



AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
MAY 9, 2024
6:30 PM

COUNCIL

- ☐ Mayor Bev Smith
- ☐ Vice Mayor Joni Brinkman ☐ Mayor Pro Tem Patti Waller
- ☐ Council Member Kim Schmitz ☐ Council Member Gary Ready

ADMINISTRATION

- ☐ Village Manager Michael Bornstein ☐ Village Attorney Christy Goddeau
- ☐ Village Clerk Kimberly Wynn

If an individual wishes to challenge any decision made by the Council regarding any matter under consideration, they must have a copy of the proceedings. To do so, they may need to ensure that a complete and accurate record of the proceedings is available. This recording should include all testimonies and evidence that will form the basis of the appeal.

CALL TO ORDER

1. **Resolution No. 2024-13 - Selection of Vice Mayor and Mayor Pro Tem:** Motion to approve Resolution No. 2024-13 appointing a Vice Mayor and Mayor Pro Tem for 2024-2025.
Staff: Kimberly Wynn, Village Clerk

Motion	Second	Vote
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ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote
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CONSENT AGENDA

(Public Comment on Consent Agenda Items is permissible prior to voting)

2. **Approve April 11, 2024, Village Council Regular Meeting Minutes:** Motion to approve the April 11, 2024, Village Council Regular Meeting Minutes
Staff: Kimberly Wynn, Village Clerk

3. **Resolution No. 2024-18 Grant Application to the Florida Division of Arts and Culture Cultural Facilities Program-Parks and Recreation Department - Village Commons Park:** Motion to approve authorizing the Village Manager, or their Designee, to submit a Grant Application to the Florida Division of Arts & Culture Cultural Facilities Program requesting \$500,000 for the construction of a performance area at the Village Commons Park - Athletic Complex located at 226 Cypress Lane, and further authorizing matching funds from the Village for \$1,000,000 before July 1, 2025.
Staff: Juan Ruiz, Director of Parks and Recreation

4. **Approval of Joseph L. Fallon Scholarship Award - One (1) Scholarship Award:** Motion to recommend approval to award one (1) student scholarship check for \$1,000.00 for the Joseph Fallon Scholarship Award. Funding for the proposed awards is available within the FY 2024 Budget - General Fund.
Staff: Josefina Maliska, Library Services Director

End of Consent Agenda....

Motion	Second	Vote
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PRESENTATIONS

5. **Joseph L. Fallon Scholarship Awards - One (1) Scholarship Award**
Staff: Josefina Maliska, Library Services Director

6. **Presentation by Senator Bobby Powell**
Staff: Kimberly Wynn, Village Clerk

7. **Presentation of Annual Comprehensive Financial Report Fiscal Year Ended September 30, 2023**
Staff: Rebecca Morse, Chief Financial Officer

8. **Building Safety Month Proclamation - May 2024:** A proclamation to recognize the month of May 2024 as Building Safety Month
Staff: Iramis Cabrera, PZB Director
9. **Drinking Water Proclamation - May 5-11, 2024:** A proclamation to recognize May 5-11, 2024 as Drinking Water Week.
Staff: Jimmie Johnson, Utilities Director
10. **Police Week and Peace Officer Memorial Day Proclamation - May 12 - 18, 2024:** A proclamation to recognize "Police Week" on May 12-18, 2024 and "Peace Officers Memorial Day" on May 15, 2024.
Staff: Thomas Ceccarelli, Police Chief
11. **Public Works Week - May 19-25, 2024:** A proclamation to recognize May 19-25, 2024 as Public Works Week.
Staff: Felipe Lofaso, Public Works Director

REGULAR AGENDA

12. **Resolution No. 2024-19 Portable Radios - Police Department - Cooperative Purchasing Agreement - (FY 2024 Budget – Machinery and Equipment and Other Contractual Services - ARPA Funded):** Motion to approve Resolution No. 2024-19 to enter into an Agreement with Motorola Solutions from the Florida State Contract No. 43190000-22-NASPO-ACS (Public Safety Communications Products, Services, and Solutions) through the cooperative purchasing process to purchase sixty-five (65) Motorola APXN70 portable radios for the Police Department for \$511,525.95. Funding to support the purchase is available from ARPA funds and FY 2024 Budget – Machinery and Equipment and Other Contractual Services.
Staff: Thomas Ceccarelli, Police Chief

Motion	Second	Vote
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PUBLIC COMMENT (Three-minute limit)

PUBLIC HEARINGS

13. **(Quasi-Judicial Hearing) Resolution No. 2024-16 - Approve Proposed Mural Permit Application - Village of Palm Springs - Library Department - 217 Cypress Lane:** Motion to recommend approval to the Village Council of an application for a permit, submitted by Department Director Josefina Maliska of the Village of Palm Springs Library, to paint a mural or art forms on the west wall of the Public Library building located at 217 Cypress Lane, which is visible from Davis Road right-of-way.
Staff: Josefina Maliska, Library Services Director

Motion	Second	Vote
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ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING
THURSDAY, JUNE 13, 2024, AT 6:30 PM

Village of Palm Springs

Title VI/Nondiscrimination Policy

I. Policy Statement:

The Village of Palm Springs values diversity and welcomes input from all interested parties, regardless of cultural identity, background, or income level. Moreover, the Village believes the best programs and services result from careful consideration of the needs of all its communities and when those communities are involved in the decision-making process. The Village does not tolerate discrimination in any of its programs, services, or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the Village will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, or family status.

II. Persons with Disabilities:

Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. These laws require federal-aid recipients and other government entities to take affirmative steps to reasonably accommodate those with disabilities and ensure that their needs are equitably represented.

The Village will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. The Village will also make every effort to ensure that its advisory committees, public involvement activities and all other programs, services and activities include representation by communities with disabilities and disability service groups.

The Village encourages the public to report any facility, program, service, or activity that appears inaccessible to those who are disabled. Also, the Village will provide reasonable accommodation to individuals with disabilities who wish to participate in public involvement events or who require special assistance to access facilities, programs, services, or activities. Because providing reasonable accommodation may require outside assistance, the Village asks that requests be made at least three (3) business days prior to the need for accommodation. Questions, concerns, comments, or requests for accommodation should be made to the Village ADA Officer:

Name: Ashley Saingilus, Human Resources Director
Address: 226 Cypress Lane, Palm Springs, FL 33461
Email: asaingilus@vpsfl.org
Phone: (561) 584-8200 Ext. 8421

III. Complaint Procedures:

The Village has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, religion, age, disability or family status in any Village program, service or activity may file a complaint with the Village Title VI/Nondiscrimination Coordinator:

Name: Janette Piedra, Human Resources Manager
Address: 226 Cypress Lane, Palm Springs, FL 33461
Email: jpiedra@vpsfl.org
Phone: (561) 584-8200 Ext. 8422



Village of Palm Springs

Executive Brief

AGENDA DATE: May 9, 2024

DEPARTMENT: Administration

ITEM #1: Resolution No. 2024-13 - Selection of Vice Mayor and Mayor Pro Tem

SUMMARY: According to Section 3.05(a) of the Village Charter, even if an election was not held, the Council must nominate and elect a Vice-Mayor and Mayor Pro Tem from among its members at the first Regular Council meeting after the General Election. The newly elected Vice-Mayor and Mayor Pro Tem will serve for a duration of one (1) year until April 2025.

FISCAL IMPACT:

There is no fiscal impact on the Village.

ATTACHMENTS:

1. Resolution No. 2024-13 Appointment of Vice-Mayor and Mayor Pro Tem

RESOLUTION NO. 2024-13

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF
PALM SPRINGS, FLORIDA, APPOINTING A VICE-MAYOR AND
MAYOR PRO TEM FOR 2024-2025, AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, Section 3.05(a) of the Charter of the Village of Palm Springs requires the Mayor and Council to elect from among its members a Vice-Mayor and Mayor Pro Tem; and

WHEREAS, the same section requires this election of a Vice-Mayor and Mayor Pro Tem to be done annually at the first Regular Council Meeting after the General Election; and

WHEREAS, the Vice-Mayor also serves as the Co-Chair on the Community Redevelopment Agency (CRA) Board.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE
VILLAGE OF PALM SPRINGS, FLORIDA:**

Section 1. _____ is hereby elected Vice Mayor and _____ is hereby elected Mayor Pro Tem of the Village of Palm Springs, Florida; and they shall forthwith enter upon and assume the duties of said respective offices for the ensuing year.

Section 2. This Resolution shall become effective immediately upon adoption.

Council Member _____ offered the foregoing Resolution.
Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐

Resolution No. 2024-13 – Council Reorganization (Designating a New Vice-Mayor & Mayor Pro Tem)

JONI BRINKMAN	_____	☐	☐	☐
PATTI WALLER	_____	☐	☐	☐
KIM SCHMITZ	_____	☐	☐	☐
GARY READY	_____	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this 11th day of April 11th.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY



**MINUTES, COUNCIL CHAMBERS
226 CYPRESS LANE
VILLAGE OF PALM SPRINGS, FLORIDA
APRIL 11, 2024 AT 6:30 PM**

CALL TO ORDER

Mayor Bev Smith called the Village Council Regular Meeting to order at 6:31 PM. *(Immediately following the CRA Meeting)*

ROLL CALL

Present Mayor Bev Smith, Vice Mayor Joni Brinkman, Mayor Pro Tem Patti Waller, and Council Member Gary M. Ready

Absent Council Member Kim Schmitz

Also present Village Manager Michael Bornstein, Village Attorney Christy Goddeau, Village Clerk Kimberly M. Wynn, Assistant Village Manager Kim Glas-Castro, Police Chief Tom Ceccarelli, as Sergeant-In-Arms, Planning, Zoning, and Building Director Iramis Cabrera, Utilities Director Jimmie Johnson, Assistant Utilities Director Paul Ward, Public Works Director Felipe Lofaso, Assistant Public Works Director Timothy Crespo, Staff Assistant Maria Izzo, Deputy Village Clerk Jane Worth, Records Clerk Andrea Medero, Police Support Manager Katlyn Niskanen, Emergency Communication Officers Vicky Martinez and Josey Khatami.

INVOCATION

The Village Manager, Mr. Bornstein, gave the invocation.

PLEDGE OF ALLEGIANCE

The Village Council led in the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

The Village Manager indicated the following revision to Item #4 (Purchase Agreement - Financial Sustainability Modeling Services Software - Rafetelis) to add a confidentiality clause to the Agreement as well as a reduced price. Item #5, Agreement with ClearGov, was amended to add language. Lastly, Item #18, the Purchase Agreement with Motorola for Portable Radios, was moved to the May 9, 2024, Council Meeting to allow more review from the Staff.

Council Member Ready made a motion to approve the agenda as amended and Mayor Pro Tem Waller seconded the motion. The said motion carried 4-0.

CONSENT AGENDA

- 1. Approval of the March 14, 2024, Village Council Regular Meeting: Motion the approval of the March 14, 2024, Village Council Regular Meeting Minutes.**

Staff: Kimberly Wynn, Village Clerk

2. Appointments to the Planning and Zoning Advisory Board: Approve the reappointment of Regular Member Johnnie Tieche and Regular Member Kim Gehrman to the Planning & Zoning Board to serve a three (3) year term that ends on May 14, 2027.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: Mr. Tieche has shown interest in continuing to serve as a Regular Member and Chair of the Planning & Zoning Board. He has been an asset to the board. If appointed, he will serve a three-year term until May 14, 2027.

Mrs. Gehrman has also expressed interest in continuing to serve as a Regular Member of the board. She has been an asset to the board. If appointed, she will serve a three-year term until May 14, 2027.

If the proposed appointments are approved, there will be no vacancies on the Planning and Zoning Board.

Fiscal Impact: No fiscal impact on the Village.

3. Appointments to the Library Advisory Board: Approve the reappointment of Regular Member Michelle Dunlap and Regular Member Lenore DiRienzo to the Library Advisory Board to serve a three (3) year term that ends on May 14, 2027.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: Ms. Michelle Dunlap has expressed her interest in continuing to serve as a Regular Member and Chair of the board. She has been an asset to the board, and her appointment will be for a three-year term until May 14, 2027.

Mrs. Lenore DiRienzo has also expressed her interest in continuing to serve as a Regular Member of the board. She has been an asset to the board, and her appointment will be for a three-year term until May 14, 2027.

If the proposed appointments are approved, there will be one (1) vacancy on the Library Advisory Board.

Fiscal Impact: No fiscal impact on the Village.

4. Purchase Agreement - Financial Sustainability Modeling Services Software - Finance (FY24 - ARPA Funded) - Raftelis: Motion to approve a Purchase Agreement with Raftelis in the amount of \$65,505 to prepare a ten-year financial forecast for the General Fund, Community Redevelopment Agency (CRA), and Stormwater Fund to generate a financial sustainability analysis model. Funding to support the project comes from several individual accounts: General Fund \$29,028; CRA \$5,313; Stormwater \$20,478 and Water and Sewer \$10,688. The funds will be reimbursed with ARPA funds.

Staff: Rebecca Morse, Chief Financial Officer

SUMMARY: The Village has requested the professional services of Raftelis consultants to prepare a comprehensive ten-year financial forecast for the General Fund, CRA, Stormwater

Fund, and Water and Sewer Enterprise Fund. The objective of this forecast is to generate a financial sustainability analysis model that will serve as a decision support tool to ensure long term financial stability for the Village.

As part of this effort, Raftelis will also conduct an analysis of the Water and Sewer Enterprise Fund as part of the rate study work that is being done by Kimley Horn & Associates. This analysis will include meetings with staff and review of results to ensure that the Water and Sewer Enterprise Fund is also financially sustainable in the long-term.

The proposed total fee for this project is \$65,505, which includes meetings with staff and result reviews. The fee is broken down by fund, with the General Fund costing \$29,028, the CRA costing \$5,313, the Stormwater Fund costing \$20,478, and the Water and Sewer Enterprise Fund costing \$10,688.

Fiscal Impact: The cost for these services will be charged to the individual funds and will be reimbursed with ARPA funds.

5. Purchase Agreement - Budgeting Software (FY2024 General Funds - Finance) - ClearGov:

Motion for approval of a Purchasing Agreement with ClearGov for \$29,900 the first year, then a multiplier of 3% annually for three years. The budgeting software will include personnel, operating, and capital budgeting, as well as a digital budget book and a transparency module. The term of the Purchase Agreement is October 1, 2024, until September 30, 2027.

Staff: Rebecca Morse, Chief Financial Officer

SUMMARY: The Village recently purchased a prorated Agreement to implement new budgeting software that will be effective from March 8, 2024, to September 30, 2024. This application includes personnel, operating, and capital budgeting, a digital budget book feature, and a transparency module. The proposed Purchase Agreement aims to continue using this application for the next three years, starting from October 1, 2024, through September 30, 2027. The Finance and IT departments are currently working on implementing the application.

The Village has been using Excel to prepare the annual budget for years. It was easy when there were only a few budgets to manage, such as the General Fund, Debt Service, and Water and Sewer Enterprise Fund budgets. However, the Village now has budgets for the General Fund, American Rescue Plan, two CRA districts, Debt Service, Water and Sewer, and Stormwater Enterprise funds, making the process cumbersome. The Village needs to upgrade its technology and adopt a more flexible application with new features to streamline the preparation process and highlight the new focus on performance measures.

Fiscal Impact: This is a three-year contract payable annually. The first year is \$29,900 and increases each year by a 3% multiplier. Funds to pay for this contract will be budgeted annually from the (General Funds Finance).

6. Approval of Davis Road Stormwater Improvements Project (Task Order No. 291) - Invitation to Bid (ITB No. 2024B-004) - Public Works Department (FY 2024 Budget Funded Stormwater Enterprise Fund - ARPA) - Rosso Site Development, Inc.: Motion for the approval to award (ITB No. 2024B-004 [TO No. 291]) to Rosso Site Development, Inc. for \$1,710,874.13 to improve the stormwater system around Davis Road between Canal 11 and 10th Avenue North. Funding for the Davis Road Stormwater Improvements

project (TO No. 291) is available within the FY 2024 - Stormwater Enterprise Fund / ARPA Fund.

Staff: Jimmie Johnson, Director of Utilities

Summary: The Public Works Department has identified the need to address localized flooding within and around Davis Road between Canal 11 and 10th Avenue North. The proposed improvements would include improving the functionality of the existing roadway drainage system by interconnecting existing drainage structures, regrading and creating roadside swales, and adding exfiltration trenches.

To ensure the lowest possible price for these projects, the Village issued an Invitation to Bid (ITB) on January 11, 2024, for the Davis Road Stormwater Improvement project. Village completed this through a competitive bid selection process - Davis Road Stormwater Improvements - (ITB No. 2024B-004 - February 13, 2024).

Within the Fiscal Year 2024 Budget - Stormwater Enterprise Fund - ARPA, the Village Council approved \$1,880,000.00 for the Davis Road Stormwater Improvement project.

The Village received four (4) bid proposals. They reviewed the bids and found that RJ Engineering Construction Corporation did not provide all the required documentation. While they did submit a price, they failed to include any of the necessary bid documents. As a result, their bid of \$2,407,777.81 was declared nonresponsive. However, three other bidders provided complete bid packages that included the required documents and demonstrated their experience and references to prove they were qualified for the advertised work.

The Village's Purchasing Code, Section 58-5(4)a - Competitive Selection Purchase Requirements, provides that the Village Manager shall have the authority to reject any bids, proposals, or other responses if it is in the Village's best interest.

After reviewing the four (4) bids received, the Public Works Director, the Village Project Manager, the Village Attorney, and the Village's contracted Engineer, Chen Moore and Associates (CMA), determined that Rosso Site Development, Inc. provided the lowest, responsible, and responsive bid. As a result, the staff are requesting the Council to approve Task Order No. 291 for \$1,710,874.13 to Rosso Site Development, Inc.

If approved, the Village will accept Rosso Site Development, Inc.'s pricing, including all terms, conditions, and pricing submitted within their ITB proposal. Further, Rosso Site Development, Inc.'s proposed bid amount (\$1,710,874.13) is approximately 35% below the Engineer's cost estimate (\$2,430,000.00). The Village will not spend more than the amount in the approved budget, as it may be adopted/amended each year for these goods and services over the term of this contract.

The anticipated time to complete the Davis Road Stormwater Improvements project is December 2024.

The proposed Agreement was prepared by the Village Attorney and reviewed by the Public Works Director, the Assistant Village Manager, the Village Project Manager, and the Finance Director.

The proposed vendor has not worked with the Village; however, the Village has received good feedback about the vendor.

Fiscal Impact: Funding to support the Davis Road Stormwater Improvements (Task Order No. 291) is available within the FY 2024 - Stormwater Enterprise Fund/ARPA Fund. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

7. Resolution 2024-14 Florida Urban and Community Forestry Grant Application - (Public Works Department) - Florida Department of Agriculture and Consumer Services Tree Canopy at Greenbrier Drive Entryway Beautification Project: for the Florida Urban and Community Forestry Grant Application, which is submitted by the Public Works Department. The grant application is for the Tree Canopy at Greenbrier Drive Entryway Beautification Project. The resolution seeks approval to submit the grant application to the Florida Department of Agriculture and Consumer Services, requesting a sum of \$75,000. The funds will be used for the installation of approximately twenty-three trees to beautify the Greenbrier Drive Entryway.

Staff: Felipe Lofaso, Public Works Director

SUMMARY: As part of the Inflation Reduction Act, the Florida Urban and Community Forestry Program has made available a grant of up to \$75,000 for the increase of tree canopy coverage and enhancing public access to nature. The grant does not require a match from the receiving agency.

The staff has reviewed candidate areas for the increase in tree canopy coverage and has identified the Greenbrier Drive Gateway project as the potential candidate for new and additional tree plantings as part of the overall project.

NOTE: Resolution No. 2024-14 to contain language about the Managing agency (The Village) to concur with the grant proposal and maintenance plan.

Fiscal Impact: The Grant does not require a match from the Village; therefore, a potential revenue source of up to \$75,000 is available.

8. Amendment No. 8 to Agreement - Document Storage and Inventory Management Modules Utilities Department (FY 2024 Budget - Water & Sewer Enterprise Fund) - Tyler MUNIS Technologies: Motion for the approval of Amendment No. 8 to Agreement with Tyler MUNIS Technologies for \$28,326 for the implementation and equipment costs associated with the addition of the Inventory Management and Document Storage modules. Funding to support this project is available from the FY24 Water and Sewer Fund.

Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: The Village has been utilizing Tyler Technologies for its MUNIS applications since 1992. In July 2023, the Village signed Amendment No. 7, extending the Agreement for three more years.

Amendment No. 8 includes recurring, implementation, and equipment costs for a document storage solution and inventory management solution added to their current suite of Tyler products. The document storage solution provides enhanced functionality throughout the

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Village's current suite of Tyler products. The inventory management solution would allow the user departments, mainly Utilities and Public Works, to manage their inventories more accurately and efficiently, using barcodes to check in and out inventory.

Completing both modules is crucial so that the Utilities and Public Works departments can continue working towards their goal of implementing Asset Management Software. The increase in cost will be as follows:

Document Storage:

- Implementation cost - \$8,400.00
- Recurring cost - \$5,000.00
- Total: \$13,400.00

Inventory Management:

- Implementation cost - \$4,900.00
- Recurring cost - \$3,116.00
- Equipment cost - \$6,280.00
- Total: \$14,926.00

Fiscal Impact: Funding to support purchases under this proposed amendment is available within the FY 2024 Budget - Water & Sewer Enterprise Fund. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Note: Funding is available under the line item of Asset Management Software on account 41336- 56601.

9. Resolution No. 2024-04 - Interlocal Agreement - Wastewater Service and Wastewater Facilities Cost Sharing - Amendment 1 - Utilities Department: Motion for the approval of Resolution 2024-04 of an Interlocal Agreement between the City of Lake Worth Beach and the Water and Sewer Enterprise Fund. The Agreement provides wastewater service and facilities cost-sharing services from September 30, 2023, until September 30, 2033, with two renewal options. Resolution No. 2024-04 continues from February 8, 2024, Village Council Regular Meeting.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: The Utilities Department is requesting the Village to renew an Interlocal Agreement with The City of Lake Worth Beach to provide wastewater service and wastewater facilities cost- sharing services. The Village has been in an Interlocal Agreement for these services for ten (10) years.

The original Interlocal Agreement between the City of Lake Worth Beach and the Village went into effect on March 27, 2013, and expired on September 30, 2023. The City of Lake Worth Beach has proposed the attached first amendment to the existing Agreement, which the Lake Worth Sub-Regional Board reviewed during meetings on November 8, 2023, and December 13, 2023.

Village Council Regular Meeting Minutes

If approved, the Agreement will commence for a ten (10) year term, retroactively commencing on September 30, 2023, and expiring on September 30, 2033, with two (2) additional ten (10) year renewal options remaining.

The amended Agreement includes the following changes that take effect during the 2024-2025 fiscal year.

- The Capital/Repair & Restoration Reserve Fund has been tentatively set at \$2,500,000.00 by the board and shall be reviewed annually during budgeting.
- In case of emergency repairs to the shared wastewater collection system, a Catastrophic Fund will be established with a balance of \$1,000,000.00 and reviewed annually during budgeting.

The proposed Interlocal Agreement was prepared by the Village Attorney and reviewed by the Lake Worth Sub-Regional Board, Assistant Utilities Director, and Utilities Director.

Fiscal Impact: Funds to support the proposed Interlocal Agreement are available within the FY 2024 Budget - Water & Sewer Enterprise Fund.

10. **Work Authorization No. 1 - Valve Replacement at Main Water Treatment Plant (WTP) - Utilities (FY 2024 - Water and Sewer Fund) - Hinterland Group:** Motion to approve Work Authorization No. 1 with Hinterland Group in the amount of \$88,510.00 to replace two (2) valves at the Main Water Treatment Plant (WTP) utilizing a Piggyback Agreement with City of Lake Worth Beach. Funding to support purchases under this proposal is available within the FY 2024 - Water and Sewer Fund.

Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: The Utilities Department needs to replace two valves at the Main Water Treatment Plant. These valves control the flow of water from the contact basin to the recovery basin. They allow the contact basin to be emptied for routine cleaning and maintenance while the recovery basin is used to return the water to the water treatment plant, reducing water loss. Since the piping is large (16") and deep, the Village staff cannot make repairs. Therefore, a contractor that specializes in underground utility repairs will be hired. The cost of replacing both valves is \$88,510.00.

To ensure the lowest possible price, the Village staff suggests piggybacking the City of Lake Worth Beach's Emergency Repair contract. This contract is for water, wastewater, and stormwater and was chosen by the City of Lake Worth Beach through a competitive selection process (ITB# 20-106 - June 23, 2020). The Village will accept Hinterland Group, Inc.'s pricing, which is approved under the City of Lake Worth Beach's contract, including all terms, conditions, and pricing. The proposed City of Lake Worth Beach contract will expire on May 30, 2024, but there is an additional one-year renewal option.

The Village's Purchasing Code, Section 58-9, allows it to access contracts from other government agencies for goods and services. The Village may award a contract by piggybacking or accessing the goods and/or services from any State of Florida contract, contracts of any Florida political subdivision, or from any other governmental entity (other than the Federal government) provided that the same or substantially similar goods and/or services were competitively solicited.

Fiscal Impact: Funding to support purchases under this proposal is available within the FY 2024 - Water and Sewer Fund.

This repair was not requested in the FY 23-24 Utilities Budget as the valves failed during the FY 2024 budget year. An internal budget transfer or budget amendment will be made at a later date, if necessary, to cover the needed repairs.

11. **Authorize Emergency Repair - Force Main Repair L-9 Canal - Utilities (FY 2024 Budget - Water & Sewer Enterprise Fund):** The motion to ratify an emergency purchase for repairs was initiated on February 20, 2024, when the Village's force main broke and wastewater spilled into the L-9 canal. Hinterland Group, Inc. was hired for repairs and cleanup, costing \$351,712.51. Funding to support the emergency purchase is available from the FY 2024 Budget - Water & Sewer Enterprise Fund.

Staff: Paul Ward, Assistant Director of Utilities

Summary: On February 20th, 2024, there was a 16-inch force main break in the Village that resulted in the discharge of wastewater into the L-9 canal. The Hinterland Group, Inc. was selected by Utilities to fix the force main and help with the cleanup process due to their immediate availability and experience with the Village. The cost of repairs and cleanup totaled \$351,712.51, which the Village Manager approved as an Emergency Purchase.

As per the Village's Purchasing Code, the item is now being presented to the Council for approval, as it exceeded the \$35,000 threshold.

Fiscal Impact: Funds to support this emergency repair are available within the FY 2024 Budget – Water and Sewer Fund. A budget amendment or internal budget transfer will be requested if needed at a later date.

- 12 **Approval of Kudza Road Lift Station Emergency Generator Project Award (Task Order No. 317) - Invitation to Bid (ITB No. 2024B-002) - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - Hinterland Group Inc:** Motion for the approval to award (ITB No. 2024B-002 - TO No. 317) to Hinterland Group, Inc. for \$508,000.00 to incorporate an emergency generator at the Kudza Road Lift Station. Funding for the Kudza Road Lift Station Emergency Generator project (TO No. 317) is available within the FY 2024 – Water & Sewer Enterprise Fund.

Staff: Walter Sanchez, Project Manager

Summary: The Utilities Department has identified a need for an emergency backup generator to ensure the continuous operation of this critical sewer lift station during power outages.

To ensure the lowest possible price for these projects, the Village issued an Invitation to Bid (ITB No. 2024B-002) on January 25, 2024, for the Kudza Rd. Lift Station Emergency Generator. This process was completed by the Village through a competitive selection process - Kudza Road Lift Station Emergency Generator - (ITB No. 2024B-002 on February 20, 2024).

Within the Fiscal Year 2024 Budget - Water & Sewer Enterprise Fund and the Capital Improvement Plan (CIP), the Village Council approved \$250,000.00 for the Kudza Rd Lift Station Emergency Generator. As a result of the Village's ITB, the following single bid proposal was received:

Vendor	Total Bid
HINTERLAND GROUP INC.	\$508,000.00

The Village's Purchasing Code - Section 58-5(4)a - Competitive Selection Purchase Requirements, provides that the Village Manager shall have the authority to reject any and all bids, proposals, or other responses if he determines that it is in the best interest of the Village to do so.

After reviewing the one (1) bid received, the Utilities Assistant Director, the Village Project Manager, the Village Attorney, and the Village's contracted Engineer, Holtz Consulting Engineers Inc., determined that Hinterland Group Inc. provided the lowest, responsible, and responsive bid. As a result, the staff is requesting the Council to approve Task Order No. 317 in the amount of \$508,000.00 to Hinterland Group Inc.

Note: The Village Council has approved funding (\$250,000) within the FY 2024 Budget - Water & Sewer Enterprise Fund to support this project. Although the full cost for this project was not included within the FY 2024 Budget - Water & Sewer Enterprise Fund due to substantial increases in construction costs from the time the Village's budget was approved, funding to support the proposed Kudza Road Lift Station Emergency Generator project is available within the Water & Sewer Fund. An internal budget transfer or amendment to support this proposed cost above the budgeted amount will be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

If approved, the Village would accept Hinterland Group Inc's pricing including all terms, conditions and pricing as submitted within their ITB proposal. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

If approved, it is estimated that the proposed Kudza Rd Lift Station Emergency Generator project is expected to be completed by January 2025.

The proposed Agreement was prepared by the Village Attorney and reviewed by the Utilities Assistant Director, the Assistant Village Manager, the Village Project Manager, and the Finance Director.

The Village has previously worked with the proposed contractor and has received excellent service and a quality product.

Fiscal Impact: Funding to support the Kudza Lift Station Emergency Generator (Task Order No. 317) is available within the FY 2024 - Water and Sewer Enterprise Fund. An internal budget transfer or amendment to support this proposed cost above the budgeted amount will be completed within the Water and Sewer Enterprise Fund at a later date, if necessary.

13. **Approval of Surficial Wellfield No. 12 Rehabilitation (Task Order No. 332) – Work Authorization No. CDU-U01 - Utilities Department (FY 2024 - Water & Sewer Enterprise Fund) - Centerline Drilling, Inc.:** Motion for the approval to award a piggyback contract to Centerline Drilling, Inc. for \$59,801.28 to perform the rehabilitation of Well No. 12 work. Funding for the Well No. 12 Rehabilitation project (TO No. 332) is available within the FY

2024 - Water & Sewer Enterprise Fund.

Staff: Jimmie Johnson, Director of Utilities

Summary: The Utilities Department plans to rehabilitate existing Surficial Well No. 12 to provide additional flow and pressure to the Main Water Treatment Plant (WTP), meet regulatory requirements, improve the reliability and redundancy to provide a firm capacity of raw groundwater to the Main Water Treatment Plant. The proposed cost to complete this rehabilitation is \$59,801.28.

Note: To ensure the lowest possible price, Village staff are recommending piggybacking the Town of Jupiter's current contract for Surficial Wellfield Rehabilitation. This selection by the Town of Jupiter was completed through a competitive selection process - Surficial Wellfield Rehabilitation Program - (ITB No. W2412 - January 9, 2024). The Village will accept Centerline Drilling, Inc.'s pricing approved under the Town of Jupiter's contract, which includes all terms, conditions, and pricing therein. The term of the proposed Agreement would expire on January 9, 2025, and may be renewed for two (2) additional one (1) year terms.

The Village's Purchasing Code, Section 58-9, Accessing Contracts of Other Government Agencies, provides that the Village may award a contract by piggybacking or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

The proposed Agreement was prepared by the Village Attorney and reviewed by the Utilities Director, Assistant Utilities Director, Village Project Manager, and the Finance Director.

The Village has previously worked with the proposed vendor and has received excellent service and a quality product.

Fiscal Impact: Funding to support purchases under this proposed Agreement is available within the FY 2024 Budget - Water & Sewer Enterprise Fund.

The Village will not expend more than the amount in the approved Budget as it may be adopted/amended each year for those goods and services over the term of this contract.

14. **Pour in Place Foundation Foxtail Palm Park (Task Order No. 345) - Cooperative Purchasing Agreement off Omnia Partners Contract with City of Charlotte - Parks and Recreation Department (FY 2024 Funded - General Fund) – Playcore Wisconsin, Inc. dba GameTime:** Motion to approve an Agreement with Playcore Wisconsin, Inc. dba GameTime for \$114,737.50 from the Omnia Partners Contract (Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services) through the cooperative purchasing process for the installation of new playground surfacing at Foxtail Palm Park, 3981 Park Lane Road. Funding to support the demolition and preparatory foundation was approved in the FY 2024 General Fund Budget.

Staff: Juan Ruiz, Director of Parks and Recreation

SUMMARY: The removal of the existing surfacing at the Foxtail Palm Park playground, as well as the installation of a new pour in place surfacing are necessary in order to provide a safer

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environment for residents utilizing the play area. The cost for the demolition and preparatory foundation work (\$114,737.50) was previously approved by the Council as part of the 2023-2024 Parks and Recreation budget.

If approved, the Village would accept Playcore Wisconsin, Inc. d/b/a Gametime's pricing through a cooperative purchasing Agreement off the Omnia Partners Contract with City of Charlotte (RFP #269-2017-0281; Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services) including all terms, conditions, and pricing therein.

The Village's Purchasing Code, Section 58-8: The Village may participate in, sponsor, conduct, or administer a cooperative purchasing Agreement for purchasing. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between government entities. Purchases through a cooperative purchasing Agreement are exempt from the competitive selection purchase requirements set forth in this purchasing code. The Council must approve all Village purchases from a cooperative purchasing Agreement which are anticipated to have a total value of more than \$35,000.00

If approved, the proposed removal of the existing playground surfacing and installation of the new pour in place surfacing would be completed within 90-days following the Receipt of Purchase Order by the Village.

The proposed Agreement was prepared by the Village Attorney and reviewed by the Parks and Recreation Director, Public Works Director, the Public Service Project Manager, the Assistant Village Manager, and the Finance Director.

The Village has worked with the vendor previously and has received excellent service and quality products.

Fiscal Impact: FY 2024 Approved Budget - General Fund – Foxtail Palm Park Improvements - \$115,000

Estimated/Actual Project Costs:

Amount Proposed Project Cost – Playground Surfacing Removal and Installation \$114,737.50

End of Consent Agenda...

Mayor Smith offered the public an opportunity for public comment. There were no comments from the public on the Consent Agenda. Vice-Mayor Brinkman made a motion to approve the Consent Agenda and Council Member Ready seconded. The said motion carried 4-0.

PRESENTATIONS

At this point, Mayor Smith asked Palm Beach County Battalion Fire Chief Tracy Adams to comment on Village statistics for PBCFR. Chief Adams reported that she served the Village area with several other cities for four (4) years. She thanked the staff for an invitation to Taco Fiesta on April 20, 2024. She also acknowledged the Village for acquiring an access driveway for emergency trucks (275 Alameda Drive). She cautioned residents to be vigilant in their hurricane preparation. She informed the Council that she did not have statistics available because she changed phones, but she could send them to the Council later. She discussed

the drowning coalition sponsored by the Village Council.

Mayor Smith offered the Council and public an opportunity to comment. Council Member Ready asked if there were any changes to any of the hurricane shelter in Palm Beach County. Chief Adam will get back to the Council with an answer.

15. Emergency Communications Officers Week Proclamation - April 14 - 20, 2024

Staff: Kimberly Wynn, Village Clerk

Mayor Smith read the proclamation on the record and presented it to Ms. Martinez, Ms. Niskanen and Ms. Khatami. Chief Ceccarelli then gave comments on the emergency operations function.

16. Arbor Day Proclamation on April 26, 2024

Staff: Kimberly Wynn, Village Clerk

Mayor Smith read the Arbor Day proclamation on the record. Mr. Lofaso gave comments and informed the Council that the Arbor Day Event will be acknowledged on April 26, 2024, at 11:00 AM. He stated that the Village will plant an Orange Geiger in front of the newly renovated Splash Pad at Village Hall at 11:00 AM.

17. Municipal Clerks Week Proclamation Week - May 5, 2024 - May 11, 2024

Staff: Kimberly Wynn, Village Clerk

Mayor Smith read the proclamation on the record and presented it to Ms. Wynn, Mrs. Worth and Ms. Medero. The Village Manager and Mayor Smith followed up with comments about the operations of the Village Clerk's Office.

REGULAR AGENDA

18. Purchase Agreement - Portable Radios - Police Department (FY 2024 Budget – Machinery and Equipment and Other Contractual Services - ARPA Funded): Motion to approve an Agreement with Motorola Solutions to purchase sixty-five (65) Motorola APXN70 portable radios for the Police Department for \$511,525.95. Funding to support the purchase is available from ARPA funds and FY 2024 Budget – Machinery and Equipment and Other Contractual Services.

Staff: Katelyn Niskanen, Police Support Manager

SUMMARY: The Police Department has budgeted \$58,000 to replace ten (10) radios and \$42,000 to encrypt their current radio system for Fiscal Year 2024. The police department currently uses sixty-seven (67) Motorola radios, which are divided into two models: Motorola APX6000 AN (15 radios) and BN (52 radios) models. The AN model has reached its end of life, and the BN model has about five years left before reaching its end.

To replace the radios, staff recommends transitioning all police radios to the new Motorola APXN70 model instead of purchasing a few radios per year. The new model has a longer life expectancy and provides transmission redundancy, which increases officer safety. The new

model can also be remotely programmed, eliminating the costly need to physically touch each radio to update it.

The radios operate on the existing Motorola system and are in line with the level of performance and consistency of the current communication equipment of this brand, as per Purchasing Authority 58-10 Village Standard Product. They are also compatible with the police department's emergency communication consoles.

(ITEM MOVED TO MAY 9, 2024, VILLAGE COUNCIL REGULAR MEETING AGENDA).

Fiscal Impact: The proposed purchase of 65 Motorola APXN70 radios, including encryption and all necessary accessories, would be priced at \$527,775.95. The Village will receive \$16,250.00 as a trade-in for the old radios, which brings the purchase cost to \$511,525.95.

The FY 2024 Budget – Machinery and Equipment and Other Contractual Services has some funds available to support this purchase. The remaining funds required to purchase the newer radios will come from the allotted American Rescue Plan Act (ARPA) funds.

PUBLIC COMMENT

Mr. Johnnie Tieche - 305 Winged Foot Drive - Mr. Tieche commented on the Easter Hunt event. He was excited about the great turnout and the numerous compliments. He complimented the Parks & Recreation Department.

PUBLIC HEARINGS

19. **Resolution No. 2024-12 - Site Plan (SPR24-04), Special Exception Use (PSSE24-01) and Hours of Operation Variance (PSV24-03) - Woodspring Suites & Everhome Suites Hotels - 2645 10th Avenue North: Motion to recommend approval to the Village Council for a Site Plan (SPR24-04), and concurrently requesting a Special Exception Use (PSSE24-01) and Hours of Operation Variance (PSV24-03) to allow the construction of two four-story hotels buildings with a total of 236 hotel rooms for the Commercial General property located at 2645 10th Avenue North.**

Staff: Iramis Cabrera, PZB Director

SUMMARY: Insite Studio, agent for 10th Avenue Partnership LTD ("Applicant"), submitted an application for a Site Plan (SPR24-04) and concurrently requested a Special Exception Use (PSSE24-01) to allow the construction of two four-story hotel buildings with a total of 236 hotel rooms for the Commercial General property located at 2645 10th Avenue North.

The 4.63-acre site is on the northwest corner of the 10th Avenue North & Florida Mango Road intersection. It retains the Future Land Use designation of Commercial and the Commercial General (CG) zoning district classification. The Applicant is proposing a Site Development Plan (within a Commercial Planned Development) and concurrently requesting a Special Exception Use approval with three Variances to allow the construction of 2 four-story hotel buildings with a total of 236 hotel rooms - Everhomes Suites 114 rooms and Woodspring's Suites 122 rooms.

The proposed site plan will be accommodated within Tract 1 as shown on the previously approved Master Commercial Planned Development Site Plan known as "Village Collection of Palm Springs" under Resolution No. 2023-52. The site was previously referenced as a "Future

Development area" with no set use or site layout associated with it.

As part of the proposed Site Development Plan, the Applicant is requesting three variances (**PSV24- 01, PSV24-02 and PSV24-03**):

Planning & Zoning Board Consideration:

1. **PSV24-01** - The Village is requesting variance relief from Section 34-1329 (5) (q) to allow a reduction of parking spaces from the required 250 spaces to 235 parking spaces.
2. **PSV24-02** - Requesting a Variance relief from Section 34-826 (10) to allow a maximum building height of 50' rather than 45' maximum permitted. Note: During the Planning and Zoning Board meeting on March 12, 2024, the board approved Variance PSV24-02, but Variance PSV24-01 was recommended for approval pending Council consideration on evaluating a proposed mitigation plan for the deficit of parking in case any parking issues arise once the hotel is open for business.

Council Consideration:

3. **PSV24-03** - Requesting variance relief from Section 34-891(1) to allow 24-hour operations.

The Planning and Zoning Board considered this application during their March 12, 2024,

and recommended approval. The Planning, Zoning & Building staff do not object to the proposed Site Development Amendment and Special Exception Use and recommend conditional approval subject to thirty-eight (38) conditions.

Mayor Smith asked the Council to disclose ex parte communication. Vice-Mayor Brinkman stated that she spoke with Agent on Record on Monday (April 8, 2024). The Village Clerk swore in the applicants and agent for the project.

Ms. Cabrera gave the staff presentation. Iramis Cabrera gave the presentation for staff. She stated that the Insite Studio, acting as an agent for 10th Avenue Partnership LTD, submitted a proposal for a site plan and a special exception use to construct two four-story hotel buildings with a total of 236 hotel rooms at 2645 10th Avenue North. The site is on the northwest corner of the 10th Avenue North & Florida Mango Road intersection, and the proposal includes a Site Development Plan and three Variances. The Planning & Zoning Board considered the application during their meeting on March 12, 2024, and recommended approval, subject to thirty-eight (38) conditions.

Mr. Edwin Mueller, Senior Project Manager with InSite Design gave the applicant's presentation. He advised that Jupiter Realty would be present for questions. He gave background on the project. He mentioned that the project was initially a proposed RaceTrac gas station and Tire Kingdom. The idea was abandoned and is now a proposed hotel.

Mr. Mueller explained a site plan amendment for a proposed hotel development in Palm

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Springs. The project includes Woodspring Suites and Everhome Suites, which are limited-service hotels that would provide a safe and convenient lodging option for visitors, locals, and regional residents. The site is located at the intersection of Florida Mango Road and 10th Avenue N, which are classified as Urban Principal Arterials and Urban Minor Arterial roads, respectively. The proposed development is a component of a commercial planned development and would be in harmony with the character and development patterns of 10th Avenue North and Florida Mango Road. A parking reduction for Tract 1 is proposed due to the utilization of a shared parking field for the Planned Commercial Development, which promotes efficient land use. Granting the variance will be in harmony with the general intent and purpose of the zoning ordinance and the Commercial General (CG) District.

He discussed the concerns of the Planning and Zoning Board with parking, outdoor dining and security. The hotel developed rules for parking, for the employees and guests. The hotel would use guest parking permits and employees would have alternate parking. He stipulated the changes in the Guest Policies that would be distributed.

Mayor Smith offered the public and Council an opportunity to comment and ask questions. Council Member Ready asked if there was cross Agreements from any of the neighboring businesses when the Hotel has reached capacity. They also wanted Mr. Mueller to consider if Palm Tran canceled routes, what is an alternate plan.

The Council discussed the height of the building in comparison with neighboring buildings. They wanted clarification on the additional 5 feet height of the building is there a reason to need the additional 5 ft that is requested. Under the current condition, the building is exceeding 45 ft.

There Council asked if there is another Woodspring or Evermore in the area. Mr. Mueller advised that another Evermore is on Congress Avenue and Summit Boulevard. They were also interested in ADA based on the Florida Statutes in compliance should they revisit this policy. They discussed how the conditions would be monitored, whether it's the Village or the hotel and the Certificate of Occupancy (CO). Further discussion ensued about the availability of 221 parking spaces in comparison with 236 rooms. The hotel has stated they would stop selling rooms. The establishment does not accept cash; all transactions are handled with a credit/debit card. The guests may stay 4 continuous weeks, then the guest must re-register. Mayor Smith discussed her concern that the hotel would become housing instead of its intended hotel purpose. Mayor concerned that this would become housing instead of a hotel.

The Village Attorney, Ms. Goddeau, talked about the parking and an attempt to regulate it as much as possible. She stated more clarification can be added to the Site Plan if needed. Police Chief Ceccarelli addressed security at the location. Vice Mayor Brinkman and the Council discussed monthly reports that the hotel would be required to provide to the Village. The report would provide a monthly, daily or weekly report about parking and any other violations. Council Member Ready wanted to know the estimated start time for construction. The Applicant advised that construction would begin in the Summer of 2024. They anticipate completion in 14 months.

Mayor Smith offered the public an opportunity to comment.

Mr. Tieche asked if the Applicant would explain the drivers' license cross check. The applicant explained the process.

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The Village Attorney read the title of the caption to the record. Vice Mayor Brinkman made a motion to approve Resolution No. 2024-12. Mayor Smith passed the gavel and gave second. The motion failed 2-2 (Council Member Ready and Mayor Pro Tem Ready dissenting because parking and security).

The Council had further discussion. Council Member Ready explained that he wanted a Cross Agreement for additional parking. The owner explained the restrictions and challenges with parking. He stated he can build additional car park if required. He discussed his reservations while building it up front. It was agreed that a report would be provided to the Council. If the parking lot goes over the proposed capacity more than seven times in a year, they owner must build an additional parking lot.

Vice Mayor Brinkman made a second motion to approve Resolution No. 2024-12 with added conditions that the Applicant must provide a report periodically. If the establishment exceeds 100% capacity seven times or more in a year, additional parking will be built. Council Member Ready seconded the motion. The said motion carried. 4-0.

Fiscal Impact: The proposed development will enhance the Village's assessed property valuation.

20. **Resolution No. 2024-11: Ratification of Inventory of Municipal Property for Affordable Housing (Senate Bill 102, 2023 Session - Live Local Act): Motion to approve Resolution No. 2024-11 for the Village-owned municipal property inventory for affordable housing under Chapter 125.379 of the F.S. This motion will not affect the Village financially.**

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: The Live Local Act was passed by the Florida Legislature on October 1, 2023. This legislation requires municipalities to make an inventory list of all real property owned by them or any dependent special district that is appropriate for affordable housing. The list must be approved by resolution, discussed at a public hearing, and posted on the municipality's website.

The Village staff evaluated the properties owned by the Village and found that they all have current viable uses or are reserved for future planned uses. Please note that the Palm Springs CRA does not own any property, and no Village-owned property has been identified as appropriate for affordable housing.

This hearing is solely to meet the legislative requirements and ensure that Village-owned parcels are appropriate for affordable housing. To guarantee this, the staff will review the inventory regularly, at least every three years.

The Assistant Village Manager, Mrs. Glas-Castro introduced this item that the Live Local Act was passed by the Florida Legislature on October 1, 2023, requiring municipalities to make an inventory list of all real property owned by them appropriate for affordable housing. The Village staff has evaluated the properties owned by the Village and found that they all have current viable uses or are reserved for future planned uses. However, the staff will review the inventory regularly, at least every three years, to ensure that Village-owned parcels are appropriate for affordable housing.

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Mayor Smith offered the public and Council an opportunity to discuss Resolution No. 2024- 11 further. There were no comments from the public.

The Village Attorney, Ms. Goddeau, read the title of the caption on the record.

Mrs. Glas-Castro stated that the list of properties (although not an inventory) would be posted on the website as required.

Mayor Pro Tem Waller made a motion to approve Resolution No. 2024-11, and Council Member Ready seconded. The said motion carried 4-0.

Fiscal Impact: The discussion of available or surplus Village land does not generate a fiscal impact.

ACTIONS AND REPORTS

There were no Actions and Reports.

VILLAGE MANAGER COMMENTS

The Village Manager, Mr. Bornstein gave an update on the sewer leak in Lake Worth Beach. He complimented the Director, Dr. Jimmie Johnson and the Assistant Director, Paul Ward, for their hard work to get the issue resolved. Although the issue is not the Village directly, our residents are affected. He advised an Emergency Meeting that with being held on April 12, 2024, with the South Florida Wastewater Regional to provide an update on containing the leak. Vice Mayor Brinkman asked if notification could be placed further north to alert the public about closures of the beach, canals for fishing and swimming prohibition.

VILLAGE COUNCIL COMMENTS

The Council discussed events and services around the Villages and thanked the staff for their diligence in containing the sewer leak. Mayor Pro Tem Waller made note that the benches in front of the Library were unattractive, along with the immediate area of the benches. She asked if this could get checked. The Council invited the public to the Great American Clean-Up and the Taco Fiesta event on April 20, 2024.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the Village Council Meeting at 8:04 PM.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **April 11, 2024**. Which minutes were formally approved and adopted by the Village Council on **May 9, 2024**.

Kimberly M. Wynn,
Village Clerk

**NEXT REGULAR MEETING:
THURSDAY, MAY 9, 2024, AT 6:30 PM**



Village of Palm Springs

Executive Brief

AGENDA DATE: May 9, 2024

DEPARTMENT: Parks & Recreation

ITEM #3: Resolution No. 2024-18 Grant Application to the Florida Division of Arts and Culture Cultural Facilities Program

SUMMARY: The Parks and Recreation Department has an opportunity to apply for grant funding of \$500,000 for the proposed amphitheater that will be built at the Village Commons Park at 226 Cypress Lane. The grant is a matching 2-to-1 grant through the Florida Division of Arts and Culture Cultural Facilities Program. This means that for every \$1 that the Village receives from the grant, it will have to contribute \$2 towards the project.

However, to be eligible for the grant, the Village must provide matching funds of \$1,000,000 before July 1, 2025. This matching fund can be included in the Village's capital improvement plan, which is a long-term plan to fund infrastructure and other capital projects.

The proposed amphitheater is expected to bring significant benefits to the community, such as creating a space for cultural events, performances, and other outdoor activities. It will also help to enhance the overall appeal of the Village Commons Park, making it a more attractive destination for residents and visitors alike.

The grant presents an opportunity for the Village of Palm Springs to make a significant investment in its cultural and recreational offerings. By securing the grant, the Village can make the proposed amphitheater a reality, and provide a valuable asset to the community for years to come.

FISCAL IMPACT:

The proposed Florida Division of Arts and Culture Cultural Facilities Program Grant would result in an increase of funds received to support the completion of the proposed Village Commons Park improvement project.

ATTACHMENTS:

1. Resolution No. 2024-18 Grant Application for Performance Cultural Facilities
2. Cultural Facilities Grant Application-2025

RESOLUTION NO 2024-18

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE VILLAGE MANAGER, OR THEIR DESIGNEE, TO SUBMIT A GRANT APPLICATION TO THE FLORIDA DIVISION OF ARTS & CULTURE CULTURAL FACILITIES PROGRAM REQUESTING \$500,000 FOR THE CONSTRUCTION OF A PERFORMANCE AREA AT THE ATHLETIC COMPLEX LOCATED AT 226 CYPRESS LANE, AND FURTHER AUTHORIZING MATCHING FUNDS FROM THE VILLAGE FOR \$1,000,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs has been offered the opportunity to apply for funding of \$500,000 for the Performance Area Project located at 226 Cypress Lane, subject to a 2-to-1 matching fund; and

WHEREAS, the required match amount of \$1,000,000 must be available by July 1, 2025.

NOW, THEREFORE BE IT RESOLVED BY THE VILLAGE COUNCIL OF PALM SPRINGS, FLORIDA:

SECTION 1. That the above recitals are hereby adopted.

SECTION 2. The Village Council hereby approves the submission of an application for the \$500,000 grant for the Performance Area Project.

SECTION 3. That the Village Council of the Village of Palm Springs hereby authorizes the use of \$1,000,000 in eligible expenditures to be available by July 1, 2025, for required matching funds for a grant application to the Florida Division of Arts and Culture in the quest for funding for the Performance Area Project.

SECTION 4. That this resolution shall be effective upon adoption.

Council Member _____ offered the foregoing Resolution.

Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN _____	☐	☐	☐
PATTI WALLER _____	☐	☐	☐
KIM SCHMITZ _____	☐	☐	☐
GARY READY _____	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this 9th day of May 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

Cultural Facilities Program Application

A – Applicant Profile

<Display applicant information *read only*>

- a. Applicant Name (org or individual)
- b. FEID
- c. Phone number (with extension if applicable)
- d. Principal Address
- e. Mailing Address
- f. Website
- g. Org Type (e.g. nonprofit, school board, etc.)
- h. Org Category (e.g. public library, SOE, etc.)
- i. County
- j. UEI #
- k. Fiscal Year End Date

1. Grant Contact*

Select a person from your organization to serve as the primary contact for this grant application. The contact should be able to answer direct questions about the application, provide update information or materials (if requested) and complete required reports. The contact may be different from the authorizing official who is typically the executive director or a board member. Provide a direct email address and phone number.

<Select from Organization Contacts>

First & Last Name

Phone Number + Extension

Email Address

2. Chief Financial Officer for the Applicant*

<Select from Organization Contacts>

First & Last Name

Phone Number + Extension

Email Address

3. Official with Authority to contract for the Applicant*

Typically the Executive Director or a board member.

<Select from Organization Contacts>

First & Last Name

Phone Number + Extension

Email Address

4. Official with Authority to contract for the Property Owner*

Title _____
First Name _____
Last Name _____
Phone Number _____
Email Address _____

5. National Endowment for the Arts Descriptors:

5.1 Applicant Status _____

5.2 Institution Type _____

5.3 Applicant Discipline _____

B – Introduction

1. What is the legal status of the applicant?*

Select the legal status of the applicant. Applicants must be either a Florida public entity or a Florida nonprofit, tax exempt corporation to be eligible. See program guidelines for details.

- Public Entity (County or Municipality)
- Florida Nonprofit, Tax-Exempt
- Other (not an eligible response)

2. Applicant Mission Statement*

--

3. Describe the facility that you will acquire, renovate or build:

3.1 Is the cultural facility?:

- A purpose-built or single use facility that will solely be used for the programming, production, presentation, exhibition of any of the arts and cultural disciplines (Section 265.283(1), Florida Statutes) at least 85% of the time. These disciplines include music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, and programs of museums. You must provide documentation of your organization's mission and arts and cultural programming as an attachment. See Guidelines: Attachments and Support Materials. This type of facility includes theatres, performance centers, museums (including, aquariums, botanical gardens, history centers, zoos, etc.) and art centers. The maximum request amount for this type of facility is \$500,000.
- A multi-purpose facility that will be used for the programming, production, presentation, exhibition of any of the arts and cultural disciplines (Section 265.283(1), Florida Statutes) LESS than 85% of the time. These disciplines include music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, and programs of museums. You must provide documentation of your organization's mission and arts and cultural programming as an attachment. See Guidelines: Attachments and Support Materials. This type of building includes community centers, recreation centers, civic centers and municipal buildings. The maximum request amount for this type of facility is \$200,000. Project costs must be directly related to the arts and cultural portion of the facility.

