

TITLE 10

SPECIAL ORDINANCES, REGULATIONS, RULES, POLICIES, AND BARGAINING AGREEMENTS

SUBTITLE 3 — POLICIES

POLICY 36

USE OF PROCUREMENT CARDS

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I. ENFORCEMENT GENERALLY

36.010 Definitions

(A) As used in the policy, the term:

(1) “**Board**” means the Linn County Board of Commissioners.

(2) “**County**” means Linn County.

(3) “**Purchasing card**” means a credit card issued in the name of Linn County to a specific employee for the purpose of authorizing payment for goods and services for that employee’s office or department.

(4) “**Purchasing card administrator**” means the Linn County Treasurer, or designee, who administers the purchasing card program described in this policy.

(5) “**Purchasing card holder**” means an elected official or department head, or supervisor of other employees, or individual employees who are authorized by the purchasing card administrator to be issued a purchasing card. Independent contractors do not qualify for a purchasing card.

(6) “**Purchasing official**” means a County elected official or department head authorizing payments for goods and services from county funds annually budgeted and appropriated for that purpose.

(7) “**Purchasing card liaison**” means an employee of the County designated by an elected official or department head to review purchases made with a purchasing card for a particular office or department to ensure that all purchases are for official use and consistent with this policy. The purchasing card liaison and purchasing card holder may not be the same person for any one purchasing card.

[Adopted 09-049 eff 02/04/09; amd 17-387 eff 11/21/17]

36.020 Background

(A) The Board by law has the authority and responsibility to pay expenses incurred for County purposes from funds budgeted and appropriated. However, since 1977, it has been the practice of the Board to delegate to purchasing officials, the authority to make payments for purchases without first obtaining specific approval from the Board, provided that a sufficient balance remains within the pertinent appropriation for that purchasing official.

(B) This policy is to establish the guidelines by which a department head or elected official, acting for a County office or department, will utilize a purchasing card to make such purchases.

(C) With the advent of electronic payment, it is increasingly more convenient and expedient to make full utilization of such technology to efficiently serve the public.

(D) This electronic payment also allows the public officials to work more efficiently internally within the government in their service to the public.

(E) Ensuring that the person making a purchase with a purchasing card is subject to the requirements and safeguards which this policy endeavors to accomplish.

[Adopted 09-049 eff 02/04/09]

36.050 Policy

It is the policy of Linn County to establish the guidelines by which purchasing officials may make purchases using a purchasing card and to

authenticate such disbursements within the constraints of the budgeted appropriations, other provisions in county code and polices that limit or condition expenditures, and the applicable law. Furthermore, it is the policy of Linn County to ensure that the County bears no legal liability for the use of a purchasing card by an employee of a department or office.

[Adopted 09-049 eff 02/04/09]

II. POLICY IMPLEMENTATION

36.100 Procedure for issuing purchasing cards

(A) The purchasing card administrator will only issue a purchasing card if all of the following conditions are met:

(1) an employee who meets the qualifications of a purchasing card holder submits an application that contains:

(a) the employee’s signature on the contract between the employee, elected official or department head and County agreeing to the terms in the Cardholder Purchasing Card Agreement, attached as Appendix 1 to this policy;

(b) the name and signature of the authorizing purchasing official on the Authorization for Credit Card Issuance form, attached as Appendix2 to this policy;

(c) the name of the designated purchasing card liaison;

(d) the requested monetary limit on the purchasing card for any one expenditure by this purchasing card holder, subject to the requirements of LCP 36.300;

(e) the additional restrictions to be placed upon the purchasing card for that employee; and

(f) any other information or signature needed by the purchasing card administrator or credit card company to issue a purchasing card.

(2) Before a purchasing card may be issued, the purchasing card holder must attend a

minimum of one training session facilitated by the purchasing card administrator and then pickup the card in the purchasing card administrator's office.

[Adopted 09-049 eff 02/04/09]

36.200 Purchasing card controls

(A) The following list is of purchases that are expressly prohibited:

(1) to obtain cash advances through banks, ATMs and financial institutions;

(2) to accept cash in lieu of a credit to the purchasing card;

(3) to purchase gasoline using the card, except when it is purchased consistent with section 36.600 of this policy;

(4) to purchase alcoholic beverages, even if purchased with a reimbursable meal;

(5) to make any expenditure for any personal use, without limitation; and

(6) to purchase any meal, including any meal for which an authorized meal allowance is allowed pursuant to Linn County Policy 20, except when it is purchased consistent with Section 36.605 of this Policy.

