

VOLUNTARY PERSONAL CELLULAR DEVICE CONNECTION AGREEMENT

Subject to the terms set forth below, the City of Hamilton permits the below-named employee, hereinafter "Employee" to voluntarily connect a personal device to city. Employee can acknowledge they have read Administrative Directive 331 and they agree to the terms of the "Voluntary personal cellular device connection agreement" by completing the form below.

Employee Printed Name

Telephone Number

Employee Position

Exempt/Nonexempt

NOTICE TO ALL NONEXEMPT EMPLOYEES:

• AS A NONEXEMPT EMPLOYEE, YOU ARE NOT ALLOWED TO CHECK CITY EMAIL DURING NON-WORKING HOURS, UNLESS YOU ARE IN AN ON-CALL STATUS.

Employee, solely for Employee's convenience, requests permission to voluntarily connect a personal device to City resources and the City, in its sole discretion, agrees to permit this arrangement provided that the Employee agrees as follows:

- Employee acknowledges that all work-related communications, including data put on their personal device, may be subject to disclosure under public records law. Employee shall, upon request of the City, immediately provide their billing records and other such information as requested for the Device. The intent of this item is to permit the City to provide prompt inspection of public records per ORC 149.43. Employee's failure to provide full cooperation in this regard shall result in disciplinary action.
- In order to voluntarily access City resources, Employee shall provide a personal device that is compatible with City resources. The device shall at all times be and remain Employee's personal property and no compensation shall be paid to employee for connection of the personal device to City resources.
- 3. Employee's purchase of device and third-party communications service to access to City resources is voluntary and not required for public purposes and is not tax exempt. Employees shall pay all taxes.
- 4. Employee received and understands the City's policy for the use of Devices and hereby agrees to abide by all the provisions therein to the fullest extent applicable.
- 5. By signing below, I hereby authorize the city to wipe my registered personal cellular device containing City information upon my separation from employment for any reason. This will result in the deletion of City information from the Device. I understand that it is my responsibility to back up personal applications and data on my registered personal cellular device prior to this event. I understand that I am not authorized to restore any application or data that originated through City employment following this process.

Acknowledged and agreed this _____ day of _____, 20____.

Employee Signature