○

If the facility is a multi-purpose building, describe the OTHER activities that take place in the facility.

3.2 How many days per week/hours per day is this facility open to the public?*

3.3 How many of the days per week/hours per day that the facility is open are arts and cultural programming, production, and administration taking place?*

3.4 Describe the types of arts and cultural programming, production, and administration that take place within the facility.*

3.5 Who is responsible for the programming, production, and administration of the arts and cultural activities of the facility? Is there a qualified professional expert in the subject matter on staff either paid or volunteer? What are their qualifications?*

3.6 Accessibility for all is important to the programming, production, and administration of arts and cultural activities. Briefly describe the actions that your organization has taken to make activities accessible to all audiences. Be sure to include efforts to provide programming welcoming and available for all members of your community.*

4. Cultural Facilities Grant Status*

Do you have a current Cultural Facilities grant that is not 100% complete?

- ☐ Yes
- ☐ No

If yes, list grant numbers for any open Cultural Facilities and Fixed Capital Outlay grants

5. Request Amount*

Request Amount not to exceed \$500,000 for purpose-built facilities and \$200,000 for multi-purpose facilities.

6. Project Type*

Only one project type may be selected. The Scope of Work may not include a combination of multiple project types.

- ☐ Acquisition
Acquisition is the purchase of land or building for the purpose of using or building a cultural facility.
- ☐ Renovation
Renovation is the act or process of giving a property a state of increased utility or returning a property to a state of utility through repair, addition, or alteration that makes possible a more efficient use.
- ☐ New Construction
New Construction is constructing a Cultural Facility on property where no

building previously existed.

7. Project Title*

Include the facility name and project type. Do not repeat the applicant name. Example:
"Sun Theatre Education Wing: Renovation"

8. Project Synopsis*

Briefly summarize the project. Indicate how you will use grant funds, the major work items involved and the end product.

9. Project Physical Location*

Street Address _____
City _____ State ____ Zip _____
County _____

10. Will the acquisition, renovation, or construction of your project only occur between July 1 of the first year of the grant period and June 1 of the second year of the grant period (23 months)?*

- ☐ Yes (required for eligibility)
- ☐ No

11. What was your Total Support and Revenue for the last completed fiscal year?*

Include the amount reported by a review, audit, or detailed operating budget that provides a statement of comprehensive income, revenue and expense. Documentation of this number must be provided as an attachment. See Guidelines: Total Support and Revenue for details.

C – Project Documents

- 1. Current Architectural Plans certified by a licensed architect or engineer (or contractor project proposals or working drawings if no architectural plans are required for the completion of the project) are...***
 - Complete (required for eligibility)
 - Not complete
- 2. Construction documents are...***
 - Complete
 - Not complete

Project Land and Building

- 3. Are you leasing the project land or building?***

If leasing, the owner(s) must be:

- a not-for-profit, tax-exempt Florida corporation or
 - a public entity governed by a municipality or county
 - facilities or property owned by an individual or for-profit entity are not eligible for a Cultural Facilities grant
-
- No (If NO, proceed to question 4.)
 - Yes, the land and the building
 - Yes, the building
 - Yes, the land

3.1 If leasing: How many years will remain on the land lease as of July 1 of the award year?

There must be at least 10 years left on the lease following the grant award for the application to be eligible.

3.2 If leasing: How many years will remain on the building lease as of July 1 of the award year?

There must be at least 10 years left on the lease following the grant award for the application to be eligible.

- 4. Who currently owns the land?***

You must provide documentation of unrestricted use of the land or an executed option or purchase agreement (for acquisitions). See Guidelines: Unrestricted Use of Land and/or

Building for details. You must be able to record a Restrictive Covenant on the property for a period of ten (10) years following the grant award.

5. Who currently owns the building?*

You must provide documentation of unrestricted use of the building or an executed option or purchase agreement (for acquisitions). See Guidelines: Unrestricted Use of Land and/or Building for details. You must be able to record a Restrictive Covenant on the property for a period of ten (10) years following the grant award.

6. How old is the building in years?*

If the building is 50 years old or older, you must get the project plans approved by the Division of Historic Resources (DHR). A copy of the DHR approval letter stating that the proposed project will have NO adverse effects to the building's historical significance must be provided with this application. This includes structures where the intent is demolition. See Guidelines: Historical Review Requirements.

D – Scope of Work

1. Project Description*

Describe what you are going to build, what you are doing to renovate the building, or what are you acquiring. Indicate how grant funds and match will be spent. Provide a timeline of when grant funds and match will be expended. Discuss any grants applied for or received from the Division of Historical Resources for the grant period. The Cultural Facility Program is a bricks and mortar program. State funding is not to be used for parking facilities, sidewalks, walkways or trails, which are the entire scope of work; fabrication or design of exhibits; nor commercial projects.

1.1. Construction/Renovation/Acquisition* Only one of these categories may be funded through a single Cultural Facilities application.

What are you constructing, renovating, or acquiring? Be specific. (Example: 500 sq ft Visitor Center)

--

1.2 Spending Plan*

Indicate how grant funds and match will be spent. (Examples: permitting, site preparation, flooring, windows, HVAC, signage, lighting). Discuss any grants applied for or received from the Division of Historical Resources for the grant period.

--

1.3 Project Timeline*

Provide a timeline. The timeline should include permitting, site preparation, and actual construction. The grant period is 23 months.

--

E - Proposal Budget

1. Proposal Budget Summary*

Enter the request amount and matching funds for this proposal only. See Guidelines: Matching Funds for details on required match. Round amounts to the nearest dollar.

Project cost will be automatically calculated as the sum of request amount and confirmed matching funds. You may not use match from previous projects.

Contingency is an amount of money dedicated to the project that can be used to pay for problems that might occur. It is not included in project cost. State funds may not be used to pay contingencies.

Request Amount	_____
Confirmed Matching Funds	_____
Project Cost	<u>\$0.00</u>
Contingency	_____

2. Are you requesting REDI match reduction?*

Applicants in Rural Economic Development Initiative counties or communities may be eligible for a reduction in match. See Guidelines: REDI Waiver for more information.

The State of Florida cannot waive all matching for this program; the match must be at least a one to one match.

- ☐ Yes
- ☐ No

3. Have you requested or received funding from the Division of Historical Resources for this project?*

- ☐ Yes
- ☐ No

4. What other state dollars will go into the project?

List the source and amount of any in-kind contributions, pledges, or cash from the State of Florida that will be used for the project. Remember: no state dollars from any source may be used as match.

Source	Amount

5. Proposal Expense Details*

List your estimated expenses and how they will be paid (from match, grant funds, or both). Only include expenses that are specifically related to the project. Expenses may include an actual amount to be paid or the value of an in-kind contribution. See Help: Proposal Budget Terms for expense category descriptions and columns. Round amounts to the nearest dollar.

Rows must have a value in State, Cash Match, or In-Kind Match. If all three columns are 0 or blank, the row will not be saved.

<Insert proposal budget expenses in table provided>

6. How were your proposal expenses determined?

Explain how the estimated expenses in the Proposal Expense Details were derived, i.e. from an architect or engineer budget estimate, contractor quote, etc. You must provide documentation of the source of your proposal expenses as an attachment. See Guidelines: Attachments and Support Materials.

--

7. Proposal Income (Match) Details*

List your confirmed matching funds (resources presently available or pledged and designated to the project). You must provide documentation for matching funds at time of application. See Guidelines: Matching Funds Documentation. Include cash on hand, irrevocable pledges, and in-kind or donated services and materials. See Help: Proposal Budget Terms for descriptions of income categories and columns. Round amounts to the nearest dollar.

Rows must have a value in Cash Match or In-Kind Match. If both columns are 0 or blank, the row will not be saved.

<Insert match sources in table provided>

8. Contingency Details*

If your project is not fully funded or incurs cost overruns explain how you will pay for the remainder of the project or any overages.

--

F – Matching Funds

1. Match Summary*

Summarize your match by type. The total should match the total reported in your proposal budget and should be greater than or equal to the match required. See Guidelines: Types of Match for more information.

Project cost will be automatically calculated as the sum of request amount and confirmed matching funds.

<Insert Match Type/Source/Amount in Match Summary Table>

2. Are these matching funds being used to match any other Department of State grants?*

You are not allowed to use the same dollars to match more than one Department of State grant.

- ☐ Yes (not an eligible response)
- ☐ No

Donor Profile

3. How many donors are supporting the project?*

4. What is the smallest contribution received for the project?*

5. What is the largest contribution received for the project?*

6. What is the population size of the community the project serves?*

7. Donor Profile: Description of Donors*

Describe your donors (individual, local artist guild, parent teacher association, etc.). Additional donor information (including names) may be provided at your discretion. All information provided will become a part of public record. The Division must provide this information to the public on request.

--

8. Donor Profile: Percentage of Community Support*

What percentage of the community supports your project?

Corporations	%
Foundations	%
Individuals	%
State	%
Other	%

G – Need for Project and Operating Forecast

1. Need for Project*

Describe your need for the project (or portion of the project on which grant funds will be spent). Discuss need for additional space (performance, exhibition, office, work, or storage) and your history of organization growth. Discuss increased square footage or increased utility. Reference long term construction or renovation needs documented in a long-range plan.

--

2. Operating Forecast Detail*

Describe how the space will be used and the related costs. Incorporate budgetary figures where appropriate. You may reference a budget spreadsheet (provided as support material) or incorporate the revenue and expense figures into the narrative. Consider both staffing and programming needs. Include:

- New staff that will be needed
- Programs that will be added, expanded or improved
- Additional expenses to the organization
- New revenue sources that will be used to offset the added expense

--

3. Fiscal Stability*

Describe the fiscal condition of the organization as it relates to the successful completion of the proposal. Also describe plans to sustain the proposed acquisition/renovation/new construction after the grant period.

--

4. Changes in Operating Expenses*

Provide a summary of how your operating expenses will change during construction and after the project is completed. These totals should NOT include expenses related to the completion of the proposed project.

Description	Award Year Expenses	Project Completion Year Expenses	Expenses 1 Year After Completion
	\$	\$	\$

5. Changes in Operating Income*

Provide a summary of how your operating income will change during construction and after the project is completed. These totals should NOT include income related to the completion of the proposed project.

Description	Award Year Income	Project Completion Year Income	Income 1 Year After Completion
	\$	\$	\$

H – Project Impact

1. Community Impact of Project*

Discuss how the project will serve the city, county, or region, especially regarding new or improved programming and community services. Include information on:

- organizations and local artists that will use the facility
- educational or research opportunities
- access for underserved groups
- economic, historical, environmental or architectural significance
- If the matching funds for the proposed project are from a single source (i.e. County/Municipality Resolution, single donor, etc.), include information on efforts to include the community in the needs assessment and planning stages of the project.

--

2. Financial Impact of Project*

Discuss the financial impact the project will have on your operations, maintenance, and programming? Address plans for community development, fundraising campaigns, operational grants, and endowment opportunities.

--

3. Environmental Impact of Project*

Discuss the impact your project will have on Florida's environment. Describe any environmentally friendly/sustainable aspects of your facility (existing or planned). Consider:

- Impact on human health and the environment (light pollution, low emitting materials, etc.)
- LEED, Energy Star or green building certifications
- Water and energy efficiencies
- Site features (building reuse, habitat preservation, etc.)

--

I – Project Team

1. Organization Staff*

List the organization staff dedicated to the completion of the project and their project related responsibilities. How many paid staff will be dedicated to this project?

--

2. Project Team*

List the project team including the names of the architect, engineer, design consultants, and general contractor. A licensed contractor or architect must be hired to manage and certify the Scope of Work. A project team must be named to be considered for funding.

2.1 Project Architect/Engineer

First Name _____

Last Name _____

Organization/Company _____

2.2 Project Contractor

First Name _____

Last Name _____

Organization/Company _____

2.3 Additional Project Team Information

--

J – Attachments and Support Materials

1. **Required Attachments**

Attachments may be of any of the following formats:

- documents (.pdf, .txt, .doc, .docx) up to 10 MB
- images (.jpg, .gif, .png, .tiff) up to 5MB
- audio/video files (.mp3, .mp4, .mov, or .wmv) up to 200 MB

MacOS productivity files such as Pages, Keynote, and Numbers are not acceptable formats. Please save these file types in .pdf format before submission.

Matching Funds Documentation (include a list or spreadsheet with totals with documentation)*

Choose file:	Upload file
--------------	-------------

REDI Waiver Request Letter (for REDI Waiver requests only)

Choose file:	Upload file
--------------	-------------

Documentation of Unrestricted Use *

Choose file:	Upload file
--------------	-------------

Documentation of Total Support and Revenue*

Choose file:	Upload file
--------------	-------------

Current Architectural Plans certified by a licensed architect or engineer (or contractor project proposals or working drawings if no architectural plans are required for the completion of the project)*

Choose file:	Upload file
--------------	-------------

Budget Estimates *

Include budget estimate(s) provided by the architect, engineer, or contractor upon which the Proposal Expense Details are based.

Choose file:	Upload file
--------------	-------------

Documentation of Arts and Cultural Programming*

Programming materials such as a season program, box office statement, or educational programs that document the percentage of facility use for arts and cultural programming as it pertains to the organization's mission.

Choose file:	Upload file
--------------	-------------

Documentation of Project Support*

Up to 6 letters of support from local officials, community leaders, and community groups. If matching funds are from a single source (i.e. County/Municipality Resolution, single donor, etc.), applicants are strongly encouraged to include letters or surveys showing community support for the project

Choose file:	Upload file
--------------	-------------

BHP Determination Letter*

If the facility is 50 years old or older, you must submit a determination letter (stating that the proposed project will have **NO adverse effects** to the building's historical significance) from the Bureau of Historic Preservation (BHP) approving the project plans. This includes structures where the intent is demolition.

Choose file:	Upload file
--------------	-------------

IRS Determination Letter* (not required for Public Entities -- County or Municipality)

Choose file:	Upload file
--------------	-------------

Current Substitute W-9*

Choose file:	Upload file
--------------	-------------

1.a Required Attachments for acquisition applications only**Appraisal prepared by a Florida State Certified General Real Estate Appraiser***

Choose file:	Upload file
--------------	-------------

Title Search *

Choose file:	Upload file
--------------	-------------

Executed option or purchase agreement*

Choose file:	Upload file
--------------	-------------

Certified land survey*

Choose file:	Upload file
--------------	-------------

2. Optional Support Materials

Attachments may be of any of the following formats:

- documents (.pdf, .txt) up to 10 MB
- images (.jpg, .gif) up to 5MB

Additional support materials may be considered in panel review and scoring so including them is highly recommended but not required. Attachments and support materials will not be accepted by any other method.

File

Choose file:	Upload file
--------------	-------------

K – Notification of International Travel

In accordance with Section 15.182, *Florida Statutes*, the grantee shall notify the Department of State of any international travel at least 30 days before the date the international

travel is to commence or, when an intention to travel internationally is not formed at least 30 days in advance of the date the travel is to commence, as soon as feasible after forming such travel intention. Notification shall include date, time, and location of each appearance.

- ☐ I hereby certify that I have read and understand the above statement and will comply with Section 15.182, *Florida Statutes*, International travel by state-funded musical, cultural, or artistic organizations; notification to the Division of Arts and Culture.

L – Single Audit Act

In accordance with 2 CFR 200, Subpart F - Audit Requirements; Section 215.97(2)(a) and 215.97(8)(a), *Florida Statutes*; and the policies and procedures established by the Division of Arts and Culture, the grantee is required to certify annually if your organization with FEIN (insert FEIN here) expended \$750,000 or more from all combined state sources and all combined federal sources during your organization's fiscal year. If your organization has exceeded the threshold of \$750,000, your organization will be required to comply with the Single Audit Act. You will be required to complete a separate certification form in dosgrants.com following the close of your fiscal year.

- ☐ I hereby acknowledge that I have read and understand the above statement and will comply with: 2 CFR 200, Subpart F - Audit Requirements; Section 215.197, *Florida Statutes*, Florida Single Audit Act; and the policies and procedures established by the Division of Arts and Culture.

M – Review & Submit

1. Guidelines Certification

- ☐ I hereby certify that I have read and understand the guidelines and all application requirements for this grant program outlined under section 265.701, *Florida Statutes* and incorporated by reference into Rule 1T-1.039, Florida Administrative Code.

2. Review and Submit

- ☐ I hereby certify that I am authorized to submit this application on behalf of **[Organization Name]** and that all information indicated is true and accurate. I acknowledge that my electronic signature below shall have the same legal effect as my written signature. I am aware that making a false statement or representation to the Department of State constitutes a third-degree felony as provided for in 817.155, F.S., punishable as provided for by ss. 775.082, 775.083, and 775.084.

Signature (enter first and last name)



Village of Palm Springs

Executive Brief

AGENDA DATE: May 9, 2024

DEPARTMENT: Library

ITEM #4: Approval of Joseph L. Fallon Scholarship Award - One (1) Scholarship Award

SUMMARY: Each year, the Village of Palm Springs awards scholarships to selected high school seniors who live in the Village. In 1996, the annual Village scholarship was named in memoriam for Palm Springs resident and library volunteer Joseph Fallon, who died suddenly during his senior year at John I. Leonard High School.

This year, the Village's Joseph L. Fallon Scholarship Selection Committee recommends that the Village Council award one (1) scholarship to an applicant based on financial need, grades, experience, and character references.

The recommended 2024 Fallon Scholarship winner, if approved, includes:

- Danina S. Bernard

The Fallon Scholarship Committee met on April 11, 2024, and recommended the approval of one (1) scholarship award to a local Village high school student to assist with her college planning.

If the Village Council approves, the awardee will be presented with a check during the May 9, 2024, Village Council Meeting (Presentations Section).

Note: The Joseph L. Fallon Scholarship Selection Committee included the following individuals:

- Council Member Patti Waller
- Assistant Village Manager Kim Glas-Castro
- Police Chief Tom Ceccarelli
- Library Director Jossie Malиска
- Library Board Member Robin Hughes

FISCAL IMPACT:

Funding to support the proposed award is available within the FY 2024 Budget - General Fund.

ATTACHMENTS:

None



Village of Palm Springs

Executive Brief

AGENDA DATE: May 9, 2024

DEPARTMENT: Library

ITEM: Presentation- Joseph L. Fallon Scholarship Awards - One (1) Scholarship Award

SUMMARY:

Each year, the Village of Palm Springs awards scholarships to selected high school seniors who live within the Village. In 1996, the annual Village scholarship was named in memoriam for Palm Springs resident and library volunteer Joseph Fallon, who passed suddenly during his senior year at John I. Leonard High School.

This year, the Village Council is expected to present one (1) Joseph L. Fallon Scholarship awards to applicants, based on financial need, grades, experience, and personal appraisal. The recommended 2024 Fallon Scholarship winners include:

- **Danina S. Bernard:** Danina is a student at John I. Leonard high School and plans to attend Palm Beach State College in Lake Worth, FL. Her major is Management Business & Marketing.

The Fallon Scholarship Committee met on April 11th, 2024, and recommended approval of one (1) scholarship award to a local high school student to assist with their plans to attend college.

The Village Council is expected to approve this recommendation on May 9th, 2024, and if approved, they shall present each scholarship recipient with a check during the May 9th, 2024, Village Council Meeting.

FISCAL IMPACT:

Funding to support the proposed awards is available within the FY 2024 Budget - General Fund.

ATTACHMENTS:



VILLAGE OF PALM SPRINGS PRESENTS:

JOSEPH L. FALLON
SCHOLARSHIP WINNER
CLASS OF 2024



DANINA S. BERNARD

DANINA IS A STUDENT AT JOHN I. LEONARD HIGH SCHOOL AND SHE PLANS TO ATTEND PALM BEACH STATE COLLEGE IN LAKE WORTH FLORIDA.

HER MAJOR IS BUSINESS & MARKETING.



EDUCATION IS
THE KINDLING OF
A FLAME, NOT
THE FILLING OF A
VESSEL.

- SOCRATES

A young woman with dark hair, wearing a blue graduation cap and gown, is smiling broadly and looking upwards. She is holding a rolled-up white diploma tied with a red ribbon. The background is a blurred outdoor setting with other graduates and buildings.

CONGRATULATIONS!

ON TO THE NEXT ADVENTURE



Village of Palm Springs

Executive Brief

AGENDA DATE: May 9, 2024

DEPARTMENT: Administration

ITEM #6:

FISCAL IMPACT:

ATTACHMENTS:

None



Village of Palm Springs

Executive Brief

AGENDA DATE: May 9, 2024

DEPARTMENT: Finance

ITEM #7: Presentation of Annual Comprehensive Financial Report

SUMMARY: Mr. Nicholas Martin, a Senior Manager at Marcum, LLP, the auditing firm for the Village, will present the Annual Comprehensive Financial Report (ACFR) for the fiscal year that ended on September 30, 2023. The presentation will include the audit report on the financial statements.

FISCAL IMPACT:

This is a report on the Village's financial statements for the year ended September 30, 2023.

ATTACHMENTS:

1. Village of Palm Springs ACFR 2023 - Issued



Village of Palm Springs, Florida

Annual Comprehensive Financial Report

Fiscal Year Ended
September 30, 2023

The cover this year was designed by one of our newest employees in the Parks and Recreation department. Ben Kerr is our new multimedia specialist. Ben suggested different layouts and gave me multiple options. All of this to help with my last-minute request for a picture I could use. I am very excited to have his talents working for the Village and I can't wait to see what he will help us with as he demonstrates his talents when he is given more than a day to handle it!

I want to thank Ben and our Parks and Recreation Director, Juan Ruiz for their help to produce this beautiful cover showing the front of Village Hall and displaying our new logo and color scheme. The rapid response of Juan and Ben shows their commitment to the Village, and I am very grateful for their help.

Thank you!

Rebecca L. Morse
Chief Financial Officer

The seal of The Village of Palm Springs, Florida, is a circular emblem. It features a palm tree in the center, with its trunk and fronds. The words "THE VILLAGE OF PALM SPRINGS" are written in a green, sans-serif font along the top arc of the circle. The word "FLORIDA" is written in a green, sans-serif font along the bottom arc. There are several small, five-pointed stars in a light purple color scattered around the inner edge of the circle. The background of the seal is a light purple color.

**THE VILLAGE OF
PALM SPRINGS, FLORIDA**

Annual Comprehensive
Financial Report

**Fiscal Year Ended
September 30, 2023**

**Prepared by:
Finance Department**

**Rebecca L. Morse, CGFO
Chief Financial Officer**

VILLAGE OF PALM SPRINGS, FLORIDA

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VILLAGE OF PALM SPRINGS, FLORIDA

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VILLAGE OF PALM SPRINGS, FLORIDA

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INTRODUCTORY SECTION



Village of Palm Springs
Finance Department
226 Cypress Lane
Palm Springs, FL 33461

March 27, 2024

***The Honorable Mayor, Members of
the Village Council and Residents
of the Village of Palm Springs***

The Finance Department is pleased to present the Village's Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2023, which also includes the Independent Auditors' Report. The ACFR has been prepared in accordance with the Village Charter, Florida State Statutes and U.S. generally accepted accounting principles (GAAP) for governments. All disclosures necessary to enable the reader to gain an understanding of the Village's financial condition and activities have been included.

Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the Village. The Village's financial operations are designed with a comprehensive system of internal controls established to safeguard assets from loss, theft, or misuse. The Village's internal control system is designed to provide reasonable, reliable financial records for use in preparing financial statements in accordance with GAAP. To the best of our knowledge and belief the presented data is accurate in all material respects and is organized in a manner designed to fairly present the financial position and results of operations of the Village as measured by the financial activity of its various funds and the Village as a whole.

Florida Statutes require an annual audit by independent certified public accountants. Marcum, LLP, Certified Public Accountants, have issued an unmodified ("clean") opinion on the Village of Palm Springs' financial statements for the fiscal year ended September 30, 2023. The independent auditors' report on the basic financial statements and combining fund financial statements and debt schedules is located on page 1 in the financial section of this report.

Report Format

This report has been prepared and organized to meet the requirements of the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting Program. By following the guidelines of this program, the report's format facilitates understanding by the residents as well as providing information needed by financial professionals.

The report is presented in four sections: Introductory, Financial, Statistical and Compliance. The Management's Discussion and Analysis (MD&A) located in the Financial Section following the independent audit report, together with this transmittal letter contain valuable information for the user of the financial statements and should be read in conjunction with them.

Village profile

The Village of Palm Springs was incorporated in 1957 and is centrally located in Palm Beach County. As part of South Florida's Gold Coast, Palm Beach County is well recognized for its unique lifestyle with a comfortable average year-around temperature of 76 degrees, 45 miles of beaches, 160 challenging golf

courses and many cultural attractions. These elements and many more combine to create an unequalled quality of life that has attracted a diverse population from retirees to young professionals.

Palm Springs is an attractive, affordable community offering a mix of single-family homes, townhomes and condominiums combined with all the services working families and retirees look for. As a full-service municipality, the Village strives to meet the needs and desires of the entire spectrum of residents by providing law enforcement, a public library, parks and recreation facilities and activities, sanitation and recycling services, water and sewer services, road and street maintenance and beautification as well as general government support services.

The Village's Water and Sewer enterprise operation consists of two water treatment plants. The first plant, located within the Village, is a 6-million-gallon treatment facility. The second plant, dedicated to former Public Service Director Robert L. Pratt, is in unincorporated Palm Beach County and is a 3-million-gallon treatment facility with expansion capabilities to 4 million gallons.

The Village's sewer treatment is handled through two connections to the East Central Regional Wastewater Treatment Facilities. The Village has agreements with Palm Beach County for one connection and with the City of Lake Worth for the second. As of September 30, 2023, our utility system had 20,561 water customers and 19,540 sewer customers. Approximately 60% of total connections serve our residents; the other 40% of our connections are in the unincorporated area.

In fiscal year 2017, the Village established our Stormwater enterprise fund to improve the Village's existing stormwater drainage system and address annexation areas that need stormwater infrastructure to reduce/eliminate flooding.

The Village operates under a Council-Manager form of government. Four Council members are elected at large, each representing a district in which they must reside. The mayor is elected at large and may reside in any of the four districts. The mayor and four council members are elected to serve four year overlapping terms. Day-to-day operation of the Village is under the direction of the Village Manager who is appointed by the Village Council.

Economic outlook and financial planning

The Village's population has increased 31%, from 20,497 in 2014 to the current estimate of 26,904. Over the same ten-year period the Village's assessed taxable value grew from \$625,947,068 in 2014 to a new high of over \$1.678 billion this year an increase of \$1.0 billion or 168%. The taxable values increased by \$193.2 million or 13% over fiscal year 2022. We believe the taxable values are back on the rise as the economy recovers to pre-COVID status. The State of Florida has led the way in economic recovery from the pandemic and it is reflected in our revenues this year.

The Village successfully created two community redevelopment districts (CRA) one for Lake Worth Road area and the second for Congress Avenue north of Forest Hill Boulevard. This fiscal year was the third year the tax increment financing (TIF) became active. The Village expects to spur re-development and new developments in these areas using tax increment financing. The Village CRA Board and the Village Council adopted a budget for the two districts. The CRA ended the year with \$508,053 combined fund balance which will be appropriated to fund CRA projects in fiscal year 2024. The budget to actual statement for the CRA is available on page 118 of this report.

As of September 30, 2023, the General Fund had a total fund balance of \$33,826,921. The components of fund balance, in accordance with GASB 54, are detailed as follows:

Total fund balance	\$33,826,921
Nonspendable - Inventory	96,319
Restricted for sales tax infrastructure capital projects.	9,843,285
Assigned to:	
Disaster recovery	3,000,000
Future capital projects	7,000,000
Subsequent year's budget	<u>1,889,611</u>
Unassigned fund balance	<u>\$11,997,706</u>

Fortunately, the Village has been very conservatively managed; the Village has assigned \$3.0 million for disaster recovery and together with the \$7.0 million assigned for large capital acquisitions or replacements prudently providing for the on-going operations of the Village and preparing for potential disasters or economic downturn.

The General Fund's unassigned fund balance represents 31.3% of the General Fund budget for the fiscal year 2024. This year we increased the assigned fund balance for future capital projects with the parks and recreation master plan highlighting opportunities to expand our parks and leisure activity areas as well as the need to address the needed expansion of the police department and overall growing needs of the Village. Our goal is to maintain this unassigned fund balance in the 20-25% range. The Village's purpose for building our fund balance to this level is to have adequate resources during the "rainy days." The Village will always seek to balance the budget with current resources, but we have prudently provided funds for potential economic fluctuations and provide a financial hedge of protection for our community.

The Village's 5-Year Capital Improvement Budget includes updates for the proposed years through FY 2027 and new capital items were added for FY 2028. This budget reveals the growing demand for our operations to meet the physical building and improvement needs as well as the need to make improvements to stay on top of the ever-evolving areas of technology assets and security needs.

The Village evaluates one third of our roads and streets annually using a pavement rating system, based on this evaluation the Village budgets funds to maintain the roads and street network with at least 80% of the system rated at a good or better condition based on the pavement rating system. A schedule showing the annual expenditures for the last ten years to maintain this network is located on page 103 of this report.

The Village Council legally adopted a formal budget for the General Fund. The Village maintains budgetary control at the department level of expenditure. All expenditures of more than \$7,500 or more require the Village Manager's authorization, and expenditures over \$35,000 require approval by the Village Council and/or competitive bid. Budget transfers within a department are handled administratively. The Village Council must approve budget transfers between departments or budget amendments, which increase or decrease the total fund.

A schedule comparing the original budget, revised budget and actual revenues and expenditures is located on pages 96-99 of this report.

Major initiatives

The CRA established the Catalyst Fund, an incentive program for the elimination of blighting conditions as a reimbursement-based grant. This incentive program is offered through Village Code Enforcement as an incentive to not only remedy code violations, but to encourage investment in property remediation improvements that will enhance the value and eliminate nuisance, hazardous and deteriorating situations. Business partners interested in improving their properties, with CRA incentive assistance, have been identified and funding is proposed for fiscal year 2024.

Human Resources completed the update of the Village's employee regulations handbook that was last updated 10 years ago. They also engaged a vendor to perform a comprehensive salary study to ensure that our positions are competitive in the marketplace and to help with recruitment and retention. The department also has offered professional development courses for employees to enhance their skills and/or further their career advancement.

Police department held their 13th annual Stuff-A-Cruiser" toy drive in December. They raised \$9,150 in donations and collected new toys to benefit local and needy families during the holidays. The department also held four Family Movie Nights during the year, these events give our residents a chance to come out enjoy a good family movie and popcorn. The department has deployed several license plate recognition cameras throughout the Village.

The Planning, Building and Zoning department has worked to modernize the core business processes in the PZB department. We did this by using a digital platform which is designed for land management. By modernizing the permit application, plan review, inspections, business license and other process we hope to improve efficiencies and create a better experience for employees as well as Village patrons (contractors and owner-builders).

Public Works directed the repaving of five (5) roadways (Anna Ln, Line Dr., Lillian Rd., Bermuda Rd., Woodhaven Dr.), coordinated office renovations in Planning, Building and Zoning, Utilities offices and Human Resources. Managed the buildout of the flex space on the north end of Village Hall, assisted in the relocation of IT network equipment, and the completion of the materials storage building. At fiscal yearend, Public Works had 4 active stormwater capital projects underway.

Our Information Technology department continues to make cybersecurity improvements coordinating continued cybersecurity training for all village staff and testing for any potential threats to our networks. They worked with both Planning Building and Zoning and the Police department with new software installations and coordinated training with our primary ERP applications.

The Parks and Recreation Department in fiscal year 2023 celebrated the Village's 65th birthday, this milestone was seamlessly integrated into the Village's vibrant Fall Festival, showcasing its rich heritage and community spirit. July marked a historic moment with its largest attended 4th of July event, featuring the longest fireworks show to date, captivating residents, and visitors alike. Additionally, the Village's commitment to fostering active lifestyles led to a groundbreaking partnership with Ultra Coed Sports, introducing an Adult Kickball league that brought together residents and neighboring communities.

Furthermore, the Village's dedication to enhancing outdoor experiences was evident with the installation of shade structures over picnic tables and fitness equipment at Foxtail Palm Park as part of a grant received from the Florida's Department of Environmental Protection Division of Land and Water Conservation. Moreover, we are proud to highlight the completion of the park-to-park connector project along Canal Rd, complemented by sidewalk improvements from Park Lane to Gulfstream Rd, ensuring safer and more accessible recreational opportunities for all. These achievements reflect the Village's unwavering

commitment to enriching community life and fostering a thriving, inclusive environment for all residents and visitors to enjoy.

The library this year updated the Teens area giving it a new look and feel giving it more of a vibrant and fun area for them. We have also opened our new Creation Station studio. This is a public studio for patrons to bring all their digital creative ideas to life. It's supplied with the latest, up-to-date technology and programs, patrons will be able to create, edit, design, record and much more. Patrons who are unfamiliar with technology can "Book-a-Librarian" to get a beginner's tutorial on any of the programs of their interest. The library also won for the fourth year in a row mid-size municipality Read for the Record award. We have also installed 4 free little libraries in our parks for residents to enjoy some reading, take a book out in exchange for another book.

Utilities completed chemical feed systems improvements at both Main and Pratt water treatment plants, relocated utilities on Florida Mango from Edgewater to Barbados, coordinated with FDOT to relocate water utilities at Forest Hill & Military, upgraded multiple lift station SCADA systems, constructed Main WTP equipment storage building, upgraded the MIEX regeneration system at Pratt WTP, replaced the sand loader system at Main WTP, rehabilitated well # 18 and upgraded the SCADA system at Main WTP. At the end of the fiscal year, they had 25 ongoing projects.

Awards

The GFOA awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village of Palm Springs, Florida, for its Annual Comprehensive Financial Report for the fiscal year ended September 30, 2022.

To be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized annual comprehensive financial report, the contents of which conform to program standards. Such reports must satisfy both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for one year only. The Village of Palm Springs, Florida, has received a Certificate of Achievement for the last thirty-five consecutive years (fiscal years ended 1988-2022). We believe our current report continues to conform to the Certificate of Achievement program requirements, and we are submitting it to GFOA.

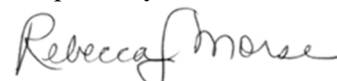
Acknowledgements

The Village is fortunate to be guided by leaders committed to making well informed decisions that will preserve the best of the "small town" feel and still work to enrich the quality of life for those who live, work, and play in our community. I am excited to see how we will meet the ever-changing needs of a growing community.

Finance has been able to encourage the Village to be fiscally conservative and equipped to meet those needs. I am blessed to lead a team of exceptional women that give their best every day and demonstrate their commitment to the Council, management and residents serving as stewards of our financial resources.

I want to recognize my staff, Assistant Finance Director, Mariana Ortega, and our accounting staff, Nataly Cintron, Pisurki Rodriguez, Mayra Ramirez and Sajia Ahmed for their personal and professional integrity, quality, accountability, excellence, and teamwork. Thank you!

Respectfully submitted,



Rebecca L. Morse, CGFO
Chief Financial Officer

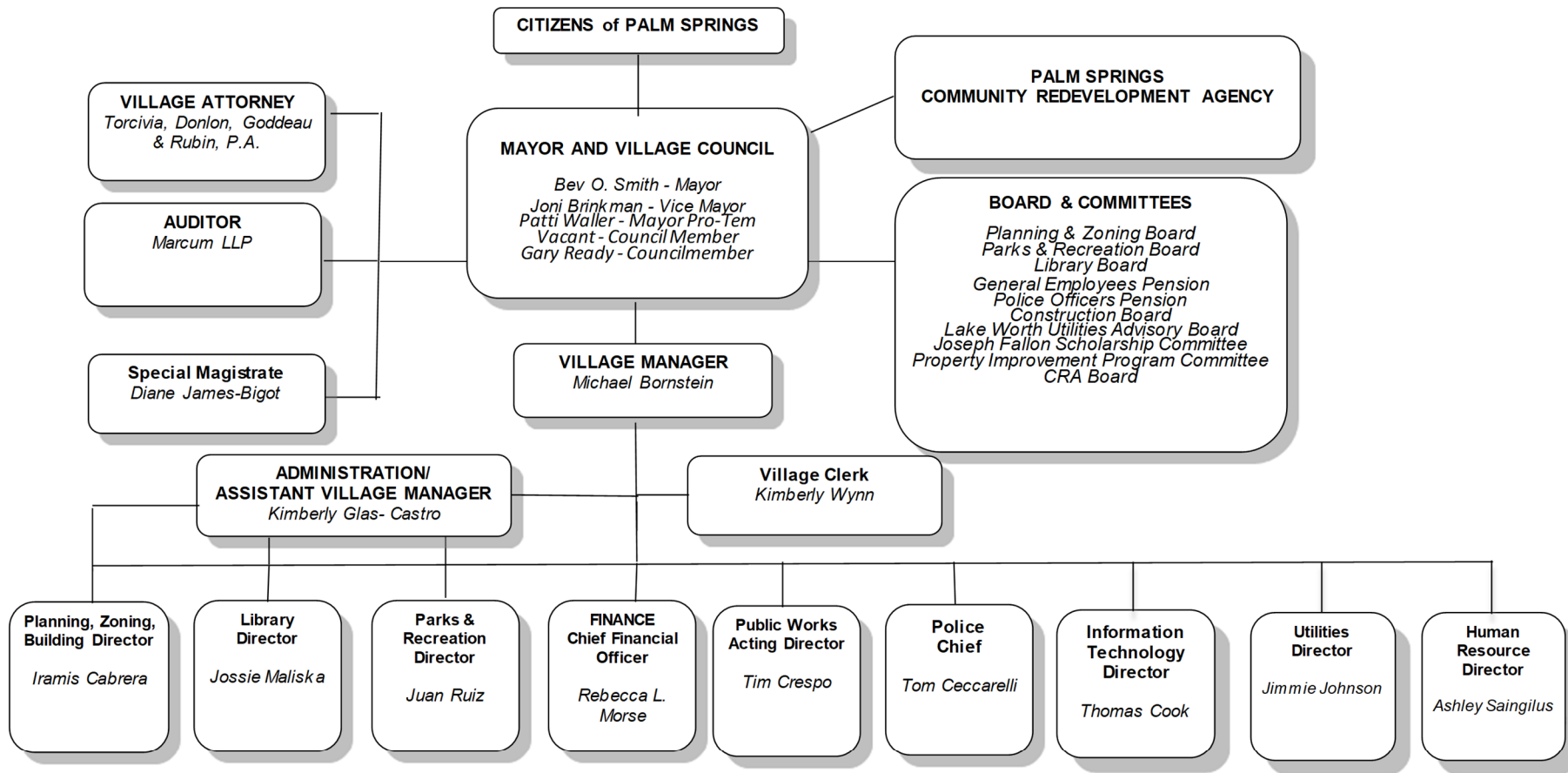
VILLAGE OF PALM SPRINGS, FLORIDA

LIST OF PRINCIPAL OFFICIALS

SEPTEMBER 30, 2023

Title	Name
Mayor	Bev O. Smith
Vice Mayor	Joni Brinkman
Mayor Pro-Tem	Patti Waller
Council Member	Vacant
Council Member	Gary Ready
Village Manager	Michael Bornstein
Assistant Village Manager	Kim Glas-Castro
Chief Financial Officer	Rebecca L. Morse
Public Services Director (Acting)	Tim Crespo
Public Safety Director	Tom Ceccarelli
Village Clerk	Kimberly Wynn
Information Technology Director	Thomas Cook
Library Director	Jossie Maliska
Parks & Recreation Director	Juan Ruiz
Planning, Zoning and Building Director	Iramis Cabrera
Village Attorney	Glen J. Torcivia
Human Resource Director	Ashley Saingilus
Utilities Director	Jimmie Johnson

VILLAGE OF PALM SPRINGS, FLORIDA
ORGANIZATIONAL CHART





Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Village of Palm Springs
Florida**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2022

Christopher P. Morill

Executive Director/CEO

FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor, Village Council and Village Manager
Village of Palm Springs, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Palm Springs, Florida (the "Village"), as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village, as of September 30, 2023, and the respective changes in financial position, and, where applicable, cash flows, thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Village and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control—related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 5 to 19, and the budgetary comparison schedules, the condition rating of the Village's street system, the schedules of changes in the net pension liability and related ratios for the general employees pension fund and police officer pension fund, the schedule of the Village contributions, the schedules of the Village's proportionate share of the net pension liability and schedules of the Village's contributions for the Florida retirement system pension plan and retiree health insurance subsidy program, the schedule of investment returns, and the schedule of changes in the total OPEB liability and related ratios on pages 96 to 115, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements. The combining fund financial statements and debt schedules, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining fund financial statements and debt schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory section and statistical section but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 27, 2024, on our consideration of the Village's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Village's internal control over financial reporting and compliance.

Marcum LLP

West Palm Beach, FL
March 27, 2024

**MANAGEMENT'S DISCUSSION AND ANALYSIS
(MD&A)**

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

As management of the Village of Palm Springs, we are presenting this discussion and analysis (MD&A) to provide a narrative overview and analysis of the financial activities of the Village for the fiscal year ended September 30, 2023. Please read it in conjunction with the accompanying transmittal letter beginning on page i and the accompanying basic financial statements.

FINANCIAL HIGHLIGHTS

- The Village's total net position on September 30, 2023, is \$130.1 million. Of this amount, \$58.2 million (unrestricted net position) may be used to meet the Village's ongoing obligations to residents and creditors.
- Governmental net position is \$42.9 million, an increase of \$6.0 million from 2022 operations.
- Business-type net position was \$87.2 million, an increase of \$6.4 million from 2022 operations.
- The total revenues from all sources were \$56.0 million, an increase of \$8.1 million.
- The total cost of all Village programs was \$43.6 million, an increase of \$7.1 million.
- For 2023, the Village's governmental funds revenues and other financing sources exceeded expenditures by \$7,737,815.
- Revenues and other financing sources in the General Fund exceeded total expenditures by \$6,743,950.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$11,997,706, or 53.6% of total General Fund expenditures.
- The Village's total noncurrent liabilities increased by \$638,816 during the current fiscal year. The Village governmental activities long term liabilities increased by \$1.1 million, and the business-type activities long term liabilities decreased by \$462,783. The note payables in both governmental and business-type activities decreased, however the increases in leases and the addition of subscription arrangements this year coupled with pension liabilities produced the net increase in governmental activities.
- The total other postemployment benefits ("OPEB") liability increased \$71,277 to \$884,891 at September 30, 2023.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of a series of financial statements including four components which are:

1. Government-wide financial statements which include the Statement of Net Position and the Statement of Activities. These statements provide information about the activities of the Village as a whole.
2. Fund financial statements tell how services were financed in the short term, as well as what remains for future spending. Fund financial statements also report the Village's operations in more detail than the government-wide statements by providing information about the Village's most significant funds.
3. Notes to the financial statements.
4. Other information.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

Government-wide Financial Statements

A frequently asked question regarding the Village's financial health is whether the year's activities contributed positively to the overall financial well-being. The Statement of Net Position and the Statement of Activities report information about the Village as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is like the accounting used by most private-sector companies. All the current year's revenues and expenses are considered, regardless of when cash is received or paid.

These two statements report the Village's net position and changes therein. Net Position is the result of assets plus deferred outflows of resources minus liabilities and deferred inflows of resources. Net Position is one way to measure the Village's financial health, or financial position. Over time, increases or decreases in net position is an indicator of whether financial health is improving or deteriorating. The Statement of Net Position and the Statement of Activities present information about the following:

- **Governmental activities** - All of the Village's basic services are governmental activities, including the Village Council, Village Manager, Village Clerk, Finance, Human Resources, Information Technology ("IT"), Planning, Zoning & Building, Police, Sanitation and Recycling, Public Works (road and street maintenance), Library and Parks and Recreation Services. The Village's general obligation debt is also included in the governmental activities. Effective October 1, 2020, the Village's Community Redevelopment Area ("CRA") and the new American Rescue Plan fund are included within the governmental activities.
- **Business-type activities/Enterprise Fund activities** - The Village charges a fee to customers to cover all the cost of the services provided. The Village's Water and Sewer Utility and Stormwater Utility are reported in this category.

Fund Financial Statements

The fund financial statements provide detailed information about the most significant funds - not the Village as a whole. Some funds are required to be established by State law. However, management establishes other funds, which aid in the management of money for particular purposes or meet legal responsibilities associated with the usage of certain taxes, grants, and other money. The Village's three kinds of funds, *governmental*, *proprietary*, and *fiduciary* use different accounting approaches as explained below.

- **Governmental funds** - Most of the Village's basic services are reported in the governmental funds. Governmental funds focus on how resources flow in and out, with the balances remaining at year-end that are available for spending. These funds are reported using an accounting method called the modified accrual accounting method, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the Village's general governmental operations and the basic services it provides. Governmental fund information shows whether there are more or fewer financial resources that can be spent in the near future to finance the Village's programs. The Village of Palm Springs has six individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund and the American Rescue Plan Fund. Data from the other four governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements on pages 116-117 of this report. The basic governmental fund financial statements can be found on pages 23-26 of this report.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

- **Proprietary funds** - The Village has two enterprise funds: the Water and Sewer Utility Fund and the Stormwater Utility Fund. The Water and Sewer Utility Fund and the Stormwater Utility Fund account for the operations of the water and wastewater utility and stormwater utility, respectively, and charge customers for the services it provides. Enterprise funds are reported on the full accrual basis of accounting in the same way that all activities are reported in the Statement of Net Position and the Statement of Activities. The basic proprietary fund financial statements can be found on pages 27-30 of this report.
- **Fiduciary funds** - Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the Village's own programs. The Village maintains two fiduciary funds: the General Employees' Pension Trust Fund and the Police Employees' Pension Trust Fund. The accounting used for fiduciary funds is much like that used for proprietary funds. The basic fiduciary fund financial statements can be found on pages 31-32 of this report. Individual fund data for each of the pension funds is provided in the form of combining statements on pages 119-120 of this report.

Notes to the Basic Financial Statements

The notes to the financial statements are provided to communicate additional information that is essential to obtaining a comprehensive understanding of the data contained in the government-wide and fund financial statements. The notes to the financial statements are located on pages 33-95 of this report.

Other Information

In addition to the basic financial statements and notes, this annual report also presents certain required supplementary information which includes budgetary comparison schedules for the General Fund and American Rescue Plan Fund together with notes pertaining to the budget schedules. The Village also presents information concerning the condition rating of its streets and progress in funding its obligation to provide pension and OPEB benefits to its employees in this section. Required supplementary information can be found on pages 96-115.

The combining fund financial statements of the nonmajor governmental funds and the combining fund financial statements of the fiduciary funds are presented on pages 116-120 of this report. Immediately following the combining fund financial statements, the Village includes schedules of long-term debt. These schedules detail the principal and interest payments due by issue and fiscal year through maturity. These schedules are located on pages 121-123 of this report.

The statistical section located on pages 124-153 of this report presents schedules providing details about the financial trends, revenue capacity, debt capacity, demographic, economic and operating information to assist the user in understanding the Village's financial statements and overall financial health.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Village, assets and deferred outflows exceeded liabilities and deferred inflows of resources by \$130.1 million, approximately \$12.4 million increase as compared to fiscal year 2022. The net position of the Village on September 30, 2023, and 2022 are summarized as follows:

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

Village of Palm Springs Net Position Summary

	Governmental Activities		Business-type Activities		Total Primary Government	
	2023	2022	2023	2022	2023	2022
Assets:						
Current and other assets	\$ 47,566,104	\$ 40,643,872	\$ 48,638,355	\$ 45,248,800	\$ 96,204,459	\$ 85,892,672
Net pension asset	603,841	--	486,913	--	1,090,754	--
Capital assets, net	20,252,487	19,402,140	50,951,617	48,375,768	71,204,104	67,777,908
Total assets	68,422,432	60,046,012	100,076,885	93,624,568	168,499,317	153,670,580
Deferred Outflows of Resources						
Deferred amount related to pensions	6,181,026	8,149,695	1,712,167	2,155,890	7,893,193	10,305,585
Deferred amount related to OPEB	265,412	273,221	110,954	113,996	376,366	387,217
Total Deferred Outflows of Resources	6,446,438	8,422,916	1,823,121	2,269,886	8,269,559	10,692,802
Liabilities:						
Long-term debt outstanding	18,914,286	17,812,687	11,549,983	12,012,766	30,464,269	29,825,453
Other liabilities	12,016,335	13,074,127	2,657,996	2,697,472	14,674,331	15,771,599
Total liabilities	30,930,621	30,886,814	14,207,979	14,710,238	45,138,600	45,597,052
Deferred Inflow of Resources						
Leases	291,904	51,283	--	--	291,904	51,283
Deferred amount on debt refunding	--	--	68,137	75,247	68,137	75,247
Deferred amounts related to pensions	595,885	473,530	397,463	239,620	993,348	713,150
Deferred amount related to OPEB	121,580	131,839	50,899	54,894	172,479	186,733
Total Deferred Inflows of Resources	1,009,369	656,652	516,499	369,761	1,525,868	1,026,413
Net Position:						
Net investment in capital assets	16,791,304	15,677,381	42,673,893	39,309,778	59,465,197	54,987,159
Restricted for net pension asset	603,841	--	486,913	--	1,090,754	--
Restricted for law enforcement	87,703	81,631	--	--	87,703	81,631
Restricted for debt service	265,655	252,673	--	--	265,655	252,673
Restricted for sales tax capital projects	9,843,285	7,809,275	--	--	9,843,285	7,809,275
Restricted for Lake Worth Rd CRA	255,105	39,383	--	--	255,105	39,383
Restricted for Congress Ave CRA	252,948	106,016	--	--	252,948	106,016
Restricted for American Rescue Plan Fund	584,672	51,281	--	--	584,672	51,281
Unrestricted	14,244,367	12,907,822	44,014,722	41,504,677	58,259,089	54,412,499
Total net position	\$ 42,928,880	\$ 36,925,462	\$ 87,175,528	\$ 80,814,455	\$ 130,104,408	\$ 117,739,917

The largest portion of the Village's net position (45.7%) reflects its investment in capital assets (land, buildings, machinery, equipment, leases and subscription arrangements), net of related debt and any deferred inflows/outflows used to acquire these assets. The Village uses these capital assets to provide services to citizens; therefore, these assets are not available for future spending. Although, the Village's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the Village's net position (\$12.4 million or 9.5%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position (\$58.3 million or 44.8%) may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the fiscal year, the Village has positive balances in all three categories of net position, both for the government as a whole, as well as for its separate governmental and business-type activities.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

Village of Palm Springs Summary of Changes in Net Position

	Governmental Activities		Business-type Activities		Total Primary Government	
	2023	2022	2023	2022	2023	2022
Revenues:						
Program revenues:						
Charges for services	\$ 5,392,061	\$ 4,972,670	\$ 24,465,623	\$ 22,855,180	\$ 29,857,684	\$ 27,827,850
Operating grants and contributions	269,052	249,495	--	47,500	269,052	296,995
Capital grants and contributions	1,307,776	1,464,514	1,695,706	349,074	3,003,482	1,813,588
General revenues:						
Property taxes	6,105,979	5,440,257	--	--	6,105,979	5,440,257
Utility service taxes	3,368,710	3,044,674	--	--	3,368,710	3,044,674
Franchise fees	2,083,730	1,831,837	--	--	2,083,730	1,831,837
Sales and use taxes	5,887,032	5,214,492	--	--	5,887,032	5,214,492
Business taxes	402,306	419,767	--	--	402,306	419,767
Intergovernmental, unrestricted	1,567,812	1,327,514	--	--	1,567,812	1,327,514
Investment income	1,721,284	172,511	1,304,378	160,538	3,025,662	333,049
Impact fees	260,622	109,732	--	--	260,622	109,732
Miscellaneous	122,811	190,404	40,559	58,371	163,370	248,775
Total revenues	28,489,175	24,437,867	27,506,266	23,470,663	55,995,441	47,908,530
Expenses:						
Program expenses:						
General government	4,136,272	3,677,147	--	--	4,136,272	3,677,147
Public Safety	13,121,283	10,186,285	--	--	13,121,283	10,186,285
Sanitation and Recycling (Physical environment)	1,586,290	1,456,330	--	--	1,586,290	1,456,330
Transportation	2,853,355	2,414,448	--	--	2,853,355	2,414,448
Economic Environment	221,748	343,657	--	--	221,748	343,657
Culture/Recreation	2,561,413	2,165,153	--	--	2,561,413	2,165,153
Interest on long-term debt	102,292	121,693	--	--	102,292	121,693
Water and Sewer Utility	--	--	18,947,014	16,155,764	18,947,014	16,155,764
Stormwater Utility	--	--	101,283	1,092	101,283	1,092
Total Expenses	24,582,653	20,364,713	19,048,297	16,156,856	43,630,950	36,521,569
Change in net position before transfers	3,906,522	4,073,154	8,457,969	7,313,807	12,364,491	11,386,961
Transfers	2,096,896	2,000,415	(2,096,896)	(2,000,415)	--	--
Increase in net position	6,003,418	6,073,569	6,361,073	5,313,392	12,364,491	11,386,961
Net Position - October 1	36,925,462	30,851,893	80,814,455	75,501,063	117,739,917	106,352,956
Net Position - September 30	\$ 42,928,880	\$ 36,925,462	\$ 87,175,528	\$ 80,814,455	\$ 130,104,408	\$ 117,739,917

Governmental Activities

Revenues: Governmental activities increased the Village's net position by \$6,003,418. Charges for Services contributed an increase of \$419,391 over fiscal year 2022. The largest increase (\$394,357) is from Physical Environment generated by a rate increase implemented to cover increased fees charged by the Village's contractual waste hauler.

Operating grants and contributions increased \$19,557 compared to 2022; this reflects increases in Public Safety revenue from Palm Beach County in support of emergency call takers and increased fees collected from police officers participating in the take home vehicle program. Physical Environment saw a decrease of \$16,391 as shared revenues generated by recycling with the Solid Waste Authority has dried up as the cost of processing the recycled materials increases. There were small increases in general government from donations from our health care provider to promote healthy living incentives to Village employees and Culture Recreation received increased grant revenues for technology and stem grants.

