



MAINTENANCE & SECURITY AGREEMENT

Cell Phone Stipend Program

Employee Name: _____ Department: _____

Position: _____ Cell Phone Number: _____

I wish to participate in the County of Tulare's Cell Phone Stipend Program ("Program") to facilitate the use of my personal cell phone to conduct County business in exchange for a monthly Cell Phone Stipend of \$55.00 ("Stipend"). I understand that my participation in the Program is subject to the approval of my Department Head or designee and I will not be entitled to receive the Stipend unless and until my Department Head or designee approves my participation by also signing this Maintenance & Security Agreement ("Agreement"). The Department Head or designee has the sole discretion in determining whether I am permitted to participate in the Program. This Agreement will have no effect unless signed by my Department Head or designee.

I understand my participation in the Program is completely voluntary and by participating, I acknowledge and agree to all of the following:

1. I may terminate this Agreement, and therefore, my participation in the Program at any time. I understand in that event, I will no longer receive my Stipend effective the first full pay period after I terminate the Agreement. Further, I will no longer have access to County data on my personal cell phone effective immediately.
2. My Department Head or designee may suspend or terminate this Agreement, and therefore, my participation in the Program at any time and for any reason. I acknowledge that I may simply be notified that my Stipend and access to County data on my cell phone will terminate on a specific date. I understand that my suspension or termination of the Program is not grievable, appealable, or contestable in any way.
3. I will possess and maintain a cell phone that will have voice and text messaging capabilities, and access to Internet. It is entirely my responsibility to ensure that my cell phone is functional and I am able to use it to effectively conduct County business.
4. I will be available by cell phone during my regularly scheduled working hours at the number I specified above. If my cell phone number changes, I will notify my supervisor as soon as possible.
5. I agree to allow the County's Information and Communications Technology Department (TCiCT) access to my cell phone for the sole purpose of installing, updating, and troubleshooting the County's management software which will allow me to access enterprise collaboration software related to County email, County instant messaging and video conferencing software, County collaboration and productivity tools, County phone calls and text messages, and County WiFi. I understand the management software will not have access to my personal data such as call and web browsing history, personal emails and text messages, contacts, calendar, passwords, pictures, files, and other applications in my personal profile. Further, location tracking will not be enabled.

6. I agree to use my cell phone to conduct County business appropriately, responsibly, and ethically. I agree to comply with all maintenance and security standards set forth by TCiCT, including those in TCiCT's most current Mobile Device Policy, as it may be revised from time to time. If at any time my cell phone does not comply with these maintenance and security standards, I agree to timely work with TCiCT to bring my cell phone into compliance. I understand that if I fail to do so, my Stipend may be suspended or terminated.
7. If my cell phone is lost or stolen, I will notify my Department and TCiCT as soon as possible. The County is under no obligation to replace my lost or stolen cell phone. I understand the payment of my Stipend may be suspended until I replace my cell phone.
8. The County is not liable for any additional costs associated with my use of a cell phone, including, but not limited to, access to a Personal Hotspot, international usage, insurance and device protection, or late fees. The County will only pay me the Stipend subject to this Agreement, any and all other costs associated with my cell phone are my sole responsibility.
9. Although I will continue to receive the Stipend during any paid leave, I agree not to use my cell phone to conduct County business. If I go on an unpaid leave, I understand I will no longer receive the Stipend effective the first day of my unpaid leave.
10. If I receive the Stipend, it will be prorated and paid over 26 pay periods. The Stipend is taxable. The Tulare County Employees' Retirement Association ("TCERA") will determine for which members, if any, the stipend is pensionable. The County of Tulare makes no representations regarding whether the Stipend is pensionable for any member of TCERA.
11. The County has the sole discretion to revise the requirements of this Agreement at any time. I may be asked to review and sign a revised Agreement and my failure to do so may result in my termination from the Program.

My Signature below represents that I acknowledge and agree to all of the above. I understand that my participation in the Program may be suspended or terminated for failing to comply with any of the requirements set forth above, or for any other reason.

Signature: _____ Date: _____

DEPARTMENT USE ONLY

- Approved to Participate in Program and receive Stipend effective with Pay Period _____.
 - Employee did not have a County-issued cell phone.
 - Employee had a County-issued cell phone which was returned on _____.
- Not Approved to Participate in Program.

Signature: _____ Date: _____