

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL ADVANCE REIMBURSEMENT AGREEMENT
BETWEEN WEST FORT BEND WATER AUTHORITY AND FORT BEND COUNTY**

THIS AGREEMENT is made and entered into by and between **Fort Bend County**, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and **West Fort Bend Water Authority** (hereinafter “Authority”), a political subdivision of the State of Texas under Subchapter A, Section 8878.002 of the Texas Special Districts Local Laws Code.

WHEREAS, since 2002, County has had an ongoing commitment to protecting water supplies and identifying possible water conservation and reuse alternatives in Fort Bend County,

WHEREAS, the Authority is a regional water authority created by the 79th Texas Legislature, in May 2005 primarily to facilitate compliance with the Fort Bend Subsidence District’s groundwater reduction mandates by creating a viable single entity to acquire, develop and deliver a long term supply of potable surface water to the water users in the Authority’s Groundwater Reduction Plan;

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services: specifically planning and developing strategies to avoid water supply shortfalls in Fort Bend County, a function in which the contracting parties are mutually interested; and

WHEREAS, the Parties deem it to be in the best interest of both entities to enter into this Interlocal Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

- I. Advance Funding and Reimbursement for Approved Activities
 - A. The County hereby agrees to promptly advance funds to or on behalf of the Authority an amount not to exceed three hundred and forty thousand dollars and 00/100 (\$340,000.00) for the purposes of funding the operational expenses identified in Exhibit A to this Agreement. The funds may only be used in accordance with Exhibit A, or as approved in a written amendment to this Agreement.

- B. It is expressly understood and agreed that advance funding for operational expenses is necessary for the Authority to perform their statutory responsibilities of assisting western and southern areas of Fort Bend County to plan for, finance, and obtain long-term water supplies and enable the adoption and implementation of a groundwater reduction plan and that the funds shall only be used for this purpose.
- C. The funds advanced by the County shall be deposited into a special fund designated the "West Fort Bend Water Authority Fund" in the County Treasury, or its successor. Funds may only be disbursed from the special fund upon approval of the Commissioners Court.
- D. As of the date of this Agreement, the following requirements shall apply to all expenditures by the Authority:
 - 1. The Authority shall utilize the County's Purchasing Agent for the purchase of all goods and services.
 - 2. To the extent allowed by law, all expenditures by the Authority shall comply with Section 262 of the Texas Local Government Code and the Fort Bend County Purchasing Manual, attached and incorporated at Exhibit B to this Agreement.
 - 3. All reimbursable travel by Authority members shall comply with the most recently adopted Fort Bend County Travel Policy, attached and incorporated as Exhibit B to this Agreement.
- E. The Authority will pay the County for all sums advanced to or on behalf of the Authority, plus interest at the rate of 2% per annum. The source of repayment shall be from pump fees, as authorized by Texas Special Districts Local Laws Code. Section 8878.103.
- F. Repayment of all funds advanced, plus interest must be received no later than thirty six months (36) after the effective date of this Agreement.
- G. Payment(s) shall be made payable to Fort Bend County and shall be delivered to the Fort Bend County Treasurer, P.O. Box 1202, Richmond, Texas 77406-1202.
- H. The Authority shall respond to all requests for documentation from the County Auditor without delay to ensure that proper accounting records for deposits and expenditures are appropriately documented with County.

II. Term of Agreement

The term of this Agreement begins upon signature of both Parties and shall continue until

the date (the "Termination Date") on which the Authority has fully reimbursed the County for all amounts advanced to the Authority and interest on such amounts in accordance with Section IE of this Agreement.

III. Relationship of Parties

It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Authority and the County, or as creating or establishing the relationship by either party as agent, representative, or employee of the other party for any purpose, or in any manner, whatsoever.

IV. Notice to Parties

- A. Any notice given hereunder by either party to the other shall be in writing and sent by certified mail, return receipt requested.
- B. Notice to County shall be sent to:

Notice to Fort Bend County
Attn: County Judge
401 Jackson
Richmond, Texas 77469

Notice to West Fort Bend Water Authority
c/o Johnson Petrov LLP
Attn: Andrew Johnson
2929 Allen Parkway, Suite 3150
Houston, Texas 77019

- C. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

V. Benefit of Term, No Third Party Rights

This Agreement is intended for the exclusive and sole benefit of the Authority and the County, and neither this Agreement nor any provision thereof shall be construed to confer or provide any benefit or right to any other person. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto.

VI. Severability Clause

If any provision of this Agreement or any application hereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby.

VII. Governing Law and Venue

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. Venue for any legal actions arising out of this Agreement shall lie exclusively in Fort Bend County, Texas.

VIII. Governmental Immunity

It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions including the defense of governmental immunity.

IX. Authorization

The undersigned officers and/or agents are properly authorized to execute this contract on behalf of the Parties hereto, and each hereby certifies to the other that any necessary resolution or order extending such authority have been duly passed and are now in full force and effect.

X. Interpretation

This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

XI. Multiple Counterparts

This Agreement may be simultaneously executed in several counterparts each of which shall be an original and all of which shall be considered fully executed as of the date when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and their respective seals to be hereunto affixed and attested, as of the date and year noted below.

FORT BEND COUNTY:

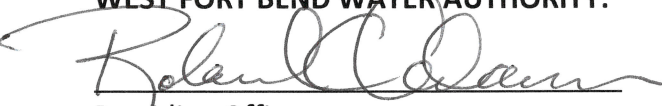
Robert Hebert, Fort Bend County Judge

Date: _____

Attest:

Laura Richard, Fort Bend County Clerk

WEST FORT BEND WATER AUTHORITY:



Presiding Officer

Date: 12/1/15

Attest:



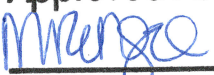
Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this Interlocal Agreement.

Ed Sturdivant, Fort Bend County Auditor

MTR:I/MTR/CoJudge/WFBWA 9.8.15 10.20.15

Approved As To Legal Form:


Asst. County Atty. 12/7/15
Date

Exhibit A:
Operational Expenses

West Fort Bend Water Authority

OPERATING BUDGET
10/01/14 to 09/30/15

Draft # 3

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	TOTAL
REVENUE:													
5391 Interest Earnings	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUE	-	-	-	-	-	-	-	-	-	-	-	-	-
EXPENSES:													
6200 Payroll Administration	-	-	-	-	-	-	250	-	160	-	160	-	570
6201 Payroll Tax Expenses	-	-	-	-	-	-	153	-	57	-	57	-	268
6310 Director Fees	-	-	-	-	-	-	2,000	-	750	-	750	-	3,500
Legal - Creation	-	-	-	-	-	70,000	-	-	-	-	-	-	70,000
6320 Legal Fees-General	-	-	-	-	-	18,000	5,000	-	10,000	-	10,000	-	43,000
6321 Auditing Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
6322 Engineering Fees	-	-	-	-	-	6,000	10,000	-	10,000	-	10,000	-	36,000
6333 Bookkeeping	-	-	-	-	-	-	2,000	-	2,000	-	2,000	-	6,000
6335 R & M	-	-	-	-	-	-	-	-	-	-	-	-	-
6340 Printing/Office Supplies	-	-	-	-	-	-	100	-	100	-	100	-	300
6350 Postage	-	-	-	-	-	-	5	-	5	-	5	-	15
6353 Insurance	-	-	-	-	-	-	3,000	-	-	-	-	-	3,000
6354 Travel & Expenses	-	-	-	-	-	-	125	-	125	-	125	-	375
6359 Other Expenses	-	-	-	-	-	-	200	-	200	-	200	-	600
Population/Water Demand Study	-	-	-	-	-	-	-	-	-	-	-	-	-
Water Availability Options	-	-	-	-	-	-	-	-	-	-	-	-	-
Alternative Water Supply Analyses	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	-	-	-	-	-	94,000	22,833	-	23,397	-	23,397	-	163,628
NET REVENUES/LOSS	-	-	-	-	-	(94,000)	(22,833)	-	(23,397)	-	(23,397)	-	(163,628)
Beginning Cash Surplus	-	-	-	-	-	-	(94,000)	(116,833)	(116,833)	(140,230)	(140,230)	(163,628)	
Net Revenues/Loss	-	-	-	-	-	(94,000)	(22,833)	-	(23,397)	-	(23,397)	-	
END CASH SURPLUS/LOSS	-	-	-	-	-	(94,000)	(116,833)	(116,833)	(140,230)	(140,230)	(163,628)	(163,628)	

