

APPENDIX E, ATTACHMENT I: CARDHOLDER USER AGREEMENT

You are being entrusted with a City of Somerton purchasing credit card, issued by Wells Fargo Bank. The card is provided to you based on your need to operate locally on a daily basis and to purchase materials for the city. It is not an entitlement nor reflective of title or position. The card may be revoked at any time without your permission. Your signature below indicates that you have read and will comply with the terms of this agreement.

1. I understand that I will be making financial commitments on behalf of the City of Somerton and will strive to obtain the best value for the city.
2. I have read and will follow the Purchasing Card Policies and Procedures. Failure to do so could be considered a misappropriation of City of Somerton funds. Failure to comply with this Agreement may result in either revocation of my use privileges or other corrective action, up to and including termination.
3. I understand that under no circumstances will I use the Purchasing Card to make personal purchases, either for myself or for others. Using the card for personal charges could be considered misappropriation of city funds and could result in corrective action, up to and including termination of employment.
4. I agree that should I violate the terms of this Agreement and use the Purchasing Card for personal use, the City of Somerton shall have the right to deduct any amounts owed, including but not limited to charges incurred from collection agencies, internal administration costs, court costs, etc, from my paycheck or final paycheck. The laws of the state of Arizona shall govern the enforce ability of this agreement.
5. The Purchasing Card is issued in my name. I will not allow any other person to use the card. I am considered responsible for any and all charges against the card.
6. The Purchasing Card is city property. As such, I understand that I may be periodically required to comply with internal control procedures designed to protect City of Somerton assets. This may include being asked to produce the card to validate its existence and account number.
7. If the card is lost or stolen, I will immediately notify Wells Fargo Bank by telephone at 800-932-0036 and the Program Administrator.
8. I will receive a monthly statement, which will report all purchasing activity during the statement period. Since I am responsible for all charges (but not for payment) on the card, I will reconcile the statement each month, make any coding changes to the expenses if needed, and resolve any discrepancies by either contacting the merchant or Wells Fargo Bank myself.
9. I agree to surrender the Purchasing Card immediately upon termination of employment, whether for retirement, voluntary, or involuntary reasons.

Employee Name (Print)

Last 8 Digits of Card Number

Employee Signature

Date

(Res. 2008-011, passed 2-19-2008)

**APPENDIX E, ATTACHMENT II: PURCHASING CARD
ACCOUNT MAINTENANCE FORM**

Type of Request (Circle One):

- | | |
|--------------------|---------------------------------------|
| A. New Account | E. Staff Relocation - New GL: _____ |
| B. Address Change | F. Temporary Increase, Amount: _____ |
| C. Account Closure | Reason: _____ |
| D. Name Change | Date: _____ |
| | G. Single Transaction Increase: _____ |
| | H. Other: Describe _____ |

To Add a New Account (Request "A"):

1. Circle "New Account under Type of Request Above"
2. Complete the section under "Card Information"

To Change Information on an Existing Account (all Other requests):

1. Indicate Type of Request Above
2. Fill in Last 8 Digits of Account Number: _____
3. Fill In Current Name on Card: _____
4. Complete only the Fields to be Changed in Card

Information Section:

_____ Name (24 Characters) Embossed on Card	_____ Last 5 Digits of Card Holder's Number
_____ Address (36 Characters Maximum)	_____ Job Title
_____ City (25 Characters Maximum)	_____ Dept/GL Information
_____ State (2 Characters)	_____ Zip Code

Authorization:

_____ Employee Signature	_____ Date
_____ Approving Director Signature	_____ Date
_____ Program Administrator Signature	_____ Date

APPENDIX E, ATTACHMENT III: PREFERRED VENDORS LIST

See Program Administrator for updated vendors list.

**APPENDIX E, ATTACHMENT IV: WELLS FARGO BANK
COMMERCIAL CARD DISPUTE FORM**

Wells Fargo must receive transaction dispute within 60 days of posting to your account.
Attn: Dispute and Loss Specialist

Date: _____
Company Name: _____ City of Somerton _____
Account Number: _____
Transaction Date: _____ Amount: _____
Merchant Description: _____

Please take a moment and check the appropriate statement that validates your dispute. Please attach any supporting documentation that validates your dispute, such as: credit memos, letter to merchants, sales slips or proof of payments.

_____ I certify that the transaction disputed was not made by me or the person authorized by me to use the card, nor were the goods or services represented by this transaction received by myself or a person authorized by me.

_____ Although I did engage in the above transaction, I am disputing the entire charge, or a portion in the amount of \$ _____. I have contacted the merchant and requested a credit to my account for the reason explained in the attached letter.

_____ The enclosed sales slip for \$ _____ appeared on my statement as \$ _____.

_____ The enclosed credit memo: _____ has not posted to my account OR was listed as a purchase on my statement/activity report.

_____ I did not receive the service and/or merchandise. I have contacted the merchant and they have not resolved my dispute. I expected to receive the merchandise/services on ____/____/_____.

_____ I have already paid for the transactions shown above by: _____ check _____ cash
_____ money order _____ other credit card.

Your Signature Date Phone Number

Please return this form immediately. We appreciate your cooperation and urge you to contact us at 800-932-0036, if you have any questions. Fax completed form to 415-975-6635.