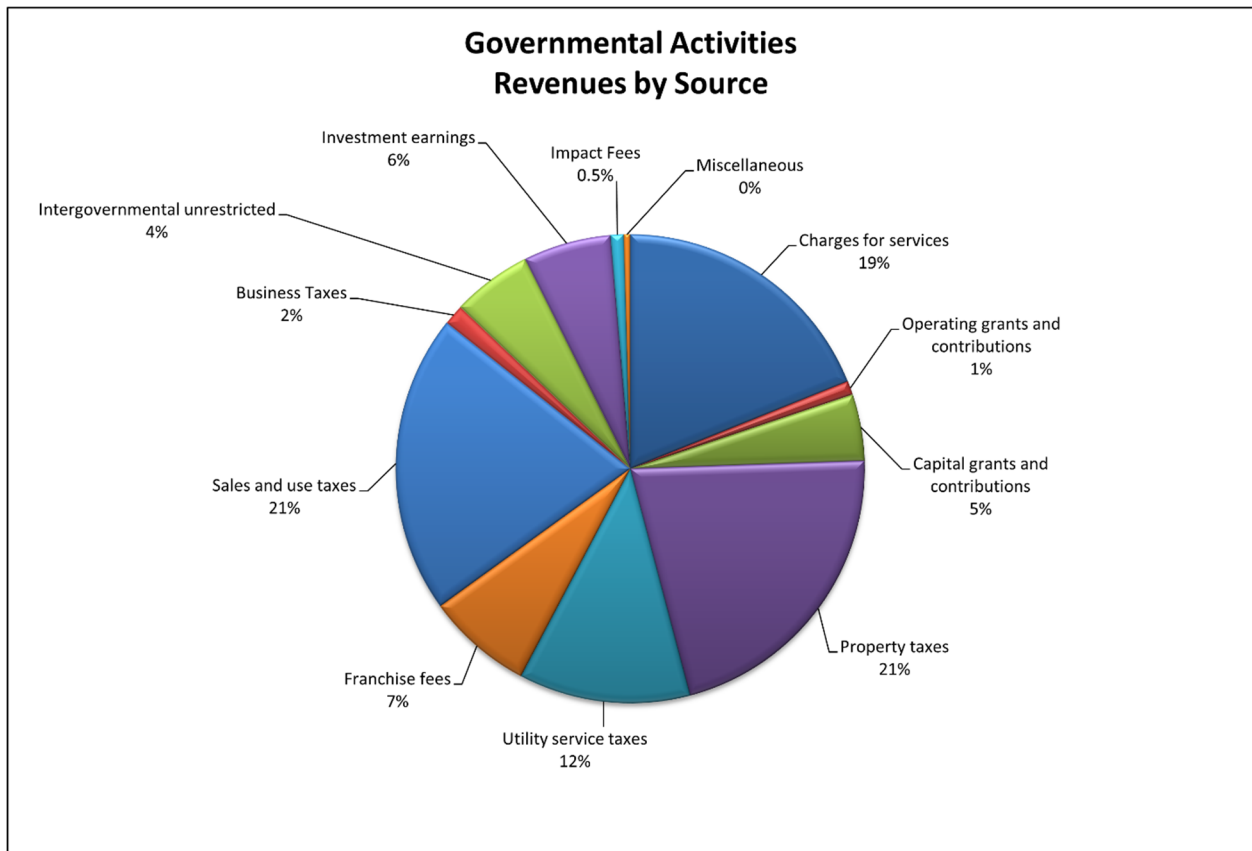
VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

Capital grants and contributions totaled \$1,307,776 in fiscal year 2023, a decrease of \$156,738 compared to fiscal year 2022. This reflects a net increase of \$88,244 in Economic Environment with funding for the CRA in the third year of operation and a decrease in Public Safety of \$47,057 as grants received in 2022 were not received in this year, also there was a decrease of \$201,029 in Culture/Recreation primarily due to the grant received in 2021 from the National Land Conservation for our Lakewood Garden Park enhancements that was not received in 2023.

Property taxes increased by \$665,772 or 12.20% over fiscal year 2022, the Village's taxable value increased by \$193,203,404 or 13% over fiscal year 2022. Other taxes (utility, franchise, sales and use and business taxes) increased \$1,231,008 or 11.7% this growth reflects the continued economic recovery post-COVID.

The Village's governmental activities revenues by source are summarized as follows:



Ad valorem taxes represent 21% of total governmental activity revenues this fiscal year, which is 1% less than fiscal year 2022, utility service taxes franchise fees, charges for services, miscellaneous revenues and capital grants are all down 1% this year compared to fiscal year 2022 while investment earnings grew by 5% this year with the increased interest rate market All other sources remained the same as fiscal year 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

Expenses: The Village's programs include General Government, Public Safety, Sanitation and Recycling, Transportation, Economic Environment and Culture/Recreation. General Government includes the legislative, executive, financial, information technology, and other general operations of the Village. Public Safety includes police, and planning, zoning, building, licensing, and code enforcement operations. Transportation includes our street maintenance and public works operations. Economic Environment represents the operations of our Community Redevelopment Agency (CRA) and the American Rescue Plan fund. Culture/Recreation includes our library, parks and recreation and special events.

General Government expenses increased \$459,125 this year including election related expenses, a consultant engaged to conduct a Village wide survey to establish a baseline of resident interests, concerns, and desires. Also, this year the village increased funding for a management team consultant to continue work on the visioning process and team development, we also offered on site education through the local state college training for our employees to learn Spanish and for English as a second language to primary Spanish speaking employees. These new programs combined with increases in personnel and insurance increase generated the increases over fiscal year 2022.

Public Safety expenses increased \$2,934,998. Planning, Zoning and Building experienced an increase in contractual services for plan review, and GIS services as well as building official services, these were related to increased development activities Police expenses increased in personnel costs with increased staffing, overtime, pension, and insurance. Operating costs increased for fuel, repairs, electricity, insurance, and supplies.

Physical Environment expenses increased \$129,960 due to a rate increase in the mid-year rate increase from the contract renewal with our waste hauler.

Transportation expenses increased \$438,907 for fiscal year 2023 compared to fiscal year 2022, this reflects the increased staffing, insurance, and pension costs as well as electricity, fuel, repair costs and operating supply increases.

Economic Environment decreased \$121,909 reflecting the activity in the CRA in its third year of operation. This decrease is net an increase with the additional of one code enforcement officer to service the CRA districts less a significant decline in contractual services compared to last year which included payments related to the Lake Worth Road Drainage Improvements in cooperation with the State of Florida.

Culture and recreation increased \$396,260 for fiscal year 2023 compared to fiscal year 2022, as with Public Safety, and Transportation the increase is primarily due to personnel costs including increased staffing, pension, and insurance. Operating costs for supplies, repairs, electricity, and increased costs of special events.

Below is a schedule presenting the net cost of each program (total cost, less revenues generated by the activities). The net cost shows the extent to which the Village's general revenues support each of the Village's programs.

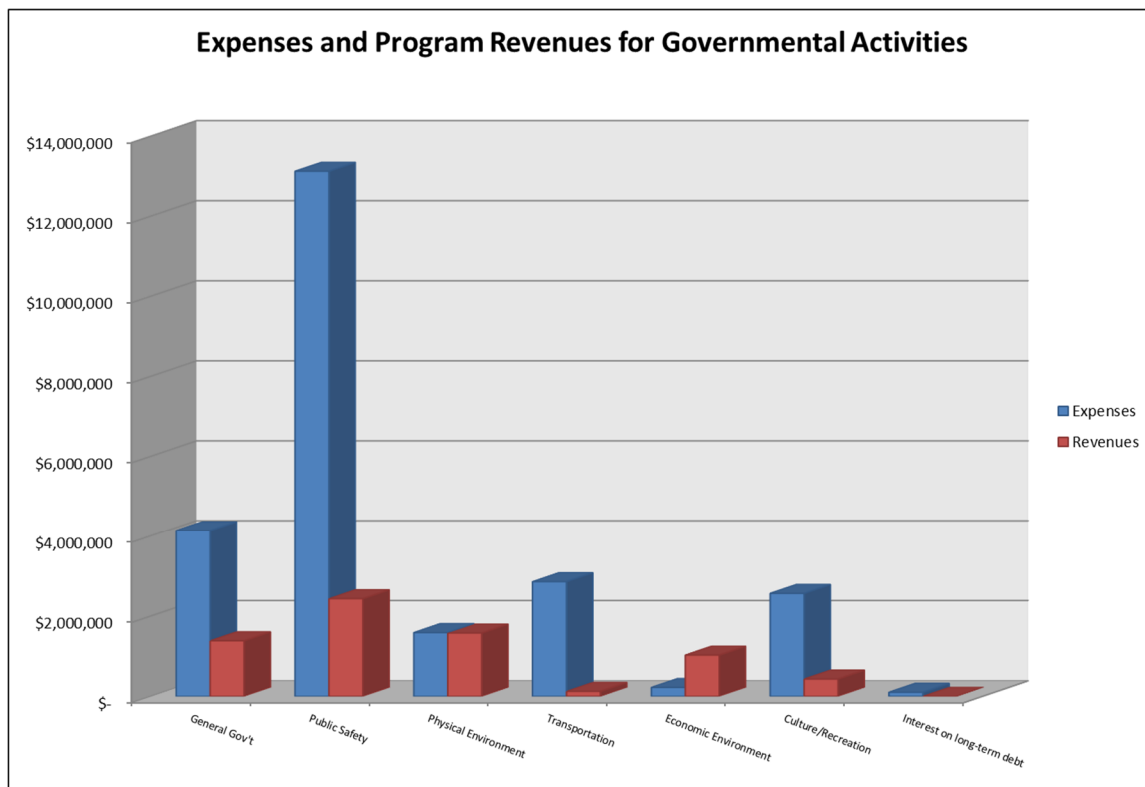
VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

Village of Palm Springs Governmental Activities Net Cost of Services

	Total Cost of Services		Program Revenues		Net Cost of Services	
	2023	2022	2023	2022	2023	2022
General Government	\$ 4,136,272	\$ 3,677,147	\$ (1,382,522)	\$ (1,210,816)	\$ 2,753,750	\$ 2,466,331
Public Safety	13,121,283	10,186,285	(2,430,007)	(2,572,168)	10,691,276	7,614,117
Physical Environment	1,586,290	1,456,330	(1,574,780)	(1,196,814)	11,510	259,516
Transportation	2,853,355	2,414,448	(125,120)	(121,476)	2,728,235	2,292,972
Culture/Recreation	2,561,413	2,165,153	(430,765)	(647,954)	2,130,648	1,517,199
Economic Environment	221,748	343,657	(1,025,695)	(937,451)	(803,947)	--
Interest on long-term debt	102,292	121,693	--	--	102,292	121,693
Totals	\$ 24,582,653	\$ 20,364,713	\$ (6,968,889)	\$ (6,686,679)	\$ 17,613,764	\$ 14,271,828

The total cost of all governmental activities this year was \$24.6 million, representing an increase of \$4,217,940 or 20.7%. The schedule above shows that \$7 million of the cost of services was paid by those who directly benefited from the programs and \$17.6 million was financed through general revenues.



Business-type Activities

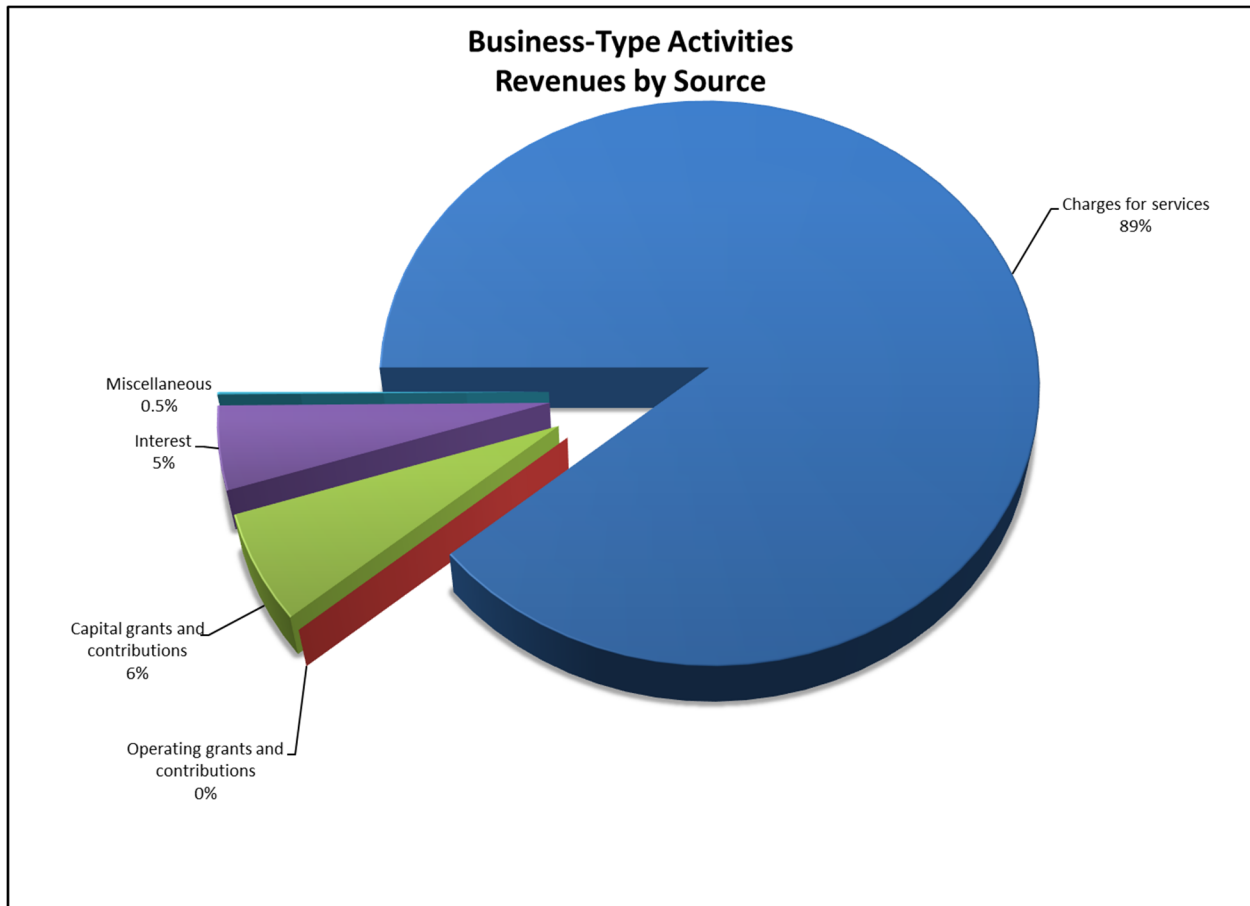
The net position of the proprietary funds (Water and Sewer Utility and Stormwater Utility) on September 30, 2023, was \$87.2 million. The cost of providing proprietary (business-type) activities this year was \$19.0 million, as shown in the Statement of Activities, this is an increase of \$2,891,441 compared to fiscal year 2022, this reflects the significant impact of GASB Statement No. 68 pension related expenses, increased wastewater treatment and disposal charges, coupled with increased staffing, insurance, and pension costs as well as electricity, fuel, repair costs and operating supply increases.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

The Village Stormwater Utility was established in 2017 and ended the current year with a net position of \$4.0 million or \$1,041,462 over the fiscal year 2022. This increase reflects the stormwater fees collected via non-ad valorem assessment of \$524,325, interest earnings of \$37,626 and \$580,794 in funding from the American Rescue Plan for Stormwater Projects, less a small increased personnel costs with the addition of a Stormwater Coordinator.

Net position increased by \$6,361,073 for the two enterprise funds combined. The following graph shows the source of revenues for the Water and Sewer Utility and Stormwater Utility for the current fiscal year. Revenues derived from charges for services increased by \$1,610,443 or 7%, which reflects the increase in water and sewer rates implemented in November for services used in October and increased demand with new developments. Operating Grants decreased by \$47,500 as the Village received a grant in fiscal year 2022 for a septic to sewer study that did not continue this fiscal year. Capital Grants and Contributions significantly increased by \$1,346,632 from capital contribution fees from new construction. Interest income increased \$1,143,840 as interest rates increased.



VILLAGE OF PALM SPRINGS, FLORIDA
MANAGEMENT AND DISCUSSION AND ANALYSIS

FINANCIAL ANALYSIS OF THE VILLAGE'S FUNDS

The Village uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental Funds

The governmental funds report on the same functions as the governmental activities in the government-wide statements but the focus of the governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources available at fiscal year-end. This information is useful in evaluating the Village's financing requirements. The unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the Village's governmental funds reported combined ending fund balances of \$35,273,004, an increase of \$7,737,815, in comparison with the prior year. Revenues increased \$4,079,088. Tax revenue increased \$1,349,591 or 12.5%, the taxable value increased by 13% and utility taxes increased as the Village is experiencing new growth with recovery from the COVID decline. Permits and fees increased \$60,305 representing a decline in building permit fees from the prior year that included significant fees from a large development with growth this year in smaller developments and redevelopment of existing properties which is reflected in the increase including \$295,045 in impact fees. Intergovernmental revenues increased \$660,549, or 8.1%. State Revenue Sharing and Half-Cent Sales Tax contributed \$564,095 and One-Cent Sales Tax increased \$319,762. Grant revenues decreased \$209,989 compared to last fiscal year as the Village did not receive any funding from National Land Conservation or from the Solid Waste Authority (SWA) for a beautification grant. Charges for services increased by \$417,386 primarily due to the rate increase for garbage collection and disposal fees needed to cover the increase the Village incurred from the contractual rate increase from our waste hauler, we also saw increased participation in our village camp and leisure activity programs.

In fiscal year 2023 expenditures for the governmental funds increased by \$2,027,505 compared to fiscal year 2022. General Government expenditures increased \$225,875 or 6.1%, this included election related expenses, a consultant engaged to conduct a Village wide survey to establish a baseline of resident interests, concerns, and desires. Also, this year the village increased funding for a management team consultant to continue work on the visioning process and team development, we also offered on site education through the local state college training for our employees to learn Spanish and for English as a second language for our primary Spanish speaking employees and increased personnel costs.

Public Safety increased by \$883,239 or 8.4%, Planning, Zoning and Building increased \$172,099 due to increased contractual services for plan reviews, building inspectors and GIS services. Police expenditures increased \$711,140 or 7.4% of which \$619,330 for salary and related benefits, the remaining increases were in contractual services and operating costs including uniforms and education.

Physical Environment costs increased \$129,960 which reflects the mid-year rate increase from the contract renewal with our waste hauler.

Expenditures for Transportation increased \$633,888 compared to fiscal year 2022, personnel and benefit costs increased \$164,160, operating expenditures contributed \$129,342 to this increase including increases in contractual services, electricity and repair and maintenance. Capital outlay increased \$339,728 which included the completion of a material storage building, and design work on three projects including the intersection of Greenbrier and Davis as well as designs for a new entranceway at Greenbrier and Congress.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

Culture/Recreation experienced an increase of \$295,648. Library expenditures increased \$38,772 with increased personnel expenses and increased library material purchases. Parks and Recreation including special events increased \$256,876 of this \$41,561 represents increased personnel and benefit increases, \$137,007 represents increases in operating expenses including professional fees for development of a new Parks and Recreation Master Plan, increased contractual services and operating supplies for expanded and enhanced special event activities, capital outlay increased \$78,308 with improvements to the offices, playground, and outdoor fitness equipment.

The governmental funds had a total fund balance of \$35,273,004 comprised of non-spendable fund balance of \$96,319 for inventory; restricted fund balances of \$11,289,368 (\$87,703 for law enforcement, \$265,655 for debt service, \$9,843,285 for infrastructure capital projects financed by the one-cent sales tax, \$508,053 for the CRA and \$584,672 for the American Rescue Plan); assigned fund balances of \$3,000,000 for disaster recovery; \$7,000,000 assigned for future capital projects and, \$1,889,611 for the 2023/2024 budget. The balance of \$11,997,706 is unassigned.

The primary operating fund for the Village is the General Fund. At the end of the current fiscal year, in accordance with GASB Statement No. 54 the unassigned fund balance of the General Fund was \$11,997,706, while the total fund balance was \$33,826,921. The unassigned fund balance in General Fund represents 31.3% of the fiscal year 2024 budgeted expenditures. The Village is anticipating rising costs of capital projects as inflation has impacted all supplies and related services. The parks and recreation master plan has presented new ideas and opportunities to develop facilities to meet the evolving interests of our community. The Village is also evaluating the best solution to the expansion needs of our police department. The unassigned fund balance at fiscal year-end 2022 represented 42.7% of the 2023 final budget. The Village's target balance range for unassigned fund balance is 20-25%.

Proprietary Funds

The Village has two proprietary funds, which are both enterprise funds. Enterprise funds present the same functions presented as business-type activities in the government-wide financial statements, but in more detail. The Village of Palm Springs uses an enterprise fund to account for its Water and Sewer Utility operations and its Stormwater Utility operations.

Unrestricted net position for the Water and Sewer Enterprise Fund was \$42.1 million at fiscal year-end, an increase of \$2,062,303 compared to the prior fiscal year. Charges for services revenues increased \$1,615,453 or 7.2% due primarily to the rate increase effective for services provided in October billed in November and increased demand from new developments.

Revenues from capital contributions increased \$1,346,632 as development and redevelopment is rebounding post-covid. Operating expenses increased \$1,980,723 primarily due to the significant impact of GASB Statement No. 68 pension related expenses, increased wastewater treatment and disposal charges, coupled with increased staffing, insurance, and pension costs as well as electricity, fuel, repair costs and operating supply increases. Total net position for the Water and Sewer Enterprise Fund was \$83.1 million at fiscal year-end, an increase of \$5,319,611 from the prior fiscal year. The increase in net position from operations was \$6,072,174 (operating income).

The Stormwater Utility, now in its sixth year of operations, had operating revenues of \$524,325 and operating expenses of \$101,283 for 2023. The Stormwater Utility net position increased by \$1,041,462 and ended the fiscal year at \$3,983,148.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

GENERAL FUND BUDGETARY HIGHLIGHTS

The original budget of \$32,758,044 remained the same for the fiscal year.

General Fund expenditures were \$10,164,766 less than the budget for fiscal year 2023. General government departments in total expended \$731,803 less than budgeted due to staff vacancies, and unexpended capital outlay, including some software projects that did not move forward and a few projects came in less than anticipated. Public Safety (Police department and the Planning, Zoning and Building Department) expended \$7,422,055 less than expected due to staff vacancies and unexpended capital outlay. In the police department we budgeted \$6,000,000 for the building expansion and only expended \$393,235 in architect fees and construction manager at risk fees. In planning, zoning, and building we budgeted \$88,500 for new permitting software and only expended \$80,500 as the project was not completed by fiscal year end. Physical environment expenditures were \$1,065 less than expected as the increase from our private hauler came in slightly less than anticipated. Expenditures in Transportation were \$764,062 less than anticipated with savings in personnel due to vacancies, operating costs from the planned traffic calming study that was not done and unexpended capital outlay for vehicles that were budgeted but the vendors could not deliver. Culture and Recreation expenditures were \$1,245,781 less than anticipated primarily due to capital projects budgeted in parks and recreation for renovation of the splash pad, and additional park improvements that did not progress as expected by fiscal year end and others that were intentionally put on hold waiting to see the results from the parks and recreation master plan study to determine the needs and wants of our community and better direct these resources.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets: The Village of Palm Springs' investment in capital assets for its governmental and business-type activities as of September 30, 2023, amounts to \$71,204,105 (net of accumulated depreciation/amortization). This investment in capital assets includes land, buildings, improvements, machinery and equipment, library books, software, roads, sidewalks, bridges, drainage, intangible assets, leases (right-of-use assets) and new this year, subscription arrangements in compliance with GASB Statement No. 96. The governmental activities investment in capital assets, net of accumulated depreciation/amortization increased by \$850,347 or 4.4% compared to fiscal year 2022. The net change includes an increase in assets of \$2,196,441 less an increase of \$1,346,094 in accumulated depreciation/amortization.

Buildings increased \$598,896 for improvements to the north end of Village Hall adding offices to the previous open flex space area, added a studio for creative arts within the library and built a material storage building for public works on the main water treatment plant property.

Improvements other than buildings increased \$108,358 including park shade structures and equipment at Foxtail Palm Park, a new electrical panel and hurricane shutters at the library and additional flooring improvements at the Library and Village Hall offices.

Machinery and equipment increased \$568,317 including new audio/visual equipment in the Council Chambers, additional access control for the new offices in the built-out flex area, the police department purchased 3 police cars, 5 police SUV's, 1 transit van, upgraded access control for the police, new server, new camera surveillance equipment, video equipment for training and a new water heater. We added new air conditioning units to cool our IT and communication equipment rooms, purchased a new server and a new air conditioning unit for the library. Parks and Recreation purchased a new utility vehicle, a new Cushman hauler pro, added access control for the LAB (leisure activities building), replaced the air conditioner at the LAB and acquired the new outdoor warning system for lightning alerts.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

The Village recorded right-of-use assets – leases worth \$64,463 this includes primarily copiers leased throughout the Village and a postal machine. This is an increase of \$28,872 with multiple new copiers added. This category is generated by applying the GASB Statement No. 87 requirements.

This year the Village recorded subscription arrangements worth \$117,961. This includes software provided as a subscription service. This category is generated by applying the GASB Statement No. 96 requirements.

Construction in progress increased \$735,858 including buildings, intersection and entranceway improvements, park improvements and software system implementations that were all in progress at fiscal year-end. A total of 8 projects were in progress at fiscal yearend.

The Village uses the modified approach for infrastructure reporting of its street system. The Village’s policy is to maintain at least 80% of its street system in *good* or *better* condition using the Asphalt Pavement Rating categories of the Asphalt Institute. The rating completed through the most recent year continues to meet or exceed Village policy. For 2023 the estimated maintenance costs were \$290,000 and the actual were \$162,648. More information on the Village’s Street System and condition rating can be found on page 103 of this report.

Business-type activities investment in capital assets increased by \$2,575,850 or 5.3% over fiscal year 2022. Assets increased by \$2,292,382 net a decrease in accumulated depreciation/amortization of \$283,468. Construction in progress increased in the Water and Sewer Enterprise fund by \$573,888 representing 18 projects underway at the end of fiscal year 2023. The Stormwater Enterprise fund had a decrease of \$164,214 in construction in progress at fiscal yearend representing 4 projects.

Additional detailed information regarding capital assets can be found in Note 4. Capital assets on September 30, 2023, and 2022 are summarized as follows:

Village of Palm Springs Capital Assets Net of Depreciation/Amortization						
	Governmental Activities		Business-type Activities		Total Primary Government	
	2023	2022	2023	2022	2023	2022
Land	\$ 729,641	\$ 729,641	\$ 379,987	\$ 379,987	\$ 1,109,628	\$ 1,109,628
Buildings	10,231,489	9,632,593	3,803,870	3,583,031	14,035,359	13,215,624
Improvements other than buildings	5,898,503	5,790,145	93,367,026	93,131,820	99,265,529	98,921,965
Machinery & Equipment	8,159,304	7,590,987	7,635,050	6,256,787	15,794,354	13,847,774
Software & Library Materials	719,512	681,333	34,188	34,188	753,700	715,521
Leases (Right-of-use assets)	64,463	35,591	18,168	10,827	82,631	46,418
Subscription arrangements	117,961	--	41,059	--	159,020	--
Infrastructure	5,532,268	5,532,268	940,646	940,646	6,472,914	6,472,914
Intangible Assets	--	--	7,174,063	7,174,063	7,174,063	7,174,063
Construction in Progress	2,641,620	1,905,762	5,956,433	5,546,759	8,598,053	7,452,521
Total Assets	34,094,761	31,898,320	119,350,490	117,058,108	153,445,251	148,956,428
Less Accumulated Depreciation/Amortization	(13,842,274)	(12,496,180)	(68,398,872)	(68,682,340)	(82,241,146)	(81,178,520)
Total	\$ 20,252,487	\$ 19,402,140	\$ 50,951,618	\$ 48,375,768	\$ 71,204,105	\$ 67,777,908

Debt: At fiscal year end, the Village had a total long-term debt outstanding of \$12,815,380 (excluding other postemployment benefits of \$884,891 and net pension liability of \$16,763,998), a decrease of \$810,664, or 5.9% as compared to fiscal year 2022. Detailed information on the Village’s long-term liabilities is presented in Notes 6, 9, and 10 to the financial statements. Long-term liabilities on September 30, 2023, and 2022 are summarized as follows:

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

Village of Palm Springs Long-Term Liabilities

	Governmental Activities		Business-type Activities		Total Primary Government	
	2023	2022	2023	2022	2023	2022
General Obligation Bank Note	\$ 3,126,922	\$ 3,454,987	\$ --	\$ --	\$ 3,126,922	\$ 3,454,987
Note Payable	--	--	8,126,564	8,817,652	8,126,564	8,817,652
Compensated Absences	914,271	835,954	301,142	246,508	1,215,413	1,082,462
Financing lease (direct borrowing)	180,746	238,363	-	--	180,746	238,363
Leases (Right-of-use assets)	43,883	25,564	11,423	7,016	55,306	32,580
Subscription arrangements	94,529	--	15,900	--	110,429	--
Other postemployment benefits	615,679	564,384	269,212	249,230	884,891	813,614
Net Pension Liability	13,938,256	12,693,435	2,825,742	2,692,360	16,763,998	15,385,795
Total	\$ 18,914,286	\$ 17,812,687	\$ 11,549,983	\$ 12,012,766	\$ 30,464,269	\$ 29,825,453

The water and sewer 2003 revenue bonds were refinanced in April 2013 with a 20-year bank loan that also provided additional funds of \$5 million for expansion of our wastewater lines. The interest rates on the 2003 revenue bonds ranged from 4.5% to 5.25% compared to the 2013 bank loan interest rate of 2.905%. Additional information on the Village's noncurrent liabilities can be found in Note 5, beginning on page 60 of this report.

In accordance with GASB Statement No. 68 the Village reported a net pension liability of \$16,763,998 of which \$13,938,256 is related to governmental activities and \$2,825,742 is for business-type activities. For additional information on the Village's pension plans see Note 9, beginning on page 68 of this report.

The liability for OPEB increased \$71,277 in 2023 to a total of \$884,891 and represents the implicit rate subsidy in retiree health insurance rates. The increase reflects the latest actuarial valuation dated October 1, 2022, performed in accordance with GASB Statement No. 75. Additional information on other postemployment benefits can be found in Note 10, beginning on page 89 of this report.

NEXT YEAR'S BUDGET AND ECONOMIC FACTORS

The Village's assessed taxable value increased for the tenth consecutive year since the fiscal year 2008 recession. This fiscal year our taxable value increased \$193,203,404 or 13% over fiscal year 2022 for a total assessed value of \$1,678,378,924. We expect this trend to continue as the real estate and construction industry is recovering post-COVID, although the increase in interest rates may slow down real estate sales. Now that the Village has an operating CRA the property taxes generated in the two defined districts (Congress Avenue and Lake Worth Road) will not be available to the General Fund. This fiscal year that impact was \$213,385, an increase of \$125,491 over 2022 and as the CRA grows so will the impact to the General Fund.

The Village Council maintained the 2022 operating millage rate of 3.50 mills for 2023 and lowered the debt service millage rate by 11.6% to .2639. The Village Council maintained the operating millage rate of 3.50 mills for 2024 and lowered the debt service millage rate by 12.1% to .2319. Property tax collections increased \$665,722 or 12.2% over fiscal year 2022, while the taxable value increased 13%.

Ad valorem taxes represent 21% of total governmental activity revenues this fiscal year, which is 1% less than fiscal year 2022, capital grants, charges for services, miscellaneous revenues, franchise fees and utility service taxes all decreased 1% compared to fiscal year 2022, while investment earnings increased by 5% as the Village maximized the increasing interest rate environment. All other sources remained the same as fiscal year 2022.

The Village was awarded \$12,629,526 in American Rescue Plan funds. During this fiscal year the Village expended \$812,310 towards 4 stormwater improvements, IT infrastructure to improve connectivity between village facilities, 3 projects within the two CRA districts to help promote growth in those areas and attract re-development and air filtration improvements in 3 Village buildings.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

Effective October 1, 2009 (fiscal year 2010) the Village transferred fire rescue services to Palm Beach County Fire Rescue. Palm Beach County Fire Rescue MSTU (municipal services taxing unit) now taxes Village property owners \$3.4581 mills per \$1,000 of taxable value. This millage rate is deducted from the Village's legal millage rate limit of 10 mills, limiting our millage rate to \$6.5419.

The General Fund's unassigned fund balance of \$11,997,706 on September 30, 2023, represents 31.3% of the 2024 adopted budget of \$38,359,824, which is slightly above our target range of 20-25%. The Village is anticipating rising costs of capital projects as inflation has impacted all supplies and related services. The parks and recreation master plan has presented new ideas and opportunities to develop facilities to meet the evolving interests of our community. The Village is also evaluating the best solution to the expansion needs of our police department.

The Village Council has prudently assigned \$3.0 million dollars of the General Fund's fund balance for disaster recovery and \$7.0 million for future capital needs.

CONTACTING THE VILLAGE'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the Village's finances and to show the Village's accountability for the money it receives. If you have questions about this report or need additional information, please contact:

**Village of Palm Springs
Finance Department
226 Cypress Lane
Palm Springs, FL 33461
561-584-8200 x 8440
www.vpsfl.org**

BASIC FINANCIAL STATEMENTS

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

	Governmental Activities	Business-type Activities	Total
Assets			
Cash and cash equivalents	\$ 34,120,289	\$ 44,337,446	\$ 78,457,735
Cash and cash equivalents - restricted	11,552,591	--	11,552,591
Receivables:			
Accounts, net of allowance	103,648	3,542,448	3,646,096
Utility taxes	277,763	--	277,763
Franchise fees	336,713	--	336,713
Intergovernmental	557,583	--	557,583
Grants	223,745	--	223,745
Leases receivable	297,453	--	297,453
Inventory	96,319	758,461	854,780
Net pension asset	603,841	486,913	1,090,754
Capital assets:			
Capital assets, not being depreciated	8,903,529	7,277,065	16,180,594
Capital assets being depreciated/amortized	25,191,232	112,073,425	137,264,657
Accumulated depreciation/amortization	(13,842,274)	(68,398,873)	(82,241,147)
Total Assets	68,422,432	100,076,885	168,499,317
Deferred Outflows of Resources			
Deferred amount related to pensions	6,181,026	1,712,167	7,893,193
Deferred amount related to OPEB	265,412	110,954	376,366
Total Deferred Outflows of Resources	6,446,438	1,823,121	8,269,559
Liabilities			
Accounts payable and accrued liabilities	631,490	752,458	1,383,948
Contract retainage payable	15,103	55,700	70,803
Beginning of Year	15,139	98,357	113,496
Deposits	97,764	1,751,481	1,849,245
Unearned revenue	11,256,839	--	11,256,839
Noncurrent liabilities			
Due within one year:			
Notes payable	335,952	711,308	1,047,260
Compensated absences	96,178	17,917	114,095
Financing lease	58,913	--	58,913
Leases (right-of-use asset)	16,502	4,154	20,656
Subscription arrangements	35,874	15,900	51,774
Due in more than one year:			
Notes payable	2,790,970	7,415,256	10,206,226
Compensated absences	818,093	283,225	1,101,318
Financing lease	121,833	--	121,833
Leases (right-of-use asset)	27,381	7,269	34,650
Subscription arrangements	58,655	--	58,655
Total OPEB liability	615,679	269,212	884,891
Net pension liability	13,938,256	2,825,742	16,763,998
Total Liabilities	30,930,621	14,207,979	45,138,600
Deferred Inflows of Resources			
Leases	291,904	--	291,904
Deferred amount related to debt refunding	--	68,137	68,137
Deferred amount related to pensions	595,885	397,463	993,348
Deferred amount related to OPEB	121,580	50,899	172,479
Total Deferred Inflows of Resources	1,009,369	516,499	1,525,868
Net Position			
Net investment in capital assets	16,791,304	42,673,893	59,465,197
Restricted for:			
Net pension asset	603,841	486,913	1,090,754
Law enforcement	87,703	--	87,703
Debt service	265,655	--	265,655
Sales tax capital projects	9,843,285	--	9,843,285
Lake Worth Road CRA	255,105	--	255,105
Congress Ave CRA	252,948	--	252,948
American Rescue Plan Fund	584,672	--	584,672
Unrestricted	14,244,367	44,014,722	58,259,089
Total Net Position	\$ 42,928,880	\$ 87,175,528	\$ 130,104,408

The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Governmental Activities				
General government	\$ 4,136,272	\$ 1,302,773	\$ 49,001	\$ 30,748
Public safety	13,121,283	2,347,921	82,086	--
Physical environment	1,586,290	1,574,780	--	--
Transportation	2,853,355	--	125,120	--
Culture/recreation	2,561,413	166,587	12,845	251,333
Economic environment	221,748	--	--	1,025,695
Interest on long-term debt	102,292	--	--	--
Total Governmental Activities	24,582,653	5,392,061	269,052	1,307,776
Business-type Activities				
Water and sewer utility	18,947,014	23,941,298	--	1,695,706
Stormwater utility	101,283	524,325	--	--
Total Business-type Activities	19,048,297	24,465,623	--	1,695,706
Total	\$ 43,630,950	\$ 29,857,684	\$ 269,052	\$ 3,003,482

General Revenues

Taxes:

Property taxes

Utility services taxes

Franchise fees

Sales and use taxes

Business taxes

Intergovernmental, unrestricted

Investment income

Impact Fees

Miscellaneous

Transfers

**Total General Revenues
and Transfers**

Change in Net Position

Net Position - Beginning of Year

Net Position - End of Year

The accompanying notes are an integral part of these financial statements.

Governmental Activities	Business-type Activities	Total
\$ (2,753,750)	\$ --	\$ (2,753,750)
(10,691,276)	--	(10,691,276)
(11,510)	--	(11,510)
(2,728,235)	--	(2,728,235)
(2,130,648)	--	(2,130,648)
803,947	--	803,947
(102,292)	--	(102,292)
(17,613,764)	--	(17,613,764)
--	6,689,990	6,689,990
--	423,042	423,042
--	7,113,032	7,113,032
(17,613,764)	7,113,032	(10,500,732)
6,105,979	--	6,105,979
3,368,710	--	3,368,710
2,083,730	--	2,083,730
5,887,032	--	5,887,032
402,306	--	402,306
1,567,812	--	1,567,812
1,721,284	1,304,378	3,025,662
260,622	--	260,622
122,811	40,559	163,370
2,096,896	(2,096,896)	--
23,617,182	(751,959)	22,865,223
6,003,418	6,361,073	12,364,491
36,925,462	80,814,455	117,739,917
\$ 42,928,880	\$ 87,175,528	\$ 130,104,408

The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA

BALANCE SHEET

GOVERNMENTAL FUNDS

SEPTEMBER 30, 2023

	General Fund	American Rescue Plan Fund	Nonmajor Governmental Funds	Total Governmental Funds
Assets				
Cash and cash equivalents	\$ 33,256,359	\$ --	\$ 863,930	\$ 34,120,289
Cash and cash equivalents - restricted	--	11,552,591	--	11,552,591
Receivables:				
Accounts, net of allowance	103,648	--	--	103,648
Utility taxes	277,763	--	--	277,763
Franchise fees	336,713	--	--	336,713
Intergovernmental	557,583	--	--	557,583
Grants	223,745	--	--	223,745
Leases receivable	297,453	--	--	297,453
Inventory	96,319	--	--	96,319
Total Assets	\$ 35,149,583	\$ 11,552,591	\$ 863,930	\$ 47,566,104
Liabilities				
Accounts payable and accrued liabilities	\$ 628,801	\$ 170	\$ 2,519	\$ 631,490
Contract retainage payable	15,103	--	--	15,103
Deposits	97,764	--	--	97,764
Unearned revenue	--	10,967,749	--	10,967,749
Total Liabilities	741,668	10,967,919	2,519	11,712,106
Deferred Inflows of Resources				
Unavailable revenues	289,090	--	--	289,090
Beginning of Year	291,904	--	--	291,904
Total Deferred Inflows of Resources	580,994	--	--	580,994
Fund Balances				
Nonspendable:				
Inventory	96,319	--	--	96,319
Restricted for:				
Law enforcement	--	--	87,703	87,703
Debt service	--	--	265,655	265,655
Sales tax capital projects	9,843,285	--	--	9,843,285
Lake Worth Road CRA	--	--	255,105	255,105
Congress Ave CRA	--	--	252,948	252,948
American Rescue Plan Fund	--	584,672	--	584,672
Assigned to:				
Disaster recovery	3,000,000	--	--	3,000,000
Capital projects	7,000,000	--	--	7,000,000
Subsequent year's budget	1,889,611	--	--	1,889,611
Unassigned:				
General fund	11,997,706	--	--	11,997,706
Total Fund Balances	33,826,921	584,672	861,411	35,273,004
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 35,149,583	\$ 11,552,591	\$ 863,930	\$ 47,566,104

The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

Total Governmental Fund Balances (page 23) **\$ 35,273,004**

Amounts reported for governmental activities in the statement of net position are different as a result of:

Net pension assets of defined benefit pension plans are not available, spendable resources and therefore are not reported in governmental funds. 603,841

Capital assets used in governmental activities are not available, spendable resources and therefore are not reported in governmental funds:

Cost of assets	\$ 34,094,761	
Accumulated depreciation/amortization	<u>(13,842,274)</u>	20,252,487

Deferred outflows/inflows of resources related to defined benefit pension and OPEB plan are reported in the statement of net position but are not reported in the governmental funds:

Deferred outflows of resources related to pensions	6,181,026	
Deferred inflows of resources related to pensions	(595,885)	
Deferred outflows of resources related to OPEB	265,412	
Deferred inflows of resources related to OPEB	<u>(121,580)</u>	5,728,973
Beginning of Year		

Long-term liabilities, including notes payable and leases, are not due and payable in the current period and therefore are not reported in the governmental funds.

Long-term liabilities at year end consist of:

Notes payable	(3,126,922)	
Financing lease	(180,746)	
Leases (right-of-use asset)	(43,883)	
Subscription arrangement	(94,529)	
Accrued interest payable on long-term debt	(15,139)	
Compensated absences payable	(914,271)	
Other postemployment benefits liability	(615,679)	
Net pension liability	<u>(13,938,256)</u>	(18,929,425)

Total Net Position (page 20) **\$ 42,928,880**

The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	General Fund	American Rescue Plan Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues				
Taxes	\$ 11,531,891	\$ --	\$ 642,219	\$ 12,174,110
Permits and fees	1,772,609	--	--	1,772,609
Intergovernmental	8,030,917	812,310	--	8,843,227
Charges for services	3,106,868	--	--	3,106,868
Confiscated property	--	--	741	741
Fines and forfeitures	408,091	--	--	408,091
Contributions and donations	54,851	--	--	54,851
Investment income	1,164,984	533,391	22,909	1,721,284
Facility rental	333,080	--	--	333,080
Miscellaneous	70,759	--	3,555	74,314
Total Revenues	26,474,050	1,345,701	669,424	28,489,175
Expenditures				
Current:				
General government	3,571,219	--	--	3,571,219
Public safety	10,167,936	--	--	10,167,936
Physical environment	1,586,290	--	--	1,586,290
Transportation	2,546,234	--	--	2,546,234
Economic environment	--	--	204,210	204,210
Culture/recreation	2,004,560	--	--	2,004,560
Capital outlay	2,396,280	--	--	2,396,280
Debt service:				
Beginning of Year	101,485	--	328,065	429,550
Interest and other fiscal charges	5,889	--	97,991	103,880
Total Expenditures	22,379,893	--	630,266	23,010,159
Excess (deficiency) of revenues over expenditures	4,094,157	1,345,701	39,158	5,479,016
Other Financing Sources (Uses)				
Proceeds from sale of capital assets	5,187	--	--	5,187
Lease (right-of-use asset) acquired	38,755	--	--	38,755
Subscription arrangements issued	117,961	--	--	117,961
Transfers in	2,701,275	--	421,316	3,122,591
Transfers out	(213,385)	(812,310)	--	(1,025,695)
Total Other Financing Sources (Uses)	2,649,793	(812,310)	421,316	2,258,799
Change in Fund Balances	6,743,950	533,391	460,474	7,737,815
Fund Balances - Beginning of Year	27,082,971	51,281	400,937	27,535,189
Fund Balances - End of Year	\$ 33,826,921	\$ 584,672	\$ 861,411	\$ 35,273,004

The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

**Change in Fund Balances - Total Governmental
Funds (page 25)**

\$ 7,737,815

Amounts reported for governmental activities in the
statement of activities are different because:

Governmental funds report capital outlays as
expenditures, however, in the statement of
activities the cost of those assets is
depreciated/amortized over their estimated useful lives:

Expenditures for capital assets	\$ 2,396,030	
Less current year depreciation/amortization expense	<u>(1,536,566)</u>	859,464

In the statement of activities, only the gain or loss
on the sale of capital assets is reported, whereas in
the governmental funds the proceeds from the sale
increases financial resources. The change in net
position differs from the change in fund balance
by the net book value of the assets retired.

(9,117)

Some expenses reported in the statement of activities
are not reported in the governmental funds because
they have no effect on current financial resources:

Compensated absences	(78,317)	
Other postemployment benefits	(48,845)	
Pension expense	<u>(2,732,004)</u>	(2,859,166)

The issuance of long term debt (e.g., bonds, leases, etc.) provides current
financial resources to governmental funds, while the repayment of the
principal of long term debt consumes the current financial resources of
governmental funds. Neither transaction; however, has any effect on
net position.

Leases (right-of-use assets) acquired	(38,755)	
Leases (right-of-use assets) principal payments	20,436	
Subscription arrangements acquired	(117,961)	
Subscription arrangements principal payments	23,432	
Financing lease principal payments	57,617	
Principal payments on long-term debt	<u>328,065</u>	272,834

Net effect of accrued interest on long-term debt
(difference between amount accrued in prior
year and current year accrual)

1,588

**Change in Net Position of Governmental
Activities (page 22)**

\$ 6,003,418

The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF NET POSITION
ENTERPRISE FUNDS
SEPTEMBER 30, 2023

	Major Fund Water and Sewer Utility	Nonmajor Fund Stormwater Utility	Total Enterprise Funds
Assets			
Current Assets			
Cash and cash equivalents	\$ 42,409,424	\$ 1,928,022	\$ 44,337,446
Accounts receivable, net of allowance	3,542,448	--	3,542,448
Inventory	758,461	--	758,461
Total Current Assets	46,710,333	1,928,022	48,638,355
Noncurrent Assets			
Net pension asset	486,913	--	486,913
Capital assets not being depreciated	5,953,451	1,323,614	7,277,065
Capital assets being depreciated/amortized	111,326,672	746,753	112,073,425
Accumulated depreciation/amortization	(68,395,426)	(3,447)	(68,398,873)
Total Noncurrent Assets	49,371,610	2,066,920	51,438,530
Total Assets	96,081,943	3,994,942	100,076,885
Deferred Outflows of Resources			
Deferred amount related to pensions	1,710,736	1,431	1,712,167
Deferred amount related to OPEB	110,954	--	110,954
Beginning of Year	1,821,690	1,431	1,823,121
Liabilities			
Current Liabilities			
Accounts payable and accrued liabilities	749,373	3,085	752,458
Contract retainage payable	55,700	--	55,700
Accrued interest on note payable	98,357	--	98,357
Current portion of lease liability	4,154	--	4,154
Current portion of subscriptions payable	15,900	--	15,900
Current portion of note payable	711,308	--	711,308
Current portion of compensated absences payable	17,917	--	17,917
Total Current Liabilities	1,652,709	3,085	1,655,794
Noncurrent Liabilities			
Customer deposits	1,751,481	--	1,751,481
Lease liability	7,269	--	7,269
Note payable	7,415,256	--	7,415,256
Compensated absences payable	281,849	1,376	283,225
Total OPEB liability	269,212	--	269,212
Net pension liability	2,817,323	8,419	2,825,742
Total Noncurrent Liabilities	12,542,390	9,795	12,552,185
Total Liabilities	14,195,099	12,880	14,207,979
Deferred Inflows of Resources			
Deferred amount on refunding	68,137	--	68,137
Deferred amount related to pensions	397,118	345	397,463
Deferred amount related to OPEB	50,899	--	50,899
Total Deferred Inflows of Resources	516,154	345	516,499
Net Position			
Net investment in capital assets	40,606,973	2,066,920	42,673,893
Restricted:			
Net pension asset	486,913	--	486,913
Unrestricted	42,098,494	1,916,228	44,014,722
Total Net Position	\$ 83,192,380	\$ 3,983,148	\$ 87,175,528

The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
ENTERPRISE FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Major Fund	Nonmajor Fund	Total
	Water and Sewer Utility	Stormwater Utility	Enterprise Funds
Operating Revenues			
Water revenues	\$ 9,836,760	\$ --	\$ 9,836,760
Wastewater revenues	13,087,587	--	13,087,587
Stormwater revenues	--	524,325	524,325
Other operating revenues	1,016,951	--	1,016,951
Total Operating Revenues	23,941,298	524,325	24,465,623
Operating Expenses			
Personal services	5,666,304	70,065	5,736,369
Operating expenses	9,243,439	28,002	9,271,441
Depreciation/amortization	2,959,381	3,216	2,962,597
Total Operating Expenses	17,869,124	101,283	17,970,407
Operating Income	6,072,174	423,042	6,495,216
Non-Operating Revenues (Expenses)			
Investment income	1,266,752	37,626	1,304,378
Miscellaneous revenues	40,559	--	40,559
Loss on disposal of capital assets	(841,376)	--	(841,376)
Interest expense and fiscal charges	(236,514)	--	(236,514)
Total Non-Operating Revenues (Expenses)	229,421	37,626	267,047
Income Before Contributions and Transfers	6,301,595	460,668	6,762,263
Beginning of Year			
Capital contributions	1,695,706	--	1,695,706
Transfers in	7,169	580,794	587,963
Transfers out	(2,684,859)	--	(2,684,859)
Change in Net Position	5,319,611	1,041,462	6,361,073
Net Position - Beginning of Year	77,872,769	2,941,686	80,814,455
Net Position - End of Year	\$ 83,192,380	\$ 3,983,148	\$ 87,175,528

The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF CASH FLOWS
ENTERPRISE FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Major Fund Water and Sewer Utility	Nonmajor Fund Stormwater Utility	Total Enterprise Funds
Cash Flows from Operating Activities			
Cash received from customers	\$ 23,598,324	\$ 527,319	\$ 24,125,643
Cash paid to suppliers for goods and services	(9,409,344)	(28,002)	(9,437,346)
Cash paid to employees for services	(5,353,315)	(59,845)	(5,413,160)
Other receipts	40,559	--	40,559
Net Cash Provided by Operating Activities	8,876,224	439,472	9,315,696
Cash Flows from Noncapital Financing Activities			
Transfer in	7,169	580,794	587,963
Transfers out	(2,684,859)	--	(2,684,859)
Net Cash Provided (Used) by Noncapital Financing Activities	(2,677,690)	580,794	(2,096,896)
Cash Flows from Capital and Related Financing Activities			
Principal paid on loan	(691,088)	--	(691,088)
Principal paid on leases	(4,424)	--	(4,424)
Beginning of Year	(24,659)	--	(24,659)
Interest paid on long-term debt	(251,148)	--	(251,148)
Interest paid on leases	(156)	--	(156)
Interest paid on subscription arrangements	(686)	--	(686)
Acquisition and construction of capital assets	(5,843,871)	(598,580)	(6,442,451)
Capital contributions from customers	1,695,706	--	1,695,706
Net Cash Used by Capital and Related Financing Activities	(5,120,326)	(598,580)	(5,718,906)
Cash Flows from Investing Activities			
Investment income	1,266,752	37,626	1,304,378
Net Cash Provided by Investing Activities	1,266,752	37,626	1,304,378
Net Increase in Cash and Cash Equivalents	2,344,960	459,312	2,804,272
Cash and Cash Equivalents - Beginning of Year	40,064,464	1,468,710	41,533,174
Cash and Cash Equivalents - End of Year	\$ 42,409,424	\$ 1,928,022	\$ 44,337,446

The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF CASH FLOWS (CONTINUED)
ENTERPRISE FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Major Fund Water and Sewer Utility	Nonmajor Fund Stormwater Utility	Total Enterprise Funds
Cash Flows from Operating Activities			
Operating income	\$ 6,072,174	\$ 423,042	\$ 6,495,216
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation and amortization	2,959,381	3,216	2,962,597
Provision for uncollectible accounts	14,356	--	14,356
Miscellaneous revenues	40,559	--	40,559
Change in operating assets and liabilities:			
(Increase) decrease in:			
Accounts receivable	(415,107)	2,994	(412,113)
Inventory	(187,526)	--	(187,526)
Net pension asset	(486,913)	--	(486,913)
Deferred outflows related to pensions	445,154	(1,431)	443,723
Deferred outflows related to OPEB	3,042	--	3,042
(Decrease) increase in:			
Accounts payable and accrued liabilities	21,621	2,887	24,508
Compensated absences payable	53,258	--	53,258
Customer deposits	57,777	--	57,777
Total OPEB liability	19,982	--	19,982
Net pension liability	124,963	8,419	133,382
Deferred inflows related to OPEB	(3,995)	--	(3,995)
Beginning of Year	157,498	345	157,843
Total adjustments	2,804,050	16,430	2,820,480
Net Cash Provided by Operating Activities	\$ 8,876,224	\$ 439,472	\$ 9,315,696

**Supplemental Disclosure of Noncash Capital
and Related Financing Activities**

Amortization of deferred amount on refunding	\$ 7,110	\$ --	\$ 7,110
Loss on disposal of assets	\$ (841,376)	\$ --	\$ (841,376)
Lease (right-of-use asset) initiations	\$ (8,831)	\$ --	\$ (8,831)
Subscription Arrangement initiations	\$ (40,559)	\$ --	\$ (40,559)

The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2023

	Employee Pension Funds
Assets	
Cash and cash equivalents	\$ 2,036,504
Receivables:	
Interest and dividends	76,560
Investments:	
U.S. Treasury securities	5,018,732
Mortgage and asset-backed securities	7,621,898
Domestic corporate bonds	867,407
International fixed income mutual fund	2,667,835
Foreign Fixed Income	18,413,270
Domestic equity securities and mutual fund	24,412,165
Real estate investment account	7,438,790
Total investments	66,440,097
Total Assets	68,553,161
Liabilities	
Accounts payable	56,987
Total Liabilities	56,987
Net position restricted for pension benefits	\$ 68,496,174

The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Employee Pension Funds
Additions	
Contributions	
Employer	\$ 950,376
Plan members	129,565
State of Florida	223,107
Total Contributions	1,303,048
Investment Income	
Interest	463,960
Dividends	1,392,389
Net appreciation in fair value of investments	4,293,824
Total Investment Income	6,150,173
Less: Investment expenses	(65,912)
Net Investment Income	6,084,261
Total Additions	7,387,309
Deductions	
Administration expenses	146,821
Benefits paid	3,262,640
Total Deductions	3,409,461
Change in Net Position	3,977,848
Net Position Restricted for Pension Benefits	
Beginning of Year	64,518,326
End of Year	\$ 68,496,174

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Village of Palm Springs, Florida (the “Village”), was incorporated in 1957 pursuant to Chapter 57-1698, Laws of Florida and is located in central Palm Beach County, Florida. The Village operates under the Council-Manager form of government and provides a wide range of community services including public safety, planning and zoning, water, wastewater and stormwater systems, sanitation, streets and roads, parks, recreation, and library. The Village Council (the “Council”) is responsible for legislative and fiscal control of the Village.

