

RESOLUTION 2020-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY PARK RECREATION DISTRICT AUTHORIZING THE UNIVERSITY PARK CLUB ASSOCIATION, INC., THROUGH ITS GENERAL MANAGER, OR ITS DESIGNEE, TO ACT AS THE DISTRICT'S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL GOODS AND MATERIALS NECESSARY FOR THE OPERATION AND MAINTENANCE OF THE DISTRICT'S COUNTRY CLUB FACILITIES AS PROVIDED IN THE DISTRICT'S ADOPTED IMPROVEMENT PLAN; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the University Park Recreation District ("District") was established by Chapter 418, Florida Statutes ("the Act") for the purpose of financing, planning, establishing, constructing, operating and maintaining infrastructure systems, facilities, and services related to the recreational amenities at the University Park Country Club ("Country Club"); and

WHEREAS, the District Board of Supervisors, upon recommendation of the District and General Manager, has adopted an improvement plan for the construction and installation of certain infrastructure improvements within the District (the "Improvements"); and

WHEREAS, the District has or will enter into various contracts for the operations of the Country Club (the "Country Club Contracts"); and

WHEREAS, the Country Club Contracts allow, or will be amended to allow, for the direct purchase by the District of certain materials necessary for those contracts; and

WHEREAS, the District has determined that such direct purchase of materials will provide a significant Country Club operation cost reduction that is in the best interest of the District; and

WHEREAS, the District desires to have a District representative who is familiar with the operation of the Country Club and who is knowledgeable in the area of procuring and handling materials act as its representative ("Purchasing Agent"); and

WHEREAS, the District has retained the General Manager for the Country Club through University Park Club Association, Inc. ("General Manager").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY PARK RECREATION DISTRICT:

SECTION 1. The General Manager, or General Manager's designee, shall have the full authority of the District to issue purchase orders or enter into purchase agreements in the name of and on behalf of the District at such times and intervals as it determines necessary for the timely receipt of materials required by the General Manager for the operation of the Country Club.

SECTION 2. The General Manager, or the General Manager's designee, shall purchase in the name of and on behalf of the District only those materials identified in the Country Club Contracts and in amounts not to exceed the cost amount contained therein.

SECTION 3. The General Manager, or the General Manager's designee, shall be authorized to purchase in the name of and on behalf of the District any materials which are approved by the District Board of Supervisors.

SECTION 4. The General Manager is further authorized to take any other administrative actions that are consistent with the General Manager's duties as the District's Purchasing Agent, including but not limited to, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

SECTION 5. The District Manager is hereby authorized to purchase insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the materials purchased on behalf of the District.

SECTION 6. The procurement procedures and its exhibits, attached hereto as **Composite Exhibit A** and incorporated herein by reference, are hereby approved and shall be used by the General Manager for the purchase of materials in the name of and on behalf of the District.

SECTION 7. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 8. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 13th day of March, 2020.

ATTEST:

**BOARD OF SUPERVISORS OF
THE UNIVERSITY PARK
RECREATION DISTRICT**

By: [Signature]
Secretary
Assistant Secretary

By: [Signature]
Chair

COMPOSITE EXHIBIT A
PROCUREMENT PROCEDURES FOR MATERIALS

1. Purchase Orders. The OWNER shall prepare Purchase Orders in the form attached hereto as **Attachment 1**, for materials which the DISTRICT wishes to purchase directly.

Purchase Orders shall require that the supplier provide required shipping and handling insurance as appropriate. Purchase Orders shall also require the delivery of the materials on the delivery dates provided. Pursuant to the Purchase Order, the supplier will deliver the required quantities of materials at the price established in the supplier's quote less any associated sales tax.

2. Certificate of Entitlement. The GENERAL MANAGER shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 2**, and furnish a copy of same to the supplier in accordance with Section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

Each Certificate of Entitlement shall affirm that (1) the attached Purchase Order is being issued directly to the vendor supplying the tangible personal property the DISTRICT will use; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

3. Transmission of Certificate of Entitlement and Attached Purchase Order. GENERAL MANAGER shall forward each Certificate of Entitlement, together with the attached Purchase Order to supplier.

4. Payment for Materials. Upon receipt of the appropriate documentation, the GENERAL MANAGER shall prepare a check drawn to the supplier based upon the receipt of data provided. DISTRICT will make payment to each supplier.

WHERE APPLICABLE, GENERAL MANAGER SHALL AFFIRM THAT THE VENDOR SUPPLYING THE DISTRICT PURCHASED MATERIALS IS NOT ALSO THE INSTALLER OF THE DISTRICT PURCHASED MATERIALS. GENERAL MANAGER SHALL FURTHER AFFIRM THAT THE INSTALLER OF THE MATERIALS DID NOT MANUFACTURE, FABRICATE OR FURNISH THE MATERIALS.

5. GENERAL MANAGER Responsibilities. GENERAL MANAGER shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all materials, in accordance with these procedures including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the materials at the time of delivery, and loss or damage to the materials following acceptance of materials, due to the negligence of the GENERAL MANAGER. GENERAL MANAGER shall serve as bailee with respect to such materials. The GENERAL MANAGER shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the GENERAL MANAGER for the materials furnished. The GENERAL MANAGER shall provide all services required for the unloading, handling and storage of materials through installation. The GENERAL MANAGER agrees to indemnify and hold harmless the DISTRICT from any and all claims of whatever nature resulting from non-payment for materials arising from GENERAL MANAGER actions.