APPENDIX E, ATTACHMENT V: DECLARATION OF FORGERY OR UNAUTHORIZED USE

Re: Wells Fargo WellsOne Commercial Card
Account Number: _____

I, _____, have reported that my above numbered card or account (please check and complete applicable section):

- With an expiration date of _____ was not received by me.
Was discovered missing on _____.
Was stolen on _____, at _____.
I have notified the _____ police, who took report # _____.
May have been used without my authorization, though valid card was in my possession at all times.
Additional information enclosed on separate sheet.

I last used the said card on _____, 20__ in the city of _____.
Any duplicate of this card has been destroyed.

The transaction(s) listed below or on the attached sheet and/or transaction made after the date of the last usage were not made by me or by a person acting with my authorization. I received no benefit whatsoever from such use. I further authorize you to accept my telephone verification of any subsequent transaction(s).

Table with 3 columns: TRANSACTION DESCRIPTION, TRANSACTION DATE, AMOUNT. Includes three rows of blank lines for data entry.

I declare under penalty of perjury that the foregoing is true and correct, and I will testify, declare, depose or certify to the truth hereof before any competent tribunal, officer, or person in any case now or hereafter pending in connection with the matters contained within this declaration.

Executed at (City/County and State) _____ Date _____

Signature of Cardholder _____

Signature of Other Authorized User _____ Signature Of Other Authorized User _____

Somerton - Administration

STATE OF ARIZONA }
 }ss.
 County of Yuma }

SUBSCRIBED AND SWORN before me this _____ day of _____, 20__ by

Notary Public

My commission expires: _____ .

APPENDIX E, ATTACHMENT VI: BUSINESS CARDHOLDER AGREEMENT**Policy:**

Credit cards are issued at the discretion of the City of Somerton to City Council members and employees who are granted a formal delegation purchasing authority. Delegation of the City of Somerton purchasing authority governs the use of the credit card as a tool for purchasing materials and services for less than \$2,500. The cardholder agrees to comply with all applicable city policies and procedures and this Cardholder agreement. When signed and accepted, this form acts to assign the formal delegation of purchase authority to a current city employee.

Compliance with Policy, Violations and Consequences:

Employee violations to this agreement or to any policy regarding the purchase of goods or services will be investigated and may result in either one or more of the following actions: written warning, revocation of credit card privileges, cancellation of delegation of purchasing authority, disciplinary action, and termination and/or criminal prosecution. Human error and extraordinary circumstances may be taken into consideration when investigating any violation to this agreement.

Employee violations to this agreement or to any policy regarding the purchase of goods or services will be investigated and may result in either one or more of the following actions: written warning, revocation of credit card privileges, cancellation of delegation of purchasing authority and/or termination as a city employee. Human error and extraordinary circumstances may be taken into consideration when investigating any violation to this agreement.

The Administrative Services Director has the authority to investigate and to determine whether a violation of procurement policy has occurred, and to recommend actions that may be taken because of such determinations. The City of Somerton will consider the facts and circumstances of each incident, and will take action as deemed appropriate.

Credit Card violations include but are not limited to:

- Purchase of items for personal use
- Purchase of items in violation of city policy
- Use of the credit card for cash advances
- Exceeding bank credit line limit
- Use of the credit card for purchase of more than \$2,500 by splitting purchases into more than one transaction
- Failure to return the credit card when an employee is reassigned, terminated or upon request
- Failure to turn in packing slips, receipts or other backup documentation to the Accounts Payable Clerk within ten days of the request from Accounts Payable

Ownership and Cancellation of the Credit Card:

The credit card remains property of the Bank. It may not be transferred to, assigned to, or used by anyone other than the designated Cardholder. The Cardholder is accountable for the activity on the card. The bank or the city may suspend or cancel Cardholder privileges at any time for any reason. The

Cardholder will surrender the credit card upon request to Administrative Services Director or any authorized agent of the Bank.

Spending Limits:

Each credit card has a pre-set limit of \$2,500 (including shipping, handling and tax) that may not be exceeded under any circumstances.

Receipts:

It is the Cardholder's responsibility to obtain transaction receipts from the merchant each time the credit card is used. Individual transaction receipts are to be attached to periodic statements and submitted to Accounts Payable.

Disputed Items:

It is the Cardholder's responsibility to follow-up on any erroneous charges, returns or adjustments to ensure proper credit is given on subsequent statements.

Protecting the Credit Card:

The credit card is valuable property which requires proper treatment by the Cardholder to protect it from misuse by unauthorized parties.

Validation and Safekeeping:

Sign the credit card immediately upon receipt. The credit card should always be treated with the same care as personal credit cards, bankcards, cash and checks. Keep your card(s) in an accessible, but secure location. When using the credit card for internet purchases, cardholders should ensure that the site utilizes industry recognized encryption transmission tools.

When the expiration date is passed and/or after you have received a new credit card, cut the old credit card in half and dispose of it. Make sure the credit card is returned to you after each charge and verify that the returned credit card has your name on it.

Lost or Stolen Credit Cards:

If the credit card is lost or stolen, contact the Bank's 24-hour toll-free number immediately and the Administrative Services Director.

Signed This Date: _____

Please Print

Title/Position

Signature