Emergency Communications Network usage.
- F. Payment of Billing.** Employee personal cellular telephone bills must be paid on time.
- G. Credit Card Billing.** The County may require employees to pay for their personal cellular service by way of credit card, which the employee provides to the vendor.
- H. Billing Review.** The County will receive and review monthly cellular phone company billing summaries which will be reviewed to ensure timely billing payments and indication of abuse of program guidelines or of services.
- I. Termination of Participation.** At any time, in the event that the relationship no longer provides a benefit to the County, an employee's enrollment in the ECN Program may be revoked.

  - 1. The County reserves the right to cancel, at its discretion, any employee's personal line of service (air-time) that is not paid within 60 days of its initial due date and to collect the total amount due from the employee by deducting it from the employee's paycheck, for payment to the cellular phone company on the employee's behalf.

2. In the event that an employee's personal cellular service is cancelled due to delinquency, their agreement with the County is also cancelled for a period of no less than one year. At the end of one year, the employee may reapply for service, as outlined in this policy.
3. The County may terminate an employee's personal line of service (air-time) with the cellular phone company for failure to pay their cellular telephone bills promptly as described above.
4. The County will terminate an employee's personal line of service (air-time) upon notice of termination of employment with the County.

**WHATCOM COUNTY CELLULAR PHONE POLICY**

Issued October 15, 1996

5. The County reserves the right to terminate an employee's personal line of service (air-time) at any time, at its sole discretion.

**VII. SECURITY OF TRANSMISSIONS AND EQUIPMENT**

**A. Transmissions.** Certain cellular transmissions may not be secure. Employees should use discretion when relaying confidential information via unsecured cellular telephones.

**B. Theft.** Reasonable precautions should be made to prevent theft or vandalism of County-owned equipment. All reasonable efforts shall be made to recover lost or stolen County-owned equipment.

1. Loss or theft of County-owned equipment shall be reported to department's management without undue delay.
2. Upon notification, management shall report any theft of County-owned equipment to appropriate law enforcement agency and to the cellular phone service vendor.

**VIII. DURATION OF POLICY**

The general policy shall remain in effect until revised, superseded or revoked by order of the County Executive or his administrative designee.



## **WHATCOM COUNTY EMPLOYEE PERSONAL USE CELLULAR TELEPHONE AGREEMENT**

**THIS AGREEMENT** is entered into between Whatcom County, hereinafter referred to as the "County" and the employee named on page two, hereinafter referred to as "Employee," on the day of the execution of this agreement.

### **WITNESSETH:**

**WHEREAS**, the County desires to provide the means to help contact its employees when they are needed and to create an Emergency Communications Network; and

**WHEREAS**, the County and its employees share a common interest in making supplementary communications systems available to the employees to the advantage of both parties; and

**WHEREAS**, the cellular telephone vendors have provided the County and its employees with an opportunity to access a corporate cellular program that is similar and consistent with other public organizations and private businesses throughout the state of Washington.

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

### **THE EMPLOYEE AGREES TO:**

1. Read, acknowledge and agree to comply with all elements of the Whatcom County's Cellular Phone Policy and to fully indemnify the County from all costs associated with personal cellular telephone purchase, ownership installation and/or use.
2. Make themselves available as a "deplorable emergency worker" that will respond with the employee's personal cellular telephone and participate in any necessary capacity in the event of a public emergency, as declared by the County Executive or his designee.
3. Assume full responsibility for all costs associated with personal use of cellular phone service during non-employer directed periods and to pay all billings promptly.
4. Be responsible for any installation charges and any equipment needed, which will remain the property of the employee.
5. Acknowledge that this Program is available only due to a mutually beneficial relationship between the County and the Employee and that it may be revoked at any time by the County without notice or stated cause to the employee.

### **THE COUNTY AGREES TO,**

1. **Authorize qualified employees to participate in the Whatcom County Emergency Communications Network Program. (See *EMPLOYEE QUALIFICATION FOR PROGRAM PARTICIPATION* on page 2 for list of qualification criteria.)**

2. Authorize vendor's billing to be mailed to the employee at his or her County work address and be the responsible party of record for cellular telephone service through the cellular phone service provider
3. To address necessary County-employee-vendor issues in the interest of all interested parties to ensure acceptable levels of service.

## **DURATION OF AGREEMENT**

The term of Agreement shall begin upon the date of execution of this document and shall continue indefinitely, during the course of the Employee's employment by the County, unless terminated according to the provisions contained herein.

## **TERMINATION**

1. **Termination of Convenience.** Either party may terminate the Agreement immediately for any reason with written notice to the other party. The County may terminate this agreement by notifying the cellular phone service provider that the employee cellular phone number is no longer authorized to participate in the program, followed by written notice to the employee.
2. **Termination for Cause.** The County may opt to terminate this agreement immediately if an employee participant fails to perform in the manner called for in this Agreement or fails to meet the eligibility requirements or if the Service Provider fails to comply with any provision of the Agreement. Termination shall occur by notifying the cellular phone service provider that the employee's number is no longer authorized to participate in the program, followed by written notice to the employee.

## **AUTHORIZATION TO WITHHOLD FUNDS: INDEMNIFICATION**

1. In the event that the cellular phone service provider notifies the County that the Employee's account is past due by 60 days or more, by signing below, the Employee hereby authorizes the County to withhold from his or her paycheck, including any payment upon cessation of employment, amounts due to the cellular phone service provider, to be paid on Employee's cellular phone account until such time as all charges and obligations for service have been paid in full.
2. In order to comply with legal requirements of the applicable law(s) or to avoid an unlawful extension of credit, the County reserves the right to require that the employee cellular billings resulting from this program be billed directly to an acceptable credit card acquired and maintained by employee participants of this program. The County shall provide employee participants with written notification of the implementation of the credit card billing requirement either at the time of agreement execution or at least 30 days prior to the implementation of the credit card billing requirement for incumbent participants.

## **EMPLOYEE QUALIFICATION FOR PROGRAM PARTICIPATION**

The following is to be used by the County for determining whether the Employee is qualified to participate in the

Emergency Communications Network Program and enter into this Agreement:

- (a) Employee is a REGULAR full-time or REGULAR part-time employee of Whatcom County.
- (b) Employee has not been removed by the County from this program for any reason during the last twelve months.
- (c) Employee is NOT Extra Help.
- (d) Employee does not have temporary or seasonal employment status.
- (e) Employee has acceptable credit or adequate financial resources as determined by either the County or the service provider. All employees are deemed by the County to qualify under this subsection unless cause develops to indicate otherwise.
- (f) There is no abuse of this agreement.

## **LIABILITY**

1. The Employee agrees to hold the County, its officers and agents free from all liability or damages for any action taken or initiated in accordance with this Agreement or in administering this Agreement, the Employee Personal Use Cellular Telephone Program or the Emergency Communications Network Program.
2. Further, Employee hereby agrees to fully indemnify, defend, release, and hold harmless the County for any monetary costs or other claims or damages arising out of this Agreement or the activation, ownership and/or use of the cellular telephone.

## **JURISDICTION**

1. The Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

2. Any action or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Whatcom County, Washington.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the date indicated below.

COUNTY.

Signature of Department Head      Date

EMPLOYEE:

Signature of Program Participant      Employee Name (Please Print)

**For Vendor Use Only:** (Name of Vendor:      **NOTICE TO EMPLOYEE:**

Cell Phone # You must return this completed agreement to ADS Finance within 10 days of Service Start Date the service start date. Failure to do so will result in termination of your service.

**For ADS Finance** Office Use Only: Employee Number      Entered (initials)      Date

**Agreement - Page 2**