

RESOLUTION NO. 1032

**A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AMENDING
THE CITY OF UNIVERSITY PLACE CELL PHONE POLICY**

WHEREAS, the City Manager has previously approved the Administrative Cell Phone Policy; and

WHEREAS, the City is committed to maintaining controls and procedures for the utilization of electronic devices; and

WHEREAS, the Cell Phone Policy applies to both staff and City Council; and

WHEREAS, revisions to the Cell Phone Policy are necessary;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:**

Section 1. The "Cell Phone Policy and Procedures" attached hereto as Exhibit A and incorporated by reference, is hereby adopted for the City of University Place. The City Council delegates to the City Manager the authority to make administrative changes to such policy, provided such changes are consistent with state and federal requirements.

Section 2. Effective Date. This resolution supersedes any policy relative to cellular phones previously in effect or that may be in conflict and shall take effect immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL FEBRUARY 5, 2024.

Javier H. Figueroa, Mayor

ATTEST:

Emelita J. Genetia, City Clerk

APPROVED AS TO FORM:

Matthew S. Kaser, City Attorney

CITY OF UNIVERSITY PLACE - POLICIES & PROCEDURES

TITLE: Cellular Phones		POLICY MANUAL SECTION & NO. 03.05.002	
APPROVED BY CITY MGR	REVISES OR SUPERSEDES N/A July 16, 1996	EFFECTIVE DATE: July 16, 1996	

1. PURPOSE

The purpose of the procedure policy is to ensure cellular phones are used in the most cost-effective manner and to provide guidelines for the acquisition and use of such equipment. It is recognized that the day-to-day operations of the workforce require voice and data communications and there is often a need to communicate when access to a regular telephone or computer is unavailable. Cell phones are a valuable resource for certain personnel in order to conduct City business in an effective and timely manner.

2. REFERENCES

Article VIII, Section 7, Washington State Constitution, Washington State Auditor's Bulletin No. 014, dated March 13, 1996 BARS GAAP Manual, Section 3.8.3, City of University Place Personnel Policy, Section 9.059.6.

3. DEFINITIONS

Cellular telephone: Cellular telephones including smart phones: any device that is used, by any measure, to send or receive wireless voice or data transmissions including text messaging. Portable phone equipment which connects via switched cell-to-cell or wireless communication.

Employee: A person employed by the City, does not include an independent contractor.

User: A person issued a cell phone by the City. User includes employees and City Council members.

City Business: Official City business is business that relates directly to a person's work function and benefits the City.

4. POLICY

A. Acquisition: The purchase and/or installation of city-owned cellular phones shall, in the instance of Employees, be approved by the Department Head and City Manager. It shall be the responsibility of the applicable dDepartment Head to ensure that sufficient funds are budgeted for the purchase and monthly operational costs associated with such equipment prior to its use.

B. Eligibility: Eligibility is based on the need for frequent use of a cell phone, such as an employee who needs to be frequently available for emergency contact, and whose duties require him/her to be quickly contacted, anywhere, anytime, as determined by the City Manager.

C. Use of City-Owned Cellular Phones:

- Cellular phones may be provided to various departments to enhance normal and emergency operations. Employees assigned cellular phones shall use city cellular phone services exclusively for the conduct of municipal business.
- Only City officials, employees authorized employees of contract agencies, and/or qualified volunteers shall be authorized to use City-owned cellular phones.
- All cellular phones are a public resource and therefore, will not be misused for personal telephone calls.
- Employees Those individuals authorized to use cellular phones should use discretion in relaying confidential information, as cellular telephone transmissions are not secure. In addition, employees shall take reasonable precautions shall be taken to prevent equipment theft and vandalism.