Notes:
Assumes Meetings Every Other Month

Presented : 3/31/15
Approved:

Prepared By:
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West Fort Bend Water Authority
OPERATING BUDGET
 10/01/15 to 09/30/16

AMENDED

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	TOTAL
REVENUE:													
5391 Interest Earnings	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUE	-	-	-	-	-	-	-	-	-	-	-	-	-
EXPENSES:													
6200 Payroll Administration	160	-	160	-	160	-	250	-	160	-	160	-	1,050
6201 Payroll Tax Expenses	57	-	57	-	57	-	57	-	57	-	57	-	344
6310 Director Fees	750	-	750	-	750	-	750	-	750	-	750	-	4,500
6320 Legal Fees-General	10,000	-	10,000	-	10,000	-	10,000	-	10,000	-	10,000	-	60,000
6321 Auditing Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
6322 Engineering Fees	10,000	-	10,000	-	10,000	-	10,000	-	10,000	-	10,000	-	60,000
6333 Bookkeeping	2,000	-	2,000	-	2,000	-	2,000	-	2,000	-	2,000	-	12,000
6335 R & M	-	-	-	-	-	-	-	-	-	-	-	-	-
6340 Printing/Office Supplies	100	-	100	-	100	-	100	-	100	-	100	-	600
6350 Postage	5	-	5	-	5	-	5	-	5	-	5	-	30
6353 Insurance	-	-	-	-	-	-	5,000	-	-	-	-	-	5,000
6354 Travel & Expenses	125	-	125	-	125	-	125	-	125	-	125	-	750
6359 Other Expenses	200	-	200	-	200	-	200	-	200	-	200	-	1,200
Population/Water Demand Study	175,000	-	-	-	-	-	-	-	-	-	-	-	175,000
Water Availability Options	-	-	-	-	175,000	-	-	-	-	-	-	-	175,000
	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	198,397	-	23,397	-	198,397	-	28,487	-	23,397	-	23,397	-	495,474
NET REVENUES/LOSS	(198,397)	-	(23,397)	-	(198,397)	-	(28,487)	-	(23,397)	-	(23,397)	-	(495,474)

Beginning Cash Surplus	-	(198,397)	(198,397)	(221,795)	(221,795)	(420,192)	(420,192)	(448,680)	(448,680)	(472,077)	(472,077)	(495,474)
Net Revenues/Loss	(198,397)	-	(23,397)	-	(198,397)	-	(28,487)	-	(23,397)	-	(23,397)	-
END CASH SURPLUS/LOSS	(198,397)	(198,397)	(221,795)	(221,795)	(420,192)	(420,192)	(448,680)	(448,680)	(472,077)	(472,077)	(495,474)	(495,474)

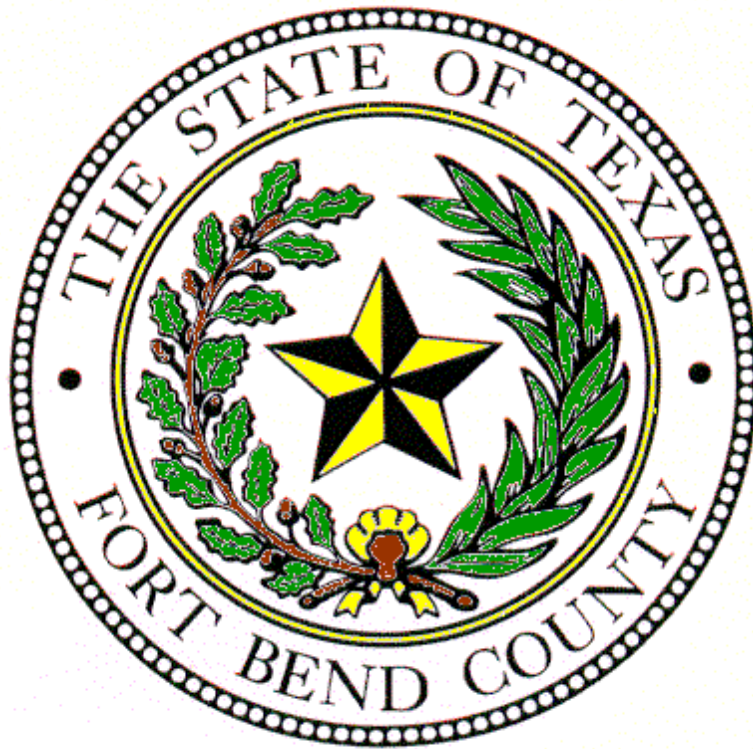
Notes:
 Assumes Meetings Every Other Month

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Presented : 3/31/15
 Approved: 3/31/15
 Amended: 6/2/15

Exhibit B:
Fort Bend County Purchasing Manual

FORT BEND COUNTY PURCHASING DEPARTMENT



PURCHASING MANUAL

*Approved Commissioners Court: 27 SEPTEMBER 2011
Amended Commissioners Court: 02 JUNE 2015–Effective 01 AUGUST 2015
Amended Commissioners Court: 28 July 2015 – Effective 01 AUGUST 2015*

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FORWARD

THE COUNTY PURCHASING AGENT HAS A TWO-FOLD MISSION:

To work in concert with the County Auditor as part of the system of checks and balances to ensure the proper expenditure of taxpayer's dollars.

To develop policies and procedures to ensure the proper, prompt and responsive purchase of all supplies, materials, equipment, and services required or used, and to contract for all repairs to property used by the County or employees of the County, and to implement such policies and procedures in the operation of his office.

This manual explains the policies and procedures to be followed in the implementation of the duties of the County Purchasing Agent and was approved by the Fort Bend County Commissioners Court on September 13, 1994.

1.0 RELATIONSHIPS:

1.1 Relationship of the County Purchasing Agent and County Elected Officials and Department Heads:

1.1.1 The County Purchasing Agent directs the activities of the County Purchasing Department, a service organization representing the procurement requirements of each County Office/Department. To successfully represent the best interest of the County, it is essential to have a strong working relationship with all County Offices/Departments. The intent of this section is to guide and assist in identifying the responsibilities and obligations required in the procurement process.

1.1.2 Hereinafter, the following apply:

County Purchasing Department will be referred to as "Purchasing".
County Office/Departments will be referred to as "Office".
Fort Bend County, Texas will be referred to as "County".

1.2 Relationship with vendor's representative:

1.2.1 The buyer-seller relationship is one of mutuality. The responsibility of establishing and maintaining a professional relationship between the County and its suppliers lies with Purchasing. For this reason it is imperative that Purchasing be made aware of all proposed transactions involving the County.

1.2.2 It is the responsibility of Purchasing to represent County Offices in the purchasing process. This includes the contact normally associated with sales calls. By observing the policies and procedures outlined in this manual the time of both the County and its suppliers will be maximized.

1.2.3 The relationship between the Purchasing and vendor representatives will be as follows:

1.2.3.1 Representatives of vendors will be received by Purchasing promptly and courteously with scheduled appointment.

1.2.3.2 All correspondence with suppliers will originate in Purchasing. Should an Office find it necessary to correspond with a vendor for any reason, a copy of the correspondence should be sent to Purchasing.

1.2.3.3 All Offices must keep themselves free from the image of conflict of interest by not accepting favors, gifts or entertainment offered by any supplier of the County.

2.0 RESPONSIBILITIES:

2.1 PURCHASING AGENT: The County Purchasing Agent is responsible for:

2.1.1 Assisting all Offices in meeting their needs for operating equipment,

supplies, materials, and services.

2.1.2 Acquainting with, and endeavoring to know, the needs of all the Offices of the County.

2.1.3 Securing products that meet the requirements of the Office at the lowest and best price to the County.

2.1.4 Knowing the sources and availability of needed products.

2.2 REQUISITIONER: The Requisitioner is responsible for:

2.2.1 Allowing Purchasing sufficient time to shop each requisition submitted, select the vendor, place the order and allow the vendor to make delivery.

