



TOWN OF DAVIE

Davie Town Hall: 6591 Orange Drive, Davie, Florida 33314 Phone: (954) 797-1000

CELLULAR STIPEND AGREEMENT

The purpose of this plan is to comply with federal and state regulations and streamline the recordkeeping and reimbursement activities. By signing below, and accepting the cellular stipend, I understand and agree to all the conditions outlined below:

1. I understand that my duties as a Town of Davie employee require me to have a phone. The Town of Davie will provide me a stipend to offset the cost of maintaining my own phone and plan from the carrier of my choice to assist me and my fellow employees in our work.
2. I understand and agree that I will not use my personal cell phone in an unsafe manner while at work or while operating a motor vehicle or other equipment provided by the Town.
3. I understand and agree that if I lose or damage the cell phone I must replace it immediately. I am responsible for paying for its replacement. As such all employees are strongly encouraged to purchase equipment insurance from their cellular carrier.
4. I understand I am responsible for the purchase of the cellular telephone equipment. Under no circumstances shall Town funds or a Purchasing Card be used to purchase Cellular Telephone Equipment which is used under this Stipend Plan.
5. I understand payment of the stipend will be made monthly on the first payroll of the month, as an addition to the employee's payroll check. The cellular telephone stipend is taxable income. Note that the stipend does not constitute an increase in base pay, and will not be included in any percentage calculations for increase to base.
6. Ending, changing, or cancelling a cell phone contract: If, prior to the end of the cell phone contract, a personal decision results in the need to end or change the cell phone contract, change carriers or devices, etc., the employee will bear the cost of any associated fees. This also applies if a Town decision results in the need to end the employee's stipend. **EXAMPLES:** The employee quits, and no longer wants to retain the current cell phone contract for personal purposes, the employee's supervisor has changed the employee's duties, and the stipend is no longer needed, or the employee is terminated from Town employment.
In no event will the Town assume any liability for the personally owned devices or contracts.
7. I am aware that the Town may review, audit, and inspect information residing in or transferred over the Town email systems (which includes Town email transmitted on personal cellular phones) at any time, with or without notice. I understand that using my personal cell phone does not necessarily exempt me from Public Records requests.
8. I agree to adhere to this Town of Davie Cell Phone Agreement regarding use of Town issued cell phones. This updated Agreement supersedes all previous cellular policies/agreements.
9. I understand and agree that in the event I do not adhere to any part of this agreement or the Town of Davie Cell Phone Policy, I may be subject to disciplinary action.

Agreed to this ____ day of _____, 20__ by:

Employee Printed Name

Employee Signature

Cell phone make/model: _____ Carrier: _____ Number: _____