

FRIO COUNTY PURCHASING CARD POLICY AND PROCEDURE



Revised & Approved by Commissioners' Court August 29, 2023

The Frio County Purchasing Card Policy and Procedure is a mutual effort intended to delegate both authority and responsibility for business-related eligible purchases to front line people who are in the best position to make purchases for their office. However, as a public entity Frio County is expected to be able to demonstrate to the public that we are spending our money wisely. All participants are responsible to ensure that the Frio County Purchasing Card Policy and Procedure can withstand the scrutiny of the press, the public and auditing.

Your participation in the Frio County Purchasing Card Policy and Procedure is a convenience that carries responsibilities along with it. Although the card is issued in the name of your department, it shall be considered Frio County property and shall be used with good judgment. Your signature below verifies that you understand and agree to comply with the Frio County Purchasing Card Policy and Procedure agreement outlined below.

AGREEMENT

- Signing the Cardholder Agreement found in the Appendix "A".
- Signing the Agreement for Wage Deductions Associated with Improper Use of County-Issued Purchasing Card found in the Appendix "B".
- The Purchasing Card is provided to the Cardholder based on their need to purchase business related goods and services. The card may be revoked at any time based on change of assignment or at Commissioners Court's sole discretion.
- The Purchasing Card is for business-related eligible purchases only, when the PO process is not possible due to timing; personal charges shall not be made to the card.
- **The use of the Purchasing Card to make purchases on personal accounts is prohibited.**
- The Cardholder is the only person entitled to use the card and is responsible for all charges made with the card.
- The Auditor will provide the monthly billing statement to your department, once received from Citibank. Upon receipt of the monthly billing statement, the Cardholder shall promptly (within five business days) submit Cardholder's reconciliation to the County Auditor, accompanied by a properly executed request for payment (Purchasing Reconciliation Form).

- The cardholder is expected to comply with internal control procedures in order to protect Frio County assets. This includes the Cardholder keeping vendor receipts/invoices, reconciling all transactions on the monthly billing statements (with receipts/invoices attached) to the County Auditor's Office, and following proper card security measures.
- The Cardholder is responsible for resolving any discrepancies by contacting the vendor.
- Cardholder reconciliations approved will be promptly paid by the County Auditor.
- Quarterly expense reports will be provided to Commissioners Court at the regular call meeting for inspection.
- Improper use of the card can be considered misappropriation of Frio County funds, which may result in disciplinary action, up to, and including termination, and possible criminal prosecution. The following is a nonexclusive list of Purchasing Card purchases that are prohibited:
 - Personal Expenditures.
 - Cash advances or refunds.
 - Sales tax except in cases where State law does not exempt local governments.
 - Entertainment of any kind, including the purchase of alcohol or patronage of drinking establishments, tips, or room service.
 - Purchases under contracts, unless an emergency exception is granted, by.
 - Separate, sequential, and component purchases or transactions made with the intent to circumvent State law or County policy.
 - Purchases that are split to stay within card transaction limits.
 - Transaction amounts greater than cardholder's transaction limit.
- The Cardholder shall immediately report a lost or stolen card to the County Auditor
- The Cardholder must surrender their card to the Frio County Auditor upon termination of employment (i.e., retirement or voluntary/involuntary termination, or upon completion of duly-elected term). At this point no further use of the Purchasing Card is authorized.

In return for the purchasing authority delegated to the Cardholder and in consideration of the Cardholder's responsibility to properly factor public resources the Cardholder agrees to undertake the following responsibilities:

- To purchase ethically, fairly, and without conflict of interest and to seek the best value.
- To promptly reconcile monthly billing statements and make any needed accounting adjustments.
- To promptly report to the Frio County Auditor any suspected misuse of the Purchasing Card.
- To ensure that transaction documents are obtained and attached to the Purchasing Reconciliation Form, and to retain these records and attach them to the Purchasing Card Reconciliation Form.
- To comply with the terms and conditions of this Frio County Purchasing Card Policy and Procedure Agreement.
- The use of a County Purchasing Card for travel expenses does not relieve the cardholder from turning in proper travel expense reports.
- Inform merchant of sales tax-exempt status, and to avoid payment of sales taxes. Cardholder will be responsible for reimbursing any sales tax amount to Frio County except in cases where State

law does not exempt local governments.

- To avoid payment of late fees and interest; Cardholder will be responsible for reimbursing to Frio County any late fee or interest amount charged as a result of Cardholder's failure to timely submit Purchase Card Reconciliation form including all transaction documents to the Frio County Auditor.
- To protect and safeguard the Purchasing Card.
- Purchasing Card is to be used for Frio County business-related eligible purchases only and is not to be used to circumvent the competitive bid process. It is a violation of State law and Frio County policy to make purchases separately, or over a period of time, that in normal purchasing practices would be purchased in one purchase.

In Appendix "A" the undersigned parties agree that the Cardholder is the only person authorized to use this card. Improper or personal use of the Purchasing Card may result in disciplinary action against the undersigned parties, including termination or criminal prosecution. Purchasing Cards are issued to the Frio County Office at the direction of the Commissioners Court. It is understood that the Commissioners Court may cancel the Cardholder's privilege to use the Purchasing Card at any time for any reason. The Cardholder will return the Purchasing Card at any time for any reason.