(B) The purchasing card administrator will ensure that purchasing cards will be declined at specific vendors by Merchant Category Code (MCC), including:

(1) Bars and liquor stores;

(2) Banks, ATMs and financial institutions;

(3) any other MCC or restriction placed on a card by the purchasing official, purchasing card administrator, county administrative officer or Board.

[Adopted 09-049 eff 02/04/09; amd 15-252 eff 7/28/15]

36.300 Utilization of cards; Limits on maximum amounts

(A) The maximum amount of money that may be charged against a purchasing card shall not exceed:

(1) No single expenditure for an elected official or department head shall exceed \$5,000.

(2) No single expenditure for a purchasing card holder who is not an elected official or department head shall exceed \$1,000.

(B) The purchasing card administrator shall impose the monetary restrictions contained in subsection (A) of this section for each purchasing card issued, except as otherwise increased pursuant to section 36.400.

(C) The purchasing card holder, who is not the purchasing official, shall ensure that each expenditure using the purchasing card is not made without first obtaining specific approval from the purchasing official.

(D) The purchasing official shall ensure that a sufficient balance remains within the pertinent appropriation for that purchasing official's office or department.

(E) The purchasing card holder shall not combine multiple cards, or multiple transactions using one card, to exceed the monetary restrictions described in this section or to exceed any increased amount approved pursuant to LCP 36.400. This restriction is imposed consistent with the applicable public contracting law.

(F) The purchasing card holder is personally responsible to pay and must reimburse the County for expenditures that are personal in nature or not otherwise in compliance with this policy or the card holder purchasing agreement.

(G) The purchasing official's office or department is ultimately responsible for each and every cost incurred by the County due to a purchasing card issued to an employee.

(H) The purchasing official's office or department is responsible to ensure that charges made on each purchasing card is accurate and to dispute inaccurate charges with the bank that issues the purchasing cards.

[Adopted 09-049 eff 02/04/09]

36.400 Procedure for increasing limits on cards

(A) Exceptions to the maximum amount of money that can be charged against a purchasing card pursuant to LCP 36.300 is as follows:

(1) A single expenditure for an elected official or department head may exceed \$5,000 if:

(a) the purchasing card administrator has first been contacted by the elected official or department head so that the limit amount on the card may be raised; and

(b) the elected official or department head complies with LCP 36.500; and

(c) In no event shall the limit for an elected official or department head exceed the \$50,000 delegation under LCC 630.200.

(2) The maximum amount of money spent by a purchasing card holder who is not an elected official or department head for any one single expenditure may exceed \$1,000, but not \$20,000, if:

(a) prior written authorization, or verbal authorization if followed up in writing in a timely manner, is given by the purchasing official to the purchasing card administrator, which may include limiting the authorization to one specific expenditure; and

(b) the purchasing card administrator has raised the limit amount set for that purchasing card; and

(c) the purchasing card holder complies with LCP 36.500.

(3) The purchasing official may authorize, and the purchasing card administrator may raise, the purchasing limit of a purchasing cardholder pursuant to subsections (1) and (2) above for multiple expenditures or on a regular basis if necessary for the purchasing cardholder to perform the cardholder's job duties.

[Adopted 09-049 eff 02/04/09; amd 17-387 eff 11/21/17]

36.500 Application of Public Contracting Rules

Even with the issuance of purchasing cards, each purchasing card holder is advised that the

public contracting law continues to apply to products and services obtained by the County. The issuance of purchasing cards only increases an office's or department's ability to make procurements that are not authorized by law. It is the purchasing official's and purchasing card holder's responsibility to make sure all expenditures made with a purchasing card comply with the provisions of the Linn County Contract Administration Code LCC Chapter 630 and the Linn County Public Contracting Rules (for example, all intermediate procurements must be preceded by three informally solicited competitive price quotes or proposals). Any questions regarding whether or not an expenditure complies with the Linn County Contract Administration Code LCC Chapter 630 and the Linn County Public Contracting Rules should be directed to the Office of the County Attorney or the County Administrative Officer.