2.2.2 Preparing detailed specifications.

2.2.3 Supplying in advance, as requested, a list of anticipated purchases.

2.2.4 Notifying Purchasing of any abnormal or unusual demands.

2.2.5 Under no circumstances, obligating the County.

2.2.6 Participating in avoiding illegal purchases.

2.2.7 Providing Purchasing with a complete, clear, concise description of the item(s) or service(s) requested to ensure each requisitioner receives proper item(s) or service(s).

3.0 THE PURCHASING POLICY:

3.1 The County Purchasing Agent shall purchase all supplies, materials and equipment required or used, and contract for all repairs to property used, by the County or a subdivision, officer, or employee of the County, except purchases and contracts required by law to be made on competitive bid. A person other than the County Purchasing Agent may not make the purchase of the supplies, materials or equipment or make the contract for repairs (§262.011(d) Texas Local Government Code).

3.2 The County Purchasing Agent shall supervise all purchases made on competitive bid and shall see to it that all purchased supplies, materials, and equipment are delivered to the proper county officer or department in accordance with the purchase contract (§262.011(e) Texas Local Government Code).

3.3 A purchase made by the County Purchasing Agent shall be paid for by an electronic transfer, check, or warrant drawn by the County Auditor on funds in the county treasury in the manner provided by law. The County Auditor may not draw and the County Treasurer may not honor a warrant for a purchase unless the purchase is made by the County Purchasing Agent or on competitive bid as provided by law (§262.011(f) Texas Local Government Code).

- 3.4 All purchases will be of a quality suitable for the purpose intended at the best value possible to the County.
- 3.5 All purchases require the use of a requisition from the requesting Office.
- 3.6 Purchase Orders will be prepared and issued only by the County Purchasing Agent.
- 3.7 It is a punishable offense for any person other than the County Purchasing Agent to make purchases or enter into contracts.
- 3.8 Selection of vendor on non-bid purchases rests exclusively with the County Purchasing Agent. The County Purchasing Agent has neither the duty, power, authority, nor desire to determine whether or not a purchase should be made; his authority extends only to selection of vendor. This duty is zealously guarded.
- 3.9 No purchase order will be issued after the fact. There are two reasons for this policy:
 - 3.9.1 The Texas Local Government Code is clear on the point that the County Purchasing Agent makes all purchases (except those made on competitive bid).
 - 3.9.2 Should the County Purchasing Agent issue a purchase order, after a County employee has already made the purchase, dual deliveries may result.

4.0 THE REQUISITION:

- 4.1 The purpose of a Requisition is to inform Purchasing of the needs of the requesting Office, and to correctly identify the material requested.
- 4.2 A Requisition is required for all purchases regardless of dollar value, except those purchases made by procurement card (see Annex A).
- 4.3 The Requisition must be prepared far enough in advance of the required delivery date to enable Purchasing to perform his duties, and to allow time for delivery by the vendor.
- 4.4 The elected official/department head, or duly authorized person within the Office prepares the on-line requisition.
- 4.5 On-line requisitions must contain all required data, as follows:
 - 4.5.1 Complete description of desired item(s)
 - 4.5.2 Quantity of desired item(s)
 - 4.5.3 Unit of measure
 - 4.5.4 Delivery date

- 4.5.5 Suggested vendor
- 4.5.6 Ship to address
- 4.5.7 Funding source
- 4.5.8 Estimated unit cost
- 4.5.9 Commodity code
- 4.5.10 Fixed asset category (if applicable)
- 4.6 When possible please refer Purchasing to a particular vendor whose product has been used previously and has been found to be satisfactory. The vendor suggested will be contacted by Purchasing.
- 4.7 If a trade-in is involved, requisitions must show the County tag number, serial number, make, model and any other pertinent information of the equipment to be traded.

5.0 PURCHASE ORDERS:

5.1 THE ROUTINE PURCHASE ORDER:

- 5.1.1 The Purchase Order is the sellers' authorization to invoice and deliver the equipment, materials, supplies or service specified. All Purchase Orders will be written concisely and clearly to avoid misunderstandings and unnecessary correspondence with vendors.
- 5.1.2 The Purchase Order will be issued by the County Purchasing Agent only. The using Office will submit all requisitions to Purchasing and will not enter into negotiations with any vendor for the purchase of equipment, materials, supplies or services except as outlined in the "Expedited Purchase Order" procedure (see section 5.3) or Procurement Card policy (see Annex A). Purchasing will transmit all Purchase Orders to the vendor.

5.2 THE BLANKET PURCHASE ORDERS:

- 5.2.1 The Blanket Purchase Order (sometimes referred to as an open purchase order) is a cost cutting tool used in the more advanced purchasing departments throughout Texas and the remaining United States. The Blanket P.O. is used to reduce time, reaction time, effort, and paperwork; it is not, however designed as a means to circumvent the competitive pricing system employed in sound purchasing departments.

- 5.2.2 Blanket Purchase Orders are appropriate in the following situations:

- 5.2.2.1 When the vendor and price of the desired item is set by competitive bid or contract and various quantities may be needed

during the period of the contract.

5.2.2.2 As determined by Purchasing, for specific products or services with established vendors (i.e. Utilities, equipment repairs, etc.).

5.2.2.3 Equipment rental when length of rental period is unknown. Total must not exceed \$50,000 (bid limit).

5.2.2.4 When a remodeling project is planned and the logical material suppliers are known but the purchase of all required materials at one time would be impractical.

5.2.2.5 At the discretion of the County Purchasing Agent when to do so would be in the best interest of the County.

5.2.3 Blanket Purchase Orders are inappropriate for the following:

5.2.3.1 "Going Shopping". The taxpayers of the County deserve the best planning of which we are capable. The rationale that "I have \$200.00 left and I need a blanket purchase order to XYZ Supply Company to use it up" is contrary to the trust placed in each of us.

5.2.3.2 "Just in Case". Requesting Blanket Purchase Orders to a number of vendors on a regular basis "just in case we may need them" is a direct reflection on the planning capabilities of the end user. Moreover, with the encumbrance system in place each Blanket Purchase Order withdraws the appropriate amount of money from the appropriate line item and places it in escrow pending payment to the vendor.

5.2.4 Blanket Purchase Orders must be requisitioned as with any other purchase and must contain the same information listed in 4.5 above.

5.2.5 When a Blanket Purchase Order is issued to an Office it will be the responsibility of that Office to keep a running total of their purchases. Payment for purchases in excess of the amount authorized by the Purchase Order will be the responsibility of the offending office.

5.3 THE EXPEDITED PURCHASE ORDER

5.3.1 The Expedited Purchase Order is used to lessen the downtime of equipment when idleness of that equipment would result in unnecessary hardship or expense to the County. An Expedited Purchase Order may also be used for extreme emergency cases involving public health, safety, or welfare.

5.3.2 Expedited Purchase Orders must be requisitioned as with any other purchase and must contain the same information listed in 4.5 above. The using Office will notify Purchasing of the nature of the urgency, and requesting a Purchase Order number. As deemed appropriate by Purchasing a Purchase Order number will be issued. The Office will give

this number to the vendor and secure an invoice for the material. The Office will then forward the invoice to the County Auditor for processing. Ensure that the appropriate purchase order number is on the face of the invoice(s) submitted.

5.3.3 When an emergency arises during a time when Purchasing is closed, the Office will use the same procedure as above, except the Purchase Order number cannot be obtained and cannot be given to the supplier at the time of purchase. Contact Purchasing the next working day to obtain a purchase order.