The basic financial statements of the Village have been prepared in conformity with U.S. generally accepted accounting principles (“GAAP”) as applied to governmental units. The Governmental Accounting Standards Board (“GASB”) is the accepted standard setting body for establishing governmental accounting and financial reporting principles.

The significant Village accounting policies are described below.

A. FINANCIAL REPORTING ENTITY

As required by GAAP, the basic financial statements present the primary government and its component units. Component units are legally separate entities for which the primary government is considered to be financially accountable and for which the nature and significance of their relationship with the primary government are such that exclusion would cause the Village’s financial statements to be misleading or incomplete. The primary government is considered financially accountable if it appoints a voting majority of an organization’s governing body and imposes its will on that organization. The primary government may also be financially accountable if an organization is fiscally dependent on the primary government, regardless of the authority of the organization’s governing board.

The Village has one dependent special district, created pursuant to Florida Statutes, that is considered a component unit. Component units are included in the reporting entity as blended or as discretely presented. Blended component units, although legally separate entities, are, in substance, part of the Village’s operations. Accordingly, data from these component units are combined with data of the primary government. The Village has met the criteria as having the operational and financial responsibilities as noted above for the blended component unit listed below and has been included in the Village’s financial reporting entity.

The *Palm Springs Community Redevelopment Agency* (the “CRA”) is a dependent special district established by the Village under authority granted by Florida Statutes Chapter 163, Section III. The CRA is a legally separate entity established by Ordinance No. 2019-19 of the Palm Springs Village Council on November 14, 2019. The purpose of the CRA is to promote and guide the physical and economic redevelopment of approximately 512 acres in two districts within the Village. The CRA is governed by a seven member Governing Board that includes the five members of the Village Council and two additional members appointed by the Village Council representing the two CRA districts. The Mayor of the Village serves as the Chair of the CRA Governing Board.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. FINANCIAL REPORTING ENTITY (CONTINUED)

The Village Council approves the CRA's annual budget and all debt obligations of the CRA, if any. Accordingly, the CRA is considered a blended component unit of the Village. This is the third year of the CRA's operations.

B. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the Village. *Governmental activities*, which are normally supported by taxes and intergovernmental revenues, are reported separately from *Business-type activities*, which rely to a significant extent on user fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, enterprise funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. The major governmental funds and the major enterprise fund are reported as separate columns in the fund financial statements.

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the enterprise fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the grantor are met.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Village considers revenues to be available if they are collected within 60 days of the end of the current fiscal year. Franchise taxes, utility service taxes, business taxes, and interest revenues associated with the current fiscal year are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal year. All other revenue items are considered to be measurable and available only when cash is received by the Village, except for grant revenue, which is recorded when the related expenditures/expenses are incurred and the time and purpose restrictions have been met.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due.

For purposes of measuring the net pension liability, deferred inflows/outflows of resources related to pensions, and pension expense (income), information about the fiduciary net position of the Village's defined benefit pension plans and Florida Retirement System ("FRS") and the additions to/deductions from the fiduciary net position, have been determined on the same basis as they are reported by the Village's defined benefit pension plans and FRS. For purposes of measuring the total Other Post-Employment Benefit ("OPEB") liability, deferred inflows/outflows of resources related to OPEB, and OPEB expense (income), have been determined on the same basis as reported by the Village. For this purpose, pension and OPEB benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

The Village reports two major governmental funds as follows:

The *General Fund* is the primary operating fund of the Village. All general revenues and other receipts that are not allocated by law or contractual agreement to another fund are accounted for in this fund. The general operating expenditures and capital improvement costs that are not paid through other funds are paid from the General Fund.

The *American Rescue Plan Fund* is used to account for the restricted funds provided by the American Rescue Plan Act of 2021, which were released by the U.S. Department of the Treasury.

The Village reports one major enterprise fund as follows:

The *Water and Sewer Utility Fund* is used to account for operations that provide a service to citizens, financed primarily by a user charge, and where the periodic measurement of net income is deemed appropriate for capital maintenance, public policy, management control, accountability, or other purposes. The Water and Sewer Utility Fund is used to account for water and sewer services provided by the Village to residents and other users.

Additionally, the Village reports the following fund types:

Nonmajor Governmental Funds

The *Special Revenue Funds* are used to account for the proceeds of specific restricted revenue sources (other than major capital projects) requiring separate accounting because of legal or regulatory provisions or administrative action. The special revenue funds used by the Village are:

The *Law Enforcement Fund* which accounts for proceeds from law enforcement forfeitures. Expenditures from this fund are legally restricted for law enforcement.

The *Lake Worth Road CRA* accounts for a Village agency which uses tax-increment financing to encourage development and the resources accumulated therein are restricted to those activities.

The *Congress Ave CRA* accounts for a Village agency which uses tax-increment financing to encourage development and the resources accumulated therein are restricted to those activities.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

Nonmajor Governmental Funds (Continued)

The Village has one *Debt Service Fund* used to account for assets held for the repayment of principal and interest on general obligation debt.

Nonmajor Enterprise Fund

The Village has one nonmajor enterprise fund, the *Stormwater Fund*, that is used to account for stormwater fees and related expenses for stormwater management.

Fiduciary Funds

Pension Trust Funds are used to account for assets held in a trustee capacity for retirement pensions. Pension trust funds are fiduciary funds. The Village has two defined benefit pension funds; one for General Employees and one for Police Officers.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the Village's utility functions and various other functions of the Village. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Enterprise funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the enterprise funds' principal ongoing operations. The principal operating revenues of the Village's Water and Sewer and Stormwater Utility Funds are charges to customers for services. Operating expenses for enterprise funds include the cost of services, administrative expenses, and depreciation/amortization restricted on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES

1. Pooled Cash, Cash Equivalents and Investments

Pooled cash, cash equivalents and investments consist of cash on hand, interest-bearing cash accounts and investments with Florida PRIME, a local government investment pool administered by the Florida State Board of Administration (“SBA”). Cash balances and the requirements of all funds are considered in determining the amount to be invested.

Investments are reported at fair value, which is determined by using various third-party pricing sources. The Florida PRIME investment pool is operated as a “2a-7 like” pool and the fair value of this investment is considered to be the same as the Village’s account balance (amortized cost) in the pool. The SBA administers the Florida PRIME investments pursuant to Chapter 19-7 of the Florida Administrative Code which provides guidance and establishes the general operating procedures for the administration of Florida PRIME.

Cash and cash equivalents, for purposes of the statement of cash flows, include pooled cash and investments which are defined as short-term, highly liquid investments with original maturities of three months or less.

2. Inventory

Inventory consists of materials and supplies which are carried at cost in the governmental funds and at the lower of cost (first-in, first-out) or market in the enterprise fund. The Village uses the consumption method, wherein all inventories are maintained by perpetual records, expensed when used, and adjusted by an annual physical count.

3. Unbilled Service Receivables

The Water and Sewer Utility Fund recognizes revenue on the basis of monthly cycle billings to customers for services provided. As a result of this cycle billing method, there are unbilled receivables at the end of each fiscal year with respect to services provided but not billed at such date. It is the policy of the Village to accrue these amounts at year end.

4. Concentration of Credit Risk

The Village requires customer deposits for water and sewer service and maintains an allowance for uncollectible accounts at a level which management believes is sufficient to cover potential credit losses.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

5. Capital Assets

Capital assets, which include property, plant, and equipment, intangible assets, leases (right-of-use assets), subscription arrangements (i.e. information technology), and infrastructure assets (e.g., roads, bridges, sidewalks, drainage, and similar items) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the Village as assets with an initial individual cost of \$5,000 or more and an estimated life in excess of one year.

Purchased or constructed assets are recorded at actual cost or estimated historical cost if actual cost is unavailable. Donated capital assets are recorded at acquisition value, which is the price that would be paid to acquire an asset with equivalent service potential in an orderly market transaction at the date of acquisition. General governmental infrastructure assets acquired or constructed since incorporation in 1957 have been capitalized.

The accounting and reporting treatment applied to the capital assets associated with a fund are determined by its measurement focus. General capital assets are the assets of the Village as a whole. When purchased, such assets are recorded as expenditures in the governmental funds and capitalized as assets in the government-wide statement of net position. General capital assets are carried at historical cost. Where cost cannot be determined from the available records, estimated historical cost has been used to record the estimated value of the assets. The street network was valued based on current construction costs discounted by consumer price indices for highway construction.

Capital assets of the enterprise fund are capitalized in the fund and in the government-wide statement of net position. The valuation basis for enterprise fund capital assets is the same as that used for general capital assets. Interest cost was capitalized on enterprise fund capital assets during the construction period prior to adoption of GASB Statement No. 89 in 2018. Additions, improvements, and other capital outlay that significantly extend the useful life of an asset are capitalized. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

In the government-wide financial statements and in the enterprise fund financial statements, the cost of property sold or retired, together with the related accumulated depreciation/amortization, is removed from the appropriate accounts and any resulting gain or loss is included in the change in net position.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

5. Capital Assets (Continued)

Capital assets of the Village are depreciated/amortized using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings	30-50
Improvements	10-50
Intangible assets	22-40
Software / library materials	3-5
Equipment and vehicles	3-20

The street network (pavement, drainage, sidewalks, and curbs) is not depreciated. The Village has elected to use the modified approach in accounting for its streets. The modified approach allows governments to report as expenses in lieu of depreciation, infrastructure expenditures which maintain the asset but do not add to or improve the asset. Additions and improvements to the street network are capitalized. The Village uses a pavement rating system to rate street condition and quantify the results of maintenance efforts. The condition rating of the Village's street system may be found on page 103.

6. Leases (Right-of-use Assets)

The leases (right-of-use assets) are initially measured at an amount equal to the initial measurement of the related lease liability plus any lease payments made prior to the lease term, less lease incentives, and plus ancillary charges necessary to place the lease into service. The leases (right-of-use assets) are amortized on a straight-line basis over the life of the related lease agreement.

7. Subscription-Based Information Technology Arrangement ("SBITA")

The SBITA assets are initially measured at an amount equal to the initial measurement of the related SBITA liability plus any SBITA payments made prior to the subscription term, less SBITA incentives, plus any ancillary charges necessary to place the SBITA into service. The SBITA assets are amortized on a straight-line basis over the life of the related contract.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

8. Lease Receivable

The Village's lease receivable is measured at the present value of lease payments expected to be received during the lease term. A deferred inflow of resources is recorded for the lease. The deferred inflow of resources is recorded at the initiation of the lease in an amount equal to the initial recording of the lease receivable. The deferred inflow of resources is amortized on a straight-line basis over the term of the lease.

9. Unearned / Unavailable Revenue

Unearned revenue in the Governmental Activities and unavailable revenue in the Governmental Funds includes amounts received in advance by the Village for business taxes applicable to the following fiscal year and grant funds received which are to be expended in future years. Unavailable revenue in the Governmental Funds also includes amounts due in future years that were not available to pay current period expenditures under the modified accrual basis of accounting.

10. Compensated Absences

The Village's employees earn personal leave time based on their years of continuous service as follows: 160 hours after 1 year; 200 hours after 6 years; 240 hours after 11 years; and 280 hours after 21 years. Personal leave may be used for vacation, illness and other time off as approved by the employee's supervisor. Employees may accumulate personal leave time up to a maximum number of hours based on years of service, but never more than 600 hours. Employees are also required to use a minimum number of hours of personal leave time annually based upon years of service, or forfeit the unused hours up to the minimum required to be used, however, employees may be compensated for unused personal leave, up to a maximum of 80 hours annually, if their unscheduled leave does not exceed certain limits each year. Upon termination, employees are compensated for accumulated personal leave at their rate of pay at termination, up to the maximum of 600 hours. A liability for compensated absences is accrued when incurred in the government-wide and enterprise fund financial statements. In the governmental funds, a liability is recorded for compensated absences only if they have matured, for example, as a result of employee resignations and retirements, and the amount, if any, is reported with accounts payable and accrued liabilities in the governmental funds' balance sheet.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

11. Noncurrent Obligations

In the government-wide financial statements and enterprise fund financial statements, long-term debt and other noncurrent obligations are reported as liabilities in the applicable governmental activities, business-type activities, or enterprise fund statement of net position. Long-term debt is reported net of applicable premium or discount. Debt discount, premium and deferred amount on debt refunding in the government-wide financial statements and enterprise fund are amortized using the straight-line method, which approximates the effective interest method, and are charged against operations over the term of the related debt issues. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenses.

In the fund financial statements, governmental fund types recognize debt premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs are reported as debt service expenditures.

12. Deferred Outflows / Inflows of Resources

In addition to assets and liabilities, the government-wide and Enterprise Fund Statements of Net Position and the governmental funds Balance Sheet report a separate section for deferred outflows or deferred inflows of resources. The separate financial statement element, *deferred outflows of resources*, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until that time. The Village's deferred outflows of resources are related to its pension and other post-employment benefits liabilities.

The separate financial statement element, *deferred inflows of resources*, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenues) until that time. The Village's deferred inflows are related to its leases, pension obligations, OPEB liabilities and a deferred amount on debt refunding, which are reported as deferred inflows of resources on the government-wide Statement of Net Position. The deferred amount on debt refunding was a gain resulting from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

12. Deferred Outflows / Inflows of Resources (Continued)

In addition, the Village has another item, unavailable revenues, which arises only under the modified accrual basis of accounting and is reported as a deferred inflow of resources on the governmental funds Balance Sheet. The unavailable revenues result from business taxes received by the Village in advance of the year for which they were levied. These amounts are deferred and recognized as an inflow of resources in the year that the amounts become available.

13. Fund Balances

Nature and Purpose of Fund Equity Classifications: In the fund financial statements, governmental funds report fund equity classifications that comprise a hierarchy based primarily on the extent to which the Village is legally bound to honor the specific purposes for which amounts in fund balance may be spent. The fund balance classifications are summarized as follows:

- **Nonspendable** - Nonspendable fund balances include amounts that cannot be spent because they are either 1) not in spendable form; or, 2) legally or contractually required to be maintained intact.
- **Restricted** - Restricted fund balances include amounts that are restricted to specific purposes either by 1) constraints placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments; or, 2) imposed by law through constitutional provisions or enabling legislation.
- **Committed** - Committed fund balances include amounts that can only be used for specific purposes pursuant to constraints imposed by the Village Council through an Ordinance. The Village had no committed fund balances.
- **Assigned** - Assigned fund balances include amounts that are constrained by the Village's intent to be used for specific purposes but are neither restricted nor committed. Assignments of fund balance are made by Village management based upon a Resolution adopted by the Village Council or in the Village's annual budget.
- **Unassigned** - Unassigned fund balance includes the General Fund amount that is spendable and has not been restricted, committed, or assigned to specific purposes. The unassigned classification also includes negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting of assigned fund balance amounts.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

13. Fund Balances (continued)

The Village considers restricted fund balances to be spent when an expenditure is incurred for the restricted purpose. The Village considers committed, assigned or unassigned fund balances to be spent when an expenditure is incurred for purposes for which amounts in any of those fund balance classifications could be used.

Minimum Fund Balance Policy: The Village Council has not adopted a formal minimum fund balance policy. Generally, the Village strives to maintain sufficient General Fund balance to provide liquidity in the event of a budget shortfall or natural disaster.

14. Interfund Transactions

During the course of normal operations, it is necessary for the Village to enter into transactions among its various funds. These transactions consist of one or more of the following types:

- Reimbursements to a fund, which are generally reflected through the allocation of pooled cash accounts, for expenditures or expenses initially made from it that are properly applicable to another fund.
- Transfers in and out, as appropriate, for all other interfund transactions, which are shown as other financing sources or uses.
- Outstanding balances between funds, including noncurrent advances, are reported as “due to/from other funds”. Any such balances outstanding between governmental activities and business-type activities in the government-wide financial statements are classified as “internal balances” and are subject to elimination in the government-wide financial statements.

15. Property Taxes

Under Florida law, the assessment of all properties and the collection of all county, municipal and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector, respectively. All property is reassessed according to its fair market value on January 1 of each year and each assessment roll is submitted to the State Department of Revenue for review to determine if the assessment roll meets the appropriate requirements of State law.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

15. Property Taxes (continued)

The assessed value of property within the corporate limits of the Village at January 1, 2022, upon which the 2022/2023 levy was based, was approximately \$1.678 billion. State Statutes permit municipalities to levy property taxes at a rate of up to 10 mills (1 mill equals \$1.00 for each \$1,000 of assessed value). Effective October 1, 2009 (fiscal year 2010), the Village transferred fire rescue services to Palm Beach County and the Palm Beach County Fire Rescue MSTU (municipal services taxing unit) taxes Village property owners 3.4581 mills. This millage rate is deducted from the Village's legal millage rate limit of 10 mills, thereby limiting the 2022/2023 Village millage rate to 6.5419.

The tax levy of the Village is established by the Village Council prior to October 1 of each year during the budget process. The Palm Beach County Property Appraiser incorporates the Village's millage into the total tax levy, which includes the County, County School Board, and Special District tax requirements. The operating millage rate assessed by the Village for the fiscal year ended September 30, 2023, was 3.5000 and the debt service millage was 0.2639, for a total millage of 3.7639. Taxes may be paid less a 4% discount in November or at a discount declining 1% each month through February. All unpaid taxes become delinquent on April 1 following the year in which they are assessed. Delinquent taxes on real property bear interest at 18% per year. On or prior to June 1 following the tax year, certificates are offered for sale for all delinquent taxes on real property. After sale, tax certificates bear interest at 18% per year or at any lower rate bid by the buyer. Application for a tax deed on any unredeemed tax certificates may be made by the certificate holder after a period of two years. Unsold certificates are held by the County. Delinquent taxes on personal property bear interest at 18% per year until the tax is satisfied either by seizure and sale of the property or by the five-year statute of limitations. All property taxes are collected by Palm Beach County and remitted to the Village. Property tax revenue is recognized at the time monies are received from Palm Beach County.

During 2007 the Florida Legislature passed property tax reform legislation limiting the property tax levies of local governments in the State of Florida. Local governments that adopt a property tax levy in excess of the limit under State law will lose their Half-Cent Sales Tax distribution from the State for the succeeding twelve months. For the fiscal year ending September 30, 2023, the maximum tax levy allowed by a majority vote of the governing body is generally based on a percentage change applied to the prior year (2021/2022) property tax revenue. The percentage change is calculated based on the compound annual growth rate in the per capita property taxes levied for five preceding fiscal years.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

15. Property Taxes (continued)

The State law allows local governments to adopt a higher millage rate based on the following approval of the governing body: 1) a majority vote to adopt a rate equal to the adjusted current year rolled-back millage rate plus an adjustment for growth in per capita Florida personal income; 2) a two-thirds vote to adopt a rate equal to the adjusted current year roll back millage rate plus 10%; or, 3) any millage rate approved by unanimous vote or referendum. For the fiscal year ending September 30, 2023, the Village adopted an operating millage rate of 3.5000, resulting in a total tax levy of \$6,318,133 for 2023, and increase of approximately 12.3% from the operating property tax levy for 2022.

Future legislation could have a significant impact on the future tax revenues of the Village and the current services provided to Village residents.

16. On-behalf Payments

The Village received on-behalf payments of \$223,107 from the State of Florida for the Police Officers Pension Plan for the fiscal year ended September 30, 2023. The on-behalf payments are recorded as intergovernmental revenue and public safety expenses/expenditures in the government-wide and General Fund financial statements.

17. Use of Estimates

The financial statements and related disclosures are prepared in conformity with GAAP. Management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, deferred inflows/outflows of resources, the disclosure of contingent assets and liabilities at the date of the financial statements, and revenue and expenses/expenditures during the period reported. These estimates include assessing the collectability of receivables, the fair value of investments, and useful lives and possible impairment of tangible and intangible assets, among others. Estimates and assumptions are reviewed periodically, and the revisions are reflected in the financial statements in the period they are determined to be necessary. Actual results could differ from the estimates.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

18. Implementation of GASB Statements

The Governmental Accounting Standards Board has issued new Statements effective in the current year and future years that may apply to the Village. Management has not completed its analysis of the effects, if any, of these GASB statements which become effective in future years on the financial statements of the Village:

- GASB Statement No. 91, *Conduit Debt Obligations*, provides a single method of reporting conduit debt obligations by issuers and eliminates diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement was implemented by the Village for the fiscal year ending September 30, 2023; however, there was no impact to the Village.
- GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, addresses issues related to public-private and public-public partnerships (PPP) and provides guidance for accounting and financial reporting for availability payment arrangements (APA). The Statement provides specific guidance on the accounting and financial reporting for PPP and APA transactions. This Statement was implemented by the Village for the fiscal year ending September 30, 2023; however, there was no impact to the Village.
- GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, provides guidance on the accounting and financial reporting for subscription-based information technology arrangements. This Statement was implemented by the Village for the fiscal year ending September 30, 2023.
- GASB Statement No. 100, *Accounting Changes and Error Corrections*, the primary objective of this Statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. This Statement will be effective for the Village for the fiscal year ending September 30, 2024.
- GASB Statement No. 101, *Compensated Absences*, the objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. The objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. This Statement will be effective for the Village for the fiscal year ending September 30, 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

18. Implementation of GASB Statements (continued)

- GASB Statement No. 102, *Certain Risk Disclosures*, the primary objective of this Statement is to provide users of government financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints. This Statement will be effective for the Village for the fiscal year ending September 30, 2025.

NOTE 2 – DEPOSITS AND INVESTMENTS

A summary of deposits and investments as shown on the statement of net position and statement of fiduciary net position for the Village is as follows:

	Cash and Cash		
	Equivalents	Investments	Total
Governmental activities	\$ 45,672,880	\$ --	\$ 45,672,880
Business-type activities	44,337,446	--	44,337,446
Total Statement of Net Position	90,010,326	--	90,010,326
Fiduciary Funds	2,036,504	66,440,097	68,476,601
Total Deposits and Investments	\$92,046,830	\$66,440,097	\$ 158,486,927

DEPOSITS

In addition to insurance provided by the Federal Depositary Insurance Corporation, deposits are held in banking institutions approved by the State Treasurer of the State of Florida to hold public funds as qualified public depositories. Under Florida Statutes Chapter 280, Florida Security for Public Deposits Act, the State Treasurer requires all Florida qualified public depositories to deposit eligible collateral with the State Treasurer or another banking institution. In the event of failure of a qualified public depository, all claims for government deposits would be satisfied by the State Treasurer from the proceeds of federal deposit insurance, pledged collateral of the public depository in default and, if necessary, a pro rata assessment to the other qualified public depositories participating in the collateral pool. Accordingly, the Village's deposits at year end are considered to be fully insured or collateralized.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

INVESTMENTS

The Village has adopted an investment policy to establish guidelines for the efficient management of its cash reserves. Section VI of the investment policy identifies permitted instruments as follows:

- a. The State Board of Administration Florida PRIME Fund;
- b. U.S. Government obligations and U.S. Government Agency obligations;
- c. Securities of, or other interests in any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, provided the portfolio of such investment company or investment trust is limited to United States Government obligations and to repurchase agreements fully collateralized by such United States Government obligations, and provided such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian;
- d. Certificates of deposit and savings accounts in state-certified qualified public depositories; and,
- e. Repurchase agreements.

Investments of the General Employees Pension Fund and the Police Officers Pension Fund are limited to:

- a. Money Market - Money market mutual funds or short-term investment funds (“STIF”) provided by the Plan’s custodian must have a minimum rating of Standard & Poor’s A1 or Moody’s P1.
- b. Equities - Equities must be traded on a national exchange or electronic network; and not more than 5% of the Plans’ assets, at the time of purchase, can be invested in the common stock, capital stock or convertible stock of any one issuing company, nor can the aggregate investment in any one issuing company exceed 5% of the outstanding capital stock of the company (this restriction does not apply to any single holding within a diversified pooled fund).
- c. Fixed Income - Fixed income investments shall have a minimum rating of investment grade or higher as reported by any Nationally Recognized Statistical Rating Organization (“NRSRO”) at the time of purchase; and the value of bonds issued by any single corporation cannot exceed 10% of the total fund (excluding issues from the U.S. government, or agency thereof; and this restriction does not apply to any single holding within a diversified pooled fund).
- d. Pooled Funds - Pooled funds may include mutual funds, commingled funds, and exchange-traded funds.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS

The reported value of the Village's and the Pension Trust Funds cash and cash equivalents at September 30, 2023 is as follows:

Investment Type	Village Unrestricted	Pension Trust Funds
Cash and Cash Equivalents		
Petty cash	\$ 2,148	\$ --
Deposits with financial institutions	41,129,979	934,815
Investments in State Board of Administration		
Florida PRIME Fund	48,878,199	--
Money market mutual funds	--	1,101,689
Total Cash and Cash Equivalents	\$90,010,326	\$ 2,036,504

The Village follows the provisions of GASB Statement No. 72, *Fair Value Measurement and Application*, which establishes a framework for measuring the fair value of investments in a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives highest priority to unadjusted quoted prices in active markets for identical assets (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under GASB Statement No. 72 are described below:

Level 1

Inputs to the valuation methodology are unadjusted quoted prices for identical assets in active markets that the Village has the ability to access at the measurement date.

Level 2

Inputs to the valuation methodology include the following:

- Quoted prices for similar assets in active markets.
- Quoted prices for identical or similar assets in inactive markets.
- Inputs other than quoted prices that are observable for the assets.
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset has a specified contractual term, the Level 2 input must be observable for substantially the full term of the asset.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

Level 3

Inputs to the valuation methodology are unobservable and significant to the fair value measurement. These unobservable inputs reflect the entity's own estimates for assumptions that market participants would use in pricing the asset or liability. Valuation techniques would typically include discounted cash flow models and similar techniques, but may also include the use of market prices of assets that are not directly comparable to the subject asset.

The fair value measurement of an asset within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. The categorization of an investment within the fair value hierarchy is based upon the pricing transparency of the investment and does not necessarily correspond to the Village's perceived risk of that investment.

Valuation Methodologies: The following valuation methods and assumptions were used by the Village in estimating the fair value of financial instruments that are measured at fair value on a recurring basis under GASB Statement No. 72.

Domestic and foreign equity securities: Valued at the closing price reported on the active exchange on which the individual securities are traded.

International fixed income mutual fund and equity mutual funds: Valued at the closing net asset value reported on the active exchange on which the investment fund is actively traded.

U.S. Treasury, U.S. Government Agency, mortgage and asset-backed securities, and corporate bonds: Valued at the closing price reported on the active exchange on which the individual securities are actively traded (Level 1). Securities that are not actively traded are valued by the independent investment custodian using a matrix-pricing technique based on the securities' relationship to quoted benchmark prices (Level 2).

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

Investment measured at net asset value (“NAV”): The real estate investment account consists of units in the U.S. Property Separate Account (the “Account”) sponsored by the Principal Life Insurance Company and managed by Principal Real Estate Investors. The account is an open end, commingled real estate account valued at the unadjusted NAV per unit at September 30, 2023, based on the fair value of the underlying account investments as determined by the Account manager. Real estate values are generally based upon periodic independent appraisals performed for assets held by the account. The fair value of real estate is the price that would be received if the asset was sold to a market participant assuming the highest and best use of each asset at the measurement date. At September 30, 2023, the real estate investment account had no future funding commitments or lock-up periods and was redeemable with 90 days’ notice, subject to approval of the fund manager and fund liquidity.

The methods and assumptions described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Village believes its valuation methodologies are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date. There were no changes in the methods and assumptions used for the fiscal year ended September 30, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

The financial assets measured at fair value on a recurring basis include the Village's pension funds' investments. There were no liabilities measured at fair value on a recurring basis at September 30, 2023. The fair value of the Pension Trust Funds investments at September 30, 2023 is summarized as follows:

	Level 1	Level 2	Level 3	Total
Equity Investments				
Domestic equity securities and mutual fund	\$ 36,917,561	\$ --	\$ --	\$ 36,917,561
Foreign equity securities and mutual fund	5,907,874	--	--	5,907,874
Total Equity Securities	42,825,435	--	--	42,825,435
Fixed Income Investments				
U.S. Treasury	--	5,018,732	--	5,018,732
Mortgage and asset-backed securities	--	7,621,898	--	7,621,898
Domestic corporate bonds	--	867,406	--	867,406
International fixed income mutual funds	2,667,835	--	--	2,667,835
Total Fixed Income Securities	2,667,835	13,508,036	--	16,175,871
Total Investments by Level	\$45,493,270	\$13,508,036	\$ --	59,001,306
Investment Measured at NAV				
Real estate investment account				7,438,791
Total Fair Value				\$66,440,097

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

Credit Risk: Credit risk is the risk that a debt issuer will not fulfill its obligations. The Village and Pension Trust Funds investment policies requires that pension investments in fixed income securities must be rated as investment grade (BBB or better) by a NRSRO. The money market mutual funds and fixed income mutual fund are not rated. The Village and Pension Trust Funds utilize ratings from Standard and Poor's and Moody's Investor Services for its investments. The NRSRO ratings for the Village and Pension Trust Fund investments at September 30, 2023 are summarized as follows:

Investment Type	NRSRO Rating	Reported Value
Village Investments		
State Board of Administration Florida PRIME Fund	AAAm	\$ 48,878,199
Pension Trust Fund Investments		
U.S. Treasury	AAA	5,018,732
Mortgage and asset-backed securities	Not Rated	7,621,898
Domestic corporate bonds	A	867,406
Total		\$ 62,386,235

Interest Rate Risk: Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment in debt securities. Generally, the longer the time to maturity, the greater the exposure to interest rate risk. The Village does not have a formal policy that limits the maturities of its investments. The Village pension funds' investment in mortgage and asset-backed securities consist of mortgage pass-through securities based on pools of residential home mortgage loans which are subject to prepayments and therefore highly sensitive to changes in interest rates. The table below summarizes the scheduled maturities of fixed income investment securities at September 30, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

	Fair Value of Investment Maturities					Total
	Less Than One Year	One to Five Years	Six to Ten Years	More Than Ten Years		
Pension Fund Investments						
U.S. Treasury	\$ --	\$ 1,896,402	\$ 3,122,330	\$ --	\$ 5,018,732	
Mortgage and asset-backed securities	--	--	--	7,621,898	7,621,898	
Domestic corporate bonds	--	--	867,406	--	867,406	
Total	\$ --	\$ 1,896,402	\$ 3,989,736	\$ 7,621,898	\$13,508,036	

The SBA Florida PRIME Fund had a weighted average maturity of 35 days at September 30, 2023. The fair value and weighted average maturity of the international fixed income mutual funds were \$2,667,835 and 6.60 years, respectively, at September 30, 2023.

Custodial Credit Risk: Custodial credit risk is defined as the risk that the Village may not recover cash and investments held by another party in the event of a financial failure. The Village investment policy requires cash and investments to be fully insured or collateralized, or held in independent custodial safekeeping accounts in the name of the Village. At September 30, 2023, all investments were held by an independent custodian in the name of the Village, except the State Board of Administration Florida PRIME Fund and money market mutual funds which are considered *unclassified* pursuant to GASB Statement No. 3. Investments held by the Pension Trust Funds are held in custodial accounts in the name of the respective Pension Trust.

Concentration of Credit Risk: Concentration of credit risk is the risk of loss attributed to the magnitude of an investment in a single issuer. For investments other than the Village pension funds, there is no specific policy for concentration of credit risk. In the Village pension funds, securities of a single issuer are limited to no more than 5% of the Plan's net position invested in common stocks and debt securities. At September 30, 2023, three mutual fund investments of the Police Officers Pension Fund represented approximately 27.90%, 14.22%, and 13.88% of that Plan's net position and three mutual fund investments of the General Employees Pension Fund represented approximately 25.98%, 13.51%, and 11.85% of that Plan's net position. Securities of a single issuer owned by each mutual fund are less than 5% of each Plan's net position.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

Market Risk: The value, liquidity, and related income of certain investments in real estate and securities with contractual cash flows, such as mortgage and asset-backed securities, collateralized mortgage obligations and mutual funds investing in these securities or entities, are particularly sensitive to changes in economic conditions, including real estate value, delinquencies or defaults, or both, and may be adversely affected by shifts in the market's perception of the issuers and changes in interest rates and financial markets.

Due to the foregoing risks associated with investments, it is at least reasonably possible that changes in the values of investments will occur in the near term and such changes could materially affect the amounts reported in the accompanying financial statements.

NOTE 3 – RECEIVABLES

Receivables at September 30, 2023 are summarized as follows:

	Governmental Activities	Business-type Activities	Total
Receivables			
Accounts and other receivables	\$ 718,124	\$ 3,648,626	\$ 4,366,750
Intergovernmental and grants	781,328	--	781,328
Leases receivable	297,453	--	297,453
Gross Receivables	1,796,905	3,648,626	5,445,531
Less: allowance for uncollectible accounts	--	(106,178)	(106,178)
Net Receivables	\$1,796,905	\$ 3,542,448	\$ 5,339,353

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – RECEIVABLES (CONTINUED)

LEASES RECEIVABLE

On June 26, 2003, the Village, as a lessor, entered into a lease agreement for the use of land for 226 Cypress Lane MetroPCS. Effectively October 1, 2021, the Village implemented GASB 87. As of September 30, 2023, the lease agreement has 36 months remaining. An initial lease receivable was recorded in the amount of \$52,357. Subsequently, during fiscal year ended September 30, 2023, the agreement was extended, of which increased the lease receivable by an additional \$112,853. As of September 30, 2023, the value of the lease receivable is \$104,471. The lessee is required to make monthly fixed payments of approximately \$2,915. The lease agreement has an implicit interest rate of 0.3280%. The value of the deferred inflow of resources as of September 30, 2023 was \$98,922, and the Village recognized lease revenue of \$32,974 during the fiscal year.

On April 30, 1998, the Village, as a lessor, entered into a lease agreement for the use of land for the Crown Castle's cell tower. Effectively October 1, 2021, the Village implemented GASB 87. As of September 30, 2023, the lease agreement has 58 months remaining. An initial lease receivable was recorded in the amount of \$63,983. Subsequently, during fiscal year ended September 30, 2023, the agreement was extended, of which increased the lease receivable by an additional \$199,636. As of September 30, 2023, the value of the lease receivable is \$192,982. The lessee is required to make monthly fixed payments of \$3,354. The lease agreement has an implicit interest rate of 0.3280%. The value of the deferred inflow of resources as of September 30, 2023 was \$192,982, and the Village recognized lease revenue of \$35,738 during the fiscal year. The lessee has an extension option at the end of this term, for two additional extension periods of 60 months each.

The following schedule represents the future principal and interest revenue to be received:

Fiscal Year Ending September 30,	Principal	Interest	Total
2024	\$ 74,386	\$ 864	\$ 75,250
2025	74,631	620	75,251
2026	74,876	374	75,250
2027	40,069	181	40,250
2028	<u>33,491</u>	<u>50</u>	<u>33,541</u>
Total	<u><u>\$ 297,453</u></u>	<u><u>\$ 2,089</u></u>	<u><u>\$ 299,542</u></u>

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 4 – CAPITAL ASSETS

Capital assets activity for the fiscal year ended September 30, 2023 was as follows:

	Beginning Balances*	Additions	Deletions	Ending Balances
Governmental Activities				
Capital Assets Not Being Depreciated				
Land	\$ 729,641	\$ --	\$ --	\$ 729,641
Infrastructure	5,532,268	--	--	5,532,268
Construction in progress	1,905,762	1,467,664	(731,806)	2,641,620
Total Capital Assets Not Being Depreciated	8,167,671	1,467,664	(731,806)	8,903,529
Capital Assets Being Depreciated/Amortized				
Buildings	9,632,593	598,896	--	10,231,489
Improvements other than Buildings	5,790,145	108,358	--	5,898,503
Machinery and equipment	7,590,987	721,276	(152,959)	8,159,304
Library materials and software	681,333	75,174	(36,995)	719,512
Leases (Right-of-use assets)	35,591	38,507	(9,635)	64,463
Subscription arrangements	5,903	112,058	--	117,961
Total Capital Assets Being Depreciated/Amortized	23,736,552	1,654,269	(199,589)	25,191,232
Less: Accumulated Depreciation/Amortization for				
Buildings	(4,485,267)	(256,333)	--	(4,741,600)
Improvements other than Buildings	(2,417,862)	(334,157)	--	(2,752,019)
Machinery and equipment	(5,126,590)	(822,261)	143,842	(5,805,009)
Library materials and software	(456,613)	(91,369)	36,995	(510,987)
Leases (Right-of-use assets)	(9,848)	(18,590)	9,635	(18,803)
Subscription arrangements	--	(13,856)	--	(13,856)
Total Accumulated Depreciation/Amortization	(12,496,180)	(1,536,566)	190,472	(13,842,274)
Governmental Activities Capital Assets, Net	\$ 19,408,043	\$ 1,585,367	\$ (740,923)	\$ 20,252,487

*Beginning balance was adjusted to consider proper amounts related to the implementation of GASB Statement No. 96.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 4 – CAPITAL ASSETS (CONTINUED)

	Beginning Balances*	Additions	Deletions	Ending Balances
Business-type Activities				
Capital Assets Not Being Depreciated				
Land	\$ 379,987	\$ --	\$ --	\$ 379,987
Infrastructure	940,646	--	--	940,646
Construction in progress	5,546,759	5,916,802	(5,507,129)	5,956,432
Total Capital Assets Not Being Depreciated	6,867,392	5,916,802	(5,507,129)	7,277,065
Capital Assets Being Depreciated/Amortized				
Buildings	3,583,031	224,418	(3,578)	3,803,871
Improvements other than Buildings	93,131,820	4,099,587	(3,864,381)	93,367,026
Intangible assets	7,174,063	--	--	7,174,063
Equipment and software	6,290,975	1,597,625	(219,362)	7,669,238
Leases (Right-of-use assets)	10,827	8,831	(1,490)	18,168
Subscription arrangements	31,632	9,427	--	41,059
Total Capital Assets Being Depreciated/Amortized	110,222,348	5,939,888	(4,088,811)	112,073,425
Less: Accumulated Depreciation/Amortization for				
Buildings	(2,709,719)	(61,561)	2,517	(2,768,763)
Improvements other than Buildings	(54,508,602)	(2,438,503)	3,067,717	(53,879,388)
Intangible assets	(6,968,642)	--	--	(6,968,642)
Equipment and software	(4,491,688)	(434,123)	174,341	(4,751,470)
Leases (Right-of-use assets)	(3,689)	(4,494)	1,490	(6,693)
Subscription arrangements	--	(23,917)	--	(23,917)
Total Accumulated Depreciation/Amortization	(68,682,340)	(2,962,598)	3,246,065	(68,398,873)
Business-type Activities Capital Assets, Net	\$ 48,407,400	\$ 8,894,092	\$ (6,349,875)	\$ 50,951,617

*Beginning balance was adjusted to consider proper amounts related to the implementation of GASB Statement No. 96.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 4 – CAPITAL ASSETS (CONTINUED)

Depreciation/amortization expense for the fiscal year ended September 30, 2023 was charged to functions as follows:

Governmental Activities	
General government	\$ 248,878
Public safety	671,058
Transportation	150,980
Culture/recreation	465,650
Total Depreciation/Amortization Expense - Governmental Activities	\$ 1,536,566
Business-type Activities	
Water & sewer	\$ 2,959,381
Stormwater utility	3,216
Total Depreciation/Amortization Expense - Business-type Activities	\$ 2,962,597

NOTE 5 – LONG-TERM DEBT

CHANGES IN LONG-TERM DEBT

Changes in long-term debt for the fiscal year ended September 30, 2023 are summarized as follows:

	Beginning Balances*	Additions	Deletions	Ending Balances	Due Within One Year
Governmental Activities					
General obligation note	\$ 3,454,987	\$ --	\$ (328,065)	\$ 3,126,922	\$ 335,952
Compensated absences	835,954	1,188,913	(1,110,596)	914,271	96,178
Financing lease (direct borrowing)	238,363	--	(57,617)	180,746	58,913
Leases (Right-of-use assets)	25,564	38,755	(20,436)	43,883	16,502
Subscription arrangements	5,903	112,058	(23,432)	94,529	35,874
Total Governmental Activities	4,560,771	1,339,726	(1,540,146)	4,360,351	543,419
Business-type Activities					
Promissory note	8,817,652	--	(691,088)	8,126,564	711,308
Compensated absences	246,508	384,778	(330,144)	301,142	17,917
Leases (Right-of-use assets)	7,016	8,831	(4,424)	11,423	4,154
Subscription arrangements	31,632	8,927	(24,659)	15,900	15,900
Total Business-type Activities	9,102,808	402,536	(1,050,315)	8,455,029	749,279
Totals	\$ 13,663,579	\$ 1,742,262	\$ (2,590,461)	\$ 12,815,380	\$ 1,292,698

*Beginning balance was adjusted to consider proper amounts related to the implementation of GASB Statement No. 96.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 5 – LONG-TERM DEBT (CONTINUED)

GOVERNMENTAL ACTIVITIES

The governmental activities long-term debt consisted of the following at September 30, 2023:

\$6,477,462 General Obligation Note, Series 2012

The Series 2012 G.O. Note is a general obligation Promissory Note dated February 24, 2012, for an original principal amount of \$6,477,462. From February 24, 2012 to December 31, 2017, the outstanding principal amount bears interest at 2.39%, and from January 1, 2018 to February 1, 2032, the outstanding principal amount bears interest at 2.905%. Payments are due in variable semi-annual installments, including interest, on each February 1st and August 1st. The Series 2012 G.O. Note is secured by the full faith, credit and taxing power of the Village. The proceeds of the Series 2012 G.O. Note were used to refund outstanding general obligation bonds of the Village. There was no gain or loss on the refunding. The refunding reduced the Village's debt service payments by approximately \$2.2 million and resulted in an economic gain of approximately \$100,000.

The 2012 G.O. Note includes a provision that in the event of a default under the Loan Agreement or Note, which includes any default in the due and punctual payment of an obligation in an amount in excess of \$100,000 to any other obligee, the bank may declare all obligations of the Village under the Loan Agreement and Note to be immediately due and payable.

Annual debt service requirements on the Note are as follows:

	Principal	Interest	Total
Fiscal Year Ending September 30			
2024	\$ 335,952	\$ 88,404	\$ 424,356
2025	344,030	78,588	422,618
2026	352,301	68,535	420,836
2027	360,771	58,240	419,011
2028	369,445	47,698	417,143
2029-2032	1,364,423	80,208	1,444,631
Total	\$ 3,126,922	\$ 421,673	\$ 3,548,595

General obligation debt is generally liquidated by the Debt Service Fund. Financing lease, leases (right-of-use assets), subscription arrangements, compensated absences, pension liabilities, and OPEB liabilities are generally liquidated by the General Fund.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 5 – LONG-TERM DEBT (CONTINUED)

BUSINESS-TYPE ACTIVITIES

The business-type activities long-term debt is secured by a pledge of and lien on the net revenues derived from the operations of the water and sewer system and consisted of the following for the fiscal year ended September 30, 2023:

\$14,352,351 Promissory Note, Series 2013

The Series 2013 Note was issued April 15, 2013 for an original principal amount of \$14,352,351. Semi-annual installments of \$471,118, including interest at 2.905% are payable on each May 1st and November 1st through maturity on May 1, 2033. Principal and interest are payable from and secured solely by a pledge of and lien upon the net revenues of the water and sewer utility system of the Village. The proceeds of the Series 2013 Note were used for the advance refunding of the outstanding Series 2003A Revenue Bonds and provided approximately \$5,000,000 for capital improvements to the water and sewer system. The advance refunding resulted in an economic gain of approximately \$142,000.

The Series 2013 Note includes a provision that in the event of a default under the Loan Agreement or Note, which includes any default in the due and punctual payment of an obligation in an amount in excess of \$100,000 to any other obligee, the bank may declare all obligations of the Village under the Loan Agreement and Note to be immediately due and payable.

Annual debt service requirements on the Note are as follows:

	Principal	Interest	Total
Fiscal Year Ending September 30			
2024	\$ 711,308	\$ 230,929	\$ 942,237
2025	732,120	210,117	942,237
2026	753,541	188,696	942,237
2027	775,588	166,649	942,237
2028	798,281	143,956	942,237
2029-2033	4,355,726	355,463	4,711,189
Total	\$ 8,126,564	\$ 1,295,810	\$ 9,422,374

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 5 – LONG-TERM DEBT (CONTINUED)

BUSINESS-TYPE ACTIVITIES (CONTINUED)

The provisions of the Series 2013 Note generally provide for:

1. Establishment of utility rates that provide net revenues which are equal to at least 125% of the principal and interest scheduled to come due in each fiscal year.
2. Prompt payment of principal and interest when due.
3. Issuance of additional debt payable from pledged revenues only if pledged revenues for the two immediately preceding fiscal years equal at least 1.25 times the largest amount of principal and interest scheduled to come due on the outstanding debt and additional debt.
4. Maintenance of the utility system in good working order.
5. Maintenance of a depository account with the lender.

At September 30, 2023 the Village was in compliance with the debt covenants.

LEASES (RIGHT-OF-USE ASSETS)

The Village has entered into multiple lease agreements as a lessee. The lease agreements qualify as other than a short-term lease under GASB 87 and therefore; have been recorded at the present value of the future minimum lease payments as of the date of their inception. A summary of the leases by governmental activities and business-type activities is summarized below:

Governmental activities: The Village has 13 active lease agreements as a Lessee as of September 30, 2023, which range in duration from 12 months to 60 months. As of September 30, 2023, the value of the lease liability was \$43,883. Principal and interest payments made during the fiscal year totaled \$20,962. Required monthly fixed payments range from approximately \$55 to \$635. The value of the leases (right-to-use assets) as of September 30, 2023 is \$64,463 with accumulated amortization of \$18,803.

Business-type activities: The Village has 5 active lease agreements as a Lessee as of September 30, 2023, which range in duration from 12 months to 48 months. As of September 30, 2023, the value of the lease liability was \$11,423. Principal and interest payments made during the fiscal year totaled \$4,580. Required monthly fixed payments range from approximately \$25 to \$135. The value of the leases (right-to-use assets) as of September 30, 2023 is \$18,168 with accumulated amortization of \$6,693.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 5 – LONG-TERM DEBT (CONTINUED)

LEASES (RIGHT-OF-USE ASSETS) (CONTINUED)

The future minimum lease obligations and the net present value of these minimum lease payments as of September 30, 2023, are as follows:

Fiscal Year Ending	Governmental Activities			Business-Type Activities		
	Principal	Interest	Total	Principal	Interest	Total
September 30						
2024	\$ 16,502	\$ 958	\$ 17,460	\$ 4,154	\$ 208	\$ 4,362
2025	14,796	592	15,388	2,961	137	3,098
2026	6,334	240	6,574	2,883	67	2,950
2027	4,108	108	4,216	1,425	12	1,437
2028	2,143	23	2,166	--	--	--
Total	\$ 43,883	\$ 1,921	\$ 45,804	\$ 11,423	\$ 424	\$ 11,847

SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (“SBITA”)

The Village has entered into multiple subscription arrangements. The subscription arrangements qualify as other than a short-term lease under GASB 96 and therefore; have been recorded at the present value of the future minimum payments as of the date of their inception.

Governmental activities: The Village entered into 6 subscription arrangements which range in duration from 12 months to 36 months. An initial subscription arrangements liability was recorded in the amount of \$117,961 during the fiscal year ended September 30, 2023. As of September 30, 2023, the value of the subscription arrangements liability was \$94,529. Principal and interest payments made during the fiscal year totaled \$23,432. Required monthly fixed payments range from approximately \$25 to \$2,555. The value of the subscription arrangements as of September 30, 2023 is \$117,961 with accumulated amortization of \$13,856.

Business-type activities: The Village entered into 2 subscription arrangements which range in duration from 12 months to 20 months. An initial subscription arrangements liability was recorded in the amount of \$40,559 during the fiscal year ended September 30, 2023. As of September 30, 2023, the value of the subscription arrangements liability was \$15,900. Principal and interest payments made during the fiscal year totaled \$25,345. Required monthly fixed payments range from approximately \$745 to \$1,370. The value of the subscription arrangements as of September 30, 2023 is \$41,059 with accumulated amortization of \$23,917.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 5 – LONG-TERM DEBT (CONTINUED)

SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (“SBITA”) ***(CONTINUED)***

The future minimum subscription arrangement obligations and the net present value of these minimum subscription arrangement payments as of September 30, 2023, are as follows:

Fiscal Year Ending September 30,	Governmental Activities			Business-Type Activities		
	Principal	Interest	Total	Principal	Interest	Total
2024	\$ 35,874	\$ 690	\$ 36,564	\$ 15,900	\$ 517	\$ 16,417
2025	28,888	1,784	30,672	--	--	--
2026	29,767	905	30,672	--	--	--
Total	\$ 94,529	\$ 3,379	\$ 97,908	\$ 15,900	\$ 517	\$ 16,417

FINANCING LEASES (DIRECT BORROWING)

The Village has entered into lease purchase agreements for financing the acquisition of body cameras in the General Fund. The lease agreements qualify as financing leases for accounting purposes and have been recorded at the present value of the future minimum lease payments as of the inception date.

Assets	
Machinery & Equipment	\$294,711
Accumulated depreciation	<u>(117,884)</u>
Carrying Value	<u>\$176,827</u>

Future minimum lease payments and the present value of net minimum lease payments as of September 30, 2023 are as follows:

Fiscal Year Ending September 30,	
2024	\$ 62,980
2025	62,980
2026	<u>62,980</u>
Total minimum lease payments	188,940
Less: amount representing interest	<u>8,194</u>
Total principal outstanding amount	<u>\$180,746</u>

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 5 – LONG-TERM DEBT (CONTINUED)

UTILITY PLEDGED REVENUES

The Village has pledged the future net revenues (generally all revenues and capital contributions, less expenses, excluding depreciation and amortization) of the water and sewer utility to repay the Series 2013 Note. The Series 2013 Note is payable solely from the utility net revenues and is payable through 2033. Annual principal and interest payments on the Series 2013 Note are expected to require approximately 10 percent of utility net revenues. Total principal and interest remaining to be paid on the Series 2013 Note is \$9,422,374 at September 30, 2023. Utility net revenues available for debt service (as defined by the Series 2013 Note debt resolution) were \$12,041,741.

INTEREST EXPENSE AND ARBITRAGE

Total interest costs incurred and paid on all Village debt for the fiscal year ended September 30, 2023 were \$102,292 and \$103,880, respectively, for governmental activities and \$236,514 and \$251,990, respectively, for business-type activities. The Village is subject to the arbitrage restrictions imposed by the federal government for its outstanding debt issues. No events have occurred that would cause the outstanding debt to be subject to arbitrage within the meaning of Section 148 of the Internal Revenue Code.

NOTE 6 – OBLIGATION UNDER UTILITY AGREEMENTS AND INTANGIBLE RIGHTS

In February 1994, the City of Lake Worth (the “City”) issued \$15,680,000 Sewer System Refunding Revenue Bonds, Series 1994, part of which was used to refund both the Series E and Series R Loans. As a result of this refunding issue, the Village amended its contracts with the City and the combined outstanding obligation and intangible rights increased \$353,610 and the maturity date was extended to October 31, 2006. The amendment required the Village to pay 120% (previously 133% and 125% for the Series E and Series R Loans, respectively) of its pro rata share of the debt service (20% of which was to fund renewal and replacement). The additional intangible rights were amortized over 22 years (the remaining term of the amended contract). All outstanding obligations under the utility agreements were paid at maturity on October 31, 2006. During 2015, the Village sold a portion of its wastewater usage rights and the intangible rights were reduced by \$214,891. During 2018, the Village paid \$205,421 to Palm Beach County to purchase an additional service area, which was recorded as an indefinite life intangible asset and will not be amortized. At September 30, 2023, the intangible rights had a net book value of \$205,421 and were recorded with capital assets.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 7 – INTERFUND TRANSACTION

Interfund transfers for the fiscal year ended September 30, 2023 were as follows:

Fund	Transfers	Transfers
	In	Out
General Fund	\$ 2,701,275	\$ 213,385
American Rescue Plan Fund	--	812,310
Lake Worth Road CRA Fund	244,559	--
Congress Ave CRA Fund	176,757	--
Water and Sewer Utility Fund	7,169	2,684,859
Stormwater Utility Fund	580,794	--
Total	\$ 3,710,554	\$ 3,710,554

Transfers from the Water & Sewer Utility Fund to the General Fund consisted of payments in lieu of taxes in the amount of \$2,684,859. Transfers from the American Rescue Plan Fund to the General Fund consisted of costs related to IT network and security improvements in the amount of \$16,416. Transfers from the American Rescue Plan Fund to the Enterprise Funds consisted of costs related to construction projects and IT network improvements in the amount of \$587,963. Transfers from the American Rescue Plan Fund to the Palm Springs CRA funds consisted in the amount of \$207,931. Transfers from the General Fund to the Palm Springs CRA Funds consisted of tax increment financing of \$213,385 that are not payments for services.