[Adopted 09-049 eff 02/04/09; amd 17-387 eff 11/21/17]

36.600 Restrictions on purchase of gasoline

(A) Use of the purchasing card to purchase gasoline is expressly prohibited, except as provided below:

(1) No purchase of gasoline for personal vehicles;

(2) No purchase of gasoline for county owned vehicles, except:

(a) when the gasoline is needed immediately for use of a particular vehicle and the purchasing card holder is outside of the geographic area or the fueling station is unavailable for use; or

(b) when an emergency exists that necessitates use of the purchasing card.

(3) No purchase of gasoline for fuel cans, boats and other vehicles not described in sections (1) and (2) of this section is authorized except when such gasoline is needed immediately to fulfill the job responsibilities of the purchasing card holder or subordinates. The purchasing official shall approve a limit on the amount of gasoline allowed to be purchased pursuant to this subsection

(3) using the Authorization for Purchasing Card Issuance form.

(4) Gasoline purchases for rental cars used out of our geographic area is permitted, provided the rental car is used for County business and a copy of the car rental documentation is given to the purchasing card liaison to put with the transaction log.

(5) This section of this policy should be narrowly construed to encourage use of the County fueling station as much as possible.

[Adopted 09-049 eff 02/04/09]

36.605 Restrictions on the purchase of meals

(A) Use of the purchasing card to purchase meals is expressly prohibited, except as provided below:

(1) No purchase of meals for personal use;

(2) No purchase of meals for which an authorized meal allowance is allowed pursuant to Linn County Policy 20, except for meals for which the reimbursement of the authorized meal allowance would not be taxable. For purposes of this subsection, an authorized meal allowance is not taxable if it is an authorized meal allowance for a County activity, reimbursable under Policy 20, where the County activity requires the employee to stay overnight away from the employee's home.

[Adopted 15-252 eff 7/28/15]

36.700 Procedure for reconciliation

(A) The purchasing card authority and purchasing card liaison shall audit all purchases made on each purchasing card assigned to that particular liaison. This audit process shall, at a minimum, include:

(1) the purchasing card holder shall provide receipts to the purchasing card liaison that shows the subject matter and cost of the each expenditure;

(2) an exception to the requirement of having to provide a receipt pursuant to section (1) above is obtaining the approval and signature on

an Affidavit of Lost Receipt form attached as Appendix 3 to this policy;

(3) the purchasing card liaison shall list each expenditure on the transaction log attached as Appendix 5 to this policy;

(4) all transaction logs, receipts, Affidavit of Lost Receipt forms, and any other documentation for a particular expenditure that is necessary to memorialize that such expenditure (hereafter, collectively "supporting documentation") shall be maintained together for not less than three years at each County office or department;

(5) the purchasing card liaison shall analyze all expenditures to identify expenditures made for personal reasons or that are inconsistent with this policy and shall notify the purchasing authority of such purchases;

(6) the purchasing card liaison will forward copies of the transaction log, with attached receipts and Affidavit of Lost Receipt forms, and any other supporting documentation, to the purchase card authority on a monthly basis on a date that is to be determined by the purchasing card authority;

(7) the purchasing authority shall notify the purchasing card administrator and county administrative officer of purchases made for personal reasons or that are inconsistent with this policy. Such notification shall be by email describing the expenditure, cost and other relevant details of an expenditure.

(8) The accounting department will conduct a review of the purchase card monthly activity to ensure that the supporting documentation is complete, and that the transactions matches the U.S. Bank monthly invoice. Any discrepancies will be reported to the purchase card administrator for corrective action.

(B) The purchasing card administrator, county administrative officer or Board may request copies of audit information, including copies of supporting documentation, to ensure that offices and departments are complying with this policy.