5.4 EXCEPTIONS THAT REQUIRE NO PURCHASE ORDER:

5.4.1 Payments to government entities for fees, fines and taxes (IRS, Cities, Counties, State Agencies).

5.4.2 Court ordered expenditures by County Court at Law or District Courts related to official court activities.

5.4.3 Public Assistance payments (Social Services, Indigent Health, Community Development).

5.4.4 Deposit Refunds (Rentals).

5.4.5 EMS Overpayment Refunds.

5.4.6 Employee Reimbursements for business travel.

5.4.7 Bond payments related to the issuance of bonds.

5.4.8 Worthless Check and Commissary Funds.

5.4.9 Component Units – Toll Road, Flood Control, Industrial Development but not Drainage District.

5.4.10 Payroll Related distributions.

5.4.11 Internal Service fund payments.

5.4.12 Payments to jurors.

5.4.13 Fee Officer and Non-Fee Officer Distributions (Co. Clerk, District Clerk, JPs, Sheriff, Constables).

5.4.14 Replenishment of missing funds pursuant to audit findings.

5.4.15 Petty Cash and Change Fund allocations.

5.4.16 Payments on credit accounts.

5.4.17 Child Protective Service Payments.

5.4.18 Any specific funds expressly stated by law excluding the requirement of a purchase order.

5.5 VARIANCES:

Any request for a variance, prior to the expenditure, must be submitted to the County Attorney to issue an opinion on whether the variance can be allowed by Commissioners Court.

6.0 PROCUREMENT CARD PURCHASE:

See Annex A

7.0 INVOICES:

7.1 The invoice is an itemized statement of merchandise delivered or services rendered and is a guide for the County in settling financial obligations incurred. Invoices are based upon Purchase Orders and therefore should contain the same information.

7.2 Information an invoice should contain:

7.2.1 The Purchase Order number.

7.2.2 An itemized list of merchandise received or services rendered.

7.2.3 The prices, terms, quantities, and other pertinent information on the Purchase Order.

7.2.4 Charges for delivery, freight, etc., must be listed separately if listed separately on Purchase Order.

8.0 INSPECTING, TESTING AND RECEIVING:

8.1 All equipment, materials and supplies received will be inspected by an Office to determine whether or not they conform to the specifications set forth in the Purchase Order or contract. This requirement will be delegated by the elected official/department head to personnel qualified to perform such inspections.

8.2 Upon receipt of merchandise, and after inspection and testing, the Office will create a receiver online through financial system.

8.3 If the Office refuses to accept the merchandise because of a failure to meet the specifications, they will immediately contact Purchasing, and state their reasons for withholding acceptance. Purchasing will then take immediate action to compel replacement by the vendor, cancel the order, or otherwise take action to supply the Office with the needed merchandise.

8.4 If for any reason only partial shipments are received, Purchasing should be notified immediately. Purchasing will then contact the supplier to determine the

reason for delay and the date of delivery of the balance of the order.

- 8.5 If an instance arises requiring outside testing laboratories to be utilized, the necessary arrangements will be made by Purchasing. Payment for testing will normally be made from the Office's Fees & Services budget line; however if the test reveals non-spec materials have been supplied, the vendor will pay for the testing or face possible disqualification from future bidding.

9.0 THE COMPETITIVE SOLICITATION PROCESS:

- 9.1 Statutorily Purchasing is not the responsible agency to conduct the competitive solicitation process; however, it is the desire of Commissioners Court, approved by the Purchasing Agent Appointment Board, that the County Purchasing Agent be the chief coordinator and operator of the solicitation system. The County Purchasing Agent takes no exception to this duty.

- 9.2 Purchasing shall:

9.2.1 Seek Commissioners Court authorization to advertise for sealed competitive bids, request for proposals, statements of qualification, with the Office present should any Court member have questions or comments.

9.2.2 Prepare, with technical assistance from the responsible Office, the solicitation.

9.2.3 As deemed appropriate, submit specifications to Commissioners Court for approval.

9.2.4 Advertise as required by law.

9.2.5. Post solicitation packages on website and notify potential vendors.

9.2.6 Open the responses on the proper date at the indicated time.

9.2.7 Prepare analysis of responses.

9.2.8 Consult with Office when deemed necessary and submit recommendations and analysis to Commissioners Court.

9.2.9 In concert with the County Attorney prepare contracts as required.

9.2.10 Obtain signed contract from successful vendor.

9.2.11 Advise Office when the above has been completed.

9.2.12 Issue the Purchase Order.

10.0 CREDIT APPLICATIONS:

All credit applications will be completed by Purchasing.

11.0 DEBARMENT:

Purchasing shall ensure to the best of its knowledge and belief that none of its purchases involve contractors debarred, suspended, ineligible, or voluntarily excluded from participation in federally assisted transactions or procurements.

12.0 FIXED ASSET POLICY AND PROCEDURES:

12.1 RESPONSIBILITIES FOR ASSET PROCUREMENT AND DOCUMENTATION:

- 12.1.1 Definition: "Fixed Asset" includes County personal property that falls under the "Capital Asset" definition as well as all "Tracking Assets".
- 12.1.2 Definition: "Capital Asset" is any real or personal property that has a value of \$5,000 or more and an estimated useful life of at least two (2) years.
- 12.1.3 Definition: "Tracking Asset" is any tangible personal property that has a value of \$1,000 or more, but under the capitalization threshold of \$5,000 that the County has established the need to track the security and use of. These assets include, but are not limited to office equipment, computers, furniture, and road equipment. Tasers and weapons will be tracked regardless of value.
- 12.1.4 Definition: "Betterment" includes all costs incurred during the year of acquisition that are components that make the equipment operate as one unit. Any such component costs that are incurred in subsequent years will be added to the existing equipment only if the component cost is \$5,000 or more and the additional costs improve or extend the functionality of the equipment. Betterments exclude repairs and replacement parts, which restore an asset to regular functioning status.
- 12.1.5 Definition: "Vehicle Betterment" includes equipment purchased with an individual value of \$1,000 or more that is affixed to the vehicle at the time of purchase for a permanent use and improves or extends the vehicle's functionality beyond its' original state (examples: light bars, radios, radars, MDT's, video systems, etc.). The individual values of the additional equipment will need to be added to the unit cost of the vehicle for a complete asset value of that vehicle. Any parts or services under \$1,000 added to the vehicle (examples: consoles, partitions, storage boxes, window tinting, decals, etc.) will not be added to the value of the vehicle.
- 12.1.6 The County Purchasing Agent is the person responsible for the acquisition, tagging, inventory, and disposal of all County fixed assets and surplus property working with the County Auditor to ensure the correctness of all records and reports as reflected on the

County's general ledger relating to general fixed assets of the County, in accordance with laws of the State of Texas (Section 262.011(i) Texas Local Government Code) and instructions of the Commissioners' Court.

- 12.1.7 The County Auditor is the person responsible for maintenance of property records. All transactions having to do with fixed assets of the County must flow through the County Auditor who is responsible for monitoring and maintaining fixed assets records. County Auditor will supply County Offices with all necessary forms and information concerning the transfer and accountability of fixed assets assigned to the various County Offices.

12.2 FIXED ASSET PURCHASE PROCEDURES:

- 12.2.1 When an Office generates a request for an item that qualifies as a fixed asset the Office must select proper fixed asset category code resulting in automatic notification to the County Auditor. This process introduces the asset into the fixed assets records.
- 12.2.2 The County Auditor initiates an Inventory Action Notice for Tag Number form. An asset barcode number is assigned, printed and affixed to the form.
- 12.2.3 The County Auditor makes a copy of the Inventory Action Notice for Tag Number form and forwards to the ordering department. The County Auditor sends the original form with the barcode tag to Purchasing.
- 12.2.4 Purchasing receives the Inventory Action Notice.
- 12.2.5 Office receives a copy of the Inventory Action Notice from the County Auditor. This alerts the Office of their responsibility to notify Purchasing when the new asset arrives.
- 12.2.6 Purchasing monitors expected delivery dates by reviewing purchase orders on file and by periodic contact with the ordering Office.
- 12.2.7 When the new asset arrives at the ordering Office, the Office is responsible for contacting Purchasing to schedule asset tagging.
- 12.2.8 On the scheduled date, Purchasing arrives at the ordering Office, and identifies the asset to determine whether the asset meets specifications. Once specifications are verified, Purchasing will affix the assigned barcode tag to the asset, and complete the original Inventory Action Notice. A representative of the Office signs the Inventory Action Notice thus accepting responsibility for the new asset.
- 12.2.9 The Inventory Action Notice is completed and executed. Copy is

sent to Purchasing, copy is retained by originating Office and original sent to the Auditor.

12.2.10 County Auditor updates fixed asset database.

12.3 INVENTORY OF FIXED ASSETS:

12.3.1 100% physical inventory of all fixed assets will be conducted annually under the supervision of the County Purchasing Agent. The purpose of the inventory is to verify the accuracy of the fixed assets records.