NOTE 8 – RISK MANAGEMENT

The Village is exposed to various risks of loss related to torts; thefts of, damage to and destruction of assets; errors and omissions; and natural disasters for which the Village carries commercial insurance. Specifically, the Village purchases commercial insurance for property, medical benefits, worker's compensation, general liability, automobile liability, errors and omissions, and directors and officers liability. The Village is also covered by Florida Statutes under the Doctrine of Sovereign Immunity which effectively limits the amount of liability of municipalities to individual claims of \$200,000 and \$300,000 in the aggregate. There was no reduction in insurance coverage from coverage in the prior year and there were no settlements that exceeded insurance coverage for each of the past three fiscal years.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 9 – EMPLOYEE RETIREMENT PLANS

The Village administers two single-employer, defined benefit pension plans, the Village of Palm Springs General Employees Pension Plan and the Village of Palm Springs Police Officers Pension Plan. The Village also participates in the Florida Retirement System (FRS) Pension Plan and the Retiree Health Insurance Subsidy (HIS) Trust Fund, both of which are multiple-employer, cost-sharing, defined benefit, public employee retirement plans administered by the State of Florida. The net pension liability, deferred outflows and inflows of resources and pension expense (income) related to these retirement plans at September 30, 2023 are summarized as follows:

	General				
	Employees	Police Officers	FRS	HIS	
	Pension Plan	Pension Plan	Pension Plan	Pension Plan	Total
Net Pension Liability (Asset)	\$ (1,090,754)	\$ 1,862,726	\$ 10,979,346	\$ 3,921,926	\$ 15,673,244
Deferred outflows of resources	2,061,613	1,702,943	3,568,688	559,949	7,893,193
Deferred inflows of resources	460,264	--	184,031	349,053	993,348
Pension Expense (Income)	(497,984)	1,008,354	1,061,356	1,408,313	2,980,039

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS

The Village sponsored two separate single-employer defined benefit plans for fiscal year 2023: the Village of Palm Springs General Employees Pension Plan, covering substantially all other full-time Village employees hired prior to July 1, 2010; and, the Village of Palm Springs Police Officers Pension Plan covering all Village police officers hired prior to July 1, 2010. During 2010, the Village adopted ordinances closing both Plans to new members effective June 30, 2010. Participants in the Plans were given the option to remain in their respective Plan or to join FRS effective July 1, 2010. Both closed Plans are reported as pension trust funds included in the Village's reporting entity. Employees hired after June 30, 2010 are required to participate in FRS.

Each Plan has its own Board of Trustees which acts as plan administrator and trustee. The Board of the General Employees Pension Plan consists of five members, two of which are elected by Village employees (excluding police officers) for a four year term, one member of the Village Council, the Village Manager and one resident chosen by a majority of the other four trustees and appointed by the Village Council. The Board of the Police Officers Pension Plan consists of five members, two of which are elected by police officers, two of which are residents of the Village appointed by the Village Council and one member chosen by a majority of the other four trustees and appointed by the Village Council. Each Trustee serves a two year term with no term limits.

Each Plan's assets may only be used for the payment of benefits to the members and beneficiaries of the Plan in accordance with the terms of each plan document. The costs of administering each Plan are paid by the pension fund. Plan provisions are established by and may be amended by the Village Council. Village contribution requirements are determined by each Plan's actuary and are paid by the General Fund and Water and Sewer Utility Fund. Employee contribution requirements are established by and may be amended by the Village Council. There are no legal or contractual maximum contribution rates. The Florida Constitution requires local governments to make the actuarially determined contribution. The Florida Division of Retirement reviews and approves each local government's actuarial report prior to its being approved for use for funding purposes.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

The following summary of the significant provisions of each Plan was obtained from the respective actuarial reports for the Village's pension plans. Relevant information is as follows:

	General Employees	Police Officers		
Actuarial Valuation Date	10/1/2023	10/1/2022		
Accounting Policies and Plan Assets				
Authority	Village Ordinance	Village Ordinance/State Statute		
Basis of accounting	Accrual	Accrual		
Asset valuation:				
Reporting	Fair Value	Fair Value		
Actuarial valuation	5-year smoothed market	4-year smoothed market		
Plan reserves	None	None		
Long-term receivables	None	None		
Membership and Plan Provisions				
Members:				
Active participants	26	9		
Retirees and beneficiaries	56	42		
Terminated vested	37	10		
Normal Retirement Benefits				
		Option 1	Option 2	Option 3
Retirement age	62	50	55	Any
Years of service (minimum)	5	15	10	20
Accrual	2.5%	3.0%	3.0%	3.0%
Maximum	62.5%	None	None	None
Years to vest	10	10	10	10

The actuarial required contribution amounts for both plans are determined based on the October 1, 2021 actuarial valuation date. Relevant information is as follows:

Actuarial Contributions (as a Percentage of Covered Payroll)

Village	30.3%	34.3%
State	N/A	20.1%
Participants	3.0%	6.6%
Required contributions	\$ 514,342	\$ 477,253
Contributions made	\$ 570,220	\$ 603,263

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Summary of Significant Accounting Policies

The financial statements of each Plan are prepared using the economic resources measurement focus and the accrual basis of accounting. Employee and employer contributions are recognized in the period in which employee services are performed. Benefits and refunds are recognized when due and payable in accordance with the terms of the Plan. Other expenses are recognized when the corresponding liabilities are incurred. Investment income (loss) is recognized as revenue when earned. Investments are reported at fair value and are managed by third party money managers.

The Village's independent custodians and money managers determine the fair value of securities, which is generally based upon the mean of the most recent bid and ask prices of each instrument using various third-party pricing sources. The net appreciation (depreciation) in fair value of investments is recorded as an increase (decrease) to investment income (loss) based on the valuation of investments. Investment earnings (losses) are reduced for investment related expenses, such as management fees, portfolio evaluation and custodial services. Benefit payments, including refunds of employee contributions, are recognized when due and payable in accordance with the benefit terms.

Investments

Investment Policy: The policy in regard to the allocation of invested assets is established and may be amended by a majority vote of the Board of each pension plan. It is the policy of each pension plan Board to pursue an investment strategy that reduces risk through the prudent diversification of the investment portfolio across a broad selection of distinct asset classes. The investment policy of each pension plan discourages the use of cash equivalents, except for liquidity purposes, and aims to refrain from dramatically shifting asset class allocations over short time spans. There were no changes in the investment policy of either pension plan for the year ended September 30, 2023. The asset allocation policy adopted by each pension plans' Board at September 30, 2023 was as follows:

Asset Class	General Employees	Police Officers
Domestic equity	50%	55%
International equity	10	10
Domestic fixed income	25	20
International fixed income	5	5
Real estate	10	10
Total	100%	100%

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Summary of Significant Accounting Policies

Rate of Return: For the fiscal year ended September 30, 2023, the annual money-weighted rate return on each pension plans' investments, net of investment expenses, was 5.75% and 6.10% for the General Employees Pension Plan and Police Officers Pension Plan, respectively. The money-weighted rate of return expresses investment performance, net of investment expenses, adjusted for the changing amounts actually invested.

Deferred Retirement Option Program (DROP)

The Police Officers Pension Plan members are eligible to participate in DROP upon attainment of normal retirement date. DROP allows Plan members to retire while continuing employment for up to 60 months and the member's retirement benefits accumulate in the Plan. The amount held in DROP at September 30, 2023 was \$282,072. The General Employees Pension Plan has no DROP.

Net Pension Liability (Asset)

The components of the net pension liability (asset) for the General Employees and Police Officers Pension Plans for the most recent valuation as of October 1, 2023 and October 1, 2022, respectively, were as follows:

	General Employees	Police Officers
Total pension liability	\$ 29,842,488	\$ 39,425,659
Less: Plan fiduciary net position	(30,933,242)	(37,562,933)
Net Pension Liability (Asset)	\$ (1,090,754)	\$ 1,862,726
Plan fiduciary net position as a percentage of the total pension liability	103.7%	95.3%

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Net Pension Liability (Asset) (continued)

Actuarial Assumptions: The total pension liabilities for the General Employees and Police Officers Pension Plans were determined by actuarial valuations as of October 1, 2023 and October 1, 2022, respectively, using the following actuarial assumptions, applied to all periods included in the measurement:

	General Employees	Police Officers
Actuarial Valuation		
Frequency	Annual	Annual
Latest valuation	10/1/2023	10/1/2022
Measurement date	9/30/2023	9/30/2023
Cost method	Entry age normal	Entry age normal
Assumptions		
Investment earnings (with inflation, net of expenses)	6.0% / year	6.75% / year
Salary increases (with inflation)	4.6% - 8.3% / year	4.5% - 5.5% / year
Inflation	2.0% / year	2.5% / year
Cost of living adjustments	3.0%	3.0%
Mortality rates	PUB-2010 base table with Scale MP-2018	PUB-2010 base table with Scale MP-2018
Amortization		
Method	Level dollar	Level percent of payroll
Period	5 years	15 years
Open/Closed	Closed	Closed

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Net Pension Liability (Asset) (continued)

The long-term expected rate of return on investments of the pension plans was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plans' target allocation as of September 30, 2023 (see the discussion of each pension plan's investment policy) are summarized in the following table:

Asset Class	Long-Term Expected Real Rate of Return	
	General Employees	Police Officers
Domestic equity	7.5%	7.5%
International equity	8.5	8.5
Domestic bonds	2.5	2.5
International bonds	3.5	3.5
Real estate	4.5	4.5

Discount Rate: The discount rate used to measure the total pension liability of the General Employees Pension Plan was 6.00% (6.00% in 2022) and the Police Officers Pension Plan was 6.75% (6.75% in 2022). The discount rates were based on the expected rate of return on investments of each plan. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rates and that Village contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plans' fiduciary net positions were projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on investments of the pension plans was applied to all periods of projected benefit payments to determine the projected total pension liability.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Changes in the Net Pension Liability (Asset)

The changes in the net pension liability (asset) of the Village's General Employees Pension Plan were as follows for the fiscal year ended September 30, 2023:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability (Asset)
General Employees Pension Plan			
Balances at October 1, 2022	\$30,155,977	\$29,116,226	\$ 1,039,751
Changes for the current year:			
Service cost	364,141	--	364,141
Interest	1,798,473	--	1,798,473
Difference between expected and actual experience	(1,380,792)	--	(1,380,792)
Change of assumptions	--	--	--
Contributions - Village	--	570,220	(570,220)
Contributions - employee	--	56,436	(56,436)
Net investment income	--	2,346,287	(2,346,287)
Benefit payments, including refunds of employee contributions	(1,095,311)	(1,095,311)	--
Administration expenses	--	(60,616)	60,616
Net Changes	(313,489)	1,817,016	(2,130,505)
Balances at September 30, 2023	\$29,842,488	\$30,933,242	\$ (1,090,754)

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Changes in the Net Pension Liability (Asset) (continued)

The changes in the net pension liability (asset) of the Village's Police Officers Pension Plan were as follows for the fiscal year ended September 30, 2023:

	Increase (Decrease)		Net
	Total Pension Liability	Plan Fiduciary Net Position	Pension Liability (Asset)
Police Officers Pension Plan			
Balances at October 1, 2022	\$37,982,120	\$35,407,837	\$ 2,574,283
Changes for the current year:			
Service cost	334,782	--	334,782
Interest	2,561,142	--	2,561,142
Difference between expected and actual experience	714,944	--	714,944
Change of assumptions	--	--	--
Contributions - Village	--	380,156	(380,156)
Contributions - State of Florida	--	223,107	(223,107)
Contributions - employee	--	73,129	(73,129)
Net investment income	--	3,718,261	(3,718,261)
Benefit payments, including refunds of employee contributions	(2,167,329)	(2,167,329)	--
Administration expenses	--	(72,228)	72,228
Net Changes	1,443,539	2,155,096	(711,557)
Balances at September 30, 2023	\$39,425,659	\$37,562,933	\$ 1,862,726

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Changes in the Net Pension Liability (Asset) (continued)

Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate: The following table presents the net pension liability (asset) of the General Employees Pension Plan and the Police Officers Pension Plan at September 30, 2023, calculated using the current discount rates of 6.00% and 6.75%, respectively, as well as what the net pension liability (asset) would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	(1.0%) Decrease	Current Discount Rate	(1.0%) Increase
General Employees Pension Plan	\$ 3,101,074	\$ (1,090,754)	\$ (4,528,587)
Police Officers Pension Plan	\$ 7,038,033	\$ 1,862,726	\$ (2,377,477)

Pension Expense (Income) and Deferred Inflows/Outflows of Resources Related to Pensions

General Employees Pension Plan: For the fiscal year ended September 30, 2023, the Village recognized pension expense (income) of \$(497,984). At September 30, 2023, the Village reported deferred inflows/outflows of resources related to the General Employees pension from the following sources:

	Deferred Outflows	Deferred Inflows
General Employees Pension Plan		
Differences between expected and actual experience	\$ --	\$ 460,264
Net difference between projected and actual investment earnings on pension plans	2,061,613	--
Balances at September 30, 2023	\$ 2,061,613	\$ 460,264

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Pension Expense (Income) and Deferred Inflows/Outflows of Resources Related to Pensions (continued)

Police Officers Pension Plan: For the year ended September 30, 2023, the Village recognized pension expense of \$1,008,354. At September 30, 2023, the Village reported deferred inflows/outflows of resources related to the Police Officers pension from the following sources:

	Deferred Outflows	Deferred Inflows
Police Officers Pension Plan		
Net difference between projected and actual investment earnings on pension plans	\$ 1,702,943	\$ --
Balances at September 30, 2023	\$ 1,702,943	\$ --

The amounts reported as deferred outflows (inflows) of resources related to pensions will be recognized in pension expense as follows:

	General Employees	Police Officers
Fiscal Year Ending September 30		
2024	\$ (34,976)	\$ 195,808
2025	523,763	384,568
2026	1,235,602	1,398,805
2027	(123,040)	(276,238)
Total	\$ 1,601,349	\$ 1,702,943

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Financial Statements

The General Employees Pension Plan and the Police Officers Pension Plan do not issue stand-alone GAAP financial reports. Financial statements for the General Employees Pension Plan and the Police Officers Pension Plan as of and for the year ended September 30, 2023, are as follows:

Statement of Fiduciary Net Position		
	General Employees	Police Officers
Assets		
Cash and cash equivalents	\$ 1,471,772	\$ 564,732
Receivables:		
Interest and dividends	41,522	35,038
Investments:		
U.S. Treasury securities	2,560,078	2,458,654
Mortgage and asset-backed securities	3,716,107	3,905,791
Domestic corporate bonds	486,622	380,785
International fixed income mutual fund	1,217,598	1,450,237
Foreign fixed income	18,413,270	--
Domestic equity securities and mutual fund	--	24,412,165
Real estate investment account	3,050,652	4,388,138
Total investments	29,444,327	36,995,770
Total Assets	30,957,621	37,595,540
Liabilities		
Accounts payable	24,379	32,608
Total Liabilities	24,379	32,608
Net Position Restricted for Pension Benefits	\$30,933,242	\$37,562,932

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Financial Statements (continued)

Statement of Changes in Fiduciary Net Position		
	General Employees	Police Officers
Additions		
Contributions:		
Employer	\$ 570,220	\$ 380,156
Plan members	56,436	73,129
State contributions	--	223,107
Total Contributions	626,656	676,392
Investment income:		
Interest	256,624	207,336
Dividends	425,380	967,009
Net appreciation in fair value of investments	1,710,502	2,583,322
Total Investment Income:	2,392,506	3,757,667
Less: Investment expenses	(35,369)	(30,543)
Net Investment Income	2,357,137	3,727,124
Total Additions	2,983,793	4,403,516
Deductions		
Administration	71,466	75,355
Benefits	1,095,311	2,167,329
Total Deductions	1,166,777	2,242,684
Change In Plan Net Position	1,817,016	2,160,832
Net Position Restricted for Pension Benefits		
at October 1, 2022	29,116,226	35,402,100
Net Position Restricted for Pension Benefits		
at September 30, 2023	\$30,933,242	\$37,562,932

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS

All regular, full-time employees of the Village, including police officers, hired after June 30, 2010 are required to participate in the FRS Pension Plan and the HIS Trust Fund administered by the Florida Department of Management Services, Division of Retirement. FRS and HIS are cost-sharing, multiple-employer defined benefit pension plans with approximately 1,000 participating employers. FRS and HIS were established and are administered in accordance with Chapter 121 and Section 112.363, Florida Statutes, respectively.

FRS includes a DROP available for eligible employees. Retirees receive a lifetime pension benefit with joint and survivor payment options. FRS membership is compulsory for employees filling regularly established positions in a state agency, county agency, state university, state community college, or district school board, unless restricted from FRS membership under sections 121.053 and 121.122, Florida Statutes, or allowed to participate in a defined contribution plan in lieu of FRS membership. Participation is optional for cities, municipalities, special districts, charter schools and metropolitan planning organizations.

HIS membership is optional and available to all retirees under a state-administered retirement system, provided the retiree provides proof of health insurance coverage, which can include Medicare. Participation is compulsory for cities, municipalities, special districts, charter schools and metropolitan planning organizations that participate in FRS.

Benefits Provided: FRS provides retirement, survivor and disability benefits to plan members and beneficiaries. Pension benefits of FRS are established by Florida Statutes, Chapter 121, and may be amended by the Florida Legislature. Retirement benefits are computed on the basis of age and/or years of service, average final compensation and service credit. Members initially enrolled prior to July 1, 2011, vest after six years of service. Members initially enrolled on or after July 1, 2011, vest after eight years of creditable service. HIS provides retirees and beneficiaries a monthly benefit equal to the number of years of creditable service completed at the time of retirement multiplied by \$5. The monthly benefit payment is established by Section 112.363, Florida Statutes and is at least \$30, but not more than \$150.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

Village Contributions: FRS members are required to contribute 3.0% and no contribution is required for HIS members. Participating governments, including the Village, contribute to FRS at actuarially determined rates for various classes of employees, which are presently 11.91% of annual covered payroll for employees covered in the regular class, 31.57% for senior management class, 27.83% for special risk class (police officers), 57.00% for elected officials and 18.60% for employees covered in the FRS DROP program. Participating governments, including the Village, contribute to HIS based on a percentage of gross compensation for all active FRS members, which is presently 2.00%. The Village's contributions to FRS and HIS for the fiscal year ended September 30, 2023 were \$1,594,501, which was equal to 100% of the required contributions for the year.

Funding Policy: FRS funding policy provides for monthly employer contributions at actuarially determined rates that, expressed as percentages of annual covered payroll, are adequate to accumulate sufficient assets to pay benefits when due based upon plan assumptions. HIS uses a pay-as-you-go funding policy based on monthly employer contributions at a flat percentage of gross compensation for all active FRS members. Employer and employee contribution rates are established by State law as a level percentage of payroll. Employer contribution rates are determined using the entry-age actuarial cost method. The consulting actuary recommends rates based on the annual valuation, but actual contribution rates are established by the Florida Legislature.

Publicly Available Financial Report: The State of Florida issues a publicly available financial report for FRS and HIS that includes financial statements and required supplementary information. The complete financial report is available on the Publications page of the Division of Retirement's website at www.frs.myflorida.com or by writing to the Research and Education Section at P.O. Box 9000, Tallahassee, Florida, 32315-9000 or by calling toll free 877-377-1737 or 850-488-5706.

Summary of Significant Accounting Policies: The financial statements of FRS and HIS are prepared using the flow of economic resources measurement focus and the accrual basis of accounting. Employee contributions are recognized in the period of time for which the contributions are assessed. Employer contributions are recognized in the period in which employee services are performed. Benefit payments, including refunds of employee contributions, are recognized when due and payable in accordance with the terms of FRS and HIS. Other expenses are recognized when the corresponding liabilities are incurred. Investment income is recognized as revenue when earned. Investments are reported at fair value and are managed by external investment managers. The independent investment

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

custodian for FRS and HIS determines the fair value of securities using various third-party pricing sources. For private market investments, where no readily ascertainable market value exists, fair values are based on net asset value (capital account balance) provided by investment managers at the closest available reporting period and adjusted for subsequent contributions and distributions. The net appreciation (depreciation) in fair value of investments is recorded as an increase (decrease) to investment income based on the valuation of investments. Investment earnings are net of investment related expenses, such as management fees, portfolio evaluation and custodial services. For purposes of measuring the net pension liability, deferred inflows/outflows of resources related to pensions, and pension expense, information about the fiduciary net position of FRS and HIS and the additions to/deductions from the fiduciary net position have been determined on the same basis as they are reported by FRS and HIS.

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions

At September 30, 2023, the Village reported a liability of \$10,979,346 and \$3,921,926 for its proportionate share of the net pension liability of FRS and HIS, respectively. The net pension liability of each plan was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2023 for FRS and July 1, 2022 for HIS. The Village's proportion of the net pension liability was based on a projection of the Village's long-term share of contributions to the pension plan relative to the projected contributions of all participating governments, as actuarially determined. At June 30, 2023, the Village's FRS proportion was .027553872 percent, which was an increase of .002570038 percent from its proportion measured as of June 30, 2022. The HIS proportion was .024695192 percent at June 30, 2023, which was an increase of .001320370 percent from its proportion measured as of June 30, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions (continued)

For the year ended September 30, 2023, the Village recognized pension expense of \$2,469,669 for FRS and HIS. At September 30, 2023, the Village reported deferred outflows and inflows of resources related to FRS pensions from the following sources:

FRS	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 1,030,866	\$ --
Assumption changes	715,725	--
Net difference between projected and actual earnings on pension plan investments	458,527	--
Change in proportion and differences between Village contributions and proportionate share of contributions	958,299	184,031
Village contributions subsequent to the measurement date	405,271	--
Balances at September 30, 2023	\$3,568,688	\$ 184,031

At September 30, 2023 the Village reported deferred outflows and inflows of resources related to HIS pensions from the following sources:

HIS	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 57,414	\$ 9,205
Assumption changes	103,106	339,848
Net difference between projected and actual earnings on pension plan investments	2,025	--
Change in proportion and differences between Village contributions and proportionate share of contributions	344,117	--
Village contributions subsequent to the measurement date	53,287	--
Balances at September 30, 2023	\$ 559,949	\$ 349,053

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions (continued)

Deferred outflows of resources related to FRS and HIS pensions of \$458,558 resulting from Village contributions subsequent to the measurement date of June 30, 2023 will be recognized as a reduction of the net pension liability in the subsequent fiscal year. Other amounts reported as deferred outflows (inflows) of resources related to pensions will be recognized in pension expense (income) as follows:

	FRS	HIS
Fiscal Year Ending September 30,		
2024	\$ 490,996	\$ 62,843
2025	44,743	68,364
2026	2,002,318	35,229
2027	350,970	(12,464)
2028	90,359	(832)
Thereafter	--	4,469
Total	\$ 2,979,386	\$ 157,609

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions (continued)

Actuarial Assumptions: The total pension liability for FRS and HIS in the most recent actuarial valuations was determined using the following actuarial assumptions, applied to all periods included in the measurement:

	FRS	HIS
Valuation date	July 1, 2023	July 1, 2022
Measurement date	June 30, 2023	June 30, 2023
Actuarial cost method	Individual Entry	Individual Entry
	Age	Age
Amortization method	Level percent of pay, closed	Level percent of pay, closed
	30 years	30 years
Equivalent single amortization period	5-year smoothed	5-year smoothed
Asset valuation method	6.7%	3.65%
Discount rate	2.4%	2.4%
Inflation	3.25%	3.25%
Salary increases, including inflation		
Long-term expected rate of return, net of investment expenses	6.7%	N/A
Municipal bond rate	N/A	3.54%
Payroll growth	3.25%	3.25%
Cost of living adjustments	3.0% pre-July 2011; 0% thereafter	N/A
Mortality rates	Mortality rates PUB-2010 base table with Scale MP-2018	Mortality rates PUB-2010 base table with Scale MP-2018

The actuarial assumptions used in the July 1, 2023 actuarial valuation were based on the results of an actuarial experience study for the period July 1, 2013 to June 30, 2018.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions (continued)

Changes in Actuarial Assumptions: The discount rate for HIS increased from 3.54% for 2022 to 3.65% for 2023.

Long-term Expected Rate of Return: The long-term expected rate of return on FRS investments was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of annual arithmetic real rates of return for each major asset class are as follows:

Asset Class	Long-Term Expected Real Rate of Return
Cash equivalents	2.9%
Fixed income	4.4
Global equity	7.1
Private equity	8.8
Real estate	6.6
Strategic investments	6.1

Discount Rate: The discount rate used to measure the total pension liability of FRS at June 30, 2023 was 6.70% for FRS and 3.65% for HIS. The FRS discount rate was based on the expected rate of return on FRS investments. The HIS discount rate was based on the municipal bond rate. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rates and that member contributions will be made at rates equal to the difference between actuarially determined contribution rates and the employee rate. Based on those assumptions, the fiduciary net position of FRS was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on investments of FRS was applied to all periods of projected benefit payments to determine the projected total pension liability. Because HIS uses a pay-as-you-go funding structure, a municipal bond rate of 3.65% was used to determine the total pension liability.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions (continued)

Sensitivity of the Village's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate: The following table presents the Village's proportionate share of the net pension liability of FRS and HIS at September 30, 2023, calculated using the current discount rate, as well as what the Village's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

FRS			HIS		
Current			Current		
1.0%	Discount	1.0%	1.0%	Discount	1.0%
Decrease	Rate	Increase	Decrease	Rate	Increase
(5.70%)	(6.70%)	(7.70%)	(2.65%)	(3.65%)	(4.65%)
\$ 18,754,958	\$ 10,979,346	\$ 4,474,116	\$ 4,474,305	\$ 3,921,926	\$ 3,464,040

Pension Plan Fiduciary Net Position: Detailed information about the fiduciary net position of FRS and HIS is available in a separately issued financial report, which is available on the Publications page of the Division of Retirement's website at www.frs.myflorida.com or by writing to the Research and Education Section at P.O. Box 9000, Tallahassee, Florida, 32315-9000 or by calling toll free 877-377-1737 or 850-488-5706.

PAYABLES TO FRS

There were no amounts payable to FRS by the Village at September 30, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS

PLAN DESCRIPTION

The Village administers a single-employer defined benefit health care plan (the “Plan”) that provides health care benefits to eligible retired employees and their beneficiaries. The Village Council has the authority to establish and amend the premiums for and the benefit provisions of the Plan. The Plan is financed on a “pay-as-you-go” basis and is not administered as a formal qualifying trust. The Plan does not issue a publicly available financial report.

FUNDING POLICY

The Village is required by Florida Statute 112.0801 to allow retirees to buy healthcare coverage at the same *group insurance rates* that current employees are charged resulting in an *implicit* healthcare benefit. The State of Florida prohibits the Plan from separately rating retirees and active employees. The Plan therefore charges both groups an equal, blended rate premium. Although both groups are charged the same blended rate premium, GAAP requires the actuarial figures to be calculated using age adjusted premiums approximating claim costs for retirees separate from active employees. The use of age adjusted premiums results in the addition of the implicit rate subsidy into the actuarial accrued liability. Plan members receiving benefits contribute 100% of the monthly premium ranging from a minimum of \$741 to a maximum of \$1,549.

PLAN MEMBERSHIP

Membership in the Plan was comprised of the following at September 30, 2023 (measurement date), the date of the latest census data utilized for the actuarial valuation with an actuarial date of October 1, 2022:

Active employees	169
Retirees and beneficiaries receiving benefits	8
Inactive employees	--
Total Members	177

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

TOTAL OPEB LIABILITY

The Village's total OPEB liability of \$884,891 was reported as of September 30, 2023, and was determined by an actuarial valuation as of October 1, 2022.

Actuarial Methods and Significant Assumptions: The actuarial methods and significant assumptions used to determine the Village's total OPEB liability for the current year are summarized as follows:

Actuarial Valuation

Valuation date	10/1/2022 with 9/30/2023 measurement date
Actuarial cost method	Entry age normal, level percent of pay

Assumptions

Asset valuation method	N/A ⁽¹⁾
Discount Rate	4.87% ⁽²⁾
Post-retirement benefit increases	None
Health care cost trend rate	8.0% per year initially, reduced annually by .5% to an ultimate rate of 5.0%
Inflation rate	2.5%
Projected salary increases	3.0%
Mortality rates	“PUB2010” mortality table MP-2021 projection

Amortization

Method	Average of expected future working lifetime of the active group
Remaining amortization period	10 years

- (1) The plan is funded on a pay-as-you-go basis and is not administered as a formal qualifying trust. There were no plan assets as of September 30, 2023.
- (2) Since there are currently no invested plan assets held in trust to finance the OPEB obligation, the discount rate is the long-term expected rate of return on tax-exempt, high quality municipal bonds based on the S&P AA Municipal Bond 20-year High Grade Rate Index as of September 30, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

CHANGES IN THE TOTAL OPEB LIABILITY

The changes in the total OPEB liability were as follows for the year ended September 30, 2023:

Total OPEB Liability at October 1, 2022	\$ 813,614
Changes for the Current Year	
Service cost	46,099
Interest	37,846
Difference between expected and actual experience	34,913
Change in assumptions	(7,186)
Benefit payments	(40,395)
Net Changes	71,277
Balances at September 30, 2023	\$ 884,891

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate: The following table presents the total OPEB liability of the Village calculated using the current discount rate of 4.87%, as well as what the total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower (3.87%) or one percentage point higher (5.87%) than the current rate:

	Current	
1.0%	Discount	1.0%
Decrease	Rate	Increase
(3.87%)	(4.87%)	(5.87%)
\$ 963,756	\$ 884,891	\$ 813,606

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

CHANGES IN THE TOTAL OPEB LIABILITY (CONTINUED)

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rate: The following table presents the total OPEB liability of the Village calculated using the current healthcare cost trend rate of 8.0%, as well as what the total OPEB liability would be if it were calculated using a healthcare cost trend rate that is one percentage point lower (7.0%) or one percentage point higher (9.0%) than the current rate:

	Current	
1.0%	Discount	1.0%
Decrease	Rate	Increase
(7.0%)	(8.0%)	(9.0%)
\$ 797,944	\$ 884,891	\$ 985,663

Changes in Actuarial Assumptions: The discount rate increased from 4.77% for 2022 to 4.87% for 2023.

OPEB EXPENSE AND DEFERRED INFLOWS/OUTFLOWS OF RESOURCES RELATED TO OPEB

For the year ended September 30, 2023, the Village recognized OPEB expense of \$67,874. At September 30, 2023, the Village reported deferred inflows/outflows of resources related to OPEB from the following sources:

Description	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 315,439	\$ 2,200
Changes in assumptions	60,927	170,279
Balances at September 30, 2023	\$ 376,366	\$ 172,479

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

OPEB EXPENSE AND DEFERRED INFLOWS/OUTFLOWS OF RESOURCES RELATED TO OPEB (CONTINUED)

The amounts reported as deferred inflows/outflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ending	
September 30	Amount
2024	\$ 24,324
2025	24,324
2026	24,324
2027	24,324
2028	24,324
Thereafter	82,267
Total	\$ 203,887

NOTE 11 – COMMITMENTS AND CONTINGENCIES

GRANTS

Amounts received or receivable from grantor agencies are subject to audit and adjustment by those agencies. Any disallowed claims, including amounts already received, might constitute a liability of the Village for the return of those funds.

CONTINGENCIES

The Village is subject to a variety of lawsuits occurring in the normal course of business, the ultimate outcome of which is not presently determinable. In the opinion of management, after consultation with legal counsel, the resolution of any pending matters is not expected to have a significant impact on the financial condition of the Village.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 11 – COMMITMENTS AND CONTINGENCIES (CONTINUED)

CONTRACT COMMITMENTS

Contract commitments consisted of the following at September 30, 2023:

	Total Project Authorization	Expended through September 30, 2023	Contract Retainage Payable at September 30, 2023	Balance to Complete
Governmental Activities				
Task# 255 - Pathway Park	\$ 1,739,143	\$ 1,647,981	\$ 15,103	\$ 76,058
Task# 269 - Police Building Expansion	887,958	642,598	--	245,361
Task# 314 - Intersection Imp - Davis & Greenbrier	40,280	39,567	--	714
Task# 215 - Entranceway Imp - Greenbrier & Congress	47,942	47,225	--	718
Task# 319 - Swale/Drainage Imp Alameda & Davis	31,200	20,100	--	11,100
Task# 318 - MaintStar - Code Enforcement Software	39,500	15,000	--	24,500
Task# 320 - Splashpad Improvements	323,430	--	--	323,430
Task# PZB - MaintStar Permit Software	141,000	125,500	--	15,500
Total Governmental Activities	\$ 3,250,453	\$ 2,537,970	\$ 15,103	\$ 697,380

Business-type Activities

Water and Sewer Fund

Task# 226 - SCADA Pratt WTP	\$ 282,287	\$ 94,788	\$ --	\$ 187,499
Task# 233 - L/S Rehab	1,376,939	320,356	9,564	1,047,018
Task# 238 - MIEX Regen Pratt WTP	1,671,355	1,608,559	--	62,796
Task# 240 - Vacuum Station #1 Building Safety Imp	239,783	134,258	4,082	101,443
Task# 242 - Water Well #10 Replacement	1,143,649	778,756	35,214	329,679
Task# 262 - Well #9 Replacement	116,380	59,367	--	57,013
Task# 266 - Fixed Emergency Generator Vac St #1	181,986	37,153	702	144,131
Task# 268 - MIEX Regen System Upgrade Main WTP	2,083,345	2,031,557	--	51,787
Task# 278 - Vac Station #1 Vac Pump Replacement	209,536	204,736	4,800	--
Task# 295 - Water Main FL Mango Phase II - PBC	154,028	126,930	--	27,098

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 11 – COMMITMENTS AND CONTINGENCIES (CONTINUED)

CONTRACT COMMITMENTS (CONTINUED)

	Total Project Authorization	Expended through September 30, 2023	Contract Retainage Payable at September 30, 2023	Balance to Complete
Water and Sewer Fund (continued)				
Task# 296 - New Generator Pratt WTP	424,760	61,406	1,339	362,015
Task# 304 - Well #13 Rehab	60,892	899	--	59,994
Task# 316 - Well #14 Replacement	122,972	11,849	--	111,123
Task# 317 - Kudza Lift Station Emergency Generator	29,950	15,419	--	14,531
Task# 321 - Main WTP - Replacement of Ammonia Feed System	86,720	14,566	--	72,154
Task# 322 - Pratt WTP - Replacement of Ammonia Feed System	86,720	14,200	--	72,520
Task# 323 - Emergency Generator for Well #14 & Well #13	30,743	2,962	--	27,781
Task# 324 - Access Control Main WTP Gate (ARPA)	46,540	--	--	46,540
Total Water and Sewer Fund	8,348,585	5,517,764	55,700	2,775,121
Stormwater Fund				
Task# 291 - Davis Rd Stormwater (Canal Rd to 10th Ave N)	185,167	144,056	--	41,111
Task# 293 - Lakewood Stormwater (W of Kirk Rd)	1,407,866	76,307	--	1,331,559
Task# 311 - 2nd Ave Stormwater Improvement	490,025	128,060	--	361,965
Task# 326 - Replace Stormwater Drainage Pipe Sandra Ln & Sherry Rd	7,763	5,605	--	2,158
Total Stormwater Fund	2,090,821	354,027	--	1,736,794
Total Business-type Activities	\$ 10,439,406	\$ 5,871,791	\$ 55,700	\$ 4,511,915

REQUIRED SUPPLEMENTARY INFORMATION

VILLAGE OF PALM SPRINGS, FLORIDA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Taxes				
Ad valorem taxes	\$ 5,644,353	\$ 5,644,353	\$ 5,677,145	\$ 32,792
Franchise fees	1,694,920	1,694,920	2,083,730	388,810
Utility service taxes	2,984,989	2,984,989	3,368,710	383,721
Business taxes	413,000	413,000	402,306	(10,694)
Total taxes	10,737,262	10,737,262	11,531,891	794,629
Permits				
Building permits	950,000	950,000	1,505,695	555,695
Other permits	127,000	127,000	266,914	139,914
Total permits	1,077,000	1,077,000	1,772,609	695,609
Intergovernmental				
State revenue sharing	1,284,135	1,284,135	1,567,812	283,677
Alcoholic beverage licenses	8,500	8,500	10,002	1,502
Municipal fuel tax refund	11,000	11,000	12,165	1,165
Local option gas tax	436,640	436,640	456,179	19,539
County occupational licenses	50,000	50,000	60,484	10,484
Half-cent sales tax	2,334,230	2,334,230	2,777,239	443,009
Local option sales tax	2,119,308	2,119,308	2,631,447	512,139
Grant revenue	569,238	569,238	394,898	(174,340)
Other intergovernmental revenue	50,000	50,000	120,691	70,691
Total intergovernmental	6,863,051	6,863,051	8,030,917	1,167,866
Charges for services				
General government	1,001,360	1,001,360	1,094,965	93,605
Public safety	373,134	373,134	312,095	(61,039)
Physical environment	1,532,227	1,532,227	1,574,780	42,553
Transportation	19,980	19,980	31,490	11,510
Culture/recreation	113,250	113,250	93,538	(19,712)
Total charges for services	3,039,951	3,039,951	3,106,868	66,917
Fines and forfeitures				
Judgements and fines	82,000	82,000	151,470	69,470
Other	166,000	166,000	256,621	90,621
Total fines and forfeitures	248,000	248,000	408,091	160,091
Contributions and donations	47,000	47,000	54,851	7,851

(Continued)

VILLAGE OF PALM SPRINGS, FLORIDA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND (CONTINUED)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Miscellaneous				
Investment income	\$ 75,000	\$ 75,000	\$ 1,164,984	\$ 1,089,984
Facility rental	331,380	331,380	333,080	1,700
Miscellaneous revenue	42,436	42,436	75,946	33,510
Total miscellaneous	448,816	448,816	1,574,010	1,125,194
Total Revenues	\$ 22,461,080	\$ 22,461,080	\$ 26,479,237	\$ 4,018,157
Expenditures				
General government				
Legislative:				
Personal services	\$ 48,045	\$ 48,220	\$ 47,330	\$ 890
Operating	133,999	144,403	105,424	38,979
Capital outlay	50,000	42,421	34,047	8,374
Non-operating	406,000	193,725	6,000	187,725
Total legislative	638,044	428,769	192,801	235,968
Executive:				
Personal services	856,886	848,686	816,354	32,332
Operating	121,262	141,402	105,859	35,543
Debt Service - Principal	--	1,557	1,576	(19)
Debt Service - Interest	--	3	3	--
Total executive	978,148	991,648	923,792	67,856
Financial administration:				
Personal services	844,789	844,789	806,304	38,485
Operating	35,221	34,265	20,623	13,642
Capital outlay	--	5,850	5,850	--
Debt Service - Principal	--	882	880	2
Debt Service - Interest	--	74	73	1
Total financial administration	880,010	885,860	833,730	52,130
Legal:				
Operating	171,000	188,000	163,053	24,947
Total legal	171,000	188,000	163,053	24,947
Information technology:				
Personal services	681,057	681,057	542,733	138,324
Operating	445,063	449,063	364,185	84,878
Capital outlay	150,000	150,000	80,534	69,466
Debt Service - Principal	--	--	14,466	(14,466)
Total information technology	1,276,120	1,280,120	1,001,918	278,202
Other general government:				
Personal services	1,000	1,000	364	636
Operating	255,663	260,010	234,874	25,136
Capital outlay	100,000	210,000	195,050	14,950
Debt Service - Principal	--	846	847	(1)
Debt Service - Interest	--	7	6	1
Total other general government	356,663	471,863	431,141	40,722

(Continued)

VILLAGE OF PALM SPRINGS, FLORIDA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND (CONTINUED)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Human Resources:				
Personal services	\$ 280,973	\$ 265,973	\$ 251,923	\$ 14,050
Operating	93,006	124,606	106,193	18,413
Capital outlay	12,000	8,400	7,912	488
Debt Service - Principal	--	--	971	(971)
Debt Service - Interest	--	--	2	(2)
Total human resources	385,979	398,979	367,001	31,978
Total General Government	4,685,964	4,645,239	3,913,436	731,803
Public safety				
Planning, zoning and building:				
Personal services	739,310	658,611	548,610	110,001
Operating	572,243	643,199	350,515	292,684
Capital outlay	88,500	96,000	175,276	(79,276)
Non-operating	100,000	100,000	--	100,000
Debt Service - Principal	--	2,233	8,193	(5,960)
Debt Service - Interest	--	10	6	4
Total planning, zoning and building	1,500,053	1,500,053	1,082,600	417,453
Law enforcement:				
Personal services	9,846,674	9,740,404	8,416,316	1,324,088
Operating	908,423	886,591	843,345	43,246
Capital outlay	6,501,100	6,562,700	928,796	5,633,904
Non-operating	12,000	12,000	9,150	2,850
Debt Service - Principal	--	59,623	60,481	(858)
Debt Service - Interest	--	6,879	5,507	1,372
Total law enforcement	17,268,197	17,268,197	10,263,595	7,004,602
Total Public Safety	18,768,250	18,768,250	11,346,195	7,422,055
Physical environment				
Sanitation services:				
Operating	1,587,355	1,587,355	1,586,290	1,065
Total sanitation services	1,587,355	1,587,355	1,586,290	1,065
Total physical environment	1,587,355	1,587,355	1,586,290	1,065
Transportation				
Personal services	1,988,566	1,986,566	1,758,191	228,375
Operating	937,043	888,405	788,043	100,362
Capital outlay	700,000	819,950	384,656	435,294
Debt Service - Principal	--	597	567	30
Debt Service - Interest	--	91	90	1
Total transportation	3,625,609	3,695,609	2,931,547	764,062

(Continued)

VILLAGE OF PALM SPRINGS, FLORIDA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND (CONTINUED)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Culture/recreation				
Library:				
Personal services	\$ 630,861	\$ 630,861	\$ 587,911	\$ 42,950
Operating	200,231	244,111	197,859	46,252
Capital outlay	135,515	90,292	94,247	(3,955)
Debt Service - Principal	--	1,340	4,401	(3,061)
Debt Service - Interest	--	3	57	(54)
Total library	966,607	966,607	884,475	82,132
Parks and recreation:				
Personal services	623,365	609,579	579,572	30,007
Operating	707,464	712,000	513,079	198,921
Capital outlay	1,475,080	1,422,580	489,912	932,668
Debt Service - Principal	--	9,104	9,103	1
Debt Service - Interest	--	146	145	1
Total parks and recreation	2,805,909	2,753,409	1,591,811	1,161,598
Special events:				
Operating	104,965	128,190	126,139	2,051
Total special events	104,965	128,190	126,139	2,051
Total culture/recreation	3,877,481	3,848,206	2,602,425	1,245,781
Total Expenditures	\$ 32,544,659	\$ 32,544,659	\$ 22,379,893	\$ 10,164,766
Excess (Deficiency) of Revenues				
over Expenditures	(10,083,579)	(10,083,579)	4,099,344	(6,146,609)
Other Financing Sources (Uses)				
Lease (right-of-use asset) acquired	\$ --	\$ --	\$ 38,755	\$ 38,755
SBITA's liabilities issued	--	--	117,961	
Transfer in	2,804,199	2,804,199	2,701,275	(102,924)
Subsequent year appropriation	693,503	693,503	--	(693,503)
Appropriated from restricted for sales tax	6,799,262	6,799,262	--	(6,799,262)
Transfer out	(213,385)	(213,385)	(213,385)	--
Total Other Financing Sources (Uses)	\$ 10,083,579	\$ 10,083,579	\$ 2,644,606	\$ (7,556,934)
Net Change in Fund Balance	\$ --	\$ --	6,743,950	\$ 6,743,950
Fund Balance - Beginning of Year			27,082,971	
Fund Balance - End of Year			\$ 33,826,921	

VILLAGE OF PALM SPRINGS, FLORIDA
BUDGETARY COMPARISON SCHEDULE
AMERICAN RESCUE PLAN FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Intergovernmental	\$ --	\$ --	\$ 812,310	\$ 812,310
Investment income	20,000	20,000	533,391	513,391
Total Revenues	20,000	20,000	1,345,701	1,325,701
Expenditures				
Total Expenditures	--	--	--	--
Excess (Deficiency) of Revenues over Expenditures	20,000	20,000	1,345,701	1,325,701
Other Financing Sources (Uses)				
Transfer out	(7,340,000)	(7,340,000)	(812,310)	6,527,690
Appropriation of prior year's assets	7,320,000	7,320,000	--	(7,320,000)
Total Other Financing Sources (Uses)	(20,000)	(20,000)	(812,310)	(792,310)
Net Change in Fund Balance	\$ --	\$ --	533,391	\$ 533,391
Fund Balance - Beginning			51,281	
Fund Balance - Ending			\$ 584,672	

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO BUDGETARY COMPARISON SCHEDULES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – BUDGETARY ACCOUNTING

State of Florida Statutes require that all municipal governments establish budgetary systems and approve annual operating budgets. The Council annually adopts an operating budget and appropriates funds for the General Fund, American Rescue Plan Fund, and Palm Springs CRA fund. The procedures for establishing the budget are as follows:

- Prior to September 1, the Village Manager submits to the Council a proposed operating budget prepared for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
- Public hearings are conducted to obtain taxpayer comments.
- The Village advises the County Property Appraiser of the proposed millage rate and the date, time and place of the public hearing for budget acceptance.
- The budget and related millage rate are legally enacted by ordinance.
- Changes or amendments to the budget of the Village or a department must be approved by the Council; however, changes within a department which do not affect the total departmental expenditures may be approved at the administrative level. Accordingly, the legal level of control is at the department level.

The adopted budgets are prepared on the modified accrual basis in accordance with U.S. generally accepted accounting principles. The reported budgetary data represents the final appropriated budget after amendments adopted by the Council. There were no supplemental appropriations for the General Fund and American Rescue Plan Fund. There were supplemental appropriations for the Palm Springs CRA fund in the amount of \$106,016, respectively, adopted for the year ended September 30, 2023. Unexpended appropriations lapse at year end.

NOTE 2 – ENCUMBRANCES

Encumbrance accounting, in which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is utilized by the Village during the year. However, all encumbrances outstanding at year end lapse and, accordingly, there is no fund balance assigned for encumbrances at September 30, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO BUDGETARY COMPARISON SCHEDULES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – BUDGET AND ACTUAL COMPARISON

For budgetary purposes, proceeds from the sale of capital assets are included in budgeted revenues, but are considered “other financing sources” for GAAP. As a result, the General Fund revenues reported in the actual column (page 97) reflect \$5,187 more than the revenues reported on the basis of GAAP in the accompanying statement of revenues, expenditures and changes in fund balances.

VILLAGE OF PALM SPRINGS, FLORIDA
CONDITION RATING OF THE VILLAGE'S STREET SYSTEM
SEPTEMBER 30, 2023

Percentage of lane miles in good or better condition: 100%
 Percentage of lane miles in substandard condition: 0%

Comparison of needed-to-actual maintenance/preservation:

Fiscal Year Ended September 30,	Needed	Actual	Difference
2014	\$ 144,805	\$ 141,553	\$ 3,252
2015	170,000	151,463	18,537
2016	540,500	523,022	17,478
2017	845,822	611,980	233,842
2018	370,000	99,409	270,591
2019	474,600	308,997	165,603
2020	425,000	257,990	167,010
2021	350,000	220,442	129,558
2022	342,000	178,618	163,382
2023	290,000	162,648	127,352
Total	\$ 3,952,727	\$ 2,656,122	\$ 1,296,605

The condition of street pavement is rated using the Asphalt Pavement Rating Form as developed by the Asphalt Institute. The Asphalt Pavement Rating Form is based on a weighted average of thirteen defects found in pavement services. The form uses a measurement scale that is based on a condition index rating from zero for failed to 100 for pavement in perfect condition. The condition index is used to classify roads in seven categories: excellent (100-85), very good (84-70), good (69-55), fair (54-40), poor (39-25), very poor (24-10), failed (9-0). It is the Village's policy to maintain at least 80% of its street system at a good or better condition. Needed maintenance is calculated based upon inspections and the condition assessment index.

In accordance with GASB Statement No. 34, the Village is required to report at least one complete condition assessment at transition using the modified approach. The condition assessment was completed by the Village in fiscal year 2003 and documented that eligible infrastructure assets are being preserved at or above the condition level established by the Village. We evaluate 1/3 of the network each year. In fiscal year 2023 we are in year 2 of the seventh cycle of assessments and we continue to maintain our network in a condition that meets or exceeds Village policy.

The Village calculates needed maintenance of its street system annually. However, the scheduling of these street projects often crosses fiscal years. Also, many streets are restored as utility work is performed. Therefore, actual maintenance may be less than or greater than or greater than the calculated needed maintenance in any fiscal year.

VILLAGE OF PALM SPRINGS, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY (ASSET)
AND RELATED RATIOS
GENERAL EMPLOYEES PENSION FUND

September 30, (Measurement Date)	2023	2022	2021	2020	2019
Total Pension Liability					
Service cost	\$ 364,141	\$ 386,688	\$ 366,284	\$ 357,165	\$ 379,392
Interest	1,798,473	1,748,479	1,761,821	1,794,729	1,776,251
Differences between expected and actual experience	(1,380,792)	(138,581)	(916,750)	(877,264)	(561,920)
Changes of assumptions	--	--	896,257	(745,073)	913,998
Benefit payments, including refunds	(1,095,311)	(1,188,292)	(1,094,834)	(1,097,195)	(1,106,461)
Net Change in Total Pension Liability (Asset)	(313,489)	808,294	1,012,778	(567,638)	1,401,260
Total Pension Liability, Beginning of Fiscal Year	30,155,977	29,347,683	28,334,905	28,902,543	27,501,283
Total Pension Liability, End of Fiscal Year (a)	\$ 29,842,488	\$ 30,155,977	\$ 29,347,683	\$ 28,334,905	\$ 28,902,543
Plan Fiduciary Net Position					
Contributions					
Employer	\$ 570,220	\$ 703,494	\$ 1,057,688	\$ 933,633	\$ 831,216
Plan members	56,436	59,980	57,475	55,317	53,804
Other	--	2,135	--	--	--
Net investment income (loss)	2,346,287	(4,746,812)	5,373,469	2,179,210	808,285
Benefit payments, including refunds	(1,095,311)	(1,188,292)	(1,094,834)	(1,097,195)	(1,106,461)
Administrative expense	(60,616)	(62,174)	(128,202)	(64,400)	(62,854)
Net Change in Plan Fiduciary Net Position	1,817,016	(5,231,669)	5,265,596	2,006,565	523,990
Plan Fiduciary Net Position, Beginning of Fiscal Year	29,116,226	34,347,895	29,082,299	27,075,734	26,551,744
Plan Fiduciary Net Position, End of Fiscal Year (b)	\$ 30,933,242	\$ 29,116,226	\$ 34,347,895	\$ 29,082,299	\$ 27,075,734
Net Pension Liability (Asset), End of Fiscal Year [(a)-(b)]	\$ (1,090,754)	\$ 1,039,751	\$ (5,000,212)	\$ (747,394)	\$ 1,826,809
Plan Fiduciary Net Position as a					
Percentage of Total Pension Liability (Asset)	103.7%	96.6%	117.0%	102.6%	93.7%
Covered Payroll	\$ 1,881,211	\$ 1,999,311	\$ 1,915,795	\$ 1,843,880	\$ 1,793,426
Net Pension Liability (Asset) as a Percentage of Covered Payroll	(58.0)%	52.0%	(261.0)%	(40.5)%	101.9%

Notes to Schedule:

Effective June 30, 2010, the General Employees Pension Plan was closed to new members and current employees were given the option to remain in the Plan or join the Florida Retirement System (FRS). A total of 38 active participants of the General Employees Pension Plan elected to join FRS and the remaining participants stayed in the Village plan. New employees hired after June 30, 2010 are required to join FRS.

This schedule is presented as required by accounting principles generally accepted in the United States of America.

2018	2017	2016	2015	2014
\$ 371,772	\$ 364,562	\$ 339,321	\$ 366,097	\$ 366,898
1,728,787	1,685,440	1,583,402	1,572,611	1,487,114
(205,918)	(325,072)	(429,411)	(930,661)	(498,125)
866,043	777,414	2,358,552	--	1,199,760
(1,004,991)	(950,966)	(877,324)	(811,678)	(708,034)
1,755,693	1,551,378	2,974,540	196,369	1,847,613
25,745,590	24,194,212	21,219,672	21,023,303	19,174,690
\$ 27,501,283	\$ 25,745,590	\$ 24,194,212	\$ 21,219,672	\$ 21,022,303
\$ 862,047	\$ 828,922	\$ 1,088,264	\$ 1,061,229	\$ 1,158,775
59,854	64,047	72,094	80,731	86,400
--	--	--	--	--
2,291,631	2,674,644	2,139,230	(110,389)	1,475,932
(1,004,991)	(950,966)	(877,324)	(811,678)	(708,034)
(63,308)	(63,858)	(66,848)	(58,933)	(44,762)
2,145,233	2,552,789	2,355,416	160,960	1,968,311
24,406,511	21,853,722	19,498,306	19,337,346	17,369,035
\$ 26,551,744	\$ 24,406,511	\$ 21,853,722	\$ 19,498,306	\$ 19,337,346
\$ 949,539	\$ 1,339,079	\$ 2,340,490	\$ 1,721,366	\$ 1,684,957
96.5%	94.8%	90.3%	91.9%	92.0%
\$ 1,995,144	\$ 2,134,889	\$ 2,403,161	\$ 2,691,095	\$ 2,880,000
47.6%	62.7%	97.4%	64.0%	58.5%

VILLAGE OF PALM SPRINGS, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY (ASSET)
AND RELATED RATIOS
POLICE OFFICERS PENSION FUND

September 30, (Measurement Date)	2023	2022	2021	2020	2019
Total Pension Liability					
Service cost	\$ 334,782	\$ 411,452	\$ 500,477	\$ 332,692	\$ 339,484
Interest	2,561,142	2,330,268	2,409,210	2,313,118	2,205,109
Differences between expected and actual experience	714,944	123,716	(603,931)	852,542	(264,614)
Changes of assumptions	--	--	1,891,247	(709,083)	197,669
Benefit payments, including refunds	(2,167,329)	(2,118,739)	(1,062,865)	(1,009,708)	(1,020,976)
Net Change in Total Pension Liability	1,443,539	746,697	3,134,138	1,779,561	1,456,672
Total Pension Liability, Beginning of Fiscal Year	37,982,120	37,235,423	34,101,285	32,321,724	30,865,052
Total Pension Liability, End of Fiscal Year (a)	\$ 39,425,659	\$ 37,982,120	\$ 37,235,423	\$ 34,101,285	\$ 32,321,724
Plan Fiduciary Net Position					
Contributions					
Employer and State	\$ 603,263	\$ 777,422	\$ 665,125	\$ 945,003	\$ 1,576,472
Plan members	73,129	79,142	103,033	109,215	106,132
Net investment income (loss)	3,718,261	(5,564,799)	7,436,354	3,261,422	1,488,942
Benefit payments, including refunds	(2,167,329)	(2,118,739)	(1,062,865)	(1,009,708)	(1,020,976)
Administrative expense	(66,491)	(63,736)	(60,122)	(67,813)	(52,501)
Other	(5,737)	--	--	--	--
Net Change in Plan Fiduciary Net Position	2,155,096	(6,890,710)	7,081,525	3,238,119	2,098,069
Plan Fiduciary Net Position, Beginning of Fiscal Year	35,407,837	42,298,547	35,217,022	31,978,903	29,880,834
Plan Fiduciary Net Position, End of Fiscal Year (b)	\$ 37,562,933	\$ 35,407,837	\$ 42,298,547	\$ 35,217,022	\$ 31,978,903
Net Pension Liability (Asset), End of Fiscal Year [(a)-(b)]	\$ 1,862,726	\$ 2,574,283	\$ (5,063,124)	\$ (1,115,737)	\$ 342,821
Plan Fiduciary Net Position as a					
Percentage of Total Pension Liability (Asset)	95.3%	93.2%	113.6%	103.3%	98.9%
Covered Payroll	\$ 1,108,024	\$ 1,199,124	\$ 1,561,115	\$ 1,654,766	\$ 1,608,072
Net Pension Liability (Asset) as a Percentage of Covered Payroll	168.1%	214.7%	(324.3)%	(67.4)%	21.3%

Notes to Schedule:

Effective October 1, 2009, the Village contracted with Palm Beach County for fire protection and emergency medical services. As a result, the existing Hazardous Employees Pension Plan was renamed the Police Officers Pension Plan and was closed to new Firefighter members and the benefits of current Firefighter members were frozen. Effective June 30, 2010, the Police Officers Pension Plan was closed to new members and current employees were given the option to remain in the Plan or join the Florida Retirement System (FRS). Nine police officers elected to join FRS on July 1, 2010 and the remaining participants stayed in the Village plan. New police officers hired after June 30, 2010 are required to join FRS.