5.1 Inspection and Documentation. As materials are delivered to the GENERAL MANAGER shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for materials delivered. The GENERAL MANAGER shall assure that each delivery of material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the DISTRICT may require. All invoices for materials shall include the Owner's consumer certificate of exemption number. The GENERAL MANAGER will then forward all such invoices to the DISTRICT. On or about the 15th and last day of each month (or the next succeeding business day), GENERAL MANAGER shall review all invoices submitted by all suppliers of materials delivered to the project sites during that month and either concur or object to the DISTRICT's issuance of payment to the suppliers, based upon GENERAL MANAGER's records of materials delivered to the site and whether any defects or non-conformities exist in such materials.

5.2 Warranties, Guarantees, Repairs and Maintenance. The GENERAL MANAGER shall be responsible for obtaining and managing on behalf of the DISTRICT all warranties and guarantees for all materials as required by the contract documents and shall fully warrant all materials including all materials. The DISTRICT may forward all repair, maintenance, non-conforming materials calls, or any other issues relating to the materials to the GENERAL MANAGER for resolution with the appropriate supplier, vendor, or subcontractor. The GENERAL MANAGER shall resolve all such calls or issues.

5.3 Records and Accountings. The GENERAL MANAGER shall maintain records of all materials it incorporates into the work from the stock of materials in its possession as bailee. The GENERAL MANAGER shall account monthly to the

DISTRICT BOARD OF SUPERVISORS for any materials delivered into the GENERAL MANAGER's possession, indicating portions of all such materials which have been incorporated into the work.

- 5.4 Defective or Non-conforming Materials. The GENERAL MANAGER shall insure that the materials conform to specifications, and determine prior to incorporation into the work if such materials are defective or non-conforming, whether such materials are identical to the materials ordered, and match the description on the bill of lading. If the GENERAL MANAGER discovers defective or non-conforming material upon such visual inspection, the GENERAL MANAGER shall not utilize such non-conforming or defective materials in the work and instead shall promptly notify the DISTRICT of the defective or non-conforming conditions so repair or replacement of such materials can occur without any undue delay or interruption to the District. If the GENERAL MANAGER fails to adequately and properly perform such inspection or otherwise incorporates into the District defective or non-conforming materials, the condition of which it either knew or should have known by performance of an inspection, GENERAL MANAGER shall be responsible for all damages to DISTRICT resulting from GENERAL MANAGER's incorporation of such materials into the project, including liquidated or delay damages.

6. Title. Notwithstanding the transfer of materials by the SUPPLIER or the DISTRICT to the GENERAL MANAGER's possession as bailee for the DISTRICT, the DISTRICT shall retain legal and equitable title to any and all materials.

7. Insurance and Risk of Loss. As appropriate, the DISTRICT shall purchase and maintain insurance sufficient to protect against any loss or damage to materials. DISTRICT shall be the named insured and such insurance shall cover the full value of any materials utilized by the District during the period between the time the DISTRICT first takes title to any such materials and the time when the last of such materials is utilized by the District.

**ATTACHMENT 1
PURCHASE REQUISITION REQUEST FORM**

1. Contact Person for the Material Supplier.

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

2. Manufacturer or brand, model or specification number of the item.

3. Quantity needed as estimated by GENERAL MANAGER. _____

4. The price quoted by the supplier for the materials identified above.

\$ _____

5. The sales tax associated with the price quote. \$ _____

6. Shipping and handling insurance cost. \$ _____

7. Delivery dates as established by GENERAL MANAGER _____

OWNER: _____

Authorized Signature (Title)

Date

GENERAL MANAGER: _____

Authorized Signature (Title)

Date

**ATTACHMENT 2
PURCHASE
ORDER**

1. **SEE ATTACHED PURCHASE REQUISITION REQUEST FORM DATED _____**

2. **University Park Recreation District State of Florida
Sales Tax Exemption Certificate Number: _____**

University Park Recreation District is the Purchaser of the materials purchased pursuant to this Purchase Order. Supplier shall provide for the required shipping and handling insurance cost for delivery of the materials by the delivery date specified in this Purchase Order.

OWNER: _____

Authorized Signature (Title)

Date

GENERAL MANAGER: _____

Authorized Signature (Title)

Date

**ATTACHMENT 3
CERTIFICATE OF
ENTITLEMENT**

The undersigned authorized representative of _____(hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number, _____affirms that the tangible personal property purchased pursuant to Purchase Order Number _____From _____(Vendor) on or after__(date) will be incorporated into or be utilized by the District

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

- ___ 1. The attached Purchase Order is issued directly to the Vendor supplying the tangible personal property the General Manager will use in the identified publicworks.
- ___ 2. The Vendor's invoice will be issued directly to Governmental Entity.
- ___ 3. Payment of the Vendor's invoice will be made directly by Governmental Entity to the Vendor from public funds.
- ___ 4. Governmental Entity will take title to the tangible personal property from the Vendor at the time of purchase or of delivery by the Vendor.
- ___ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the Vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue detel mines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative _____ Title _____

Purchaser's Name (Print or Type) _____ Date _____

Federal Employer Identification Number: _____

Telephone Number: _____

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the General Manager's books and records.