In Appendix "B" the undersigned parties agree that should they willfully violate the terms of the agreement or be negligent in use of the card the Cardholder will reimburse Frio County for all incurred charges and any fees related to the collection of those charges.

COMMISSIONERS COURT AUTHORIZATION TO ISSUE PURCHASING CARD:

08/29/2023

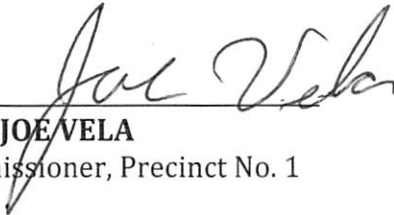
Date Approved


\$ 5,000.00

Purchasing Card Limit Approved


The above Purchasing Card Policy and Procedure is **APPROVED, PASSED AND ADOPTED** by the Commissioners Court of Frio County, Texas, on this 29th day of August 2023, with the following members of the court voting: 5 AYE, 0 NAY, with 0 ABSTAINING, and 0 ABSENT.


HON. ROCHELLE CAMACHO
County Judge



HON. JOE VELA
Commissioner, Precinct No. 1


HON. MARIO MARTINEZ
Commissioner, Precinct No. 2


HON. RAUL CARRIZALES
Commissioner, Precinct No. 3



HON. DANNY CANO
Commissioner, Precinct No. 4

ATTEST:


HON. AARON IBARRA
Frio County Clerk
Ex officio Clerk of the
Frio County Commissioners Court

By: _____
(Chief) Deputy Clerk

FILED
At 8:45 o'clock A M
This 30th day of August 2023

AARON T. IBARRA
Clerk County Court FRIO COUNTY, TX
BY:  DEPUTY

APPENDIX "A"

Cardholder Agreement

By participating in the Frio County Purchasing Card and Procedure as a Card holder, you assume responsibilities pertaining to the operation and administration of the Purchasing Card Policy and Procedure. These responsibilities include but are not limited to the following:

The Frio County Purchasing Card is to be used for business-related eligible purchases only, when the PO process is not possible due to timing. The Purchasing Card may only be used under the parameters and procedures established for the Purchasing Card Policy which are detailed in The Purchasing Card Policy and Procedure. The Frio County Purchasing Card may not be used for personal purposes.

The Purchasing Card will be issued in the name the Frio County Office. By accepting the Card, the employee assumes responsibility for the Purchasing Card and will be responsible for all charges made with the Card. The Card is not transferable and may not be used by anyone other than the Cardholder.

The Frio County Purchasing Card must be maintained with the highest level of security. If the Card is lost or stolen, or if the Cardholder suspects the Purchasing Card has been compromised, the Cardholder agrees to immediately notify the Frio County Auditor's Office.

All charges will be billed and paid directly by Frio County. On a monthly basis, the Cardholder will receive a statement listing all activity associated with the Purchasing Card. This activity will include purchases and credits made during the reporting period. While the Cardholder will not be responsible for making payments, the Cardholder will be responsible for the verification and reconciliation of all transaction activity.

Cardholder monthly billing statement may be subject to periodic internal control reviews and audits designed to protect the interests of Frio County. By accepting the Purchasing Card, the Cardholder agrees to comply with these reviews and audits. The Cardholder may be asked to produce the Purchasing Card to validate its existence and produce statements and receipts to verify appropriate use.

Parameters and procedures related to the Purchasing Card Policy and Procedure may be updated or changed at any time. Frio County will promptly notify all Cardholders of these changes.

The Cardholder agrees to surrender and cease use of the Purchasing Card upon termination of employment whether for retirement, voluntary separation, resignation or dismissal. In addition, the Cardholder must surrender and cease use of the Purchasing Card in the event of transfer or relocation. The Cardholder may also be asked to surrender the Purchasing Card at any time deemed necessary by management. The Cardholder will return the Purchasing Card at any time for any reason.

Improper use of the Purchasing Card can be considered misappropriation of Frio County funds, which may result in disciplinary action, up to, and including termination.

By signing below, I acknowledge that I have read and agree to the terms and conditions of this document. I certify that as a participating Cardholder of the Frio County Purchasing Card Policy and Procedure, I understand and assume the responsibilities listed above.

Employee Signature

Title

Employee Name (Print)

Date

APPENDIX “B”

Agreement for Wage Deductions Associated with Improper Use of County – Issued Purchasing Cards

By my signature below, I hereby certify that I understand and agree to abide by the Frio County Purchasing Card Policy and Procedure regarding use of County-issued Purchasing cards. I agree that if I make any personal purchases (i.e., transactions for the benefit of anyone or anything other than the County) in violation of that policy, the amount of such purchases is an advance of future wages payable to me, that the County may deduct that amount from my next paycheck, and that if there is a balance remaining after such deduction, the County may deduct the balance of the wage advance from my future paychecks until the amount is repaid in full. I further agree that if I make any non-personal transactions in violation of the policy in question, i.e., incur financial liability on the County's part that is not in compliance with the terms and conditions of that policy, I am financially responsible for any such expenses and agree to reimburse the County via wage deductions for such amounts until the unauthorized amounts are fully repaid. Such deductions will be in the amount of the unauthorized purchase(s), but if such amount would take my pay below minimum wage for the workweek in question, the deductions will be in two or more equal increments that will not take my pay below minimum wage for any workweek involved.

Person requesting Purchasing Card:

Employee Signature

Title

Employee Name (Print)

Date