

**CITY OF AURORA  
CELL PHONE ALLOWANCE AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between THE CITY OF AURORA, MISSOURI, a Municipal Corporation, hereinafter referred to as "City," and \_\_\_\_\_, hereinafter referred to as "Employee."

The City is establishing this Agreement for the distribution of a cell phone allowance to be paid to the above designated Employee for the business portion of personal cell phones, in lieu of providing a City paid cell phone plan. The use of a cell phone for Employee is essential in meeting the demands of Employee's job at the City and allows for accessibility outside of scheduled or normal working hours, travel away from the office and emergencies. This will also save time by eliminating the need to maintain detailed records to substantiate both business and personal use of the service.

The City of Aurora will reimburse Employee for business use of a personally owned cell phone at the rate of (Circle One) LEVEL 1: \$35.00 per month, or LEVEL 2: \$60.00 per month.

Once effective the cell phone contract will be between Employee and the service provider. As such, if prior to the end of the personal service contract, Employee needs to change or end the service contract for any reason, Employee will be responsible and bear all costs associated with the changes/termination.

Equipment and services that are regularly used for both business and personal purposes are to be Employee-owned. Any needed replacement or repairs will be Employee's responsibility. As part of this agreement, Employee agrees to maintain a cell phone in good working condition that can receive calls from any cell phone or land line, and immediately notify their immediate supervisor of any change to the cell phone number. It is further understood that no calls made to or from Employee's personal cell phone are reimbursable by the City.

The Employee understands that data and information associated with the usage of their personal phone for City business may be subject to the Missouri Sunshine Law as applicable. Such data and information may include but not be limited to billing statements, usage history, call history, call log, call duration report, and data usage report. In those instances, Employee will strictly adhere to the guidelines set forth by the Missouri Sunshine Law and City of Aurora Policy.

The allowance provided to the employee is considered taxable income, which will be paid through the payroll system, and taxed per IRS requirements.

This cell phone allowance may be terminated by Employee or the City at any time upon 30 days written notice or immediately upon the date of Employee's termination from City employment.

If termination occurs during a monthly period, the allowance will be prorated through the termination date.

IN WITNESS WHEREOF, the City and Employee have executed this Agreement on the above stated date.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
City Clerk/Human Resources Dir.

\_\_\_\_\_  
City Manager, City of Aurora, Missouri