This schedule is presented as required by accounting principles generally accepted in the United States of America.

2018	2017	2016	2015	2014
\$ 403,228	\$ 427,032	\$ 410,669	\$ 360,751	\$ 375,327
2,143,645	2,068,372	1,944,254	1,850,070	1,763,202
(279,697)	216,592	(181,834)	81,981	391,759
124,812	80,318	76,322	--	--
(965,600)	(938,667)	(888,548)	(878,850)	(1,443,990)
1,426,388	1,853,647	1,360,863	1,413,952	1,086,298
29,438,664	27,585,017	26,224,154	24,810,202	23,723,904
\$ 30,865,052	\$ 29,438,664	\$ 27,585,017	\$ 26,224,154	\$ 24,810,202
\$ 1,552,848	\$ 1,543,986	\$ 1,540,740	\$ 1,499,908	\$ 1,424,890
103,813	116,150	123,992	117,695	122,123
2,581,251	2,938,837	1,940,467	(41,414)	1,958,170
(965,600)	(938,667)	(888,548)	(878,850)	(1,443,990)
(64,481)	(55,453)	(64,671)	(51,394)	(42,200)
--	--	--	--	--
3,207,831	3,604,853	2,651,980	645,945	2,018,993
26,673,003	23,068,150	20,416,170	19,770,225	17,751,232
\$ 29,880,834	\$ 26,673,003	\$ 23,068,150	\$ 20,416,170	\$ 19,770,225
\$ 984,218	\$ 2,765,661	\$ 4,516,867	\$ 5,807,984	\$ 5,039,977
96.8%	90.6%	83.6%	77.9%	79.7%
\$ 1,572,925	\$ 1,759,837	\$ 1,878,665	\$ 1,783,252	\$ 1,850,346
62.6%	157.2%	240.4%	325.7%	272.4%

VILLAGE OF PALM SPRINGS, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF VILLAGE CONTRIBUTIONS - PENSION TRUST FUNDS

General Employees Pension Fund

September 30,	2023	2022	2021	2020	2019	2018
Actuarially determined contribution	\$ 514,342	\$ 429,329	\$ 928,740	\$ 887,452	\$ 809,354	\$ 801,394
Contributions in relation to actuarially determined contribution	570,220	703,494	1,057,688	933,633	831,216	862,047
Contribution Deficiency (Excess)	\$ (55,878)	\$ (274,165)	\$ (128,948)	\$ (46,181)	\$ (21,862)	\$ (60,653)
Covered Payroll	\$ 1,881,211	\$ 1,999,311	\$ 1,915,795	\$ 1,843,880	\$ 1,793,426	\$ 1,995,144
Contributions as a Percentage of Covered Payroll	30.3%	35.2%	55.2%	50.6%	46.3%	43.2%

Police Officers Pension Fund

September 30,	2023	2022	2021	2020	2019	2018
Actuarially determined contribution	\$ 477,253	\$ 666,528	\$ 458,891	\$ 758,756	\$ 1,029,719	\$ 1,235,835
Contributions in relation to actuarially determined contribution	603,263	777,422	665,125	945,003	1,576,472	1,552,848
Contribution Deficiency (Excess)	\$ (126,010)	\$ (110,894)	\$ (206,234)	\$ (186,247)	\$ (546,753)	\$ (317,013)
Covered Payroll	\$ 1,108,024	\$ 1,199,124	\$ 1,561,115	\$ 1,654,766	\$ 1,608,072	\$ 1,572,925
Contributions as a Percentage of Covered Payroll	54.4%	64.8%	42.6%	57.1%	98.0%	98.7%

Notes to Schedule:

Actuarially determined contribution rates are calculated as of October 1, 2021, which provides the actuarially determined contribution for the fiscal year ended September 30, 2023.

	General Employees	Police Officers
Valuation date:	10/1/2021	10/1/2021

Significant methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal	Entry Age Normal
Amortization method	Level Dollar, Closed	Level Percent of Payroll, Closed
Amortization period:		
Gains and losses	5 years	15 years
Assumption, method and plan changes	5 years	15 years
Asset valuation method	5-Year Smoothed	4-Year Smoothed
Inflation, per year	2.00%	2.50%
Salary increases (with inflation), per year	4.6% - 8.3%	4.5% - 5.5%
Investment rate of return	6.00%	6.75%
Cost of living adjustments	3.0%	3.0%
Retirement age	Age 62 with 5 years service	Experience-based rates specific to eligibility
Mortality	PubG.H-2010(B)	PUB-2010 Headcount Weighted

This schedule is presented as required by accounting principles generally accepted in the United States of America.

2017	2016	2015	2014
\$ 777,969	\$ 948,927	\$ 963,970	\$ 1,017,458
828,922	1,088,264	1,061,229	1,158,775
\$ (50,953)	\$ (139,337)	\$ (97,259)	\$ (141,317)
\$ 2,134,889	\$ 2,403,161	\$ 2,691,095	\$ 2,880,000
38.8%	45.3%	39.4%	40.2%

2017	2016	2015	2014
\$ 1,284,202	\$ 1,341,587	\$ 1,455,934	\$ 1,421,664
1,543,986	1,540,740	1,499,908	1,424,890
\$ (259,784)	\$ (199,153)	\$ (43,974)	\$ (3,226)
\$ 1,759,837	\$ 1,878,665	\$ 1,783,252	\$ 1,850,346
87.7%	82.0%	84.1%	77.0%

VILLAGE OF PALM SPRINGS, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE VILLAGE'S PROPORTIONATE SHARE
OF THE NET PENSION LIABILITY
FLORIDA RETIREMENT SYSTEM PENSION PLAN

June 30th,	2023	2022	2021	2020	2019
Village's proportion of the net pension liability	0.02755%	0.02498%	0.02330%	0.02389%	0.02507%
Village's proportionate share of the net pension liability	\$ 10,979,346	\$ 9,295,994	\$ 1,760,243	\$ 10,354,989	\$ 8,634,342
Village's covered payroll	\$ 9,715,611	\$ 8,091,992	\$ 7,755,670	\$ 7,506,842	\$ 7,035,255
Village's proportionate share of the net pension liability as a percentage of Village covered payroll	113.0%	114.9%	22.7%	137.9%	122.7%
Plan fiduciary net position as a percentage of the total pension liability	82.4%	82.9%	96.4%	78.8%	82.6%

SCHEDULE OF THE VILLAGE'S CONTRIBUTIONS
FLORIDA RETIREMENT SYSTEM PENSION PLAN

September 30th,	2023	2022	2021	2020	2019
Contractually required Village contribution	\$ 1,417,183	\$ 1,127,639	\$ 932,724	\$ 800,120	\$ 799,161
Contributions in relation to the contractually required Village contribution	1,417,183	1,127,639	932,724	800,120	799,161
Contribution deficiency (excess)	\$ --	\$ --	\$ --	\$ --	\$ --
Village covered payroll	\$ 10,143,963	\$ 8,334,264	\$ 7,910,743	\$ 7,525,485	\$ 7,248,956
Contributions as a percentage of Village covered payroll	14.0%	13.5%	11.8%	10.6%	11.0%

This schedule is presented as required by accounting principles generally accepted in the United States of America.

2018	2017	2016	2015	2014
0.02345%	0.02335%	0.02208%	0.01871%	0.01658%
\$ 7,064,764	\$ 6,905,580	\$ 5,574,897	\$ 2,416,813	\$ 1,011,427
\$ 6,322,362	\$ 6,039,789	\$ 5,488,748	\$ 4,800,805	\$ 4,411,337
111.7%	114.3%	101.6%	50.3%	22.93%
84.3%	83.9%	84.9%	92.0%	96.1%

2018	2017	2016	2015	2014
\$ 682,850	\$ 617,847	\$ 568,454	\$ 474,857	\$ 363,102
682,850	617,847	568,454	474,857	363,102
\$ --	\$ --	\$ --	\$ --	\$ --
\$ 6,401,551	\$ 6,250,249	\$ 5,586,304	\$ 4,952,601	\$ 4,412,822
10.7%	9.9%	10.2%	9.6%	8.2%

VILLAGE OF PALM SPRINGS, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE VILLAGE'S PROPORTIONATE SHARE
OF THE NET PENSION LIABILITY
RETIREE HEALTH INSURANCE SUBSIDY PROGRAM

June 30th,	2023	2022	2021	2020	2019
Village's proportion of the net pension liability	0.02470%	0.02337%	0.02203%	0.02168%	0.02103%
Village's proportionate share of the net pension liability	\$ 3,921,926	\$ 2,475,767	\$ 2,702,347	\$ 2,647,593	\$ 2,353,345
Village's covered payroll	\$ 9,715,611	\$ 8,091,992	\$ 7,755,670	\$ 7,506,842	\$ 7,035,255
Village's proportionate share of the net pension liability as a percentage of Village covered payroll	40.4%	30.6%	34.8%	35.3%	33.5%
Plan fiduciary net position as a percentage of the total pension liability	4.1%	4.8%	3.6%	3.0%	2.6%

SCHEDULE OF THE VILLAGE'S CONTRIBUTIONS
RETIREE HEALTH INSURANCE SUBSIDY PROGRAM

September 30th,	2023	2022	2021	2020	2019
Contractually required Village contribution	\$ 177,318	\$ 146,656	\$ 132,070	\$ 125,265	\$ 120,348
Contributions in relation to the contractually required Village contribution	177,318	146,656	132,070	125,265	120,348
Contribution deficiency (excess)	\$ --	\$ --	\$ --	\$ --	\$ --
Village covered payroll	\$ 10,143,963	\$ 8,334,264	\$ 7,910,743	\$ 7,525,485	\$ 7,248,956
Contributions as a percentage of Village covered payroll	1.7%	1.8%	1.7%	1.7%	1.7%

This schedule is presented as required by accounting principles generally accepted in the United States of America.

2018	2017	2016	2015	2014
0.01938%	0.01902%	0.01783%	0.01594%	0.01446%
\$ 2,051,623	\$ 2,034,112	\$ 2,078,426	\$ 1,625,362	\$ 1,351,759
\$ 6,322,362	\$ 6,039,789	\$ 5,488,748	\$ 6,039,789	\$ 4,411,337
32.5%	33.7%	37.9%	26.9%	30.64%
2.1%	1.6%	1.0%	0.5%	1.0%

2018	2017	2016	2015	2014
\$ 106,426	\$ 101,046	\$ 95,521	\$ 60,923	\$ 49,525
106,426	101,046	95,521	60,923	49,525
\$ --	\$ --	\$ --	\$ --	\$ --
\$ 6,401,551	\$ 6,250,249	\$ 5,586,304	\$ 4,952,601	\$ 4,412,822
1.7%	1.6%	1.7%	1.2%	1.1%

VILLAGE OF PALM SPRINGS, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF INVESTMENT RETURNS - PENSION TRUST FUNDS

Fiscal Year Ended September 30,	Annual money-weighted rate of return, net of investment expenses	
	General Employees Pension Fund	Police Officers Pension Fund
2023	5.75 %	6.10 %
2022	5.75 %	6.10 %
2021	5.86 %	6.10 %
2020	5.86 %	10.05 %
2019	2.86 %	4.84 %
2018	9.18 %	9.56 %
2017	11.99 %	12.51 %
2016	10.53 %	9.24 %
2015	(.87)%	(.47)%
2014	8.25 %	11.04 %

Note to Schedule:

The money-weighted rate of return considers the changing amounts estimated as invested during a period and weights the amount of pension plan investments by the proportion of time they are available to earn a return during that period. Cash flows are estimated on a monthly basis and are assumed to occur at the beginning of each month. Cash inflows are netted with cash outflows, resulting in a net cash flow in each month. The money-weighted rate of return is calculated net of investment expenses.

This schedule is presented as required by accounting principles generally accepted in the United States of America.

VILLAGE OF PALM SPRINGS, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS

September 30, (Report Date)	2023	2022	2021	2020	2019	2018
Total OPEB Liability						
Service cost	\$ 46,099	\$ 66,483	\$ 28,412	\$ 24,075	\$ 25,178	\$ 23,702
Interest	37,846	12,960	18,941	16,602	16,054	15,113
Differences between expected and actual experience	34,913	353,518	--	(3,180)	--	2,109
Changes of assumptions	(7,186)	(204,764)	--	88,007	--	--
Benefit payments	(40,395)	(40,395)	--	(21,563)	(15,519)	(14,609)
Net Change in Total OPEB Liability	71,277	187,802	47,353	103,941	25,713	26,315
Total OPEB Liability, Beginning of Fiscal Year	813,614	625,812	578,459	474,518	448,805	422,490
Total OPEB Liability, End of Fiscal Year	\$ 884,891	\$ 813,614	\$ 625,812	\$ 578,459	\$ 474,518	\$ 448,805
Village Covered Employee Payroll	\$ 13,239,074	\$ 12,766,420	\$ 10,515,039	\$ 10,382,123	\$ 9,984,483	\$ 9,399,015
Total OPEB Liability as a Percentage of Village Covered Employee Payroll						
Covered Employee Payroll	6.7%	6.4%	6.0%	5.6%	4.8%	4.8%

Notes to Schedule:

Information prior to adoption of GASB Statement No. 75 in fiscal year 2018 is not available.

The plan is funded on a pay-as-you-go basis and is not administered as a formal qualifying trust. There were no plan assets as of the date of the most recent valuation. Since there are currently no invested plan assets held in trust to finance the OPEB liability, the discount rate is the long-term rate of return on tax-exempt, high quality municipal bonds based on the Standard & Poors Municipal Bond 20-year High Grade Rate Index.

Actuarial Assumption Changes

Discount rate - 2023	4.87%
Discount rate - 2022	4.77%
Discount rate - 2020 and 2021	2.14%
Discount rate - 2019 and 2018	3.64%

This schedule is presented as required by accounting principles generally accepted in the United States of America; however, until a full 10-year trend is compiled, information is presented for those years available.

**COMBINING FUND FINANCIAL STATEMENTS AND
DEBT SCHEDULES**

NONMAJOR GOVERNMENTAL FUND

Special Revenue Fund – Special revenue funds are used to account for specific revenues that are restricted to expenditure for particular purposes. The special revenue funds used by the Village are:

Law Enforcement Fund – Accounts for proceeds from law enforcement forfeitures that are legally restricted to expenditures for law enforcement purposes.

Lake Worth Road CRA – Accounts for a Village agency which uses tax-increment financing to encourage development and the resources accumulated therein are restricted to those activities. This district relates to the Palm Springs CRA.

Congress Ave CRA – Accounts for a Village agency which uses tax-increment financing to encourage development and the resources accumulated therein are restricted to those activities. This district relates to the Palm Springs CRA.

Debt Service Fund – Debt service funds are used to account for assets held for the repayment of principal and interest on general obligation debt.

VILLAGE OF PALM SPRINGS, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023

	Special Revenue				Total Nonmajor Governmental Funds
	Law Enforcement Fund	Lake Worth Road CRA	Congress Ave CRA	Debt Service Fund	
Assets					
Cash and cash equivalents	\$ 87,724	\$ 256,295	\$ 254,130	\$ 265,781	\$ 863,930
Total Assets	\$ 87,724	\$ 256,295	\$ 254,130	\$ 265,781	\$ 863,930
Liabilities					
Accounts payable	\$ 21	\$ 1,190	\$ 1,182	\$ 126	\$ 2,519
Total Liabilities	21	1,190	1,182	126	2,519
Fund Balances					
Restricted for:					
Law enforcement	87,703	--	--	--	87,703
Lake Worth Road CRA	--	255,105	--	--	255,105
Congress Ave CRA	--	--	252,948	--	252,948
Debt service	--	--	--	265,655	265,655
Total Fund Balances	87,703	255,105	252,948	265,655	861,411
Total Liabilities and Fund Balances	\$ 87,724	\$ 256,295	\$ 254,130	\$ 265,781	\$ 863,930

VILLAGE OF PALM SPRINGS, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Special Revenue				Total Nonmajor
	Law Enforcement Fund	Lake Worth Road CRA	Congress Ave CRA	Debt Service Fund	Governmental Funds
Revenues					
Taxes	\$ --	\$ 117,362	\$ 96,023	\$ 428,834	\$ 642,219
Investment income	1,776	5,703	5,226	10,204	22,909
Confiscated property	741	--	--	--	741
Miscellaneous	3,555	--	--	--	3,555
Total Revenues	6,072	123,065	101,249	439,038	669,424
Expenditures					
Current:					
Economic environment	--	73,136	131,074	--	204,210
Debt service:					
Principal	--	--	--	328,065	328,065
Interest and other fiscal charges	--	--	--	97,991	97,991
Total Expenditures	--	73,136	131,074	426,056	630,266
Excess (Deficiency) of Revenues over Expenditures	6,072	49,929	(29,825)	12,982	39,158
Other Financing Sources					
Transfers in	--	244,559	176,757	--	421,316
Change in Fund Balances	6,072	294,488	146,932	12,982	460,474
Fund Balances - Beginning of Year	81,631	(39,383)	106,016	252,673	400,937
Fund Balances - End of Year	\$ 87,703	\$ 255,105	\$ 252,948	\$ 265,655	\$ 861,411

VILLAGE OF PALM SPRINGS, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND
BALANCE - BUDGET AND ACTUAL - PALM SPRINGS CRA
FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Ad valorem taxes	\$ 213,385	\$ 213,385	\$ 213,385	\$ --
Investment income	--	--	10,929	10,929
Total Revenues	213,385	213,385	224,314	10,929
Expenditures				
Economic environment:				
Operating	2,224,826	2,330,842	204,210	2,126,632
Capital outlay	80,000	80,000	--	80,000
Non-operating	148,636	148,636	--	148,636
Total Expenditures	2,453,462	2,559,478	204,210	2,355,268
Excess (Deficiency) of Revenues over Expenditures	(2,240,077)	(2,346,093)	20,104	2,366,197
Other Financing Sources				
Transfer in	2,240,077	2,240,077	421,316	(1,818,761)
Appropriation of prior year's fund balance	--	106,016	--	(106,016)
Total Other Financing Sources	2,240,077	2,346,093	421,316	(1,924,777)
Net Change in Fund Balance	\$ --	\$ --	441,420	\$ 441,420
Fund Balance - Beginning			66,633	
Fund Balance - Ending			\$ 508,053	

Note: The Palm Springs CRA is inclusive of the 2 districts: (1) Lake Worth Road CRA Fund and (2) Congress Ave CRA Fund.

FIDUCIARY FUNDS

General Employee Pension Fund – The general employees pension fund is used to account for the defined benefit pension plan for the general employees of the Village.

Police Officers Pension Fund – The police officers pension fund is used to account for the defined benefit pension plan for the police officers of the Village.

VILLAGE OF PALM SPRINGS, FLORIDA
COMBINING STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2023

	General Employees Pension Fund	Police Officers Pension Fund	Total Pension Funds
Assets			
Cash and cash equivalents	\$ 1,471,772	\$ 564,732	\$ 2,036,504
Receivables:			
Interest and dividends	41,522	35,038	76,560
Investments:			
U.S. Treasury securities	2,560,078	2,458,654	5,018,732
Mortgage and asset-backed securities	3,716,107	3,905,791	7,621,898
Domestic corporate bonds	486,622	380,785	867,407
International fixed income mutual fund	1,217,598	1,450,237	2,667,835
Foreign fixed income	18,413,270	--	18,413,270
Domestic equity securities and mutual fund	--	24,412,165	24,412,165
Real estate investment account	3,050,652	4,388,138	7,438,790
Total investments	29,444,327	36,995,770	66,440,097
Total Assets	30,957,621	37,595,540	68,553,161
Liabilities			
Accounts payable	24,379	32,608	56,987
Total Liabilities	24,379	32,608	56,987
Net Position Restricted for Pension Benefits	\$ 30,933,242	\$ 37,562,932	\$ 68,496,174

VILLAGE OF PALM SPRINGS, FLORIDA
COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	General Employees Pension Fund	Police Officers Pension Fund	Total Pension Funds
Additions			
Contributions			
Employer	\$ 570,220	\$ 380,156	\$ 950,376
Plan members	56,436	73,129	129,565
State of Florida	--	223,107	223,107
Total Contributions	626,656	676,392	1,303,048
Investment Income			
Interest	256,624	207,336	463,960
Dividends	425,380	967,009	1,392,389
Net appreciation in fair value of investments	1,710,502	2,583,322	4,293,824
Total Investment Income:	2,392,506	3,757,667	6,150,173
Less: Investment expenses	(35,369)	(30,543)	(65,912)
Net Investment Income	2,357,137	3,727,124	6,084,261
Total Additions	2,983,793	4,403,516	7,387,309
Deductions			
Administration expenses	71,466	75,355	146,821
Benefits paid	1,095,311	2,167,329	3,262,640
Total Deductions	1,166,777	2,242,684	3,409,461
Change in Plan Net Position	1,817,016	2,160,832	3,977,848
Net Position Restricted for Pension Benefits			
Beginning of Year	29,116,226	35,402,100	64,518,326
End of Year	\$ 30,933,242	\$ 37,562,932	\$ 68,496,174

SCHEDULES OF LONG-TERM DEBT TO MATURITY

VILLAGE OF PALM SPRINGS, FLORIDA
COMBINING SCHEDULE OF DEBT SERVICE REQUIREMENTS
(PRINCIPAL AND INTEREST) TO MATURITY
SEPTEMBER 30, 2023

Fiscal Year Ending September 30,	Governmental		Business-type		Total
	Activities		Activities		
	General Obligation		Promissory Note		
	Note Payable		Payable		
2024	\$	424,358	\$	942,237	\$ 1,366,595
2025		422,618		942,237	1,364,855
2026		420,836		942,237	1,363,073
2027		419,011		942,237	1,361,248
2028		417,142		942,237	1,359,379
2029		415,229		942,237	1,357,466
2030		413,271		942,237	1,355,508
2031		411,264		942,237	1,353,501
2032		204,865		942,237	1,147,102
2033		--		942,241	942,241
Total	\$	3,548,594	\$	9,422,374	\$ 12,970,968

VILLAGE OF PALM SPRINGS, FLORIDA**\$6,477,462 GENERAL OBLIGATION NOTE, DATED FEBRUARY 24, 2012**

Fiscal Year Ending 30,	Principal		Interest		Total	Interest Rate
	February 1	August 1	February 1	August 1		
2024	\$ 166,978	\$ 168,974	\$ 45,416	\$ 42,990	\$ 424,358	2.905 %
2025	170,993	173,037	40,536	38,052	422,618	2.905
2026	175,104	177,197	35,539	32,996	420,836	2.905
2027	179,314	181,457	30,422	27,818	419,011	2.905
2028	183,626	185,820	25,182	22,514	417,142	2.905
2029	188,040	190,287	19,817	17,085	415,229	2.905
2030	192,561	194,863	14,322	11,525	413,271	2.905
2031	197,191	199,547	8,695	5,831	411,264	2.905
2032	201,933	--	2,932	--	204,865	2.905
Total	\$ 1,655,740	\$ 1,471,182	\$ 222,861	\$ 198,811	\$ 3,548,594	

VILLAGE OF PALM SPRINGS, FLORIDA**\$14,352,351 WATER AND SEWER PROMISSORY NOTE, DATED APRIL 15, 2013**

Fiscal Year Ending September 30,	Principal		Interest		Total	Interest Rate
	February 1	May 1	November 1	May 1		
2024	\$ 353,090	\$ 358,218	\$ 118,029	\$ 112,900	\$ 942,237	2.905 %
2025	363,421	368,699	107,698	102,419	942,237	2.905
2026	374,054	379,487	97,064	91,632	942,237	2.905
2027	384,998	390,590	86,120	80,529	942,237	2.905
2028	396,263	402,018	74,856	69,100	942,237	2.905
2029	407,857	413,780	63,262	57,338	942,237	2.905
2030	419,790	425,887	51,328	45,232	942,237	2.905
2031	432,073	438,348	39,046	32,770	942,237	2.905
2032	444,714	451,173	26,404	19,946	942,237	2.905
2033	457,726	464,378	13,392	6,745	942,241	2.905
Total	\$ 4,033,986	\$ 4,092,578	\$ 677,199	\$ 618,611	\$ 9,422,374	

STATISTICAL SECTION

STATISTICAL SECTION

TABLE OF CONTENTS

This part of the Village of Palm Springs' annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Village of Palm Springs' overall financial health.

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Financial Trends.....	124-136
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These schedules contain trend information to help the reader understand how the Village of Palm Springs' financial performance and well-being have changed over time.

Revenue Capacity	137-141
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These schedules contain information to help the reader assess the Village of Palm Springs' most significant local revenue sources, the property tax and water and sewer revenue.

Debt Capacity.....	142-145
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These schedules present information to help the reader assess the affordability of the Village of Palm Springs' current levels of outstanding debt and the Village of Palm Springs' ability to issue additional debt in the future.

Demographic and Economic Information.....	146-147
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These schedules offer demographic and economic indicators to help the reader understand the environment within which the Village of Palm Springs' financial activities take place.

Operating Information	148-153
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These schedules contain service and infrastructure data to help the reader understand how the information in the Village of Palm Springs' financial report relates to the services the Village of Palm Springs provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

VILLAGE OF PALM SPRINGS, FLORIDA
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	2014	2015	2016	2017
Governmental Activities				
Net investment in capital assets	\$ 8,549,304	\$ 8,975,454	\$ 9,045,692	\$ 9,696,530
Restricted	199,423	220,651	265,623	1,413,016
Unrestricted (deficit)	<u>5,896,704</u>	<u>(1,336,279)</u>	<u>128,127</u>	<u>724,425</u>
Total Governmental Activities Net Position	<u>\$ 14,645,431</u>	<u>\$ 7,859,826</u>	<u>\$ 9,439,442</u>	<u>\$ 11,833,971</u>
Business-type Activities				
Net investment in capital assets	\$ 33,752,308	\$ 36,619,254	\$ 35,225,407	\$ 34,619,498
Restricted	--	--	--	--
Unrestricted	<u>12,361,298</u>	<u>11,936,786</u>	<u>18,310,727</u>	<u>23,050,351</u>
Total Business-type Activities Net Position	<u>\$ 46,113,606</u>	<u>\$ 48,556,040</u>	<u>\$ 53,536,134</u>	<u>\$ 57,669,849</u>
Primary government				
Net investment in capital assets	\$ 42,301,612	\$ 45,594,708	\$ 44,271,100	\$ 44,316,028
Restricted	199,423	220,651	265,622	1,413,016
Unrestricted	<u>18,258,002</u>	<u>10,600,507</u>	<u>18,438,854</u>	<u>23,774,776</u>
Total Primary Government Net Position	<u>\$ 60,759,037</u>	<u>\$ 56,415,866</u>	<u>\$ 62,975,576</u>	<u>\$ 69,503,820</u>

Note: GASB Statement No. 68 was adopted for 2015 resulting in the reduction of unrestricted net position by approximately \$11 million for net pension liabilities of the Village's defined benefit pension plans.

<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
\$ 10,168,421	\$ 12,007,314	\$ 14,490,482	\$ 15,376,403	\$ 15,677,381	\$ 16,791,304
2,694,732	3,790,452	4,476,498	13,909,949	8,340,259	11,893,209
<u>3,340,999</u>	<u>4,593,586</u>	<u>5,442,274</u>	<u>1,565,541</u>	<u>12,907,822</u>	<u>14,244,367</u>
<u>\$ 16,204,152</u>	<u>\$ 20,391,352</u>	<u>\$ 24,409,254</u>	<u>\$ 30,851,893</u>	<u>\$ 36,925,462</u>	<u>\$ 42,928,880</u>
\$ 35,346,033	\$ 36,936,597	\$ 37,408,106	\$ 37,241,000	\$ 39,309,778	\$ 42,673,893
--	--	--	2,341,869	--	486,913
<u>26,410,896</u>	<u>29,391,851</u>	<u>32,816,459</u>	<u>35,918,194</u>	<u>41,504,677</u>	<u>44,014,722</u>
<u>\$ 61,756,929</u>	<u>\$ 66,328,448</u>	<u>\$ 70,224,565</u>	<u>\$ 75,501,063</u>	<u>\$ 80,814,455</u>	<u>\$ 87,175,528</u>
\$ 45,514,454	\$ 48,943,911	\$ 51,898,588	\$ 52,617,403	\$ 54,987,159	\$ 59,465,197
2,694,732	3,790,452	4,476,498	16,251,818	8,340,259	12,380,122
<u>29,751,895</u>	<u>33,985,437</u>	<u>38,258,733</u>	<u>37,483,735</u>	<u>54,412,499</u>	<u>58,259,089</u>
<u>\$ 77,961,081</u>	<u>\$ 86,719,800</u>	<u>\$ 94,633,819</u>	<u>\$ 106,352,956</u>	<u>\$ 117,739,917</u>	<u>\$ 130,104,408</u>

VILLAGE OF PALM SPRINGS, FLORIDA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	2014	2015	2016
Expenses			
Governmental activities:			
General government	\$ 1,934,046	\$ 1,926,924	\$ 2,066,477
Public safety	7,743,529	7,519,632	8,503,036
Physical environment	942,471	936,986	966,071
Transportation	1,258,994	1,278,825	1,703,726
Economic environment	--	--	--
Culture/recreation	1,940,040	1,940,121	1,998,486
Interest on long-term debt	143,255	136,871	130,337
Total Governmental Activities Expenses	<u>13,962,335</u>	<u>13,739,359</u>	<u>15,368,133</u>
Business-type activities:			
Water and Sewer Utility	12,031,302	11,916,368	12,980,353
Stormwater Utility	--	--	--
Total Business-type Activities Expenses	<u>12,031,302</u>	<u>11,916,368</u>	<u>12,980,353</u>
Total Primary Government Expenses	<u>25,993,637</u>	<u>25,655,727</u>	<u>28,348,486</u>
Program Revenues			
Governmental activities:			
Charges for services:			
General government	609,849	761,725	595,521
Public safety	908,282	1,410,893	1,297,305
Physical environment	971,312	977,800	1,078,923
Culture/recreation	369,651	406,639	353,494
Operating grants and contributions:			
General government	931	12,789	6,269
Public safety	60,303	200,830	97,117
Physical environment	20,530	15,180	12,553
Transportation	71,833	73,985	76,203
Culture/recreation	20,840	28,194	29,510
Capital grants and contributions:			
General government	20,351	100	27,642
Public safety	25,037	24,453	38,173
Transportation	7,495	--	6,288
Economic environment	--	--	--
Culture/recreation	144,796	231,224	--
Total Governmental Activities Program Revenues	<u>3,231,210</u>	<u>4,143,812</u>	<u>3,618,998</u>
Business-type activities:			
Charges for services:			
Water/Sewer Utility	15,681,023	16,916,445	18,010,253
Stormwater Utility	--	--	--
Operating grants and contributions:			
Water/Sewer Utility	--	--	--
Stormwater	--	--	--
Capital grants and contributions:			
Water and Sewer Utility	1,263,195	928,503	1,479,734
Total Business-type Activities Program Revenues	<u>16,944,218</u>	<u>17,844,948</u>	<u>19,489,987</u>
Total Primary Government Program Revenues	<u>20,175,428</u>	<u>21,988,760</u>	<u>23,108,985</u>
Net (Expense)/Revenue			
Governmental activities	(10,731,125)	(9,595,547)	(11,749,135)
Business-type activities	4,912,916	5,928,580	6,509,634
Total Primary Government Net Expense	<u>\$ (5,818,209)</u>	<u>\$ (3,666,967)</u>	<u>\$ (5,239,501)</u>

2017	2018	2019	2020	2021	2022	2023
\$ 2,294,992	\$ 2,211,693	\$ 2,835,997	\$ 2,879,926	\$ 2,999,956	\$ 3,677,147	\$ 4,136,272
8,797,959	8,839,413	9,970,520	9,446,884	8,375,773	10,186,285	13,121,283
1,119,815	1,067,111	1,075,033	1,173,626	1,317,299	1,456,330	1,586,290
2,214,506	1,787,841	2,093,367	2,201,178	2,126,730	2,414,448	2,853,355
--	--	--	--	63,160	343,657	221,748
1,925,521	1,875,636	1,986,225	1,644,442	1,602,340	2,165,153	2,561,413
123,644	133,395	133,416	124,680	115,737	121,693	102,292
16,476,437	15,915,089	18,094,558	17,470,736	16,600,995	20,364,713	24,582,653
13,870,807	14,465,968	15,383,962	15,595,379	15,044,454	16,155,764	18,947,014
109,848	125,644	87,898	12,885	120	1,092	101,283
13,980,655	14,591,612	15,471,860	15,608,264	15,044,574	16,156,856	19,048,297
30,457,092	30,506,701	33,566,418	33,079,000	31,645,569	36,521,569	43,630,950
640,371	772,038	866,346	938,452	1,138,393	1,141,981	1,302,773
1,335,980	1,492,961	1,997,624	1,055,961	1,589,620	2,462,350	2,347,921
1,090,501	1,109,491	1,133,848	1,147,017	1,157,652	1,180,423	1,574,780
383,402	267,262	285,825	102,789	137,533	187,916	166,587
47,206	7,281	368,408	69,606	57,459	41,191	49,001
70,454	31,083	35,217	38,517	32,822	62,761	82,086
22,208	5,731	2,015	461	--	16,391	--
104,519	107,930	111,168	114,504	117,939	121,476	125,120
26,173	22,159	25,188	17,166	16,528	7,676	12,845
292	9,936	6,993	16,578	59,729	27,644	30,748
--	34,779	30,446	35,840	26,362	47,057	--
148,881	--	97,305	84,103	--	--	--
--	--	--	--	68,307	937,451	1,025,695
--	--	247,522	882,802	307,714	452,362	251,333
3,869,987	3,860,651	5,207,905	4,503,796	4,710,058	6,686,679	6,968,889
19,159,149	19,920,293	20,955,084	21,095,572	21,563,348	22,325,845	23,941,298
366,756	382,799	382,253	519,265	525,456	529,335	524,325
--	--	--	--	--	47,500	--
--	--	--	6,902	70,941	--	--
779,774	544,508	732,102	134,188	663,691	349,074	1,695,706
20,305,679	20,847,600	22,069,439	21,755,927	22,823,436	23,251,754	26,161,329
24,175,666	24,708,251	27,277,344	26,259,723	27,533,494	29,938,433	33,130,218
(12,606,450)	(12,054,438)	(12,886,653)	(12,966,940)	(11,890,937)	(13,678,034)	(17,613,764)
6,325,024	6,255,988	6,597,579	6,147,663	7,778,862	7,094,898	7,113,032
\$ (6,281,426)	\$ (5,798,450)	\$ (6,289,074)	\$ (6,819,277)	\$ (4,112,075)	\$ (6,583,136)	\$ (10,500,732)

VILLAGE OF PALM SPRINGS, FLORIDA
CHANGES IN NET POSITION (CONTINUED)
LAST TEN FISCAL YEARS
ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	2014	2015	2016	2017
General Revenues and Other Changes in Net Position				
Governmental activities:				
Taxes:				
Property taxes	\$ 2,821,713	\$ 2,998,529	\$ 3,548,352	\$ 3,875,182
Utility service taxes	2,344,161	2,434,013	2,756,176	2,701,235
Franchise fees	1,185,784	1,280,301	1,426,438	1,469,041
Sales and use taxes	1,850,102	1,996,947	2,095,247	3,225,861
Business taxes	304,853	309,652	343,981	362,931
Intergovernmental, unrestricted	669,279	783,950	853,427	890,179
Investment revenues	--	5,648	3,933	21,112
Impact fees	--	--	--	--
Sale of capital assets	--	--	--	--
Miscellaneous	29,118	133,277	67,163	76,907
Transfers	<u>1,876,539</u>	<u>1,935,796</u>	<u>2,234,034</u>	<u>2,378,531</u>
Total Governmental Activities	<u>11,081,549</u>	<u>11,878,113</u>	<u>13,328,751</u>	<u>15,000,979</u>
Business-type activities:				
Investment revenues	75,522	129,029	120,205	143,781
Miscellaneous	165,131	259,680	584,289	43,441
Transfers	<u>(1,876,539)</u>	<u>(1,935,796)</u>	<u>(2,234,034)</u>	<u>(2,378,531)</u>
Total Business-type Activities	<u>(1,635,886)</u>	<u>(1,547,087)</u>	<u>(1,529,540)</u>	<u>(2,191,309)</u>
Total Primary Government	<u>9,445,663</u>	<u>10,331,026</u>	<u>11,799,211</u>	<u>12,809,670</u>
Changes in Net Position				
Governmental activities	350,424	2,282,566	1,579,616	2,394,529
Business-type activities	<u>3,277,030</u>	<u>4,381,493</u>	<u>4,980,094</u>	<u>4,133,715</u>
Total Primary Government	<u>\$ 3,627,454</u>	<u>\$ 6,664,059</u>	<u>\$ 6,559,710</u>	<u>\$ 6,528,244</u>

<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
\$ 4,326,702	\$ 4,593,448	\$ 4,905,214	\$ 5,282,944	\$ 5,440,257	\$ 6,105,979
2,746,260	2,782,726	2,790,188	2,900,695	3,044,674	3,368,710
1,523,434	1,547,089	1,505,749	1,564,478	1,831,837	2,083,730
3,984,756	4,055,851	3,792,719	4,375,231	5,214,492	5,887,032
395,733	386,375	394,669	408,662	419,767	402,306
918,574	952,709	851,029	1,015,662	1,327,514	1,567,812
107,903	233,021	110,534	14,685	172,511	1,721,284
--	--	--	24,559	109,732	260,622
--	--	--	--	27,780	--
135,819	107,496	144,641	97,508	162,624	122,811
<u>2,423,338</u>	<u>2,415,138</u>	<u>2,490,099</u>	<u>2,649,152</u>	<u>2,000,415</u>	<u>2,096,896</u>
<u>16,562,519</u>	<u>17,073,853</u>	<u>16,984,842</u>	<u>18,333,576</u>	<u>19,751,603</u>	<u>23,617,182</u>
214,215	326,288	186,550	68,545	160,538	1,304,378
71,805	62,790	52,003	78,243	58,371	40,559
<u>(2,423,338)</u>	<u>(2,415,138)</u>	<u>(2,490,099)</u>	<u>(2,649,152)</u>	<u>(2,000,415)</u>	<u>(2,096,896)</u>
<u>(2,137,318)</u>	<u>(2,026,060)</u>	<u>(2,251,546)</u>	<u>(2,502,364)</u>	<u>(1,781,506)</u>	<u>(751,959)</u>
<u>14,425,201</u>	<u>15,047,793</u>	<u>14,733,296</u>	<u>15,831,212</u>	<u>17,970,097</u>	<u>22,865,223</u>
4,508,081	4,187,200	4,017,902	6,442,639	6,073,569	6,003,418
<u>4,118,670</u>	<u>4,571,519</u>	<u>3,896,117</u>	<u>5,276,498</u>	<u>5,313,392</u>	<u>6,361,073</u>
<u>\$ 8,626,751</u>	<u>\$ 8,758,719</u>	<u>\$ 7,914,019</u>	<u>\$ 11,719,137</u>	<u>\$ 11,386,961</u>	<u>\$ 12,364,491</u>

VILLAGE OF PALM SPRINGS, FLORIDA
GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE
LAST TEN FISCAL YEARS
ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	Property Tax	Utility Service Taxes	Franchise Fees	Sales and Use Taxes ⁽¹⁾	Local Business Taxes ⁽²⁾	Total
2014	\$2,821,713	\$2,344,161	\$1,185,784	\$1,850,102	\$304,853	\$8,506,613
2015	2,998,529	2,434,013	1,280,301	1,996,947	309,652	9,019,442
2016	3,548,352	2,756,176	1,426,438	2,095,247	343,981	10,170,194
2017	3,875,182	2,701,235	1,469,041	3,225,861	362,931	11,634,250
2018	4,326,702	2,746,260	1,523,434	3,984,756	395,733	12,976,885
2019	4,593,448	2,782,726	1,547,089	4,055,851	386,375	13,365,489
2020	4,905,214	2,790,188	1,505,749	3,792,719	394,669	13,388,539
2021	5,282,944	2,900,695	1,564,478	4,375,231	408,662	14,532,010
2022	5,440,257	3,044,674	1,831,837	5,214,492	419,767	15,951,027
2023	6,105,979	3,368,710	2,083,730	5,887,032	402,306	17,847,757

⁽¹⁾ In 2017 the Village began receiving the proceeds of a local option sales tax approved by voters for a 10 year period to finance local infrastructure capital projects.

⁽²⁾ Includes occupational licenses and business permits now considered local business tax.

VILLAGE OF PALM SPRINGS, FLORIDA
FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
MODIFIED ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	2014	2015	2016	2017	2018
General Fund					
Nonspendable:					
Inventory	\$ 25,056	\$ 20,999	\$ 39,648	\$ 69,969	\$ 84,622
Restricted					
Sales tax capital projects	--	--	--	1,141,086	2,419,381
Assigned to:					
Disaster recovery	1,500,000	1,500,000	1,500,000	1,500,000	3,000,000
Capital projects	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
Library	38,407	38,851	38,240	37,488	36,651
Subsequent year's budget	--	--	1,227,384	1,625,101	1,471,258
Unassigned	<u>3,172,150</u>	<u>4,308,087</u>	<u>4,208,075</u>	<u>4,523,176</u>	<u>5,741,431</u>
Total General Fund	<u>\$ 6,235,613</u>	<u>\$ 7,367,937</u>	<u>\$ 8,513,347</u>	<u>\$ 10,396,820</u>	<u>\$ 14,253,343</u>
All Other Governmental Funds					
Restricted for:					
Law enforcement	\$ 67,356	\$ 61,393	\$ 73,907	\$ 51,890	\$ 44,309
Debt service	132,067	159,258	191,716	220,040	231,042
American Rescue Plan	--	--	--	--	--
Palm Springs CRA	--	--	--	--	--
Unassigned	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>
Total All Other Governmental Funds	<u>\$ 199,423</u>	<u>\$ 220,651</u>	<u>\$ 265,623</u>	<u>\$ 271,930</u>	<u>\$ 275,351</u>

<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
\$ 85,456	\$ 70,539	\$ 91,665	\$ 89,863	\$ 96,319
3,488,534	4,712,367	5,819,242	7,809,275	9,843,285
3,000,000	300,000	3,000,000	3,000,000	3,000,000
1,500,000	1,500,000	1,500,000	1,500,000	7,000,000
36,651	--	--	--	--
2,338,399	1,183,000	1,443,578	693,503	1,889,611
<u>6,307,593</u>	<u>8,095,194</u>	<u>9,523,008</u>	<u>13,990,330</u>	<u>11,997,706</u>
<u>\$ 16,756,633</u>	<u>\$ 15,861,100</u>	<u>\$ 21,377,493</u>	<u>\$ 27,082,971</u>	<u>\$ 33,826,921</u>
\$ 54,669	\$ 54,669	\$ 44,670	\$ 81,631	\$ 87,703
247,249	249,462	250,842	252,673	265,655
--	--	--	51,281	584,672
--	--	73,728	145,399	508,053
<u>--</u>	<u>--</u>	<u>--</u>	<u>(78,766)</u>	<u>--</u>
<u>\$ 301,918</u>	<u>\$ 304,131</u>	<u>\$ 369,240</u>	<u>\$ 452,218</u>	<u>\$ 1,446,083</u>

VILLAGE OF PALM SPRINGS, FLORIDA
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
MODIFIED ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	2014	2015	2016	2017	2018
Revenues					
Taxes	\$ 6,656,511	\$ 7,022,495	\$ 7,869,639	\$ 8,499,637	\$ 9,083,377
Permits	370,268	806,590	665,536	690,965	909,219
Intergovernmental	2,783,893	3,204,028	3,261,846	4,597,449	5,176,714
Confiscated property	13,006	16,493	16,785	1,280	2,703
Charges for services	1,791,823	1,878,058	1,914,794	2,021,952	1,940,784
Fines and forfeitures	344,128	485,486	389,492	370,904	431,063
Contributions and donations	10,437	17,917	8,249	14,729	23,378
Investment income	--	5,648	3,933	21,112	107,903
Facility rental	277,394	280,365	288,091	291,873	266,395
Miscellaneous	27,220	137,825	90,042	73,782	149,544
Total Revenues	<u>12,274,680</u>	<u>13,854,905</u>	<u>14,508,407</u>	<u>16,583,683</u>	<u>18,091,080</u>
Expenditures					
General government	1,790,739	1,828,984	1,832,467	1,974,447	1,875,696
Public safety	7,508,307	7,774,189	8,344,900	8,679,630	8,935,301
Physical environment	920,662	936,986	966,071	1,119,815	1,067,111
Transportation	1,152,511	1,201,392	1,549,616	2,009,735	1,607,774
Economic environment	--	--	--	--	--
Culture/recreation	1,756,672	1,876,357	1,841,391	1,674,011	1,568,223
Capital outlay	414,008	644,337	608,924	1,285,469	1,180,940
Debt service					
Principal	264,908	271,279	277,800	284,480	291,319
Interest and other fiscal charges	143,783	137,411	130,890	124,211	131,962
Total Expenditures	<u>13,951,590</u>	<u>14,670,935</u>	<u>15,552,059</u>	<u>17,151,798</u>	<u>16,658,326</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(1,676,910)</u>	<u>(816,030)</u>	<u>(1,043,652)</u>	<u>(568,115)</u>	<u>1,432,754</u>
Other Financing Sources (Uses)					
Proceeds from the sale of capital assets	--	--	--	79,364	3,852
Lease (right-of-use asset) acquired	--	--	--	--	--
Initiation of Financing Lease	--	--	--	--	--
Subscription arrangements issued	--	--	--	--	--
Transfers in	1,876,539	1,935,796	2,234,034	2,378,531	2,423,338
Transfers out	--	--	--	--	--
Total Other Financing Sources (Uses)	<u>1,876,539</u>	<u>1,935,796</u>	<u>2,234,034</u>	<u>2,457,895</u>	<u>2,427,190</u>
Net Change in Fund Balances	<u>\$ 199,629</u>	<u>\$ 1,119,766</u>	<u>\$ 1,190,382</u>	<u>\$ 1,889,780</u>	<u>\$ 3,859,944</u>
Debt Service as a Percentage of Non-Capital Expenditures	3.02%	2.91%	2.73%	2.58%	2.73%

2019	2020	2021	2022	2023
\$ 9,332,450	\$ 9,595,820	\$ 10,225,087	\$ 10,824,519	\$ 12,174,110
1,265,557	617,014	808,381	1,712,304	1,772,609
5,983,674	5,918,164	5,987,404	8,182,678	8,843,227
10,357	--	--	31,882	741
2,400,465	2,142,807	2,596,331	2,689,482	3,106,868
220,837	170,208	327,518	279,918	408,091
36,729	20,602	28,164	45,970	54,851
233,021	110,534	14,685	172,763	1,721,284
274,923	260,495	265,865	322,407	333,080
131,419	105,112	141,047	148,164	74,314
<u>19,889,432</u>	<u>18,940,756</u>	<u>20,394,482</u>	<u>24,410,087</u>	<u>28,489,175</u>
2,370,836	2,592,658	3,074,577	3,429,229	3,571,219
9,725,185	8,992,315	9,052,444	9,482,747	10,167,936
1,075,033	1,173,626	1,317,299	1,456,330	1,586,290
1,903,355	2,055,397	2,170,808	2,252,731	2,546,234
--	--	63,160	343,657	204,210
1,683,120	1,493,489	1,476,280	1,758,484	2,004,560
2,630,253	3,484,721	2,058,602	1,758,633	2,396,280
298,323	305,496	312,841	386,738	429,550
<u>134,138</u>	<u>125,420</u>	<u>116,494</u>	<u>114,105</u>	<u>103,880</u>
<u>19,820,243</u>	<u>20,223,122</u>	<u>19,642,505</u>	<u>20,982,654</u>	<u>23,010,159</u>
<u>69,189</u>	<u>(1,282,366)</u>	<u>751,977</u>	<u>3,427,433</u>	<u>5,479,016</u>
45,530	58,947	20,373	30,306	5,187
--	--	--	35,590	38,755
--	--	--	294,712	--
--	--	--	--	117,961
2,415,138	2,490,099	2,717,733	2,935,026	3,122,591
<u>--</u>	<u>--</u>	<u>(68,581)</u>	<u>(934,611)</u>	<u>(1,025,695)</u>
<u>2,460,668</u>	<u>2,549,046</u>	<u>2,669,525</u>	<u>2,361,023</u>	<u>2,258,799</u>
<u>\$ 2,529,857</u>	<u>\$ 1,266,680</u>	<u>\$ 3,421,502</u>	<u>\$ 5,788,456</u>	<u>\$ 7,737,815</u>
2.52%	2.57%	2.44%	2.61%	2.66%

VILLAGE OF PALM SPRINGS, FLORIDA
GENERAL GOVERNMENTAL TAX REVENUES BY SOURCE
LAST TEN FISCAL YEARS
MODIFIED ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	Property Taxes	Utility Service Taxes	Franchise Fees	Sales Taxes ⁽¹⁾	Business Taxes	Total
2014	\$ 2,821,713	\$ 2,344,161	\$ 1,185,784	\$ 1,460,937	\$ 304,853	\$ 8,117,448
2015	2,998,529	2,434,013	1,280,301	1,588,037	309,652	8,610,532
2016	3,548,352	2,590,541	1,386,765	1,666,296	343,981	9,535,935
2017	3,875,182	2,718,868	1,542,656	2,775,694	362,931	11,275,331
2018	4,326,702	2,763,893	1,597,049	3,539,375	395,733	12,622,752
2019	4,593,448	2,787,134	1,565,493	3,593,496	386,375	12,925,946
2020	4,905,214	2,790,188	1,505,749	3,380,088	394,669	12,975,908
2021	5,282,944	2,900,695	1,564,478	3,947,486	408,662	14,104,265
2022	5,440,257	3,044,674	1,831,837	4,765,126	419,767	15,501,661
2023	6,105,979	3,368,709	2,083,730	5,408,686	402,306	17,369,410

⁽¹⁾ In 2017 the Village began receiving the proceeds of a local option sales tax approved by voters for a 10 year period to finance local infrastructure capital projects.

VILLAGE OF PALM SPRINGS, FLORIDA
ASSESSED VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS

Fiscal Year Ended September 30,	Assessed Values		Total Taxable Assessed Value ⁽¹⁾	Total Direct Village Rate	Estimated Actual Taxable Value ⁽¹⁾
	Real Property	Personal Property			
2014	\$ 579,838,469	\$46,108,599	\$ 625,947,068	4.6117	\$ 658,891,651
2015	630,185,838	49,808,780	679,994,618	4.5620	715,783,808
2016	766,908,222	54,396,561	821,304,783	4.4484	864,531,351
2017	861,187,815	52,677,032	913,864,847	4.3930	961,962,997
2018	1,054,443,560	55,112,685	1,109,556,245	4.0562	1,167,954,409
2019	1,160,721,571	60,657,553	1,221,379,124	3.8777	1,285,662,236
2020	1,255,996,692	68,819,182	1,324,815,874	3.8381	1,394,543,025
2021	1,365,342,503	72,853,251	1,438,195,754	3.8104	1,513,890,267
2022	1,410,052,742	75,122,778	1,485,175,520	3.7994	1,563,342,653
2023	1,594,937,543	83,441,381	1,678,378,924	3.7639	1,766,714,656

⁽¹⁾ The basis of assessed taxable value is approximately one hundred percent (100%) of actual taxable value, which is reduced for allowable exemptions. For each fiscal year ending September 30, property is valued as of January 1st of the preceding calendar year.

Source: Palm Beach County Property Appraiser's Office.