12.3.2 Prior to the start of the annual inventory, Purchasing will decide the inventory schedule for the next inventory cycle. Dates are assigned for each Office. After the schedule is established, Purchasing will send notification to each Office with their assigned date. Two (2) weeks prior to the Office's scheduled date, the County Auditor will forward their current inventory with instruction to review by a predetermined date. The Offices are to forward all corrections to the County Auditor to update the database prior to the start of their physical inventory.

12.3.3 Following the database updates by the County Auditor, Purchasing will go through the Office conducting a physical inventory, scanning each asset with a barcode scanner. Scanning with the barcode reader ensures the identification and accuracy of the inventory based on all fixed assets identified in the County Auditor's fixed asset property records. Any corrections identified during the physical inventory process will be sent to the County Auditor to update the database.

11.3.4 If during the inventory there are items in the Office, which are not listed on the Office's inventory, those items will be documented and turned in with the inventory to the County Auditor so that the assets may be added to the inventory records.

12.3.5 Immediately following the physical search, the barcode scanner data is downloaded into the fixed asset property records by Purchasing and is acknowledged by the County Auditor. All assets that have been located are acknowledged within the system and those not located are identified. The County Auditor will update all records and create a list of missing assets. The list is provided to Purchasing who in turn forwards to the Office. A one-week deadline is established for locating unaccounted items.

12.3.6 The Office is required to account for the missing assets within one week of receiving the list and forward their findings to Purchasing for verification. Purchasing will return to the Office to physically verify the item(s) located. Any outstanding assets will be reported to the County Auditor for action.

- 12.3.7 The County Auditor will give the Office a one-week period for explanation of the missing asset. After this time frame, the unaccounted for assets will be presented to Commissioner's Court for their action.
- 12.3.8 Commissioner's Court will be provided with a full detailed report of the missing asset(s). This report will include the original purchase price, the acquired date, and the depreciated value of the asset(s) to current date, etc. At the discretion of the Commissioner's Court, the elected official/department head may be required to reimburse the County for the missing asset(s).
- 12.3.9 When the inventory is completed, the elected official/department head will sign a final copy of their inventory printout denoting their acceptance of the findings on the inventory.
- 12.3.10 A final inventory of all County property will be provided to each member of the Purchasing Agent Appointment Board and the County Auditor on July 1st of each year.

12.4 FIXED ASSET DISPOSAL AND TRANSFER PROCEDURES:

- 12.4.1 Definition: "Salvage property" means personal property, other than items routinely discarded as waste that because of use, time, accident, or other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.
- 12.4.2 Definition: "Surplus property" means personal property that: Is not salvage property or items routinely discarded as waste; Is not currently needed by it's owner; Is not required for the owner's foreseeable needs; and Possesses some usefulness for the purpose for which it was intended.
- 12.4.3 Definition: "Redistribution" means to prevent unnecessary purchases, the County Purchasing Agent, with the approval of Commissioners Court, shall transfer County supplies, materials and equipment from a subdivision, department, officer, or employee of the County that are not needed or used to another subdivision, department, officer, or employee requiring supplies or materials or the use of the equipment. The County Purchasing Agent shall furnish to the County Auditor a list of transferred supplies, materials and equipment. Section 262.011(j) Texas Local Government Code.
- 12.4.4 All transfers and dispositions of assets will be directly transferred to Purchasing with the proper paperwork. Examples are as follows: assets sent to auction, assets to be transferred to another County Office, or destroyed assets. All transfers and dispositions must go to or through Purchasing. Offices are to continue to complete paperwork with both releasing Office and accepting Office, which will always be Purchasing.

- 12.4.5 All disposals and transfers of County fixed assets require the use of Fort Bend County's Auditor's Form 1059-B, Revised 12/03.
- 12.4.6 All forms must be completed, indicating the specific request or action, and signed by the requesting Office. Purchasing will sign as the accepting Office.
- 12.4.7 County property, which is broken or no longer needed by an Office, will be transferred to the County Surplus Property Warehouse located at 9110 Long Street, Needville. The warehouse accepts these items on Fridays from 8:00 am – 3:00 pm. Purchasing will arrange for pickup and delivery of such property.
- 12.4.8 Two copies of the completed Form 1059-B are made. The original is sent to the County Auditor for recording into the fixed asset records, one copy is sent to Purchasing for the disposal files, and one copy is kept on file within the Office.
- 12.4.9 County Purchasing Agent will periodically request that Commissioners' Court declare property "surplus" (in excess of needs - - useful) or "salvage" (has no value -- not useful). Surplus and salvage property shall be disposed of according to State laws on disposition of property. County employees will be allowed to bid on surplus property offered to the public, just as any other citizen of the County.
- 12.4.10 Any stolen, abandoned or confiscated property seized by a peace officer may be disposed of in accordance with Article 18.17, Texas Code of Criminal Procedures.
- 12.4.11 The County Auditor shall determine the required entries in the general ledger to reflect the disposition of an asset.
- 12.4.12 The County Auditor will conduct "exit" inventories when a change in an elected official/department head responsibility occurs.
- 12.4.13 Conclusion: While all issues pertaining to fixed assets cannot be addressed in this manual, the intent is to provide sufficient direction for the daily operations of the County. Any issue not specifically addressed by this manual should be directed to the County Purchasing Agent or the County Auditor prior to any action being taken.

INVENTORY ACTION NOTICE ASSETS RELEASED TO AUCTION

DEPARTMENT _____ DEPT # _____ DATE _____

TAG	DESCRIPTION	MAKE	MODEL	SERIAL #

The items listed above are salvage or excess to the needs of my department and are released for disposal through public auction or redistribution.
(NOTE: If transferring to another department, DO NOT use this form, do appropriate paperwork.)

DEPARTMENT HEAD SIGNATURE (or AUTHORIZED Agent) _____ (printed name) _____ DATE _____

RECEIVED: (Must be signed to be valid)

_____ DATE _____
 INVENTORY MANAGER (or AUTHORIZED Agent)

AUDITED BY:
DATE:

NOTE: If you need more room to list TAGGED assets, copy this form as necessary. Please attach all forms together.

PROCESSED BY: _____ DATE: _____

INVENTORY ACTION NOTICE

FOR DISPOSALS & TRANSFERS

Department Name: _____ Dept #: _____

Tag # : _____ Model: _____ Serial # : _____

Asset Description: _____

If you need additional space, please attach to this sheet.

AUCTION	Auction Year: _____ Date Sent: _____ Condition: _____
DESTROY	Date: _____ Reason: _____ <i>If destroyed in accident, attach copy of Police or Sheriff's report and any newspaper articles or pictures.</i>
LOST	Date last seen: _____ Circumstances: _____
STOLEN	Date stolen: _____ Circumstances: _____ <i>Attach copy of Police or Sheriff's report and any newspaper articles or pictures.</i>
TRADE-IN	Trade-In Value: \$ _____ Tag # (new item): _____ Description (new item): _____ PO#: _____
TRANSFER	DEPT NAME & #: _____ Transfer Date: _____ Reason for Transfer: _____

THIS IS TO CERTIFY THAT THE ABOVE ASSET HAS BEEN DISPOSED AS NOTED AND IS NO LONGER IN MY CUSTODY. THE ABOVE INFORMATION IS TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE.

 Department Head Signature (or Authorized Agent) _____
 Date

THIS IS TO CERTIFY THAT I HAVE RECEIVED THE ABOVE ASSET AND IT IS NOW IN MY CUSTODY. THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

 Department Head Signature (or Authorized Agent) _____
 Date

FOR PURCHASING 'S USE ONLY PROCESSED BY & DATE: _____

FOR AUDITOR'S USE ONLY ENTERED BY & DATE: _____

INVENTORY ACTION NOTICE

FOR INTERDEPARTMENTAL TRANSFERS

Original Location: _____ Dept #: _____

Tag # : _____ Model: _____ Serial # : _____

Asset Description: _____

TRANSFER	NEW LOCATION & #: _____	Transfer Date: _____
	Reason for Transfer: _____	

THIS IS TO CERTIFY THAT THE ABOVE ASSET HAS BEEN RELOCATED WITHIN THE DEPARTMENT AS NOTED . THE ABOVE INFORMATION IS TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE.