[Adopted 09-049 eff 02/04/09]

36.800 Procedure for lost receipts

(A) If a receipt is lost or otherwise unavailable to be given to the purchasing card liaison, the purchasing card holder must:

- (1) fill-out an Affidavit of Lost Receipt form, attached as Appendix 3 to this policy;
- (2) obtain the purchasing official’s approval of the expenditure by the purchasing official’s signature on the Affidavit of Lost Receipt form. Alternatively, if the purchasing card holder is the purchasing official, obtain the approval and signature of the Board.
- (3) Such approval by the purchasing card authority described in section (2) above shall not be given if a purchasing card holder has made purchases for personal reasons or that are inconsistent with this policy;

(4) If a receipt is lost and signature by the purchasing official on the Affidavit of Lost Receipt form is not obtained, the purchasing card holder is personally responsible and must enter a written contract with the purchasing card authority to reimburse the County for the expenditure on the purchasing card issued to that purchasing card holder.

[Adopted 09-049 eff 02/04/09]

36.850 Procedure for lost or stolen cards

(A) Upon realizing a purchasing card is lost or stolen, the purchasing card holder is responsible to:

- (1) immediately submit a Lost/Stolen Purchasing Card Report Form, attached as Appendix 4 to this policy, to the purchasing card administrator; and
- (2) to notify the bank that has issued the purchasing card; and
- (3) to notify the appropriate elected official or department head of the lost or stolen card so that the potential liability of the Department or Office and cardholder can be minimized.

(B) Failure to knowingly take timely action can result in personal responsibility for any charges.

[Adopted 09-049 eff 02/04/09]

III. ENFORCEMENT PROCEDURES

36.900 Cancellation of cards

Either the purchasing card administrator or the Board may modify, delay or cancel an authorization for issuance of one or more purchasing cards for any reason and at any time may require the elected official or department head to account to the Board.

[Adopted 09-049 eff 02/04/09]

36.920 Discipline for non-appropriate use; termination

Resolution for improper use of a purchasing card will be the responsibility of the elected official or department head. The department heads will report all violations and lost/stolen cards via email to the purchasing card program administrator in the Treasurer’s Office and to the County Administrative Officer. The email will include a description of the violation and the corrective actions being taken. Improper use and violation of card handling procedures of a Linn County purchasing card will result in corrective action being taken. The consequences include, but are not limited to, revoking the card, requiring additional training, personal reimbursement of the purchase(s), and/or disciplinary actions, up to and including termination.

[Adopted 09-049 eff 02/04/09]

Authorities:

Legislative History of Policy No. 36

Adopted 09-049 eff 01/03/09

Amendments 09-049

#1 2015-252 eff 7/28/15

#2 2016-159 eff 5/25/16

#3 2017-387 eff 11/21/17

Attachments:

- (1) Appendix 1 - Cardholder Purchasing Card Agreement
 - (2) Appendix 2 - Authorization for Purchasing Card Issuance
 - (3) Appendix 3 - Affidavit of Lost Receipt Form
 - (4) Appendix 4 - Lost/Stolen Purchasing Card Report Form
 - (5) Appendix 5 - Transaction Log
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Appendix 1a — Cardholder Purchasing Card Agreement

LINN COUNTY, OREGON CARDHOLDER PURCHASING CARD AGREEMENT

Linn County is pleased to present you with this Key Bank Purchasing Card. It represents trust in you and your empowerment as a responsible agent to safeguard and protect County assets.

I, _____, hereby acknowledge receipt of a Linn County MasterCard Purchasing Card, No. _____. As a cardholder, I agree to comply with the terms and conditions of this Agreement, the County's Purchasing Card Policy, the County's agreement with the Bank, and all other Purchasing Card procedures.

I acknowledge receipt of said agreement and confirm that I have read and understand their terms and conditions. I understand that Linn County is liable to Key Bank & MasterCard/Visa for all Linn County charges. I understand my office or department will in turn be responsible to pay for all charges imposed on Linn County as a result of the issuance of this card. I understand that I may be personally liable for charges that are unauthorized or a violation of the purchasing card policy.

The 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.

All charges will be billed directly to and paid directly by the county. The bank cannot accept any monies from me directly; therefore any personal charges billed to the county could be considered misappropriation of county funds.

As the card is county property, I understand that I may be periodically required to comply with internal control procedures designed to protect county assets. This may include being asked to produce the card to validate its existence and account number.

I will receive a Monthly Reconciliation Statement (MRS), which will report all activity during the statement period. Since I am responsible for all charges (but not for payment, unless personal or unauthorized charges or charges not in compliance with the county's policy) on the card, I will resolve any discrepancies by either contacting the supplier or the bank.