5. Use of cellular phones shall not be in lieu of more cost effective and available means of communications.
6. The person assigned to use a cellular phone must exercise discretion as to who has access to the cellular phone number in an effort to minimize phone usage cost while maintaining department service capabilities.
7. The use of a cell phone, whether privately owned or owned by the City, creates data that is stored on the devices, including, without limitation, e-mails, text messages, communication logs (such as records of the numbers called and received). When the cell phone is used for City business, that record is, in nearly every case, a public record, subject to possible disclosure under the Public Records Act. It is the user's responsibility to ensure that all cell phone data related to City business is retained consistent with this policy and all City rules, regulations, policies, and procedures.
8. All communications created or received using a City cell phone and all data stored on the devices is the property of the City. The user has no personal or property right in these communications and data and no expectation of privacy with regard to their use of City communication devices. Furthermore, the City reserves the right to access and monitor any and all communications created or received using a City-owned cell phone, any record of such communications and all data stored on City cell phones, including, without limitation, e-mails, text messages, communication log (such as records of the numbers called and received) to ensure that all use of a City cell phone is consistent with this policy and all City rules, regulations, policies and procedures.
9. Users are prohibited from speaking, listening, sending, reading, or writing text messages on a cell phone while driving except as authorized by applicable laws. Users who are charged with traffic violations resulting from the use of their cell phone while driving will be solely responsible for all associated liabilities.
- ~~710.~~ Cellular phones may be used for personal reasons only in an emergency situation when no other immediate means of communications is available to the ~~employee~~user. ~~In such event, the employee shall reimburse the City for the cellular phone charge incurred. This practice shall apply to both incoming and outgoing cellular phone calls.~~
- ~~8.~~ ~~Employees may, at personal expense, provide for activation of personal cellular telephone service on a City-owned cellular phone. This should eliminate the employee's need to use City cellular service for any personal purpose, other than those specified by Section 9.05 of the Personnel Policies. Employees will be responsible for all charges for such service.~~
- ~~911.~~ It is the responsibility of the Department Head or designee to provide for routine examination of cellular phone billing summaries to ensure proper use of such equipment. Routine spot checks of cellular phone billing summaries will be conducted by the Finance Department to monitor user compliance with the policy and whether there are non-public related costs incurred that would require reimbursement from users.
- ~~C. Use of Employee-Owned Cellular Phones: The City may at its discretion allow employees to utilize its cellular phone service plan provided the Model Personal Cellular Phone Agreement, attached as Appendix A to this administrative procedure, is executed.~~
- D. Administration: The City ~~Administrator~~Manager or designee shall be responsible for the Administration of the Cellular Phone Administrative Procedure.

5. PROCEDURES

Cellular telephones shall be issued by the Information ~~Services~~Technology Manager upon request of the Department Head, and upon approval by the City Manager~~completion of a Personal Cellular Phone Agreement by the employee.~~

The ~~Finance Manager~~IT Department shall maintain an inventory of all City-owned cellular phones purchased, ~~and be responsible for administering the reimbursement by employees for any personal use of City cellular phone service.~~

APPENDIX A

PERSONAL CELLULAR PHONE AGREEMENT

This agreement is entered into between the City of University Place, hereinafter referred to as the "City" and _____, hereinafter referred to as "Employee," on the _____ day of _____, 19____.

~~WITNESSETH:~~

~~WHEREAS, the City desires to provide the tools to help contact the employees when the are needed; and~~

~~WHEREAS, many employees have indicated a desire for the City to obtain cellular service; and~~

~~WHEREAS, the law and the cellular supplier provides the opportunity to meet the needs expressed by the both the City and the employees;~~

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

A. ~~THE EMPLOYEE SHALL:~~

- ~~1. Acknowledge their status as an emergency worker.~~
- ~~2. Agree to assume full responsibility for any and all costs associated with cellular phone service and pay said costs promptly.~~
- ~~3. Pay for any installation charges and any equipment needed, which will remain the property of the employee.~~
- ~~4. By signing this agreement, be deemed to authorize the withholding of funds from the employee paycheck, any amount necessary to pay for charges the City incurs as a result of this contract.~~
- ~~5. Authorize, in the event the relationship between the employee and the City is terminated, the City of University Place to withhold any and all of the employee's final reimbursement or paycheck until such a time as the City is notified by: _____ that all charges and obligations for service have been paid in full.~~
- ~~6. Fully indemnify, release and hold harmless the City for any monetary costs or claims of any nature arising out of this cellular telephone program.~~

B. ~~THE CITY SHALL:~~

- ~~1. Authorize this individual to be on this plan.~~
- ~~2. Authorize billing and be the responsible party of records for cellular telephone service through _____.~~

C. ~~TERM:~~ The term of Agreement shall begin on _____, 19____,

~~and shall automatically renew annually unless terminated according to the provisions herein.~~

D. ~~TERMINATION:~~

- ~~1. Termination of Convenience. Upon mutual agreement either party may terminate the Agreement immediately with written notice to the other party. The City may terminate this agreement by notifying _____ that the employee number is no longer authorized to participate in the program, followed by written notice to the employee.~~
- ~~2. Termination for Cause. If the employee fails to perform in the manner called for in the Agreement, or if the Service Provider fails to comply with any of the provisions of the Agreement, or if the employee fails to participate actively with the City, or if the employee does not maintain an acceptable performance evaluation, the City may terminate this Agreement. Termination shall be effected by notifying _____~~

~~_____ that the employee's number is no longer authorized to participate in the program, followed by written notice to the Employee.~~

~~E. **ATTORNEY'S FEES AND COSTS:** If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this agreement, the City shall be entitled to recover from the employee, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in the action or proceeding.~~

~~F. **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 of law suit in equity 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 Pierce County, Washington.~~

~~_____ IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written.~~

~~CITY _____ EMPLOYEE _____~~

~~_____

_____~~