Department Head Signature (or Authorized Agent) _____
Date

FOR PURCHASING 'S USE ONLY
PROCESSED BY & DATE: _____

FOR AUDITOR'S USE ONLY
ENTERED BY & DATE: _____

ANNEX A

Fort Bend County Procurement Card Policy and Procedures

Approved: 31 AUGUST 2004

*Revised: 21 November 2006, Revised: 17 November 2009, Revised: 01 May 2012,
Revised: 03 July 2012, Revised: 02 June 2015,
Revised: 28 July 2015 Effective 1 August 2015*

1.0 PURPOSE

To establish a methodology for use and to define the limits of use of County issued Procurement Cards provided to authorized personnel in order to make purchases of goods and/or services and to establish penalties for unauthorized use.

2.0 ATTACHMENTS

- 2.1 Employee Agreement
- 2.2 Enrollment/Request Form
- 2.3 Dispute Report
- 2.4 Document Submission Form

3.0 GENERAL

3.1 DEFINITIONS

3.1.1 *Vendor:* A company (partnership, sole proprietorship, or corporation) from which a cardholder is purchasing materials and/or equipment or services under the provisions of this procedure.

3.1.2 *Cardholder:* Personnel who have been authorized to use a Procurement Card and who are authorized to make purchases in accordance with these procedures.

3.1.3 *Department Procurement Card Coordinator:* The person responsible for all program details, including all cardholder inquires.

3.1.4 *Statement of Account:* This is the monthly listing of all transactions by the cardholder, issued by the bank and distributed to the cardholder.

3.1.5 *Requisitioner:* An employee who has a need for materials or services that can only be fulfilled by a vendor. Under this Procurement Card Procedure, a requisitioner may be a cardholder.

3.1.6 *Card Issuer Account Manager:* Managing representative from the bank who issues the Procurement Card.

3.1.7 *Unauthorized Purchase:* Any use of the Procurement Card that does not comply with all requirements of this policy.

3.1.8 *Procurement Card Administrator:* Purchasing Agent representative.

3.1.9 *Original Transaction Documentation:* Onsite documented evidence of procurement.

4.0 PROCEDURE:

4.1 INTRODUCTION:

4.1.1 This program is being established in order to provide a more rapid turnaround of requisitions for low-dollar value goods and to reduce paperwork and handling costs. By using the Procurement Card you dramatically shorten the payment cycle from the traditional requisition process. The traditional process includes pricing inquiry, order placement, delivery of goods, invoice and voucher review. Those requisitioners who have been issued Procurement Cards may now initiate transactions in person or by telephone, within the limits of this procedure and receive goods. Under certain circumstances, internet purchases may be made but **must first be approved by the Purchasing Agent's Office with the exception of travel arrangements (hotel, airfare, car rental and registration fees in accordance with Fort Bend County Travel Policy)**. The Cardholder must provide a printed copy of the approval email (dated prior to purchase) from Purchasing with required documentation. This program also relieves employees and officials of the burden of using personal funds to pay material travel and training expenses such as lodging, airfare, rental car, and registration. Payments to vendors are made via the MasterCard settlement system. Accounts payable will make monthly settlements with the Bank.

4.2 DEPARTMENT PROCUREMENT CARD COORDINATOR:

4.2.1 Elected Officials/Department Heads must designate a department procurement card coordinator to oversee their department's expenditures and receipts.

4.2.2 Department procurement card coordinators are responsible for receiving transaction documentation, matching transaction documentation and submitting to the Auditor's Office for payment. The original transaction documentation must be submitted to the Auditor's Office on the documentation submission form within three (3) days after the transaction date or within two (2) days after the cardholder returns to work after the transaction date. Copies of all documentation must be kept by the Department Procurement Card Coordinator to allow reconciliation at the end of the month.

4.2.3 Department procurement card coordinators will contact the Procurement Card Administrator to order new cards, cancel cards or request limit changes on the card.

4.3 RECEIVING A PROCUREMENT CARD

4.3.1 Elected Officials/Department Heads and managers may propose personnel to be cardholders by having their department procurement card coordinator complete the enrollment request form and submitting to the Procurement Card Administrator.

4.3.2 The proposed cardholder shall be issued a copy of this procedure and shall be required to attend a Procurement Card training session, sign an Enrollment Request Form and an Employee Agreement. The Agreement (Attachment 1) indicates that the cardholder understands the procedure and the responsibilities of a cardholder. The Enrollment Form (Attachment 2) contains all information required to properly enter the Cardholder in the Procurement Card Program. On the Enrollment Form, the Elected Official/Department Head will designate:

4.3.2.1 a single purchase limit, and

4.3.2.2 a 30-day limit

4.3.2.3 purchases or uses requested for the cardholder

4.3.2.4 justification for any commodity purchases

4.3.3 The Procurement Card Administrator shall maintain all records of Procurement Card requests, limits, cardholder transfers and lost/stolen/ destroyed card information.

4.4 AUTHORIZED PURCHASING CARD USE

4.4.1 The unique Procurement Card that the cardholder receives will have his/her name embossed on it and shall **ONLY** be used by the cardholder. **NO OTHER PERSON IS AUTHORIZED** to use that card. The cardholder may make transactions on behalf of others in their department with the approval of a supervisor authorized to approve such purchases. However, the cardholder is responsible for all use of their card.

4.4.2 Use of the Procurement Card shall be limited to the following conditions:

4.4.2.1 A total value of a transaction shall not exceed a cardholder's single purchase limits. Payment of a purchase **WILL NOT** be split into multiple transactions to stay within the limit.

4.4.2.2 All items purchased "over the counter" must be immediately available at time of Procurement Card use. No backordering of merchandise is allowed.

4.4.2.3 Transaction volumes must not be exceeded (i.e. # and \$ amount of authorized transactions).

4.4.2.4 Spending limits and commodity restrictions must be adhered to.

4.4.2.5 Fuel purchased while out-of-County on official business only when traveling in County vehicle. Only exception is if all County fuel sites are out of service. Vehicle Maintenance will notify Procurement Card Administrator if a fuel site is inoperable. Cardholder must provide written notice of out of service conditions from Vehicle Maintenance and/or Procurement Card Administrator with required documentation. If fuel site is unknowingly inoperable, the driver may use the card to purchase up to

\$5.00 of fuel to get to the next County fueling site. Driver must notify Department Procurement Card Coordinator of any non-working fuel sites, in turn the Department Procurement Card Coordinator must notify Vehicle Maintenance.

4.5 UNAUTHORIZED PROCUREMENT CARD USE

4.5.1 The Procurement Card **SHALL NOT BE USED** for the following:

4.5.1.1 Any commodity or service not expressly authorized by Purchasing to the cardholder.

4.5.1.2 Personal purchases or purchases for family members or friends or for identification.

4.5.1.3 Entertainment expenses, meals and travel expenses for non-County related business.

4.5.1.4 Meals, except those required during activation of Emergency Operation Center, Jurors, Lunch and Learn seminars or as approved by the County Auditor.

4.5.1.5 Cash Advances.

4.5.1.6 Telephone calls/monthly service (non-county related).

4.5.1.7 Fuel for non-County related trips or in-County travel.

4.5.1.8 Car washes.

4.5.1.9 Alcoholic Beverages.

4.5.1.10 Item(s) or service(s) purchased via the Internet see 4.1.1.

4.5.1.11 Any additional items/services as may be restricted by County policy.

4.5.2 A cardholder transaction that fails to comply with the current Fort Bend County Travel Policy while using their Procurement Card will qualify as an unauthorized purchase and will be borne as a personal expense by the cardholder.

4.5.3 A cardholder who makes unauthorized purchases or carelessly uses the Procurement Card will be liable (without the option for reimbursement) for the total dollar amount of such unauthorized purchases plus any administrative fees charged by the Bank or other associated costs in connection with the misuse. Any cardholder who incurs two (2) unauthorized purchases and/or failures to follow procurement card procedures within a 12 month period, as verified by the Auditor's Office, will have card revoked by Procurement Card Administrator. The cardholder will also be subject to disciplinary action, up to and including termination.