The charges made against my card are automatically assigned to the cost center assigned to the card as specified by management. This code cannot be changed without management involvement. When changed, the new accounting code will not affect any charges made prior to the change but will affect future charges.

If the card is lost or stolen, I will immediately notify Key Bank by telephone. I will confirm the telephone call by mail or facsimile with a copy of the notification to the program administrator.

I agree to use this card for Linn County approved purchases only and agree not to make personal charges. I understand that my department liaison will audit the use of my card and report any non-appropriate use to my elected official or department head, who in turn may take disciplinary action. I understand that the agreement between the bank and the county is that the bank will cover fraudulent charges made on my card only if my employment is terminated. Accordingly, disciplinary action may include termination of my employment. The elected official or department head is further be required to notify the purchasing card administrator and County Administrative Officer of all actions taken.

I hereby acknowledge that any benefits or rewards associated with or derived from the use of this Purchasing Card provided by merchants are the property of Linn County, even if issued in my name as the card holder. I agree to notify the Purchasing Card Liaison, Purchasing Official, and the Purchasing Card Administrator of the receipt of any benefits or rewards arising out of or derived from my use of the Purchasing Card, regardless of whether such benefits or rewards are issued in my name as the cardholder. For the purposes of this paragraph, benefits and rewards include but are not limited to any cash back, gift cards, additional discounts, or other such common and customary incentives based on or related to the purchase of goods or services at merchants.

I understand that Linn County may terminate my right to use this card at any time for any reason, notwithstanding any other agreement, personnel policy or union agreement that I might be a party to or that might be alleged to control the situation. I agree to return the card to Linn County immediately upon request or upon termination of employment. I agree to not make any charges after I am asked to return the card.

Cardholder:

Signature: _____ Date: _____

Print name: _____ Phone: _____

Elected Official or Department Head:

Signature: _____ Date: _____

Print name: _____ Phone: _____

Appendix 1b — Cardholder Purchasing Card Agreement

LINN COUNTY, OREGON CARDHOLDER PURCHASING CARD AGREEMENT

Linn County is pleased to present you with this Costco Purchasing Card. It represents trust in you and your empowerment as a responsible agent to safeguard and protect County assets.

I, _____, hereby acknowledge receipt of a Linn County Costco Purchasing Card, No. _____. As a cardholder, I agree to comply with the terms and conditions of this Agreement, the County's Purchasing Card Policy, the County's agreement with the Bank, and all other Purchasing Card procedures.

I acknowledge receipt of said agreement and confirm that I have read and understand their terms and conditions. I understand that Linn County is liable to CITIBANK/Visa for all Linn County charges. I understand my office or department will in turn be responsible to pay for all charges imposed on Linn County as a result of the issuance of this card. I understand that I may be personally liable for charges that are unauthorized or a violation of the purchasing card policy.

The 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.

All charges will be billed directly to and paid directly by the county. The bank cannot accept any monies from me directly; therefore any personal charges billed to the county could be considered misappropriation of county funds.

As the card is county property, I understand that I may be periodically required to comply with internal control procedures designed to protect county assets. This may include being asked to produce the card to validate its existence and account number.

I will receive a Monthly Reconciliation Statement (MRS), which will report all activity during the statement period. Since I am responsible for all charges (but not for payment, unless personal or unauthorized charges or charges not in compliance with the county's policy) on the card, I will resolve any discrepancies by either contacting the supplier or the bank.

The charges made against my card are automatically assigned to the cost center assigned to the card as specified by management. This code cannot be changed without management involvement. When changed, the new accounting code will not affect any charges made prior to the change but will affect future charges.

If the card is lost or stolen, I will immediately notify Treasury by telephone. I will confirm the telephone call by mail or facsimile with a copy of the notification to the program administrator.

I agree to use this card for Linn County approved purchases only and agree not to make personal charges. I understand that my department liaison will audit the use of my card and report any non-appropriate use to my elected official or department head, who in turn may take disciplinary action. I understand that the agreement between the bank and the county is that the bank will cover fraudulent charges made on my card only if my employment is terminated. Accordingly, disciplinary action may include termination of my employment. The elected official or department head is further be required to notify the purchasing card administrator and County Administrative Officer of all actions taken.