VILLAGE OF PALM SPRINGS, FLORIDA
PROPERTY TAX RATES - DIRECT AND OVERLAPPING GOVERNMENTS
LAST TEN FISCAL YEARS

Fiscal Year Ended September 30,	General Fund	Debt Service	Total Village Millage	School District	Palm Beach County	Palm Beach County Fire Rescue	Special Taxing Districts	Total All
2014	3.9000	0.7117	4.6117	7.5859	4.9853	3.4581	2.2280	22.8690
2015	3.9000	0.6620	4.5620	7.5940	4.9732	3.4581	2.1731	22.7604
2016	3.9000	0.5484	4.4484	7.5120	4.9277	3.4581	2.0974	22.4436
2017	3.9000	0.4930	4.3930	7.0700	4.9142	3.4581	1.9453	21.7806
2018	3.6500	0.4062	4.0562	6.7689	4.9024	3.4581	1.7817	20.9673
2019	3.5000	0.3777	3.8777	6.5720	4.8980	3.4581	1.6920	20.4978
2020	3.5000	0.3381	3.8381	7.1640	4.8500	3.4581	1.6800	20.9902
2021	3.5000	0.3104	3.8104	7.0100	4.8124	3.4581	1.6753	20.7662
2022	3.5000	0.2994	3.7994	6.8750	4.8149	3.4581	1.6386	20.5860
2023	3.5000	0.2639	3.7639	6.5190	4.7439	3.4581	1.5390	20.0239

Tax rate limits	- Ten mills per Florida Statute 200.81 (one mill equals \$1 per \$1,000 of assessed valuation).
Scope of tax rate limit	- No municipality shall levy ad valorem taxes for real and tangible personal property in excess of ten mills of the assessed value, except for special benefits and debt service on obligations issued with the approval of those taxpayers subject to ad valorem taxes.
Taxes assessed	- January 1
Taxes due	- March 31
Taxes delinquent	- April 1
Discount allowed	- 4% November; 3% December; 2% January; 1% February
Penalties for delinquent	- 2.5% after April 1, increase .5% each ten days; maximum 5%
Tax collector	- Palm Beach County
Tax collector's commission	- None

VILLAGE OF PALM SPRINGS, FLORIDA
PRINCIPAL PROPERTY TAX PAYERS
CURRENT YEAR AND NINE YEARS AGO

	2023			
	Taxable Assessed Valuation	Taxes	Rank	Percentage of Total Taxes Levied
Morguard Emerald Apartments LLC	\$ 43,791,935	\$ 164,828	1	2.61 %
Oxygen Holdings LLC	32,649,400	122,889	2	1.95
Coronado Springs LLC	29,105,918	109,552	3	1.73
Florida Power & Light Co	28,238,423	106,287	4	1.68
Phillips Lake Worth	21,003,165	79,054	5	1.25
Regency Centers LP	20,817,443	78,355	6	1.24
Jerjo, Inc	20,016,114	75,339	7	1.19
Woodhaven LLC	16,838,605	63,379	8	1.00
Shoppes of Forest Hill LLC	16,255,058	61,182	9	0.97
Four FLA Shopping Center Prop Ltd	15,379,728	57,888	10	0.92
555 Kirk LLC	--	--	-	-
Equity One, Inc	--	--	-	-
Walmart Stores East LP	--	--	-	-
Portofino Associates, Ltd	--	--	-	-
Advenir at Pines LLC	--	--	-	-
Totals	<u>\$ 244,095,789</u>	<u>\$ 918,752</u>		<u>14.54%</u>

Note: Information obtained from the Palm Beach County Tax Collector.

2014			
Taxable Assessed Valuation	Taxes	Rank	Percentage of Total Taxes Levied
\$ --	\$ --	-	- %
15,991,967	73,750	2	3.03
		-	-
16,597,268	76,542	1	3.15
8,500,000	39,199	7	1.61
		-	-
		-	-
6,768,455	31,214	10	1.28
		-	-
7,800,000	35,971	9	1.48
14,545,926	67,081	3	2.76
12,854,554	59,281	4	2.44
9,728,557	44,865	5	1.85
9,500,000	43,811	6	1.80
7,801,208	35,977	8	1.48
<u>\$ 110,087,935</u>	<u>\$ 507,691</u>		<u>19.08%</u>

VILLAGE OF PALM SPRINGS, FLORIDA
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS

Fiscal Year Ended September 30,	Net Tax Levy ⁽¹⁾	Current Tax Collections	Percent of Levy Collected	Delinquent Tax Collections	Total Property Tax Collections	Collections as a Percent of Current Levy
2014	\$ 2,891,310	\$ 2,942,932	101.79 %	\$ 55,597	\$ 2,998,529	103.71 %
2015	3,105,266	3,535,536	113.86	12,816	3,548,352	114.27
2016	3,626,644	3,850,045	106.16	25,137	3,875,182	106.85
2017	3,998,600	4,321,159	108.07	5,543	4,326,702	108.21
2018	4,501,583	4,324,653	96.07	2,049	4,593,448	102.04
2019	4,737,097	4,567,270	96.41	26,178	4,593,448	96.97
2020	5,085,728	4,897,102	96.29	8,112	4,905,214	96.45
2021	5,480,928	5,265,848	96.08	17,096	5,282,944	96.39
2022	5,625,830	5,435,299	96.61	4,958	5,440,257	96.70
2023	6,318,133	6,092,566	96.43	13,413	6,105,979	96.64

Note: All property taxes are assessed and collected by Palm Beach County without charge to the Village.
Collections are distributed in full as collected.

⁽¹⁾ Tax levy, net of allowance for discounts.

VILLAGE OF PALM SPRINGS, FLORIDA
WATER AND SEWER REVENUE BASE
LAST TEN FISCAL YEARS

Fiscal Year Ended 30,	Water		Number of Active Water Customer Accounts	Wastewater		Number of Active Wastewater Customer Accounts
	Gallons Consumed ⁽¹⁾	Base Rate ⁽²⁾		Gallons Treated ⁽¹⁾	Base Rate ⁽³⁾	
2014	1,387,109	\$ 20.04	12,568	979,943	\$ 32.58	11,069
2015	1,423,793	20.93	12,536	1,001,707	34.03	11,247
2016	1,436,737	21.88	12,588	1,051,102	35.58	11,590
2017	1,560,048	22.85	12,604	1,058,776	37.19	11,653
2018	1,407,411	23.89	12,658	1,112,553	38.86	11,606
2019	1,397,500	24.47	13,569	1,097,192	39.85	12,501
2020	1,496,422	24.47	13,696	1,120,147	39.85	12,597
2021	1,402,821	24.71	13,829	1,117,364	40.24	12,741
2022	1,360,495	25.69	13,852	1,199,952	41.85	12,765
2023	1,400,505	27.79	13,167	1,240,751	45.24	12,225

⁽¹⁾ Gallons are in thousands.

⁽²⁾ The base water rate is for a residential customer located inside the Village incorporated area consuming 4,000 gallons a month.

⁽³⁾ The base wastewater rate is for a residential customer located inside the Village incorporated area using 4,000 gallons a month.

Source: Village of Palm Springs Utility Department.

VILLAGE OF PALM SPRINGS, FLORIDA
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS

Fiscal Year	Governmental Activities				Business-type Activities			Total ⁽¹⁾ Primary Government	Percentage of Personal Income ⁽²⁾	Per Capita
	General Obligation Note Payable	Leases (Right-of-use assets)	Financing Leases	Subscription Arrangements	Water & Sewer Notes Payable	Leases (Right-of-use assets)	Subscription Arrangements			
2014	\$ 5,816,888	\$ --	\$ --	\$ --	\$ 13,799,533	\$ --	\$ --	\$ 19,616,421	3.01 %	\$ 957
2015	5,545,609	--	--	--	13,217,997	--	--	18,763,606	2.69	848
2016	5,267,809	--	--	--	12,622,479	--	--	17,890,288	2.46	803
2017	4,983,329	--	--	--	12,012,643	--	--	16,995,972	2.04	757
2018	4,692,010	--	--	--	11,408,224	--	--	16,100,234	1.94	694
2019	4,393,687	--	--	--	10,775,261	--	--	15,168,948	1.65	652
2020	4,088,191	--	--	--	10,141,450	--	--	14,229,641	1.48	607
2021	3,775,350	--	--	--	9,489,094	--	--	13,264,444	1.41	563
2022	3,454,987	25,564	238,363	--	8,817,652	7,016	--	12,543,582	1.20	526
2023	3,126,922	43,883	180,746	94,529	8,126,564	11,423	15,900	11,599,967	0.96	427

Note: Details about the Village's outstanding debt can be found in the notes to the financial statements. The debt for the business-type activities represents debt for our water treatment plants and wastewater collection and transmission system. These facilities serve our residents, as well as non-residents on our water and sewer utility system.

⁽¹⁾ The Village does not have a legal debt margin.

⁽²⁾ Based on personal income information for Palm Beach County, Florida. Personal income information is not available for the Village.

VILLAGE OF PALM SPRINGS, FLORIDA
RATIOS OF GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS

Fiscal Year	General Obligation Bonded Debt	Less: Amounts Available in Debt Service Fund	Total	Assessed Value of Taxable Property	Percentage of Assessed Value of Taxable Property	Population	Per Capita
2014	\$ --	\$ --	\$ --	\$ 625,947,068	0.00 %	20,497	\$ --
2015	--	--	--	679,994,618	0.00	22,130	--
2016	--	--	--	821,304,783	0.00	22,282	--
2017	--	--	--	913,864,847	0.00	22,458	--
2018	--	--	--	1,109,556,245	0.00	23,193	--
2019	--	--	--	1,221,379,124	0.00	23,250	--
2020	--	--	--	1,324,815,874	0.00	23,448	--
2021	--	--	--	1,438,195,754	0.00	23,560	--
2022	--	--	--	1,485,175,520	0.00	23,867	--
2023	--	--	--	1,678,378,924	0.00	26,904	--

Note: The basis of assessed value is approximately one hundred percent (100%) of actual value. For each fiscal year ending September 30, property is valued as of January 1st of the preceding calendar year.

VILLAGE OF PALM SPRINGS, FLORIDA
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
SEPTEMBER 30, 2023

	Total Outstanding	Percentage Applicable to Village of Palm Springs ⁽¹⁾	Amount Applicable to Village of Palm Springs
Direct:			
Village of Palm Springs	\$ 3,446,080	100.00%	\$ 3,446,080
Overlapping:			
Palm Beach County	16,370,000	0.54%	88,398
Palm Beach County School District	--	0.54%	--
Total overlapping debt	16,370,000		88,398
Total Direct and Overlapping Debt			
Payable from Ad Valorem Taxes			<u>\$ 3,534,478</u>
Estimated population			26,904
Total Direct and Overlapping Debt Per Capita			\$ 131.37

⁽¹⁾ Estimates based on 2023 ratio of assessed taxable values.

Note: The Village of Palm Springs has no legal debt margin.

Source: Finance Department, Village of Palm Springs, Florida
Palm Beach County Property Appraiser
School Board of Palm Beach County

VILLAGE OF PALM SPRINGS, FLORIDA
WATER AND SEWER UTILITY PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS

Fiscal Year Ended September 30,	Gross Revenue*	Operating Expenses**	Revenue Available for Debt Coverage	Current Debt Service	Current Coverage
2014	\$ 17,184,871	\$ 9,053,467	\$ 8,131,404	\$ 909,225	8.94
2015	18,233,657	8,996,708	9,236,949	907,891	10.17
2016	20,194,481	9,828,868	10,365,613	907,891	11.42
2017	20,126,145	10,628,234	9,497,911	907,891	10.46
2018	20,750,821	11,253,134	9,497,687	907,891	10.46
2019	22,076,264	12,244,926	9,831,338	959,410	10.25
2020	21,443,640	12,295,481	9,148,159	942,237	9.71
2021	22,353,835	11,727,646	10,626,189	942,237	11.28
2022	23,021,705	12,878,916	10,142,789	942,237	10.76
2023	26,951,484	14,909,743	12,041,741	942,237	12.78

* Includes investment revenues, miscellaneous revenue and capital contributions.

** Excludes depreciation and amortization expense.

VILLAGE OF PALM SPRINGS, FLORIDA
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS

Fiscal Year	Population ⁽¹⁾	Per Capita Personal Income ⁽²⁾	Estimated Total Personal Income ⁽³⁾	Median Age ⁽²⁾	Education Level in Years of Formal Schooling	School Enrollment ⁽²⁾	Unemployment Rate ⁽²⁾
2014	22,130	\$ 31,481	\$ 696,674,530	43.2	N/A	183,000	5.1
2015	22,282	32,690	728,398,580	44.0	N/A	188,808	4.9
2016	22,458	37,047	832,001,526	37.1	N/A	193,000	4.4
2017	23,193	35,732	828,732,276	44.5	N/A	174,000	3.0
2018	23,250	39,508	918,561,000	44.7	N/A	176,000	2.9
2019	23,448	40,888	958,741,824	44.8	N/A	169,250	7.0
2020	23,560	39,933	940,821,480	44.9	N/A	167,378	5.0
2021	23,867	43,733	1,043,775,511	45.0	N/A	167,560	6.5
2022	23,867	43,733	1,043,775,511	45.0	N/A	167,560	6.5
2023	26,904	44,257	1,190,690,328	45.4	N/A	209,325	2.9

Data Sources:

⁽¹⁾ The population for 2013 through 2022 was obtained from the University of Florida, Bureau of Economic Business Administration.

⁽²⁾ Information provided by the Business Development Board of Palm Beach County. Information is for Palm Beach County, Florida. Information is not available for the Village.

⁽³⁾ Total personal income information estimated based on per capita personal income for Palm Beach County, Florida.

N/A - Not Available.

VILLAGE OF PALM SPRINGS, FLORIDA
PRINCIPAL EMPLOYERS
CURRENT YEAR AND NINE YEARS AGO

Employer	2023 ⁽¹⁾			2014 ⁽¹⁾		
	Employees	Rank	Percentage of Total Village Employment	Employees	Rank	Percentage of Total Village Employment
Palm Beach County School District	22,426	1	N/A	21,499	1	N/A
Palm Beach County	5,753	2	N/A	5,330	3	N/A
Tenet Healthcare Corp.	5,734	3	N/A	6,100	2	N/A
NextEra Energy (formerly FPL)	5,330	4	N/A	3,804	4	N/A
Florida Atlantic University	5,059	5	N/A	2,980	6	N/A
Boca Raton Regional Hospital	3,135	6	N/A	2,250	10	N/A
Veterans Health Administration	2,600	7	N/A	2,700	8	N/A
Hospital Corp of America - HCA	2,419	8	N/A	2,714	7	N/A
The Breakers	2,300	9	N/A	--	--	N/A
Baptist Health South Florida	2,282	10	N/A	--	--	N/A
Bethesda Memorial Hospital	--	--	N/A	2,643	9	N/A
G4S Secure Solutions	--	--	N/A	3,000	5	N/A
Totals	<u>57,038</u>			<u>53,020</u>		

⁽¹⁾ Source: Business Development Board of Palm Beach County. Data is for Palm Beach County, Florida.
Employment information for the Village is not available.

N/A - Not Available.

VILLAGE OF PALM SPRINGS, FLORIDA
FULL-TIME EQUIVALENT VILLAGE GOVERNMENT EMPLOYEES BY FUNCTION
LAST TEN FISCAL YEARS

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
General government	15	15	15.5	15.5	11.5	17.5	18	21.5	19	23
Public safety (a)										
Building official	-	1	1	1	-	-	-	-	-	-
Planning, zoning & building	5	5	6	6	6.5	7	6	6	6	8
Police officers	40	41	42	42	43	38	43	43	39	42
Civilian police	18.5	19.5	19	21	19	25	23.5	21	23	23
Transportation	13	13	12	18	16	19	18	20	21	22
Culture/recreation										
Library	10	10	10.5	10	10.5	9	9	7	9	8.5
Parks & recreation	12.5	13.5	6	7	7.5	6.5	6	6	6	6
Economic Development	-	-	-	-	-	-	-	-	-	1
Water & Sewer Utility	63.5	64	65	59.5	59.5	59.5	60	61	55	55
Stormwater Utility	-	-	-	-	-	-	-	-	-	1
Total	177.5	182.0	177.0	180.0	173.5	181.5	183.5	185.5	178.0	189.5

Sources: Village departments

(a) The Village contracted with Palm Beach County for fire-rescue services effective October 1, 2009.

VILLAGE OF PALM SPRINGS, FLORIDA
OPERATING INDICATORS BY FUNCTION
LAST TEN FISCAL YEARS

Fiscal Year	2014	2015	2016	2017
Function				
Public Safety				
Police				
Physical arrests	964	1,084	1,005	815
Parking violations	15	23	19	38
Traffic violations	6,533	7,143	10,501	5,928
Fire (a)				
Sanitation (b)				
Roads and Streets				
Street resurfacing (miles)	1.2	3.3	3.93	3.1
Pot holes repaired	800	848	973	52
Culture/Recreation				
Library				
Circulation	71,855	59,976	49,159	37,613
Active cardholders	4,019	3,549	3,475	3,245
Reference questions	43,490	41,405	40,945	32,736
Programs offered	430	435	335	360
Program attendance	4,333	3,944	876	9,170
Total library visitors	92,768	86,648	80,498	78,896
Parks and Recreation				
Baseball participants	129	122	80	83
Soccer participants	188	209	165	161
Flag football participants	242	236	234	187
Cheerleading participants	14	--	--	--
Basketball participants	258	236	255	220
Youth athletic participants	831	803	734	651
Adult flag football	168	--	--	--
Camp program participants	452	550	486	394
Travel Club members	230	229	196	115
Special event participants	6,000	6,200	7,380	2,610
Facility rentals	1,250	1,200	1,150	237
Water/Sewer Utility				
Water accounts	12,568	12,536	12,588	12,604
Water customers	20,121	20,140	20,152	20,178
Water main breaks	82	17	4	10
Sewer accounts	11,069	11,247	11,590	11,653
Sewer customers	18,333	18,567	18,921	19,028
Avg daily water consumption (thousands of gallons)	3,800	3,919	3,926	3,960

Sources: Village departments

N/A: Not available.

(a) The Village contracted with Palm Beach County for fire-rescue services effective October 1, 2009.

(b) The Village privatized sanitation operations effective April 1, 2008.

2018	2019	2020	2021	2022	2023
759	543	434	457	517	608
16	15	23	95	146	73
4,153	4,612	5,000	6,392	6,167	9,336
2.1	1.3	1.2	1.32	1.04	1.04
48	35	27	17	20	29
31,175	26,519	13,642	15,913	21,796	27,236
3,262	4,001	6,380	18,682	14,119	6,535
39,272	36,024	17,942	5,386	5,806	9,093
350	242	268	197	354	425
9,329	5,174	6,495	4,227	5,318	10,298
70,553	61,505	31,102	26,035	39,673	35,783
68	52	--	--	--	--
147	101	210	154	--	156
156	156	141	70	15	42
--	--	--	--	--	--
170	162	--	93	72	57
541	471	351	317	87	255
--	--	--	--	--	--
696	892	272	374	597	229
146	119	59	38	55	54
6,085	6,480	3,750	3,000	5,000	6,500
133	157	79	130	710	713
12,658	12,982	13,037	13,089	13,851	13,167
19,985	20,251	20,300	20,413	20,334	20,561
3	--	3	6	5	4
11,606	12,043	12,100	12,152	12,765	12,225
18,770	19,274	19,239	19,332	19,279	19,540
3,627	3,561	3,397	3,843	3,727	3,837

VILLAGE OF PALM SPRINGS, FLORIDA
CAPITAL ASSET STATISTICS BY FUNCTION
LAST TEN FISCAL YEARS

Fiscal Year	2014	2015	2016	2017
Function				
Public Safety				
Police				
Stations	1	1	1	1
Patrol units	58	60	61	61
Fire (a)				
Sanitation (b)				
Garbage trucks	1	1	1	1
Trash trucks	1	1	1	1
Roads and Streets				
Street lights	81	81	81	81
Lane miles	76.19	76.29	78.08	77.76
Culture/Recreation				
Library				
Books	57,802	47,619	51,928	44,420
Leisure Services				
Ballfields - lighted	4	4	4	4
Basketball courts	2	3	3	3
Soccer fields	3	4	4	4
Tennis courts	4	4	4	4
Pickleball courts	-	-	-	-
Futsal courts	-	-	-	-
Volleyball Courts	-	-	-	-
Mini-golf course	1	1	1	1
Outdoor Fitness Areas	-	-	-	-
Parks	9	10	10	10
Water/Sewer Utility				
Water mains (miles)	130	130.11	130.11	135.3
Sanitary sewers (miles)	103.5	105.6	105.6	114.8
Storm sewers (miles)	24.5	25.66	25.66	14.6
Fire hydrants	992	993	993	984
Maximum daily water treatment capacity (thousands of gallons)	10,000	10,000	10,000	10,000

Sources: Village departments

N/A: Not available.

(a) The Village contracted with Palm Beach County for fire-rescue services effective October 1, 2009.

(b) The Village privatized sanitation operations effective April 1, 2008.

2018	2019	2020	2021	2022	2023
1 63	1 64	1 65	1 70	1 73	1 74
1 1	1 1	1 1	1 1	- 1	- 1
81 77.76	81 77.76	82 77.76	82 77.76	82 77.76	82 77.76
53,738	40,878	34,816	34,411	39,854	39,661
4 3 4 4 - - - 1 - 11	4 3 4 4 - - - 1 - 11	4 3 4 2 1 1 - 1 - 12	4 3 4 2 4 1 - 1 - 12	4 3 4 2 2 1 - 1 - 12	2 3 4 2 2 1 2 1 3 10
135.3 114.8 14.6 984	135.3 105.27 14.74 984	135.57 105.82 14.8 993	137.07 107.82 14.8 985	137.07 107.82 14.8 985	139 118 22 993
10,000	10,000	10,000	10,000	10,000	10,000

VILLAGE OF PALM SPRINGS, FLORIDA
SCHEDULE OF INSURANCE IN FORCE
SEPTEMBER 30, 2023

Company	Policy Number	Type of Coverage	Property Covered	Amount of Coverage
FMIT#0459	U711-50850 General & Police	Fiduciary liability	Pension trustees	\$1,000,000
FMIT#0459	PROP DEC 1013 PROP02-1013	Property inland marine	Village property	\$35,831,071
FMIT#0459	SEGL 1013	General liability	Village property	\$1,000,000 \$2,000,000
FMIT#0459	AL 1019 APD 1016	Automobile liability Physical damage	Any Village-Owned vehicles	\$1,000,000 per schedule
FMIT#0459	ECLE1021	Crime	Employee theft, dishonesty, forgery	\$1,000,000
FMIT#0459	CYBER 1022	Breach Response & Cyber Liability	Data & Network	\$1,000,000
FMIT#0459	105185397	Fiduciary bond	Chief Financial Officer	\$1,000,000
FMIT#0459	EO 1009 LE 1007	Professional liability Professional liability	Law enforcement Public officials	\$1,000,000
Hartford Fire Insurance Company	20-GTA-101194	Statutory Accidental Death & Dismemberment	Village employees	\$75,000/ \$225,000
FMIT#0459	WC EL 1015	Workers compensation	Village employees	Florida Statutes
Allied World Assurance Company	0310-3272	Pollution liability	Village property	\$1,000,000/ \$20,000,000

REPORTING SECTION

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

To the Honorable Mayor, Village Council and Village Manager
Village of Palm Springs, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Palm Springs, Florida (the "Village"), as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated March 27, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Village's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we do not express an opinion on the effectiveness of the Village's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Village's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Marcum LLP

West Palm Beach, FL
March 27, 2024

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR THE MAJOR
FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE;
AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
REQUIRED BY THE UNIFORM GUIDANCE**

To the Honorable Mayor, Village Council and Village Manager
Village of Palm Springs, Florida

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited the Village of Palm Springs, Florida (the "Village") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the Village's major federal program for the fiscal year ended September 30, 2023. The Village's major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Village complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the fiscal year ended September 30, 2023.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Village and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Village's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Village's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Village's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Village's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Village's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Village's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village, as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements. We issued our report thereon dated March 27, 2024, which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Marcum LLP

West Palm Beach, FL
March 27, 2024

VILLAGE OF PALM SPRINGS*Schedule of Expenditures and Federal Awards**Fiscal Year Ended September 30, 2023*

Federal Agency, Pass-through Entity Federal Program	ALN	Contract/ Grant No.	Total Expenditures
<u>United States Department of Housing and Urban Development</u>			
Indirect Program:			
Passed through Awards from Palm Beach County, Florida			
Community Development Block Grants/Entitlement Grants (Cluster)	14.218	R-2021-1613	\$ 251,333
Total United States Department of Housing and Urban Development			251,333
<u>United States Department of the Treasury</u>			
Indirect Program:			
Passed through State of Florida - Florida Division of Emergency Management -			
Coronavirus State and Local Fiscal Recovery Funds	21.027	Y5254	812,310
Total United States Department of the Treasury			812,310
Total Expenditures of Federal Awards			\$ 1,063,643

Note: No amounts provided to subrecipients.

See notes to Schedule of Expenditures of Federal Awards.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the “Schedule”) presents the expenditures activity of all federal awards of the Village of Palm Springs, Florida (the “Village”) for the fiscal year ended September 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Village, it is not intended to and does not present the financial position, changes in net position/fund balance or cash flows of the Village.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 – INDIRECT COST RATE

The Village has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

VILLAGE OF PALM SPRINGS, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

SECTION I – SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued on whether the financial statements audited were prepared in accordance with GAAP: *Unmodified Opinion*

Internal control over financial reporting:

Material weakness(es) identified? ☐ Yes ☒ No

Significant deficiency(ies) identified? ☐ Yes ☒ None reported

Non-compliance material to financial statements noted? ☐ Yes ☒ No

Federal Awards

Internal control over major program:

Material weakness(es) identified? ☐ Yes ☒ No

Significant deficiency(ies) identified? ☐ Yes ☒ None reported

Type of auditors' report issued on compliance for major program:

Unmodified Opinion

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?

☐ Yes ☒ No

Identification of Federal Major Program:

ALN

21.027

Federal Program:

Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between Type A and Type B federal programs:

\$750,000

Auditee qualified as low-risk auditee pursuant to the Uniform Guidance?

☐ Yes ☒ No

VILLAGE OF PALM SPRINGS, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

SECTION II – FINANCIAL STATEMENT FINDINGS

None.

SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None.

SECTION IV – SUMMARY SCHEULE OF PRIOR AUDIT FINDINGS

There were no findings reported in the prior fiscal year.

**MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE
AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Honorable Mayor, Village Council and Village Manager
Village of Palm Springs, Florida

Report on the Financial Statements

We have audited the financial statements of the Village of Palm Springs, Florida (the “Village”), as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated March 27, 2024.

Auditors’ Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors’ Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors’ Report on Compliance for the Major Federal Program; Report on Internal Control over Compliance; and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance; Schedule of Findings and Questioned Costs; and Independent Accountants’ Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated March 27, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations made in the prior year audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The Village has made these disclosures in Note 1 of the financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Village has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Village did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Village. It is management's responsibility to monitor the Village's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same. The financial condition assessment was performed as of fiscal year end.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we determined that the special district component unit provided the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that has occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Honorable Mayor, Village Council, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Marcum LLP

West Palm Beach, FL
March 27, 2024

**INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE PURSUANT TO
SECTION 218.415, FLORIDA STATUTES**

To the Honorable Mayor, Village Council and Village Manager
Village of Palm Springs, Florida

We have examined the Village of Palm Springs, Florida (the "Village") compliance with Section 218.415, Florida Statutes, Local Government Investment Policies, for the fiscal year ended September 30, 2023. Management of the Village is responsible for the Village's compliance with the specified requirements. Our responsibility is to express an opinion on the Village's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Village complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Village complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the Village's compliance with specified requirements.

In our opinion, the Village complied, in all material respects, with Section 218.415, Florida Statutes for the fiscal year ended September 30, 2023.

This report is intended to describe our testing of compliance with Section 218.415, Florida Statutes and it is not suitable for any other purpose.

Marcum LLP

West Palm Beach, FL
March 27, 2024



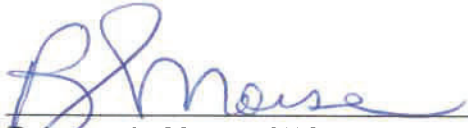
Village of Palm Springs
Department of Finance
226 Cypress Lane, Palm Springs, Fl. 33461-1699

IMPACT FEE AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Rebecca Morse, CFO, who being duly sworn, deposes and says on oath that:

1. I am the Chief Financial Officer of Village of Palm Springs, Florida, which is a local governmental of the State of Florida;
2. The governing body of Village of Palm Springs adopted Ordinance No. 2021-03 on June 10, 2021 implementing an impact fee or authorized the Village of Palm Springs to receive and expend proceeds of an impact fee implemented by Village of Palm Springs; after holding two noticed public workshops on May 13, 2021 and June 10, 2021 to discuss the extent to which extraordinary circumstances necessitate and justify the need for an increase in impact fees; and
3. Village of Palm Springs has complied and, as of the date of this Affidavit, remains in compliance with Section 163.31801, Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.


Rebecca L. Morse, CFO

STATE OF FLORIDA
COUNTY OF PALM BEACH COUNTY

SWORN TO AND SUBSCRIBED before me this 13th day of March, 2024.


NOTARY PUBLIC
Print Name SANDRA L. DELANEY

Personally known _____ or produced identification ☒

Type of identification produced: FLORIDA DRIVER'S LICENSE

My Commission Expires:

5/13/26



Office of the Mayor

Village of Palm Springs, Florida

Proclamation

Whereas, the Village of Palm Springs is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster, and;

Whereas, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians - building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, and others in the construction industry - who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians are dedicated members of the International Code Council, a U.S. based organization, that brings together local, state, and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, worship, play, and;

Whereas, our nation benefits economically and technologically from using the International Codes that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the nation; these modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; and;

Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown guardians of public safety - our local code officials - who assure us of safe, efficient, and livable buildings that are essential to keep America great, and;

Whereas, Building Safety Month 2024 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and;

Whereas, each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Bev Smith, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the month of May 2024 as:

"Building Safety Month"

*In witness whereof I have herunto set my hand
and caused the seal of this city to be affixed*

Mayor *Beverly Smith*

Date *May 9, 2024*



Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, water is our most valuable natural resource; and

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration, and hygiene needs for the quality of life our citizens enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water, or a member of a pipe crew maintaining the infrastructure communities rely on to transport high-quality drinking water from its source to consumers' taps; and

WHEREAS, the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration, and hygiene needs; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS, the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation, and get involved with their water by familiarizing themselves with it.

NOW, THEREFORE, I, Bev Smith, Mayor of the Village of Palm Springs, Florida, do hereby proclaim May 5-11, 2024, as:

"Drinking Water Week"

*In witness whereof I have herunto set my hand
and caused the seal of this city to be affixed*

Mayor *Beverly Smith*

Date *May 9, 2024*



Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, the Congress and President of the United States of America have designated the week of May 12 through May 18, 2024, as "**Police Week**" and May 15, 2024, as "**Peace Officers Memorial Day**"; and,

WHEREAS, Law Enforcement Officers are our guardians of life and property, defenders of the individual right to be free, and dedicated to the preservation of life, liberty, and the pursuit of happiness; and,

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their police department, and know that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and,

WHEREAS, the members of the Palm Springs Police Department play an essential role in safeguarding the rights and freedoms of the citizens and visitors to Palm Springs, and the Village of Palm Springs wishes to honor our warriors in the war against crime for their courage, service, and dedication, and for unceasingly providing a vital public service; and,

WHEREAS, all citizens in this community are urged to honor and show sincere appreciation for the police officers of this Village by deed, remark, and attitude and show thanks to all the police officers who make it possible for us to leave our homes and family in safety each day and to return to our homes knowing they are protected by officers willing to sacrifice their lives, if necessary, to guard against all who would violate the law.

NOW, THEREFORE, I, Bev Smith, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the week of **May 12 through May 18, 2024**, as:

"Police Week in Palm Springs"

and **May 15, 2024** as:

"Peace Officers Memorial Day in Palm Springs"

*In witness whereof I have herunto set my hand
and caused the seal of this city to be affixed*

Mayor *Beverly Smith*

Date *May 9, 2024*



Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of the Village of Palm Spring; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment, and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the Village of Palm Spring to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW, THEREFORE, I, Bev Smith, Mayor of the Village of Palm Springs, do hereby designate the week of May 19–25, 2024, as:

"National Public Works Week"



*In witness whereof I have herunto set my hand
and caused the seal of this city to be affixed*

Mayor **Beverly Smith**

Date **May 9, 2024**



Village of Palm Springs

Executive Brief

AGENDA DATE: May 9, 2024

DEPARTMENT: Police Department

ITEM #12: Purchase Agreement - Portable Radios - Police Department (FY 2024 Budget – Machinery and Equipment and Other Contractual Services - ARPA Funded)

SUMMARY: The Police Department has budgeted \$58,000 to replace ten (10) radios and \$42,000 to encrypt their current radio system for Fiscal Year 2024. The Police Department currently uses sixty-seven (67) Motorola radios, which are divided into two models:

- Motorola APX6000 AN (15 radios); and
- BN (52 radios) models.

The AN model has reached its end of life, and the BN model has about five years left before reaching its end of life.

The staff has researched the ability to replace sixty-five (65) radios and transition to the new Motorola APXN70 model instead of purchasing several new radios annually. The new APXN70 model has a longer life expectancy and provides transmission redundancy, which increases officer safety. The new model can also be remotely programmed by the Palm Beach County Radio Shop, eliminating the costly need to touch each radio to update it physically. The Palm Beach County Radio Shop agreement is attached.

The Florida Department of Management Services (DMS) has an Alternate Source contract with Motorola Solutions Inc. for the desired APXN70 radios (Alternate Contract Source No. 43190000-22-NASPO-ACS for Public Safety Communications Products, Services, and Solutions). Pursuant to Florida Administrative Code Rule 60A-1.001, the Village may purchase from the DMS Alternate Source contract by issuing a purchase order directly to Motorola to purchase from the DMS Alternate Source contract. The full DMS Alternate Source contract with Motorola is attached.

The DMS Alternate Source contract utilizes the competitively sourced State of Washington Master Agreement with Motorola as a basis for its terms, conditions and pricing (after the determination by the Florida Secretary of Management Services that the State of Washington Master Agreement is cost-effective and best value to the State of Florida). The State of Washington Master Agreement is made available to DMS by NASPO ValuePoint, a nonprofit cooperative purchasing program which facilitates public procurement solicitations and agreements using a lead-state model. The NASPO ValuePoint agreement is attached.

The Village's purchasing code authorizes the Village to purchase directly from the DMS Alternate Source contract as a cooperative purchase. See section 58-8 of the Village's Purchase Code.

FISCAL IMPACT:

The proposed purchase of 65 Motorola APXN70 radios, including encryption and all necessary accessories, would be priced at \$527,775.95. The Village will receive \$16,250.00 as a trade-in for the old radios, which brings the purchase cost to \$511,525.95.

The FY 2024 Budget – Machinery and Equipment and Other Contractual Services has some funds available to support this purchase. The remaining funds required to purchase the newer radios will come from the allotted American Rescue Plan Act (ARPA) funds.

ATTACHMENTS:

1. Resolution No. 2024-17 for Cooperative Radio Purchase
2. Exempt Per F.S. Chap 119 Motorola Radio Quote
3. (Radio Shop) PBC Board of County Commissioners Service Agreement 2020-2025 (4)
4. NASPO Motorola Agreement Master Agreement
5. DMS Alternate Source Contract with Motorola Solutions Inc.

RESOLUTION NO. 2024-17

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE COOPERATIVE PURCHASE OF SIXTY-FIVE (65) MOTOROLA APXN70 RADIOS FOR THE POLICE DEPARTMENT THROUGH THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES ALTERNATE SOURCE CONTRACT WITH MOTOROLA SOLUTIONS INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs Police Department currently uses sixty-seven (67) Motorola radios, which are divided into two models: Motorola APX6000 AN (15 radios) and BN (52 radios) models; and

WHEREAS, the AN model has reached its end-of-life, and the BN model has about five (5) years left before reaching its end of life; and

WHEREAS, the Police Department budgeted \$58,000 to replace ten (10) radios and \$42,000 to encrypt their current radio system for Fiscal Year 2024; and

WHEREAS, the Police Department has researched the ability to replace sixty-five (65) radios and transition to the new Motorola APXN70 model instead of purchasing several new radios annually; and

WHEREAS, the new APXN70 model has a longer life expectancy and provides transmission redundancy, which increases officer safety; and

WHEREAS, the new APXN70 model can also be remotely programmed by the Palm Beach County radio shop, eliminating the costly need to touch each radio to update it physically; and

WHEREAS, the Florida Department of Management Services (DMS) has an Alternate Source contract with Motorola Solutions Inc. for the desired APXN70 radios (Alternate Contract Source No. 43190000-22-NASPO-ACS for Public Safety Communications Products, Services, and Solutions); and

WHEREAS, pursuant to Florida Administrative Code Rule 60A-1.001, the Village may purchase from the DMS Alternate Source contract by issuing a purchase order directly issued to Motorola for the purchase from the DMS Alternate Source contract; and

WHEREAS, the DMS Alternate Source contract utilizes the competitively sourced State of Washington Master Agreement with Motorola as a basis for its terms, conditions and pricing (after determination by the Florida Secretary of Management Services that the State of Washington Master Agreement is cost-effective and best value to the State of Florida); and

WHEREAS, the DMS Alternate Source contract with Motorola includes the required State of Florida contract provisions (e.g., public records, public entity crimes prohibition, E-Verify; etc.); and,

WHEREAS, the State of Washington Master Agreement is made available to DMS by NASPO ValuePoint, a nonprofit cooperative purchasing program which facilitates public procurement solicitations and agreements using a lead-state model; and,

WHEREAS, section 58-8 of the Village's Purchase Code, authorizes the Village to make cooperative purchases from cooperative agencies like DMS (and NASPO ValuePoint) with a requirement that the Village Council approve all cooperative purchase which are anticipated to have a value of more than

\$35,000; and

WHEREAS, the proposed cooperative purchase of sixty-five (65) Motorola APXN70 radios, including encryption and all necessary accessories, will cost \$527,775.95 with the Village receiving \$16,250 as trade-in value for the old radios for a total purchase price of \$511,525.95; and

WHEREAS, Village staff believes the total purchase price is a cost-effective measure to provide the Police Department with additional officer safety and an efficient solution to the annual task of radio replacement and costly maintenance services for the older radios; and,

WHEREAS, based on the foregoing, the Village Council has determined that authorizing the cooperative purchase of the APXN70 radios and corresponding service agreement from Motorola based on the DMS Alternate Contract Source (No. 43190000-22-NASPO-ACS for Public Safety Communications Products, Services, and Solutions) is in the best interest of the Village and serves a valid public purpose.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL
OF THE VILLAGE OF PALM SPRINGS, FLORIDA;**

Section 1. The recitals set forth above are incorporated into this Resolution as true findings of fact by the Village Council.

Section 2. The Village of Palm Springs hereby authorizes the cooperative purchase of sixty-five (65) APXN70 radios from Motorola Solutions Inc. based on the DMS Alternate Contract Source (No. 43190000-22-NASPO-

ACS for Public Safety Communications Products, Services, and Solutions).

Section 3. This Resolution shall take effect immediately upon adoption.

Council Member _____ offered the foregoing resolution.
Council Member _____ seconded the motion, and upon being put to
a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, _____	☐	☐	☐
PATTI WALLER, _____	☐	☐	☐
KIM SCHMITZ, _____	☐	☐	☐
GARY READY, _____	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this **9th**
day of **May 2024**.

VILLAGE OF PALM SPRINGS,
FLORIDA

BY: _____

BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE
CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

Resolution No. 2024-17 - Cooperative Purchase of Motorola Radios

Billing Address:
PALM SPRINGS, VILLAGE OF
226 CYPRESS LN
PALM SPRINGS, FL 33461
US

Shipping Address:
PALM SPRINGS, VILLAGE OF
230 CYPRESS LN
PALM SPRINGS, FL 33461
US

Quote Date:03/26/2024
Expiration Date:05/25/2024
Quote Created By:
Jeff Moser
Motorola Manufacturer Rep
jmoser@emciwireless.com
5613238968

End Customer:
PALM SPRINGS, VILLAGE OF
Katelyn Niskanen
kniskanen@vpsfl.org
561-584-8300

Contract: 19860 - NASPO 00318
Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N70	APX N70					
1	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE	65		\$5,014.00	\$3,660.22	\$237,914.30
1a	QA08821AA	ALT: 7800 STUBBY 762-870MHZ	65		\$28.60	\$20.88	\$1,357.20
1b	QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE	65		\$0.00	\$0.00	\$0.00
1c	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS*	65		\$0.00	\$0.00	\$0.00
1d	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	65		\$0.00	\$0.00	\$0.00
1e	QA03399AK	ADD: ENHANCED DATA	65		\$0.00	\$0.00	\$0.00
1f	H38DA	ADD: SMARTZONE OPERATION	65		\$0.00	\$0.00	\$0.00
1g	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	65		\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1h	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	65		\$0.00	\$0.00	\$0.00
1i	QA00580BA	ADD: TDMA OPERATION	65		\$0.00	\$0.00	\$0.00
1j	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	65		\$6.00	\$4.38	\$284.70
1k	QA09113AA	ADD: BASELINE RELEASE SW	65		\$0.00	\$0.00	\$0.00
1l	BD00001AA	ADD: CORE BUNDLE	65		\$3,106.00	\$2,267.38	\$147,379.70
1m	H499KC	ENH: SUBMERSIBLE (DELTA T)	65		\$0.00	\$0.00	\$0.00
1n	Q361CD	ADD: P25 9600 BAUD TRUNKING	65		\$0.00	\$0.00	\$0.00
1o	QA09001AM	ADD: WIFI CAPABILITY	65		\$0.00	\$0.00	\$0.00
1p	Q387CB	ADD: MULTICAST VOTING SCAN	65		\$0.00	\$0.00	\$0.00
1q	QA09028AA	ADD: VIQI VC RADIO OPERATION	65		\$0.00	\$0.00	\$0.00
1r	BD00010AA	ADD: SECURITY BUNDLE	65		\$1,023.00	\$746.79	\$48,541.35
1s	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	65		\$0.00	\$0.00	\$0.00
1t	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	65		\$0.00	\$0.00	\$0.00
1u	BD00037AA	ADD: AUDIO BUNDLE	65		\$268.00	\$195.64	\$12,716.60
1v	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	65		\$0.00	\$0.00	\$0.00
1w	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	65		\$0.00	\$0.00	\$0.00
1x	QA08676AA	ADD: ADAPTIVE SPEAKER VOLUME	65		\$0.00	\$0.00	\$0.00
2	PSV00S01424A	APX NEXT PROVISIONING*	1		\$0.00	\$0.00	\$0.00
3	LSV01S03060A	APX N70 DMS ESSENTIAL	65	3 YEARS	\$205.92	\$205.92	\$13,384.80
4	PSV01S02940A	SMARTMAPPING ENABLEMENT	1		\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
5	SSV01S01407A	SMARTPROGRAMMING	65	1 YEAR	\$75.00	\$75.00	\$4,875.00
6	SSV01S01406A	SMARTCONNECT	65	1 YEAR	\$75.00	\$75.00	\$4,875.00
7	SSV01S01476A	SMARTLOCATE	65	1 YEAR	\$75.00	\$75.00	\$4,875.00
8	SSV01S01907A	SMARTMAPPING	65	1 YEAR	\$75.00	\$75.00	\$4,875.00
9	PMNN4816A	BATT IMPRES 2 LIION IP68 3200T	65		\$225.50	\$164.62	\$10,700.30
10	LSV01S03082A	RADIOCENTRAL PROGRAMMING	65	1 YEAR	\$32.04	\$32.04	\$2,082.60
11	PMMN4141A	XVP750 REMOTE SPEAKER MICROPHONE WITH CHANNEL KNOB, FOR APX N RADIOS	65		\$507.60	\$370.55	\$24,085.75
12	PMPN4604A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	65		\$207.14	\$151.21	\$9,828.65
13	Trade-In	Expiration Date: 05/31/2024	1		-\$16,250.00	-\$16,250.00	-\$16,250.00

Grand Total **\$511,525.95(USD)**

Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$663,291.20	\$481,020.15
Year 2 Subscription Fee	\$26,044.20	\$26,044.20
Year 3 Subscription Fee	\$4,461.60	\$4,461.60
Grand Total System Price	\$710,047.00	\$511,525.95

Notes:

- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

"Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Agenda Item #: 34-6
RW/UM 7-0

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

R-2020-0313

Meeting Date: March 17, 2020 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Interlocal Agreement with the Village of Palm Springs ("Participant") for radio maintenance services from March 17, 2020 through March 16, 2025.

Summary: The Agreement provides for the provision of radio equipment maintenance services to the Participant, by Facilities Development & Operations/Electronic Services & Security Division (FDO/ESS). The Agreement terminates Interlocal Agreement R2017-0641 between the County and the Participant. The services are to be charged on an hourly basis at a cost of \$65/hr/person and \$97.50/hr/person for overtime work. In the event that the County must out-source the labor, a separate labor rate is provided. The rates may be adjusted annually with notification by June 1 (effective that following October 1) at the County's sole discretion, but in no event shall the Participant's fee schedule exceed the fee schedule applied to County departments. This Agreement provides for an initial term of five (5) years with two (2) renewal options, each for a period of five (5) years. The Agreement may be terminated by either party, with or without cause with a minimum of three (3) months' notice. (ESS) Countywide (LDC)

Background and Justification: The County has been providing radio equipment maintenance services to the Participant since May 17, 2005. The Participant has determined that is beneficial to the Participant to utilize FDO/ESS to provide radio maintenance services for its public safety radio assets. The Participant has been interoperable with the County's Public Safety Radio System since 2003. In lieu of outsourcing its maintenance needs to a private firm, the Participant has chosen FDO/ESS for these services. No additional personnel will be required within FDO/ESS to perform these services.

Attachments:

Interlocal Agreement

Recommended By: MD Amy Wolf 2/21/2020
Department Director Date
Approved By: ABaker 2/29/2020
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0 *	\$0	\$0		
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No
Does this item include the use of federal funds? Yes No

Budget Account No:
Fund 0001 Dept 410 Unit 4150 Revenue Source 4900
Fund Dept Unit Revenue Source

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* Services will be provided on an “as needed” basis and will be billed to the Town for reimbursement.

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 2/25/2020 OFMB KP 2/24 4/24
[Signature] 2/26/2020 Contract Development and Control 2/26/2020 FW

B. Legal Sufficiency: [Signature] 2/23/2020
Assistant County Attorney

C. Other Department Review:

Department Director

INTERLOCAL AGREEMENT

R2020 0313

MAR 17 2020

This Interlocal Agreement ("Agreement") is made and entered into this _____ day of _____, _____ by and between Palm Beach County, a political subdivision of the State of Florida ("County") and the Village of Palm Springs, a municipal corporation of the State of Florida ("Participant").

WITNESSETH

WHEREAS, the County and the Participant are continually identifying more effective service delivery methods which result in overall savings to the taxpayers of the County and the Participant; and

WHEREAS, the County and the Participant have determined it to be beneficial to both parties for the Participant to purchase radio repair services from the County; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

SECTION 1: PURPOSE

The purpose of this Agreement is to provide the terms and conditions by which the County will provide comprehensive radio repair services to the Participant and the schedule and method of payment to the County for such services. Radio repair services generally include: 1) warranty and maintenance and corrective maintenance services on radio equipment, and 2) programming of radio communication equipment, and 3) installation of radio equipment to vehicles owned and operated by the Participant.

SECTION 2: RADIO MANAGEMENT FACILITY

The County operates a radio maintenance & repair facility. The facility is located at 2633 Vista Parkway, West Palm Beach, FL 33411-5610. The facility is staffed and operated 8:00 am to 5:00 pm for all repairs and administrative support, Monday through Friday, excluding County holidays. Upon execution of this Agreement, the County will provide the Participant with emergency numbers whereby County personnel can respond to emergencies.

SECTION 3: WARRANTY AND CORRECTIVE REPAIRS

3.01 Corrective Repairs. Corrective repairs will be billed according to the fee schedule identified in **Attachment 1** to this Agreement which is incorporated herein by reference.

3.02 Commercial Repairs. Commercial repairs will be billed according to **Attachment**

1 to this Agreement. Any commercial repair to be completed by a vendor outside of the Palm Beach County area and other than the original equipment manufacturer will require the authorization of the Participant prior to commencement of the work.

3.03 Approval of Emergency Services. The Participant is to provide the County with a list of person/positions which are authorized to request emergency services. No emergency work will be undertaken by the County unless approved by a person/position contained on the list. Fees for emergency repair services are identified in **Attachment 1**.

3.04 Approval of Expedited/Overtime Services. The Participant may request services be expedited by requesting that certain work be performed on an overtime basis. Such work can be requested only by authorized Participant positions pursuant to **Section 3.03** and will be performed according to the fee schedule for emergency services.

3.05 Approval of Console Inclusion in County Service Agreement. The Participant may request in writing that its radio communication console be included in the County's Legacy Radio Service Agreement. Upon approval of the costs by the Participant, the County will include in its Service Agreement the Participant's radio console and associated console interface and RF equipment. Participant will be billed for the actual costs as a separate line item on the System Access Charges that are billed by the County in November of each year.

SECTION 4: BILLING SCHEDULE

The County will prepare and transmit a quarterly invoice to the Participant itemizing the costs. The Participant will immediately review the invoice and report any discrepancies to the County within ten (10) days of receipt. Payment will be due to the County within thirty (30) days of receipt of the invoice. Payments shall be sent to:

Board of County Commissioners
Special Receivables Section - Finance
P.O. Box 3977
West Palm Beach, FL 33402-3977

SECTION 5: ANNUAL RATE INFORMATION TO BE PROVIDED BY COUNTY

5.01 Notice of Annual Increases. The County will update **Attachment 1** and transmit same to the Participant prior to June 1st of each year for the fiscal year beginning the next October. Such updates are in the County's sole discretion; but the County agrees that the Participant's fee schedules shall not exceed the fee schedule applied to County departments. The updated Attachment will automatically become a part of this Agreement on October 1st each year.

5.02 Maintenance Information. The County will provide the Participant with quarterly detailed summaries of all maintenance charges during the months that maintenance was performed. At any time, the Participant may request information which it may require to assist in making fiscal or management decisions.

SECTION 6: ASSET INFORMATION TO BE PROVIDED BY PARTICIPANT

On the initial execution of this Agreement, the Participant will provide the County with the information necessary to code all radio and/or communication equipment into the County's automated management system and provide County with encryption codes as reasonably necessary for County to perform the services set forth in this Agreement. Any changes to the Participant's inventory or encryption codes shall be provided to the County as needed.

SECTION 7: COUNTY IMPLEMENTED QUALIFICATIONS, TRAINING AND SAFETY PROGRAMS

The County represents that all repairs will be performed by technicians holding certifications commonly available in the industry. If additional certification and/or training is required to repair new radio equipment models, the County will provide the technicians with the necessary training at no additional cost to the Participant.

SECTION 8: LIABILITY

The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County or Participant pursuant to §768.28, Florida Statutes. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Participant shall indemnify, defend and save the County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any use, or lack thereof, of the radio equipment maintained by County; (ii) use by Participant, or (iii) any act or omission of Participant, its agents, contractors, employees or invitees. In case the County shall be made a party to any litigation commenced against the Participant or by the Participant against a third party, then the Participant shall protect and hold harmless and pay all costs and attorney's fees incurred by the County in connection with such litigation, and any appeals thereof, subject to the monetary limitations of Section 768.28 F.S. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by either party to indemnify the other party for its own negligence, willful or intentional acts. The provisions of this section shall survive the termination or expiration of this Agreement.

SECTION 8A: INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Participant represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Participant is not self-insured, Participant shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at

limits not less than those contained in the Statute.

Should Participant purchase excess liability coverage, Participant agrees to include Participant as an Additional Insured.

The Participant agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Participant contract with a third-party (Contractor) to perform any service related to the Agreement, Participant shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Participant and County as Additional Insureds. Participant shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Participant shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Participant of its liability and obligations under this Agreement.

SECTION 9: TERM OF AGREEMENT

9.01 Initial Term. The initial term of this Agreement is for five (5) years and shall commence immediately upon full execution of this Agreement.

9.02 Renewals. This Agreement may be renewed for two (2) additional terms of five (5) years each. At least eight (8) months prior to the expiration of this Agreement's term, the Participant shall provide the County with a request to renew this Agreement. If agreed upon by the parties, within two (2) months of the receipt of the request, the County shall process an Amendment to this Agreement which shall be executed by both the Participant and the County.

9.03 Direct Connect Agreement. Notwithstanding the above paragraphs, this Agreement shall terminate upon the termination or expiration of the Participant's Direct Connect Agreement with the County.

9.04 Existing Interlocal Terminated. This Agreement when effective terminates the Interlocal Agreement between County and Participant R2017-0641.

SECTION 10: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time via written amendment executed by both the County and the Participant. Annual updates to the Attachment 1 will not require Board of County Commissioners or Participant Council approval, but will be incorporated automatically each year on October 1st.

SECTION 11: TERMINATION

This Agreement can be terminated by either party, with or without cause. Any termination shall be with a minimum of three (3) months notice.

SECTION 12: ANNUAL BUDGET APPROPRIATIONS

Pursuant to State law, this Agreement is subject to the annual budget appropriations of the Participant and the County.

SECTION 13: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

With a copy to:

Radio System Manager
2633 Vista Parkway
West Palm Beach, FL 33411-5610

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Participant:

Village Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

With copies to:

Police Chief
Village of Palm Springs
230 Cypress Lane
Palm Springs, FL 33461

Brian Shutt, Esquire
Law Offices of Glen J. Torcivia, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

SECTION 14: APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County.

SECTION 15: FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 16: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of County or Participant.

SECTION 17: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 18: NO THIRD PARTY BENEFICIARY

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including, but not limited to, any citizen or employees of the County and/or the Participant.