4.6 MAKING A PURCHASE

4.6.1 Each cardholder is responsible for ensuring the transaction will be accurately executed before completion of the transaction. To achieve this the cardholder will utilize the following "checklist" when making a purchase (before and during the transaction):

4.6.1.1 Coordinate with Purchasing to determine if vendors and prices have already been established for the required goods. If not, solicit a number of sources according to policy. If vendors furnish standing price

quotations or catalog prices on a recurring basis, check that the price listed is current.

4.6.1.2 Assure that **sales taxes** are not added to the purchase. You must require that the supplier remove any sales tax before completing the transaction. If you are executing an on-line transaction, you must review the transaction before submission. If the supplier refuses to honor the County's tax-exempt status, you may not use the Procurement Card for the purchase. The two (2) exceptions to this requirement are hotel occupancy taxes and fuel taxes, which are allowable charges to the Procurement Card.

4.6.1.3 Convenience fees are an allowable charge on the Procurement Card if charged when incurred from another public entity (cities, counties, state agencies). These fees are also allowed when the only form of payment requires a convenience fee (such as Paypal).

4.6.1.4 Once a vendor is designated and that vendor confirms that the product or service is available which meets the specification and delivery requirements, take the following steps.

4.6.1.4.1 Confirm that the vendor agrees to accept MasterCard.

4.6.1.4.2 Direct the vendor to include the following information on the packing list/shipping label:

4.6.1.4.2.1 Cardholder's name and telephone number;

4.6.1.4.2.2 Complete delivery address;

4.6.1.4.2.3 The words "Procurement Card Purchase";

4.6.1.4.2.4 The vendor's order number.

4.6.1.4.3 It is extremely important that all purchases be sent to the cardholder ordering the merchandise, as this will ensure that the documents necessary for record keeping are readily available to the cardholder.

4.6.1.4.4 If necessary, advise the individual within your area who receives merchandise of the vendor's name and order number, anticipated delivery date, number of boxes expected, carrier (UPS, Fed Ex, etc.). The receiver must notify the actual cardholder when delivery is made so that proper documentation is recorded.

4.7 CARDHOLDER RECORD KEEPING

4.7.1 Whenever a Procurement Card purchase is made, either over the counter or by telephone, original detailed/itemized documentation shall be retained as proof of the purchase. Such documentation will be used to verify the purchases listed on the cardholder's statement of account.

4.7.2 When the purchase is made over the counter, the cardholder shall retain the invoice and "customer" copy of the charge receipt (both). Prior to signing this slip, the cardholder is responsible for making sure that the vendor lists the quantity, and fully describes the item(s) on the charge slip.

4.7.3 When making a purchase by telephone or internet, the cardholder shall also document the transaction, confirmation number, subsequent detailed/itemized invoice, and all shipping documentation.

4.8 REVIEW AND SUBMISSION OF TRANSACTION DOCUMENTATION

4.8.1 The Department Procurement Card Coordinator shall prepare and submit the documentation (packing slip, invoice, cash register tape and Procurement Card slips, etc.) provided by the cardholder on the documentation submission form to the Auditor's Office within three (3) days of the transaction date or within two (2) days after the cardholder returns to work after the transaction date.

4.8.2 The Auditor's Office shall reconcile the cardholders transactions documentation to the online activity and confirm the following items as a minimum:

4.8.2.1 Detailed/itemized receipts and shipping documents exist for each purchase.

4.8.2.2 The goods were received or the services were performed.

4.8.2.3 The cardholder has complied with applicable procedures, including this Procurement Card procedure.

4.8.2.4 The Department Procurement Card Coordinator signs each documentation submission form ensuring each transaction was authorized and executed in accordance with the applicable policies and procedures.

4.8.3 The original detailed/itemized sales documents (packing slip, invoice, cash register tape and Procurement Card slips, etc.) for all purchases **MUST** be neatly attached on the documentation submission form and submitted to the Auditor's Office within three (3) days of the transaction or within two (2) days after the cardholder returns to work after the transaction date. Each documentation submission form must include: department name; cardholder name; accounting distribution; transaction description; and Department Procurement Card coordinator signature. This data is critical to enable audit substantiation. **IF THIS PROCEDURE IS NOT ADHERED TO, the transaction will be considered an unauthorized purchase resulting in card revocation upon the second occurrence within a 12 month period.**

4.8.4 If the cardholder does not have documentation of a transaction the cardholder shall attach a signed documentation submission form that includes a description of the item(s) purchased, date of purchase, vendor's name and reason for lack of supporting documentation. The cardholder must also remit a full reimbursement by check or money order to the Treasurer's Office for the unauthorized purchase and include a copy of the payment and Treasurer's receipt with the statement submitted to the Auditor's Office.

4.8.5 Procurement Card Returns – If the wrong item is received, is not satisfactory, or damaged and/or defective, duplicate order, etc., the cardholder shall make contact with the vendor to explain the problem to inquire about return policies.

4.8.6 When disputing a charge the cardholder shall:

4.8.6.1 First contact Vendor in an effort to determine a resolution. If that does not correct the issue,

4.8.6.2 The cardholder shall contact Department Procurement Card Coordinator who will then contact the Procurement Card Administrator.

4.8.6.3 Complete a dispute Report (Attachment 3) and submit same to the Department Procurement Card Coordinator who will then submit to the Procurement Card Administrator. Immediate action to resolve a dispute is of extreme importance.

4.8.6.4 If an item has been returned and a credit voucher received, the cardholder shall verify to the Auditor's Office that this credit will be reflected on the monthly statement. **Under no circumstances are cardholders to accept a cash refund.**

4.8.7 If items purchased by the use of the procurement Card are found to be unacceptable, the cardholder is responsible for obtaining replacement or correction of the item immediately. If the vendor has not replaced or corrected the item within 10 business days, then the purchase of that item will be considered in dispute.

4.9 CARD SECURITY

4.9.1 It is the cardholder's responsibility to safeguard the Procurement Card and account number to the same degree that a cardholder safeguards his/her personal credit information.

4.9.1.1 The cardholder must not allow anyone to use their account number. A violation of this trust will result in that cardholder having their card withdrawn and disciplinary action may occur.

4.9.2 If the Procurement Card is lost or stolen the cardholder shall immediately notify Department Procurement Card Coordinator who in turn will notify the Procurement Card Administrator.

4.9.3 A new Procurement Card shall be promptly issued to the cardholder after the reported loss or theft. A Procurement Card that is subsequently found by the cardholder after being reported lost shall be sent to Procurement Card Administrator and destroyed.

4.9.4 Failure to notify the Department Procurement Card Coordinator or Procurement Card Administrator of a lost or stolen Procurement Card immediately shall result in procurement card program revocation, disciplinary action, up to and including termination.

4.10 CARDHOLDER SEPARATION

Prior to separation from the County or transfer to another department, the cardholder shall surrender the Procurement Card and current Procurement Card purchasing log to Department Procurement Card Coordinator. Upon receipt, the Department Procurement Card Coordinator shall deliver to the Procurement Card Administrator. Please be aware that the responsibility of the void card remains with the cardholder/ Department Head until it has been received by the Procurement Card Administrator.

EMPLOYEE CARD AGREEMENT

I, _____, hereby request a Procurement Card through the County’s Procurement Card Program. As a cardholder, I agree to comply with the following terms and conditions regarding card utilization.

I understand that I am being entrusted with the Procurement Card and will be making financial commitments on behalf of the County.

I understand that the County is liable to the card issuer for all charges made on the card. I understand that I am personally liable for all charges not in compliance with this Agreement or with the Fort Bend County Procurement Card Policy Procedures Manual, (the Manual).

I agree to use the Procurement Card for purchases in compliance with the Manual and agree not to make personal purchases or any purchase in violation of the policy set forth in the Manual. I understand that the County Auditor and/or Procurement Card Administrator will audit the use of the Procurement Card and that appropriate actions will be taken to enforce this Agreement and violations of the Manual. Failure to follow the Manual may result in the revocation of my use of the Procurement Card and other possible disciplinary actions, including termination

I have received a copy of the Manual and understand the requirements of the use of the Procurement Card. I agree to return the Procurement Card immediately upon request or upon termination of my employment (including retirement).