I hereby acknowledge that any benefits or rewards associated with or derived from the use of this Purchasing Card provided by merchants are the property of Linn County, even if issued in my name as the card holder. I agree to notify the Purchasing Card Liaison, Purchasing Official, and the Purchasing Card Administrator of the receipt of any benefits or rewards arising out of or derived from my use of the Purchasing Card, regardless of whether such benefits or rewards are issued in my name as the cardholder. For the purposes of this paragraph, benefits and rewards include but are not limited to any cash back, gift cards, additional discounts, or other such common and customary incentives based on or related to the purchase of goods or services at merchants.

I understand that Linn County may terminate my right to use this card at any time for any reason, notwithstanding any other agreement, personnel policy or union agreement that I might be a party to or that might be alleged to control the situation. I agree to return the card to Linn County immediately upon request or upon termination of employment. I agree to not make any charges after I am asked to return the card.

Cardholder:

Signature: _____ Date: _____

Print name: _____ Phone: _____

Elected Official or Department Head:

Signature: _____ Date: _____

Print name: _____ Phone: _____

Appendix 2 — Authorization For Purchasing Card Issuance

I hereby authorize and request the issuance of a Linn County a Purchasing Card to:

_____ (Employee Name) _____ (Employee Number)

I hereby authorize a maximum of \$ _____ for any one purchase.

I hereby authorize a monthly credit limit of \$ _____.

I hereby designate _____, as department liaison for this employee. If someone else is performing those duties, I will ensure that another department liaison is appointed for this card.

I hereby direct that the following additional restrictions are imposed on this card:

_____.

Only elected officials or department heads authorized to sign:

(signature)

Initial training was completed on _____, 20____.

Sign and CHECK THE BOX for either 1 or 2 below:

1. I certify that I have read the affidavit and believe all information to be true as reported. I certify that the purchase was authorized and made for my county department or office and not for personal use of the card.

2. I certify that I have read the affidavit. I refuse to sign the affidavit understanding that the cardholder will be personally liable for the transaction amount and is to remit a check in the same amount to the Linn County Treasurer. I do not certify that #1 directly above is accurate

Dated: _____

(Signature of Elected Official or Department Head)

Appendix 4a — Lost/Stolen Purchasing Card Report Form



Date _____

IT IS IMPERATIVE THAT YOU NOTIFY THE PURCHASING CARD ISSUER IMMEDIATELY IF YOUR CARD HAS BEEN LOST, STOLEN OR THERE IS A COMPROMISED ACCOUNT. THE FOLLOWING TELEPHONE NUMBER MAY BE USED TO CALL THE PURCHASING CARD ISSUER DIRECTLY:

Key Bank
1-866-290-7700

ALSO CONFER WITH THE COUNTY TREASURER WITH AN EMAIL STATING WHAT HAS HAPPENED

Name _____
Card Number _____
Date Card was Lost/Stolen _____
Date Credit Card Issuer was notified _____

PLEASE SUBMIT THIS FORM TO THE COUNTY TREASURER.

Please list any purchases made on the day the card was lost or stolen:

(Signature of Cardholder)

Dated: _____

Appendix 4b — Lost/Stolen Costco Card Report Form



Date _____

IT IS IMPERATIVE THAT YOU NOTIFY THE PURCHASING CARD ISSUER IMMEDIATELY IF YOUR CARD HAS BEEN LOST, STOLEN OR THERE IS A COMPROMISED ACCOUNT. THE FOLLOWING TELEPHONE NUMBER MAY BE USED TO CALL THE PURCHASING CARD ISSUER DIRECTLY:

Costco/ CITIBank
1-855-378-6468

ALSO CONFER WITH THE COUNTY TREASURER WITH AN EMAIL STATING WHAT HAS HAPPENED

Name _____
Card Number _____
Date Card was Lost/Stolen _____
Date Credit Card Issuer was notified _____

PLEASE SUBMIT THIS FORM TO THE COUNTY TREASURER.

Please list any purchases made on the day the card was lost or stolen:

(Signature of Cardholder)
Dated: _____

Appendix 5 — Transaction Log