If the Procurement Card is lost or stolen, I agree to notify the Department Procurement Card Coordinator immediately. I further agree to safeguard the Procurement Card in the same manner that I safeguard my personal financial items and information, such as cash, checks and credit cards. If the Procurement Card is used in a manner not authorized by the Manual, I agree to notify the Department Procurement Card Coordinator immediately.

I understand that the burden of proof will be upon me to show that the items purchased were made in compliance with the policy as set forth in the Manual. I agree to comply with competitive procurement policies and will obtain the best value when using the Procurement Card to make a purchase.

Purchases made in violation of the policy as set forth in the Manual will subject me to personal liability for the total dollar amount of such unauthorized purchase(s).

Employee Signature *SS# (last 4 digits)* *Date* *Department*

Elected Official/Department Head *Date*

ENROLLMENT/REQUEST FORM

This form is to request and enroll in the County's Procurement Card Program. I understand that if approved, I will be issued a Procurement Card in my name to be used for official County business only. As a cardholder, I understand that I will be required to sign a Procurement Card Agreement and attend a Procurement Card training session prior to issuance of a Procurement Card.

DEPARTMENT: _____

DEPARTMENT ACCOUNTING UNIT: _____

CARDHOLDER'S NAME: _____

SOCIAL SECURITY NUMBER (LAST 4 DIGITS): _____

BIRTH DATE: _____

HOME ADDRESS: _____

COUNTRY OF CITIZENSHIP: _____

EMAIL ADDRESS: _____

DEPARTMENT HEAD NAME: _____

SIGNATURE OF DEPARTMENT HEAD: _____

Request a monthly purchase limit of \$ _____,

For Procurement Card Coordinator Use Only

Card Number: _____ Expiration Date: _____

Date of Training/Manual Issuance: _____

As cardholder, my signature acknowledges that I have received the listed Procurement Card, training and Procurement Card procedures manual.

Cardholder Signature

Date

DISPUTE REPORT

In accordance with the Fort Bend County Procurement Card Program procedures, the listed product/service is in dispute:

Item Ordered:	_____
Date Ordered:	_____
Date Received:	_____
Authorized Amount:	_____
Statement Amount:	_____
Vendor:	_____

Card Number:	_____
Cardholder Name:	_____
Phone Number:	_____
Department:	_____
Department Account:	_____

Reason for Dispute: _____

Actions taken to Remedy: _____

Fort Bend County Procurement Card

Documentation Submission Form

Amount \$ _____

Department _____ Cardholder _____

Accounting Distribution _____
(for multiple accounts) _____

Accounting Unit

Account #

Activity

Acct Cat.

Transaction Description _____
(please give details) _____

Coordinator/Dept. Head _____
Signature _____ Date _____

Affix Original Receipt here (please no tape)

Annex B

Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

Revised June 2, 2015, Effective August 1, 2015

Revised July 28, 2015, Effective August 1, 2015

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

OUT OF STATE TRAVEL:

Authorization: The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

Documentation: The traveler must provide an excerpt from the Commissioners' Court minutes (<http://www.fortbendcountytexas.gov/index.aspx?page=55>) with the travel reimbursement form.

LODGING (In and Out of State):

Hotel:

Hotel reimbursements are limited to the Federal Travel Regulations set forth by US General Services Administration (GSA) by location not including taxes. The rates are set annually and vary by month and location. The maximum rates for lodging per day can be found at:

http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts based on travelers destination.

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: http://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm (be sure to check the correct fiscal year). **When making a reservation the traveler must ask for the State of Texas Contract rate (not the government rate) and be prepared to provide the County's agency #: C0790. Traveler must verify confirmed rate matches the negotiated**

contract rates found on the State's website listed above and does not exceed the GSA daily allowance.

If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty but the traveler must reserve the room at the group rate and be able to provide documentation of the group rate.

The traveler will be responsible for the excess charge over the GSA per diem rate for the city/county even if using the State rate. The Auditor's Office will deduct from the travelers' reimbursement any excess charges over the GSA per diem rate. Travel websites including but not limited to Expedia and Travelocity should not be used to book lodging.

Travel Days: If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

Additional fees allowable: Self-parking

Additional fees allowable with justification: Valet parking is allowable if an extreme hardship exists due to physical disability of the traveler or if no self-parking is available.

Fees not allowable: Internet, phone charges, laundry, safe fees

Gratuities: Gratuities are not reimbursable for any lodging services.

Overpayments by County: Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

Procurement Card: The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: **A final settled hotel bill with a zero balance from the front desk is required even if lodging is paid by the procurement card. The hotel bill left under the door is not acceptable.** The hotel bill should be scrutinized before traveler departs to make sure all charges are valid and notify hotel of any invalid charges and resolve issues before departing. Any invalid charges will be the responsibility of the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

Changes/Modifications to Reservation – Any modifications including cancellation of reservation, the traveler must obtain a confirmation number and note the name of the person they spoke with in case the hotel charges the traveler. If the traveler does not obtain a confirmation number then any expenses incurred will be the responsibility of the traveler. Expenses resulting from changes or modifications to travel reservations will be paid by the County if the traveler produces documentation that a family emergency exists.

MEALS:

Texas: Meals including gratuities will be reimbursed to the traveler at a flat rate of \$36/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$27/day.

Out-of-state: Meals including gratuities will be reimbursed to the traveler at a flat rate of \$48/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$36/day.

Day trips: Meals will not be reimbursed for trips that do not require an overnight stay.

Procurement Card: No meal purchases are allowed on any County procurement card.

Documentation: No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

TRANSPORTATION:

Personal Vehicle: Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employee's vehicle odometer reading or by a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

Allowable expenses: Parking and tolls with documentation.

County Vehicle: Fuel purchases when using a County vehicle should be made with the County Procurement card if available. Original receipts will accompany the Procurement Card statement but a copy must be provided with the travel reimbursement request.

Allowable expenses: Parking and tolls with documentation required.

Airfare: Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. The payment confirmation and itinerary must be presented with the travel reimbursement form. The traveler will be responsible for the excess charges of an airline ticket purchase other than a coach/economy seat. When using Southwest Airlines a traveler should choose the "wanna get away" flight category.

Allowable Expenses: Bag fees. Fare changes are allowable if business related or due to family emergency.

Unallowable Expenses/Fees: Trip insurance, Early Bird Check In, Front of the line, Leg Room, Fare changes for personal reasons.

Rental Car: Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/>. The contact information for Avis is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/>. The contact information for Enterprise is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/>. You will need to make your reservations at least 14 days in advance and provide the County's agency #: C0790. The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip.

Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

Enterprise:

- Optional Customer, Coupon or Corporate number is **TXC0790**
- Please enter the first 3 characters of your company's name or PIN number **FOR**
- Enterprise will automatically bill FBC when you reserve your vehicle so you need to have a purchase order before your departure.

Avis:

- Avis Worldwide Discount (AWD) Number or Rate Code **F930790**
- You cannot use the wizard option if you have an account with Avis, the wizard will override the state rate and normally the State rates are less.

Unallowable Fees/Charges: GPS, prepaid fuel, premium radio, child safety seats, additional insurance, one way rentals.

Allowable expenses: Parking and tolls allowed with documentation.

Other Transportation: Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

Gratuities: Gratuities are not reimbursable for any transportation services.

Procurement Card: The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

REGISTRATION:

Registration fees: Registration fees are reimbursable for events that serve a Fort Bend County purpose. Registration fees for golf tournaments, tours, guest fees and other recreational events are not reimbursable.

Procurement Card: The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

GRANTS:

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

TRAVEL REIMBURSEMENT FORM:

The traveler must use the current travel reimbursement form (<http://econnect/index.aspx?page=55>) for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30

days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

EXCLUSIONS:

If the traveler has custody of a person pursuant to statute or court order or if the traveler is required by court or legal entity to appear at a particular time and place the traveler will not be penalized for accommodations that require a 14 day advance purchase ticket if travel is required with less than 14 days' notice.

If the traveler has custody of a person pursuant to statute to court order the traveler will not be held to the 75% per diem on the departure and final day of travel.