SECTION 19: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Participant warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

SECTION 20: ASSIGNMENT

Participant may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 21: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 22: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 23: EFFECTIVE DATE

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: 
Deputy Clerk



R2020 0313

MAR 17 2020

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: 
Dave Kerner, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY:

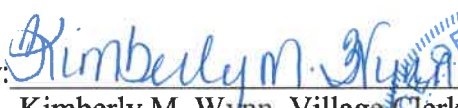
By: 
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

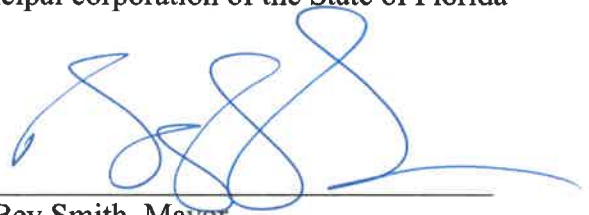
By: 
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

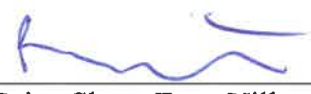
VILLAGE OF PALM SPRINGS, a
municipal corporation of the State of Florida

By: 
Kimberly M. Wynn, Village Clerk



By: 
Bev Smith, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Brian Shutt, Esq., Village Attorney

ATTACHMENT 1

**PALM BEACH COUNTY
ELECTRONIC SERVICES & SECURITY**

2633 Vista Parkway, West Palm Beach, FL.
Hours are 8:00 am to 5:00 pm
Monday through Friday, excluding County holidays

Business Hours Contact Phone (561) 233-0830
After Hours/Emergency Contact Phone (561) 712-6428

RADIO REPAIR & MAINTENANCE COSTS		
	Regular	Emergency/Overtime
Shop Labor	\$65.00 per hour, per person	\$97.50 per hour, per person
Contract Labor	\$150.00 per hour, per person	\$225.00 per hour, per person (Overtime and Saturday) \$300.00 per hour, per person (Sunday and Holidays)
Procured Parts and/or Related Components	At County Procurement Cost + 5% Admin Fee	
Console Maintenance Costs (if requested)	Console Maintenance Costs will be provided under separate cover.	



COOPERATIVE PURCHASING MASTER AGREEMENT

No. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

For Use by Eligible Purchasing Entities

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

MOTOROLA SOLUTIONS, INC.

Dated January 1, 2022

COOPERATIVE PURCHASING MASTER AGREEMENT

No. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

FOR

SUB-CATEGORY 1.1 RADIO SINGLE-BAND PORTABLE RADIO (P25)

SUB-CATEGORY 1.2 RADIO SINGLE-BAND MOBILE RADIO (P25)

SUB-CATEGORY 1.3 RADIO: SINGLE-BAND DESKTOP RADIO (P25)

SUB-CATEGORY 1.4 RADIO MULTI-BAND PORTABLE RADIO (P25)

SUB-CATEGORY 1.5 RADIO MULTI-BAND MOBILE RADIO (P25)

SUB-CATEGORY 1.6 RADIO MULTI-BAND DESKTOP RADIO (P25)

SUB-CATEGORY 1.7 RADIO BASE STATION/REPEATER (P25)

SUB-CATEGORY 2.1 RADIO CONVENTIONAL ANALOG PORTABLE (NON-P25)

SUB-CATEGORY 2.2 RADIO CONVENTIONAL ANALOG MOBILE (NON-P25)

SUB-CATEGORY 2.3 RADIO CONVENTIONAL ANALOG DESKTOP (NON-P25)

SUB-CATEGORY 2.4 RADIO CONVENTIONAL ANALOG BASE STATION/REPEATER (NON-P25)

CATEGORY 4 DISPATCH CONSOLES

COMPLETE TURNKEY RADIO SOLUTION

This Cooperative Purchasing Master Agreement ("Cooperative Purchasing Master Agreement") is made and entered into by and between Enterprise Services acting by and through the State of Washington ("Enterprise Services") and Motorola Solutions, Inc., an Delaware corporation ("Contractor") and is dated and effective as of January 1, 2022.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish Cooperative Purchasing Master Agreements for goods and services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature has authorized Enterprise Services to make these Cooperative Purchasing Master Agreements available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agency or entity, public benefit nonprofit organizations, or any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. See RCW 39.26.060(1). One of the approaches that Enterprise Services utilizes to participate in cooperative purchasing agreements with other states is NASPO ValuePoint.
- C. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO). The NASPO ValuePoint purchasing cooperative program is led by state procurement officers from member states. NASPO ValuePoint does not award contracts; rather, it assists states, for an administrative fee, in their collaboration pertaining to solicitations and the resulting master agreements.

- D. Pursuant to the NASPO ValuePoint cooperative purchasing model, a state serves as the 'lead state' to conduct a competitive procurement in compliance with that state's procurement laws and award a cooperative purchasing master agreement with a contractor for the specified goods or services. States (including the District of Columbia and the organized territories of the United States), including the lead state, then may participate in that cooperative purchasing master agreement by executing a Participating Addendum. Until a Participating Addendum is executed by the applicable state (a 'participating entity'), no agency or other eligible organization (a 'purchasing entity') may purchase pursuant to the cooperative purchasing master agreement. Under Washington law, at the time of solicitation, states may provide supplemental substantive terms and conditions to inform the competitive procurement. In addition, pursuant to their Participating Addendum, states may require certain administrative terms and conditions (e.g., a vendor management fee for sales within the state, state registration and reporting). Contractor, however, has no obligation to condition execution of a Participating Addendum on substantive terms and conditions that were not competitively procured.
- E. Enterprise Services, as part of a cooperative purchasing competitive governmental procurement, with administrative support from NASPO ValuePoint, issued Competitive Solicitation No. 00318 dated November 16, 2020 regarding Public Safety Communications Products, Services and Solutions ("Public Safety Radio"). Sixteen (16) states indicated an intent to utilize the resulting Cooperative Purchasing Master Agreement.
- F. Enterprise Services and a stakeholder team consisting of representatives from Washington, California, Alaska, Oregon, Montana, Tennessee, Colorado and Nevada evaluated all responsive bids to the Competitive Solicitation and identified Contractor as an Apparent Successful Bidder for the Category identified above.
- G. Enterprise Services determined that entering into this Cooperative Purchasing Master Agreement will meet the cooperative purchasing needs and be in the best interest of the State of Washington.
- H. The purpose of this Cooperative Purchasing Master Agreement is to enable Participating or Purchasing Entities to purchase Public Safety Radio products and services, in the awarded Category as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. TERM.** The term of this Master Agreement begins January 1, 2022 and ends on December 31, 2026; provided, however that, the contract term shall be extended for twenty-four (24) months if, in Enterprise Services' sole, reasonable judgement, which shall occur no later than June 30, 2025, Contractor meets the following performance metrics:

- Reports: Contractor provides timely and accurate reports as detailed in this Master Agreement and Participating Addendums; and
- Administrative Fee Payments: Contractor provides timely and accurate Administrative Fee payments as detailed in this Master Agreement and Participating Addendums.

Notwithstanding any provision to the contrary, to effectuate a smooth transition for Participating States and Purchasing Entities for Public Safety Communications Products, Services and Solutions to begin on January 1, 2022, Contractor shall provide implementation and transition support to Participating States who wish to utilize the Master Agreement, beginning upon the date such Participating State and Contractor executes a Participating Addendum. For the avoidance of doubt, no orders for products or services shall be made under this Agreement prior to January 1, 2022.

2. PARTICIPANTS AND SCOPE. This Cooperative Purchasing Master Agreement may be utilized under the following conditions:

- 2.1. PARTICIPATING ENTITIES. Contractor may not sell Public Safety Radio products and services under this Cooperative Purchasing Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The terms and conditions set forth in the Cooperative Purchasing Master Agreement are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented, or amended by a Participating Addendum; *Provided*, however, that no Participating Addendum shall operate to alter or modify any substantive terms of this Cooperative Purchasing Master Agreement which were solicited and procured pursuant to a competitive procurement. By way of illustration and not limitation, Participating Entities may include unique administrative, delivery, and invoicing requirements, as well as entity-specific confidentiality requirements and similar entity-specific administrative requirements in purchase Orders utilizing this Cooperative Purchasing Master Agreement.
- 2.2. PURCHASING ENTITIES. Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order or other commitment document against the Cooperative Purchasing Master Agreement and becomes financially committed to the purchase.
- 2.3. PARTICIPATING ADDENDUM. Obligations under this Cooperative Purchasing Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive or other process to determine which Cooperative Purchasing Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum as instructed by the Lead State to support documentation of participation and posting in appropriate databases.
- 2.4. PURCHASING ENTITY RIGHTS. Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Cooperative Purchasing Master Agreement and applicable Participating Addendum and will have the same rights

and responsibilities for their purchases as the Lead State has in the Cooperative Purchasing Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Cooperative Purchasing Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. Contractor will apply the charges and invoice each Participating Entity individually.

- 2.5. PARTICIPATING ADDENDUM APPROVAL. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Cooperative Purchasing Master Agreement, Contractor is authorized to sell only those Public Safety Radio Products and Services in the category above posted on the NASPO ValuePoint website. Contractor shall not represent to any Participating or Purchasing Entity under this Cooperative Purchasing Master Agreement that Contractor has contractual authority to sell any Public Safety Radio Products beyond those approved and posted on the NASPO ValuePoint website.
- 3.2. MINIMUM WARRANTY FOR INCLUDED GOODS/SERVICES. Notwithstanding any provision to the contrary, Contractor agrees to and is providing a minimum warranty of no less than one (1) year for any goods/services included in this Cooperative Purchasing Master Agreement. Such minimum warranty begins when the goods/services are accepted by Purchasing Entity or as agreed by Purchasing Entity in its ordering documentation. Such minimum warranty includes all firmware and software updates within warranty period. Parts and related software will be free from defects in material and workmanship for one (1) year. If a product fails because of a defect in workmanship or materials within one (1) year from the date of acceptance by Purchasing Entity, manufacture shall repair or replace the product or part with a new product or part without charge to Purchasing Entity.
- 3.3. ADDITIONAL WARRANTY OPTIONS – See Motorola Solutions Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all available warranty options.
- 3.4. AVAILABLE SERVICES – See Motorola Solutions Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all available services.
- 3.5. ABILITY TO MODIFY SCOPE OF COOPERATIVE PURCHASING MASTER AGREEMENT. Subject to mutual agreement between the parties, Enterprise Services, acting as the lead state, reserves the right to modify the Public Safety Radio Products included in this Cooperative Purchasing Master Agreement; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this competitively procured Cooperative Purchasing Master Agreement. In no event shall such modification, if authorized by Enterprise Services, limit the requirement for cooperative purchasing agreements to be subject to competitive procurement.

- 3.6. **PRODUCT UPDATES.** Upon approval, Contractor may update their products/pricelist on a semi-annual basis. Contractor must submit to the Lead Contract Administrator a revised product/pricelist highlighting changes and include an effective date of the change. At no time during the contract term shall products be deleted from the products/pricelist. Discontinued products/services must be struck-through and highlighted for ease of review process. Product/pricelist updates must be submitted for review and approval to the Lead Contract Administrator thirty (30) days prior to the effective date of the change. All products/pricelist will be posted on the NASPO ValuePoint website.

Product updates for January 1st through June 30th must be submitted to Lead State Contract Administrator by June 1st to be eligible for product updates effective July 1st. Product updates for July 1st through December 31st must be submitted to the Lead State Contract Administrator by December 1st to be eligible for product updates effective January 1st. Additional product updates may be considered for approval with proper 30 day notice at the discretion of the Lead State.

Semi-Annual	Submitted By	Effective Date
January 1-June 30	June 1 st	July 1 st
July 1-December 31	December 1 st	January 1 st

System Solution providers may update their list of available products quarterly. Quarterly means the last day of each calendar quarter, see below.

Quarter	Submitted By	Effective Date
January 1-March 30	March 1 st	April 1 st
April 1-June 30	June 1 st	July 1 st
July 1- September 30	September 1 st	October 1 st
October 1-December 31	December 1 st	January 1 st

All System Solution available product options will be posted on the NASPO ValuePoint website. A minimum of thirty-three percent (33%) of the components offered in a complete Radio or Microwave System Solution must be indexed on the Awarded Contractor's Price List. Enterprise Services reserves the right to audit System Solution orders for compliance. Updates to System Solution available products must be submitted to the Lead Contract Administrator 30 days prior to the effective date of the change. Additional product options may be considered for approval with proper 30 day notice at the discretion of the Lead State.

- 3.7. **ECONOMIC ADJUSTMENTS.** All pricing must be guaranteed for the first year of the Cooperative Purchasing Master Agreement. Following the guarantee period, any request for price increases must be for an equal guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period.

Requests for price increases must include sufficient documentation supporting the request and demonstrating the reasonableness of the adjustment when comparing the current price

list to the proposed price list. Documentation may include: the manufacturer's national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published manufacturer's price list. No retroactive price increases will be allowed.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published manufacturer's price list, including renewal options, the Lead State shall be notified immediately. All published manufacturer's price list price reductions shall be effective upon the notification provided to the Lead State.

Enterprise Services reserves the right to request clarification and justification for requested Economic Adjustments.

Economic Price Adjustment requests for January 1st through June 30th must be submitted to Lead State Contract Administrator by June 1st to be eligible for product updates effective July 1st. Product updates for July 1st through December 31st must be submitted to the Lead State Contract Administrator by December 1st to be eligible for product updates effective January 1st.

Semi-Annual	Submitted By	Effective Date
January 1-June 30	June 1 st	July 1 st
July 1-December 31	December 1 st	January 1 st

- 3.8. **PRICE CEILING.** Although Contractor may offer lower prices, including volume discounts, to Purchasing Entity, during the term of this Cooperative Purchasing Master Agreement, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth approved and posted on the NASPO ValuePoint website.
- 3.9. **COOPERATIVE PURCHASING MASTER AGREEMENT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Cooperative Purchasing Master Agreement, including scope and pricing, to eligible Purchasing Entity.
- 3.10. **CONTRACTOR RESPONSIBILITIES.** Contractor shall be responsible for successful performance of the Cooperative Purchasing Master Agreement and also for the successful performance of any and all of their partners. Contractor is to be the sole point of contact as applicable by Cooperative Purchasing Master Agreement with regard to contractual matters, payment of any and all charges resulting from the purchase of the products and maintenance of the product for the term of the Cooperative Purchasing Master Agreement unless otherwise specified by a Participating State in a Participating Addendum and/or the Cooperative Purchasing Master Agreement. Contractor must be able to receive, process, and invoice orders unless the Participating State has agreed to assign these functions to a partner. Contractor will be responsible for compliance with requirements under the Cooperative Purchasing Master Agreement, even if requirements are delegated to partners. Contractor and partners must not in any way represent themselves in the name of the Lead State, NASPO ValuePoint or Participating States.

- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Cooperative Purchasing Master Agreement and at the time any order is placed pursuant to this Cooperative Purchasing Master Agreement. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor further represents and warrants that, within fifteen (15) days of executing any Participating Addendum and prior to making any sales pursuant to such Participating Addendum, Contractor shall be in good standing and qualified to do business in such state and that Contractor properly shall have registered to do business in such state, shall possess and shall keep current all required licenses and/or approvals, and that it shall be current, in full compliance, and have paid all applicable taxes owed to such state.
- 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods and/or services sold pursuant to this Cooperative Purchasing Master Agreement shall be merchantable, shall conform to this Cooperative Purchasing Master Agreement and Purchasing Entity's Purchase Order, shall be fit and safe for the intended purposes as specified in this Agreement, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered and the services provided free of liens and encumbrances. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchasing Entity) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchasing Entity's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs. These warranties do not apply to: (i) defects or damage resulting from: use of the equipment or software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Contractor; Purchasing Entity's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship equipment to the repair depot; (vi) scratches or other

cosmetic damage to equipment surfaces that does not affect the operation of the equipment; and (vii) normal or customary wear and tear.

THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND CONTRACTOR SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

- 4.4. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Cooperative Purchasing Master Agreement and the three (3) year period immediately preceding the award of the Cooperative Purchasing Master Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.5. PAY EQUALITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Cooperative Purchasing Master Agreement and any Purchasing Entity hereunder similarly may suspend or terminate its use of the Cooperative Purchasing Master Agreement and/or any agreement entered into pursuant to this Cooperative Purchasing Master Agreement.
- 4.6. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Cooperative Purchasing Master Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.7. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited

to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasing Entity's employees.

- 4.8. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Cooperative Purchasing Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 4.9. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.10. COOPERATIVE PURCHASING MASTER AGREEMENT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Cooperative Purchasing Master Agreement with eligible Purchasing Entity and to ensure that those entities that utilize this Cooperative Purchasing Master Agreement are eligible Purchasing Entity. Contractor understands and acknowledges that neither Enterprise Services nor Purchasing Entity are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchasing Entity, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.11. COOPERATIVE PURCHASING MASTER AGREEMENT TRANSITION. Contractor represents and warrants that, in the event this Cooperative Purchasing Master Agreement or a similar contract, is transitioned to another contractor (e.g., Cooperative Purchasing Master Agreement expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.
- 4.12. SUB-CONTRACTORS, AUTHORIZED RESELLERS/DEALERS. MANUFACTURER'S REPRESENTATIVE (PARTNERS). If utilizing partners, Contractor is responsible for such partners providing products and services, as well as warranty and maintenance services for any product or solution such partners provide pursuant to this Cooperative Purchasing Master Agreement. Pursuant to their applicable Participating Addendum, each Participating Entity may allow or disallow Contractor to utilize Partners. Only partners approved by the Participating Entity may be utilized. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

5. USING THE COOPERATIVE PURCHASING MASTER AGREEMENT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasing Entity shall order goods and/or services from this Cooperative Purchasing Master Agreement, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchasing Entity but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchasing Entity also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchasing Entity Order"). All order documents must reference the Cooperative Purchasing Master Agreement number. The terms of this Cooperative Purchasing Master Agreement shall apply to any Purchase Order and, in the

event of any conflict, the terms of this Cooperative Purchasing Master Agreement shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Cooperative Purchasing Master Agreement.

A minimum of thirty-three percent (33%) of the solution components must be indexed on the Contractor's Price List. Prior to executing an order for a "Solution", Contractor shall provide Purchasing Entity a detailed Cost Proposal itemizing all proposed costs (including labor costs, employee benefits, travel, overhead and other direct costs) Contractor estimates it will incur in the performance of the work.

- (a) All order documents must, at a minimum, reference
 - the Cooperative Purchasing Master Agreement number;
 - The place and requested time of delivery;
 - A billing address;
 - The name, phone number, and address of the Participating Entity representative;
- (b) All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Participating Entity's purchasing office, or to such other individual identified in writing in the Order.
- (c) Orders must be placed pursuant to this Cooperative Purchasing Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days thereafter.
- (d) Notwithstanding the expiration, cancellation or termination of this Cooperative Purchasing Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Cooperative Purchasing Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Cooperative Purchasing Master Agreement may not be placed after the expiration or termination of this Cooperative Purchasing Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Cooperative Purchasing Master Agreement, the Purchase Order used by Purchasing Entity, or as otherwise mutually agreed in writing between the Purchasing Entity and Contractor. The following apply to all deliveries:

- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchasing Entity's normal work hours and within the time period mutually agreed in writing between Purchasing Entity and Contractor at the time of order placement. Deliveries to be off-loaded at Purchasing Entity's receiving dock or designated job site by Contractor.

- (b) Contractor shall ship all goods purchased pursuant to this Master Agreement Purchasing Entity's specified destination. Shipping charges must be mutually agreed to between Purchasing Entity and Contractor. Contractor shall bear all risk of loss, damage, or destruction of the goods ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchasing Entity's fault or negligence.
- (c) All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.
- (d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Cooperative Purchasing Master Agreement shall be identified by the Cooperative Purchasing Master Agreement number set forth on the cover of this Cooperative Purchasing Master Agreement and the applicable Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- (e) Purchasing Entities may return unopened or unused (non-specialty) Public Safety Radio products within ten (10) business days of receipt for full credit, minus any freight or restocking fee. In such event, Contractor is responsible for shipping costs pertaining to any defective Public Safety Radio Products that are returned.

5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Cooperative Purchasing Master Agreement are subject to Purchasing Entity's reasonable inspection, testing, and approval at Purchasing Entity's destination. Such inspection and approval shall be determined within thirty (30) days of delivery. Purchasing Entity reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Cooperative Purchasing Master Agreement and Purchasing Entity's Purchase Order. Purchasing Entity may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchasing Entity will notify Contractor within five (5) business days. At Purchasing Entity's option, and without limiting any other rights, Purchasing Entity may require Contractor to, consistent with the warranty terms, repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchasing Entity's option, Purchasing Entity may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

- (a) All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Cooperative Purchasing Master Agreement. Products that do not meet

specifications may be rejected. Failure to reject upon receipt, however, does not relieve Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when the Public Safety Radio Products are put to use. Acceptance of such Public Safety Radio Products may be revoked in accordance with the provisions of the applicable commercial code, and Contractor shall be liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of any Public Safety Radio Products rejected and returned, or for which Acceptance is revoked.

- (b) If any Public Safety Radio Products do not conform to the specifications, the Purchasing Entity may require the Contractor to repair or replace the Public Safety Radio Product in conformity with the specifications.

- 5.4. ON SITE REQUIREMENTS. While on Purchasing Entity's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchasing Entity's physical, fire, access, safety, and other security requirements.
- 5.5. INSTALLATION. Installation shall be performed by Contractor or Sub-Contractor, in a professional manner in accordance with industry standard best practices. The premises shall be left in a neat, clean, and undamaged condition. Purchasing Entity reserves the right to require Contractor or Sub-Contractor to repair any damage caused during installation or provide full compensation as determined by Purchasing Entity.
- 5.6. CONFIDENTIALITY; SAFEGUARDING OF INFORMATION. Contractor shall not use or disclose any information concerning Enterprise Services/the State of Washington or Purchasing Entity's information which may be classified as confidential, for any purpose not directly connected with the administration of this Cooperative Purchasing Master Agreement, except with prior written consent of Enterprise Services (or the applicable Purchasing Entity), or as may be required by law.
- 5.7. TREATMENT OF ASSETS. Title to all property furnished by any Participating State and/or Purchasing Entity shall remain with such Participating State and/or Purchasing Entity, as applicable. Any property of any Participating State and/or Purchasing Entity furnished to Contractor shall, unless otherwise provided herein or approved by such Participating State and/or Purchasing Entity, be used only for the performance of this Cooperative Purchasing Master Agreement. Contractor shall be responsible for damages as a result of any loss or damage to property of any Participating State and/or Purchasing Entity to the extent it results from the negligence of Contractor or to the extent it results from the failure on the part of Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances. If any such Participating State and/or Purchasing Entity property is lost, destroyed, or damaged, Contractor immediately shall notify such Participating State and/or Purchasing Entity and shall take all reasonable steps to protect the property from further damage. Contractor shall surrender to such Participating State and/or Purchasing Entity all property of such Participating State and/or Purchasing Entity prior to settlement upon completion, termination, or cancellation of this Cooperative Purchasing Master Agreement. Title to all property furnished by Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the Purchasing Entity upon delivery of such property by Contractor and acceptance by the Purchasing Entity. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in the

Purchasing Entity upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchasing Entity in whole or in part, whichever first occurs. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors. Title to software shall not pass to Purchasing Entity but shall be licensed. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors.

- 5.8. **SOFTWARE LICENSE AGREEMENT.** If the public safety communications equipment ordered and delivered under the terms and conditions of this Cooperative Purchasing Master Agreement requires software or firmware to operate, Purchasing Entity and Contractor will mutually agree to Contractor's Software License Agreement that will apply to such transactions. Contractor's current version of the Software License Agreement is located on the NASPO ValuePoint website. Contractor's software license agreement shall not conflict with the terms and conditions of this Cooperative Purchasing Master Agreement. If there are any conflicts between the Cooperative Purchasing Master Agreement and Contractor's Software License Agreement, the Cooperative Purchasing Master Agreement shall prevail.
- 5.9. **SUBSCRIPTION SERVICES AGREEMENT.** If the public safety communications equipment ordered and delivered under the terms and conditions of this Contract requires subscription services to operate, Purchasing Entity and Contractor will mutually agree to Contractor's Subscription Services Agreement that will apply to such transactions. Contractor's current version of the Subscription Services Agreement is located on the NASPO ValuePoint website. Contractor's Subscription Services Agreement shall not conflict with the terms and conditions of this Master Agreement. If there are any conflicts between the Cooperative Purchasing Master Agreement and Contractor's Subscription Services Agreement, the Cooperative Purchasing Master Agreement shall prevail.

6. INVOICING & PAYMENT.

- 6.1. **CONTRACTOR INVOICE.** Contractor shall submit to Purchasing Entity's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
- Cooperative Purchasing Master Agreement No. 00318
 - Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
 - Contractor's Federal Tax Identification Number
 - Date(s) of delivery
 - Applicable goods/services
 - Invoice amount; and
 - Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Cooperative Purchasing Master Agreement prices, less discounts or lower negotiated costs. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 6.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchasing Entity. Payment is due within thirty (30) days of invoice. If Purchasing Entity fails to make timely payment(s), Contractor may invoice Purchasing Entity in the amount of one percent (1%) per

month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.

- 6.3. OVERPAYMENTS. Contractor promptly shall refund to Purchasing Entity the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchasing Entity shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchasing Entity may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.4. NO ADVANCE PAYMENT. No advance payment shall be made for the products and services furnished by Contractor pursuant to this Cooperative Purchasing Master Agreement; *Provided*, however, that the parties agree that maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.
- 6.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Cooperative Purchasing Master Agreement. Failure to do so shall constitute breach of this Cooperative Purchasing Master Agreement. Unless otherwise agreed, Purchasing Entity shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchasing Entity, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

7. CONTRACT MANAGEMENT.

- 7.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Cooperative Purchasing Master Agreement. Enterprise Services' contract administrator shall provide Cooperative Purchasing Master Agreement oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Cooperative Purchasing Master Agreement. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Contract Administrator 00318
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-2218

Motorola Solutions, Inc.

Attn: Andrew Chyterbok
500 W Monroe Street
Suite 4400
Chicago, IL 6661-3781

Email: DESContractsTeamCypress@des.wa.gov

Tel: (360) 409-3223

Email: andrew.chyterbok@motorolasolutions.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchasing Entity issues pertaining to this Cooperative Purchasing Master Agreement.
- 7.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise
Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Motorola Solutions, Inc.

Attn: Andrew Chyterbok
500 W Monroe Street
Suite 4400
Chicago, IL 6661-3781
Email:
andrew.chyterbok@motorolasolutions.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS.

- 8.1. SUMMARY SALES DATA. Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Cooperative Purchasing Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
- 8.2. DETAILED SALES DATA. Contractor also shall report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Participating Entity name; (4) Participating Entity bill-to and ship-to locations; (4) Participating Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; and (8) line item description, including product number if used. Reports are due on a quarterly basis and must be received by the Enterprise Services and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to Enterprise Services and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by Enterprise Services and NASPO ValuePoint. Detailed sales data reports shall

include sales information for all sales under Participating Addenda executed under this Cooperative Purchasing Master Agreement.

- 8.3. **NASPO VALUEPOINT EXECUTIVE SUMMARY.** Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- 8.4. **REPORT OWNERSHIP.** Timely submission of these reports is a material requirement of the Cooperative Purchasing Master Agreement. Enterprise Services and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.
- 8.5. **CONFIDENTIALITY OF DETAILED SALES DATA AND PARTICIPATING ADDENDA.** Participating Addenda, as well as Orders or transaction data relating to Orders under this Cooperative Purchasing Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates, shall be Confidential Information. Contractor shall hold Confidential Information in confidence and shall not transfer or otherwise disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Cooperative Purchasing Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Cooperative Purchasing Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

9. NASPO VALUEPOINT COOPERATIVE PROGRAM MARKETING AND PERFORMANCE REVIEW

- 9.1. **NASPO VALUEPOINT COOPERATIVE PROGRAM.** Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Cooperative Purchasing Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the Cooperative Purchasing Master Agreement and Participating Addendum process, and the manner in which qualifying entities can participate in the Cooperative Purchasing Master Agreement.
- 9.2. **LOGOS.** NASPO VALUEPOINT logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- 9.3. **ANNUAL SUPPLIER BUSINESS REVIEW.** Contractor agrees to participate in an annual supplier performance review at a location (virtual or in-person) selected by Enterprise Services and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees. The 2022 Annual Supplier Business Review requires in-person

attendance. Any subsequent Annual Supplier Business Review meetings may be attended virtually or in-person.

10. ADMINISTRATIVE FEES.

- 10.1. CONTRACTOR shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint ADMINISTRATIVE Fee of one-quarter of one percent (0.25%) of the quarterly sales by participating state. The NASPO ValuePoint administrative fee is not negotiable. This fee may not be adjusted in any Participating Addendum. This fee is to be included as part of the pricing submitted with the bid.
- 10.2. Some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. The fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Cooperative Purchasing Master Agreement. The Contractor may adjust the Cooperative Purchasing Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee set forth above shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

11. RECORDS RETENTION & AUDITS.

- 11.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Cooperative Purchasing Master Agreement and orders placed by Purchasing Entity under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchasing Entity against this Cooperative Purchasing Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 11.2. AUDIT. Upon reasonable advance written notice, Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasing Entity and that Contractor has paid all applicable vendor management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchasing Entity, and any other duly authorized agent of a governmental agency, to audit, inspect examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Cooperative Purchasing Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchasing Entity against this Cooperative Purchasing Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 11.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchasing Entity, Contractor shall reimburse Purchasing Entity for any overpayments inconsistent with the terms of this Cooperative Purchasing Master Agreement or orders, at a rate of 100% of such overpayments, found as a result of the examination of the Contractor's records.

12. INSURANCE.

- 12.1. REQUIRED INSURANCE. During the Term of this Cooperative Purchasing Master Agreement, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit A – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.
- 12.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Cooperative Purchasing Master Agreement. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.
- 12.3. INSURANCE CERTIFICATE. Prior to commencement of performance, Contractor shall provide to Enterprise Services a Certificate of Insurance acceptable to Enterprise Services that (1) includes the State of Washington and Enterprise Services as additional insureds, (2) provides for written notice of cancellation delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

- 13. PUBLIC INFORMATION.** This Cooperative Purchasing Master Agreement, all related documents, and all records created as a result of the Cooperative Purchasing Master Agreement are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. In addition, Participating Addendums and related records shall be subject to public disclosure as required by applicable law pertaining to such Purchasing Entity. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure. In the event Contractor fails to file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely

respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

14. DEFAULTS AND REMEDIES

14.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Cooperative Purchasing Master Agreement immediately by written cure notice of any default. Contractor may be required to submit a written cure plan within five (5) business days of Suspension notification. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Cooperative Purchasing Master Agreement. All of Contractor's obligations to Enterprise Services and Purchasing Entity survive termination of Contractor's rights under this Cooperative Purchasing Master Agreement, until such obligations have been fulfilled.

14.2. **DEFAULT.** Each of the following events shall constitute default of this Cooperative Purchasing Master Agreement by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Cooperative Purchasing Master Agreement;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

14.3. **REMEDIES for DEFAULT.**

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Cooperative Purchasing Master Agreement are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasing Entity replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Cooperative Purchasing Master Agreement price and the replacement or cover price for identical equipment or services, as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement. Enterprise Services or Purchasing Entity will mitigate damages and provide Contractor with detailed invoices substantiating the charges.
- (c) Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Cooperative Purchasing Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, either Party shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order. Nothing in this Cooperative Purchasing Master Agreement shall be

construed to limit the rights and remedies available to either Party under the applicable commercial code.

- 14.4. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchasing Entity be liable to the other for exemplary or punitive damages. Contractor's total liability, whether for breach of contract, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the \$2,000,000 per claim or \$30,000,000 aggregate liability; *provided*, however, that nothing contained in this Section will in any way exclude or limit Contractor's liability for all damages arising out of gross negligence, personal injury or death.

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS AGREEMENT.

This limitation of liability provision survives the expiration or termination of this Cooperative Purchasing Master Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Cooperative Purchasing Master Agreement may be brought later than the limitations period specified by statute.

- 14.5. **GOVERNMENTAL TERMINATION.**

- (a) **Termination for Withdrawal of Authority.** Enterprise Services may suspend or terminate this Cooperative Purchasing Master Agreement if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Cooperative Purchasing Master Agreement; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor. Contractor will be entitled to seek a change order to the extent Contractor provides documentary evidence that Contractor has incurred additional costs as a result of the suspension including costs to demobilize and remobilize the project.
- (b) **Termination for Convenience.** Enterprise Services, for convenience, may terminate this Cooperative Purchasing Master Agreement; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services

already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.

15. CLAIMS.

- 15.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents to the extent caused by its operations under this Cooperative Purchasing Master Agreement. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchasing Entity's property resulting directly or indirectly from its acts or omissions under this Cooperative Purchasing Master Agreement, to the extent attributable to negligence by Contractor or its agents.
- 15.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services, any Purchasing Entity, and NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint) (NASPO) and their respective employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") to the extent arising from any negligent act or omission of Contractor or its successors, agents, and subcontractors under this Cooperative Purchasing Master Agreement, except to the extent such claims are caused by Enterprise Services, any Purchasing Entity, or NASPO's negligence. Contractor shall take all steps needed to keep Purchasing Entity's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Cooperative Purchasing Master Agreement or in any other document executed in conjunction with this Cooperative Purchasing Master Agreement.
- 15.3. INDEMNIFICATION – Intellectual Property. The Contractor will defend at its expense any suit brought against NASPO, NASPO ValuePoint, Participating State or Purchasing Entity, ("Customer") to the extent it is based on a third party claim alleging Contractor manufactured equipment or Contractor software ("Contractor Product") directly infringes a United States patent or copyright ("Intellectual Property Claim") if Contractor receives reasonably prompt written notice of such claim or suit. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense.

If an Intellectual Property Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense: (a) procure for Customer the right to continue using the Contractor Product; (b) replace or modify the Contractor Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Contractor Product and grant Customer a credit for the Contractor Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

- (1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - (b) modified by a third party other than Contractor
 - (c) specified by the Contractor to work with the Product; or
 - (d) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - (e) it would be reasonably expected to use the Product in combination with such product, system or method.

This Section 15 provides Customer's sole and exclusive remedies and Contractor's entire liability in the event of an Infringement Claim. Customer has no right to recover and Contractor has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 15 are subject to and limited by the restrictions set forth in Section 14.4.

16. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Cooperative Purchasing Master Agreement efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

17. GENERAL PROVISIONS.

- 17.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Cooperative Purchasing Master Agreement.
- 17.2. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law.
- 17.3. **INTEGRATED AGREEMENT.** This Cooperative Purchasing Master Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 17.4. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Cooperative Purchasing Master Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 17.5. **AUTHORITY.** Each party to this Cooperative Purchasing Master Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that

it has full power and authority to enter into this Cooperative Purchasing Master Agreement and that its execution, delivery, and performance of this Cooperative Purchasing Master Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- 17.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Cooperative Purchasing Master Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- 17.7. ASSIGNMENT. Contractor may not assign its rights under this Cooperative Purchasing Master Agreement without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Cooperative Purchasing Master Agreement in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Cooperative Purchasing Master Agreement notwithstanding any prior assignment of its rights.
- 17.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Cooperative Purchasing Master Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 17.9. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Cooperative Purchasing Master Agreement, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 17.10. FEDERAL FUNDS. To the extent that any Purchasing Entity uses federal funds to purchase goods and/or services pursuant to this Cooperative Purchasing Master Agreement, such Purchasing Entity shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery. Contractor shall have reasonable opportunity to review, and if required, clarify such requirement or certification prior to accepting any such order.
- 17.11. SEVERABILITY. If any provision of this Cooperative Purchasing Master Agreement is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Cooperative Purchasing Master Agreement, and to this end the provisions of this Cooperative Purchasing Master Agreement are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Cooperative Purchasing Master Agreement.
- 17.12. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its

obligations under this Cooperative Purchasing Master Agreement, nor shall any purported oral modification or rescission of this Cooperative Purchasing Master Agreement by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

- 17.13. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Cooperative Purchasing Master Agreement shall survive and remain in effect following the expiration or termination of this Cooperative Purchasing Master Agreement, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 17.14. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Cooperative Purchasing Master Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, and effect of any Participating Addendum pertaining to the Cooperative Purchasing Master Agreement or Order placed pursuant to such Participating Addendum shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- 17.15. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Cooperative Purchasing Master Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington; *Provided*, however, that venue for any claim, dispute, or action concerning any Order placed against the Cooperative Purchasing Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- 17.16. **SOVEREIGN IMMUNITY.** In no event shall this Cooperative Purchasing Master Agreement, any Participating Addendum or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.
- 17.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Cooperative Purchasing Master Agreement or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 17.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Cooperative Purchasing Master Agreement shall be construed as a whole according to their common meaning and not

strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Cooperative Purchasing Master Agreement. Each party hereto and its counsel has reviewed and revised this Cooperative Purchasing Master Agreement and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Cooperative Purchasing Master Agreement. Each term and provision of this Cooperative Purchasing Master Agreement to be performed by either party shall be construed to be both a covenant and a condition.

- 17.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Cooperative Purchasing Master Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Cooperative Purchasing Master Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Cooperative Purchasing Master Agreement.
- 17.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Cooperative Purchasing Master Agreement in their entirety.
- 17.21. CAPTIONS & HEADINGS. The captions and headings in this Cooperative Purchasing Master Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Cooperative Purchasing Master Agreement nor the meaning of any provisions hereof.
- 17.22. ELECTRONIC SIGNATURES. An electronic signature of this Cooperative Purchasing Master Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Purchasing Master Agreement or such other ancillary agreement for all purposes.
- 17.23. COUNTERPARTS. This Cooperative Purchasing Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Cooperative Purchasing Master Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Cooperative Purchasing Master Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Elena McGrew
Elena McGrew
Its: Acting Statewide Enterprise Procurement
Manager

MOTOROLA SOLUTIONS, INC.
A DELAWARE CORPORATION

By: Neil Thomas
Neil Thomas
Its: Regional Vice President and Director of
Sales

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Cooperative Purchasing Master Agreement, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.

The insurance coverage limits set forth herein are required. Contractor's insurance coverage shall be the amounts specified. Coverage in the amounts of these limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability and, Commercial Automobile Liability, Insurance shall include the State of Washington and all authorized Purchasing Entity (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Cooperative Purchasing Master Agreement, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Cooperative Purchasing Master Agreement, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and amounts, have been secured. In addition, no less than five (5) days prior to coverage expiration, Contractor shall furnish to

Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All certificates of insurance shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Cooperative Purchasing Master Agreement Insurance Certificate
**Cooperative Purchasing Master Agreement
No. 00318 – Public Safety Communications Products, Services and Solutions**
Attn: Team Cypress
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411

Email: DESContractsTeamCypress@des.wa.gov

Note: For Email notice, the Email Subject line must state:
**Cooperative Purchasing Master Agreement Insurance Certificate –
No. 00318 – Public Safety Communications Products, Services and Solutions**

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchasing Entity. All insurance or self-insurance of the State of Washington and/or Purchasing Entity shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Prior to utilizing any subcontractor, Contractor shall require any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchasing Entity for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation without at least thirty (30) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement.

9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Cooperative Purchasing Master Agreement.

00318 NVP-MA Motorola Clean-20211221_MSI_signed

Final Audit Report

2022-01-04

Created:	2022-01-04
By:	Neva Peckham (neva.peckham@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATm9nOYpuw4mH_AHN_ril9XZfWe7EIZrX

"00318 NVP-MA Motorola Clean-20211221_MSI_signed" History

-  Document created by Neva Peckham (neva.peckham@des.wa.gov)
2022-01-04 - 3:00:02 PM GMT- IP address: 198.238.242.30
-  Document emailed to Elena McGrew (elena.mcgrew@des.wa.gov) for signature
2022-01-04 - 3:01:00 PM GMT
-  Email viewed by Elena McGrew (elena.mcgrew@des.wa.gov)
2022-01-04 - 4:25:28 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Elena McGrew (elena.mcgrew@des.wa.gov)
Signature Date: 2022-01-04 - 10:19:39 PM GMT - Time Source: server- IP address: 198.238.242.30
-  Agreement completed.
2022-01-04 - 10:19:39 PM GMT



**Alternate Contract Source (ACS)
No. 43190000-22-NASPO-ACS**

For

Public Safety Communications Products, Services, and Solutions

This Alternate Contract Source No. 43190000-22-NASPO-ACS, Public Safety Communications Products, Services, and Solutions (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Motorola Solutions, Inc. (Contractor), located at 500 W Monroe Street Suite 4400, Chicago, IL 6661-3781 collectively referred to herein as the “Parties.”

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract.

WHEREAS, the State of Washington, competitively procured public safety communication products, services, and solutions and executed Master Agreement 00318, (Master Agreement), with the Contractor;

WHEREAS, the Secretary of Management Services has evaluated the Master Agreement and determined that use of the Master Agreement is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Agreement became effective January 1, 2022, and its term currently ends on December 31, 2026. The Master Agreement has two years of renewals available. The Contract will become effective on the date signed by all Parties. The Contract will expire on December 31, 2026, unless terminated earlier or renewed in accordance with Exhibit A or Exhibit B, Special Contract Conditions, as applicable.

2. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, C, and this Contract document constitute the Participating Addendum to the Master Agreement and modify or supplement the terms and conditions of the Master Agreement. All exhibits listed below are incorporated by reference

**Alternate Contract Source (ACS)
No. 43190000-22-NASPO-ACS
For
Public Safety Communications Products, Services, and Solutions**

into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

- a) This Contract document
- b) Exhibit A: Additional Special Contract Conditions
- c) Exhibit B: Special Contract Conditions
- d) Exhibit C: Price Sheet
- e) Exhibit D: Master Agreement (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation. The lack of a comparable Florida law does not limit the effectiveness of any provision in the Master Agreement except to the extent the provision conflicts with this Contract.

3. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

4. Primary Contacts.

Department's Contract Manager:

Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:

Andrew Chyterbok
Motorola Solutions, Inc.
500 W Monroe Street
Suite 4400
Chicago, IL 6661-3781
Tel: (360) 409-3223
andrew.chyterbok@motorolasolutions.com

Alternate Contract Source (ACS)
No. 43190000-22-NASPO-ACS
For
Public Safety Communications Products, Services, and Solutions

5. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Agreement after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

MOTOROLA SOLUTIONS, INC.

DocuSigned by:



Name: Danny Sanchez

Title: Territory Vice President

2/28/2022 | 5:03 PM EST

Date:

DEPARTMENT OF MANAGEMENT SERVICES

J. Todd Inman, Secretary

Date:

Alternate Contract Source (ACS)
No. 43190000-22-NASPO-ACS
For
Public Safety Communications Products, Services, and Solutions

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Name: Danny Sanchez

Title: Territory Vice President

2/28/2022 | 5:03 PM EST

Date:

DEPARTMENT OF MANAGEMENT SERVICES



J. Todd Inman, Secretary

3/8/2022

Date:



ADDITIONAL SPECIAL CONTRACT CONDITIONS

EXHIBIT A

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

- A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.
- C. Preferred Pricing Affidavit: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions.
- D. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
 - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
 - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
 - Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)
- E. Punchout Catalog and Electronic Invoicing.
The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a

supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

- F. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

- 1) Contract Quarterly Sales Reports. The Contractor shall submit complete Quarterly Sales Reports to the Department's Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel using the DMS Quarterly Sales Report Format, which can be accessed at https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the quarter, the Contractor must email the DMS Contract Manager confirming there was no activity.

- 2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.
 - 3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.
 - 4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
- G. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15 th calendar day after the end of each month	\$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

- H. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:
- a. Contract compliance
 - b. Contract savings (in dollar amount and cost avoidance)
 - c. Spend reports by Customer
 - d. Recommendations for improved compliance and performance
- I. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed a one percent transaction fee or less, or an increased fee as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law.

Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or

hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

J. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

EXHIBIT B

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



Village of Palm Springs

Executive Brief

AGENDA DATE: May 9, 2024

DEPARTMENT: Planning, Zoning & Building

ITEM #13: Resolution No. 2024-16 - Approved Proposed Mural Permit Application - Village of Palm Springs - Library Department - 217 Cypress Lane

SUMMARY: Josefina Maliska, Department Director of the Village of Palm Springs Library, is requesting approval of a permit to paint a mural or art forms on the west wall of the Public Library building located at 217 Cypress Lane, which is visible from Davis Road right-of-way.

The proposed mural has a complementary color scheme to the surrounding buildings. The mural adds aesthetic appeal without clashing with the existing environment. This exterior painting will add community value as the theme reflects the community's diversity and love for our local library. The mural's theme resonates with the surrounding neighborhood and celebrates the empowerment of reading. The scale of the mural is proportional and appropriate to the space. It does not overwhelm the area. The mural is high-quality work by a skilled artist and will elevate the area, attract visitors, and instill pride among residents. The mural location will be enhanced with lighting for better visibility at night.

The proposed mural is a colorful drawing accompanied by educational and fantasy enhancement that can cast a spell on the viewer with its darkened and mystical landscape.

The mural depicts a mystical owl with an open book above and a diversity of 4 people reading books with absolute fascination. The mural will be approximately 663 square feet, covering 100% of the west elevation of the building.

FISCAL IMPACT:

Funding to support the proposed mural is available within the FY 2024 Budget.

ATTACHMENTS:

1. Proposed Resolution No. 2024-16 - Village of Palm Springs Library Mural Permit
2. Exhibit "A" Mural
3. Application Mural Sign
4. Mural Capability Statement
5. Material Specifications
6. Letter of Recommendation Makela Art Studio LLC

RESOLUTION NO. 2024-16

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) THE APPLICATION OF MS. JOSEFINA MALISKA, DEPARTMENT DIRECTOR (“APPLICANT”) OF THE VILLAGE OF PALM SPRINGS LIBRARY, A MURAL PERMIT TO A MURAL OR ART FORMS ON THE WEST WALL OF THE PUBLIC LIBRARY BUILDING LOCATED AT 217 CYPRESS LANE, WHICH IS VISIBLE FROM DAVIS ROAD RIGHT-OF-WAY, ACCORDING TO SECTION 34-295 VILLAGE CODE OF ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Josefina Maliska, Department Director of the Village of Palm Springs Library, has applied for a permit to paint a mural or art forms on the west wall of the Public Library building, located at 217 Cypress Lane, which is visible from Davis Road right-of-way. The mural depicts a mystical owl with an open book above and a diversity of people reading books with absolute fascination. The mural will be approximately 663 square feet, covering 100% of the west elevation of the building; and

WHEREAS, according to Section 34-295 of the Village Code of Ordinances, upon application by a property owner, the Village Council may, after a quasi-judicial hearing public hearing, authorize the issuance of wall mural permits where it determines that the murals will not by their size, location, appearance, design, number or manner of display be detrimental to the appearance of the community nor endanger the health, safety and general welfare of the public; are compatible with the buildings they are located on and the communities they are located in, to reduce traffic hazards and to preserve the right of free speech exercised through the use of murals; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the applicant; has received and considered the recommendations of the Village Staff; and has otherwise been fully informed regarding this matter.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. The Village Council, having received and considered the application of the Village of Palm Springs Library for the installation of one (1) mural totaling approximately 663 square feet, for the building located at 217 Cypress Lane and the same having been heard in Regular Session on May 9, 2024, and having been otherwise fully apprised of the premises herein, the Village Council hereby (denies the said application - approves the said application - or approves the said application with the conditions attached hereto as “**EXHIBIT “A”**” and incorporated herein by reference).

a. Notwithstanding any exceptions, conditions or other approvals granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

Resolution No. 2024-16 – One (1) Mural for the Village of Palm Springs Library

Section 2. This Resolution shall take effect immediately upon adoption.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEVERLY “BEV” SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, _____	☐	☐	☐
PATRICIA “PATTI” WALLER, _____	☐	☐	☐
KIM SCHMITZ, _____	☐	☐	☐
GARY READY, _____	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this day of MAY 9, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEVERLY “BEV” SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



17 FEET

VILLAGE OF PALM SPRINGS
LIBRARY

50 FEET







Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Phone (561) 584-8200 Ext.8460
www.vpsfl.org

MURAL SIGN PERMIT APPLICATION

\$500.00 FILING FEE

****IS THIS APPLICATION A RESULT OF A CODE ENFORCEMENT VIOLATION? YES ____ OR NO x ****
*****IF YES; SUBMIT A COPY OF YOUR ORDER OF FINDING VIOLATION*****

Property Control No. 70-43-44-18-38-002-0000 Date: 4/18/2024

Type of Permit: Building ____, Plumbing ____, Mechanical ____, Electrical ____

Application No. _____

Owner's Name Village of Palm Springs Phone 561-584-8350
Owner's Address 217 Cypress Lane Fax _____
City Palm Springs State FL Zip 33461

Mural Creator Name Sami Makela Phone 561-667-1908
Address 1106 N K Street Fax _____
City Lake Worth State FL Zip 33460

*****Please attach examples of previous work done with references*****

Location of Mural N / S / E / W WALL(S) OF BUILDING / PERMITER WALL / SIGN / OTHER
Address 217 Cypress Lane
City Palm Springs State FL Zip 33461

Legal Description Palm Springs Village of Governmental Area PAR B

Written Description of Work The Mural will be 55'x17' (9')

The main background is a fantasy enchantment, that can cast a spell on the viewer, with it's darkened and mystical landscape.

the painting consists of a mystical owl ,& an opened book at the end. A diversity of 4 people are reading books with absolute fascination.

Square Footage of proposed Mural 663 ~~935~~ sqft Square Footage of Façade 663 sqft

Value of Work \$ 15,000.00 Permit Fee \$ N/A

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and all that work will be performed to meet the standard of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for all LIGHTING AND ELECTRICAL WORK, ETC.

I further acknowledge the following:

- Issuance of a permit is valid for a period of 6 months
- Failure to comply with applicable regulations may result in the revocation of this permit. All work will be performed in accordance with permitted plans.

There may be other restrictions on the use of your property filed in the public records.

To receive credit for any variance, waiver, or agreement pertaining to this property, a copy of the waiver, variance or agreement must be submitted with this application for permit.

NOTICE TO PROPERTY OWNER

PLEASE READ THIS NOTICE CAREFULLY – IT MAY SAVE YOU FROM PAYING TWICE FOR HOME REPAIRS, IMPROVEMENT OR NEW CONSTRUCTION.

FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT. IN ORDER TO PROTECT YOURSELF FROM PAYING TWICE, YOU MUST TAKE THE FOLLOWING STEPS:

BEFORE ANY WORK IS DONE BY YOU OR YOUR CONTRACTOR, IMMEDIATELY FILE FOR AND RECORD A NOTICE OF COMMENCEMENT WITH THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. THIS STEP IS REQUIRED BY THE FLORIDA CONSTRUCTION LIEN LAW.

IF YOU HAVE HIRED A CONTRACTOR TO DO THE WORK, MAKE SURE THAT THE CONTRACTOR OBTAINS THE PERMIT. THE CONTRACTOR'S SIGNATURE INDICATES HE OR SHE IS RESPONSIBLE FOR THE WORK, AND IF THE WORK IS NOT PERFORMED ACCORDING TO CODE, THE CITY CAN REQUIRE CORRECTIVE ACTION BY THE PARTY WHO OBTAINED THE PERMIT. FURTHERMORE, IF THE CONTRACTOR IS NOT LICENSED, YOU CAN BE IN VIOLATION OF STATE LAW BY ALLOWING AN UNLICENSED PERSON TO DO THIS WORK.

SINCE YOU OR YOUR CONTRACTOR HAVE APPLIED FOR A BUILDING PERMIT FOR WORK TO BE DONE ON PROPERTY YOU OWN, YOU SHOULD BE AWARE THAT:

ANY PERSON WHO FURNISHED LABOR (A CONTRACTOR, SUBCONTRACTOR OR LABORER) OR SUPPLIES MATERIALS FOR YOUR HOME REPAIR, IMPROVEMENT OR NEW CONSTRUCTION MAY BE ABLE TO FILE A CLAIM (CALLED A LIEN) AGAINST YOU IF HE HAS NOT BEEN PAID BY YOUR CONTRACTOR OR YOU. YOU ARE LIABLE TO SUBCONTRACTORS OR SUPPLIERS IF THEY ARE NOT PAID BY YOUR CONTRACTOR OR YOURSELF.

AT THE COMPLETION OF WORK, REQUIRE THE CONTRACTOR TO GIVE YOU A SWORN NOTARIZED STATEMENT INDICATING ALL BILLS FOR LABOR AND MATERIALS HAVE BEEN

PAID OR A LIST NAMING THOSE SUPPLYING LABOR AND MATERIALS THAT HAVE NOT BEEN PAID. ASK FOR THE AFFIDAVIT BEFORE MAKING THE LAST PAYMENT. FOR FURTHER INFORMATION ON THE FLORIDA CONSTRUCTION LIEN LAW, YOU SHOULD READ CHAPTER 713 OF THE FLORIDA STATUTES. CONTACT YOUR LOCAL CONSUMER PROTECTION AGENCY OR THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (800-435-7352, TOLL FREE) OR CONSULT A PRIVATE ATTORNEY. YOU MAY NEED TO TAKE ADDITIONAL ACTION FOR COMPLETE PROTECTION.

THIS INFORMATION IS PROVIDED AS REQUIRED BY LAW. THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES AND YOUR LOCAL BUILDING PERMIT OFFICE ASSUME NO RESPONSIBILITY IN THIS REGARD, AND FURNISHING THIS INFORMATION DOES NOT IMPLY THAT YOUR CONTRACTOR IS UNRELIABLE.

UNLICENSED CONTRACTORS: NO PERSON SHALL ENGAGE IN BUSINESS OR ACT IN THE CAPACITY OF A CONTRACTOR WITHOUT BEING DULY REGISTERED OR CERTIFIED. ANY PERSON WHO VIOLATES THIS PROVISION IS GUILTY OF A MISDEMEANOR OF THE FIRST DEGREE AND MAY BE PUNISHED BY A PRISON TERM NOT EXCEEDING ONE (1) YEAR AND/OR A FINE NOT TO EXCEED \$1,000 (SECTION 489.127 FLORIDA STATUTES).

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

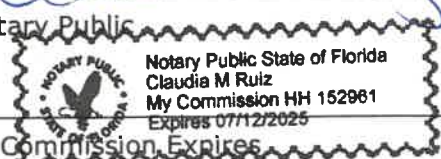
Signature 
Owner

Signature 
Contractor

The foregoing instrument was acknowledged
before me by means of physical presence ☒

or ☐ online notarization this 19th day
of April, 2024 by
Michael Bernstein

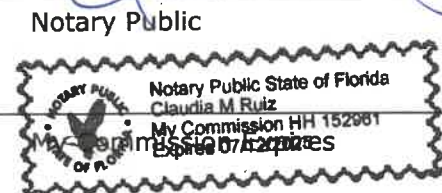
who is personally known to me, or who has
produced _____
as identification.


Notary Public

My Commission Expires _____

The foregoing instrument was acknowledged
before me by means of physical presence ☒

or ☐ online notarization this 19th day
of April, 2024 by
Sami Makela

who is personally known to me, or who has
produced FL. DR Lic
as identification.


Notary Public

My Commission Expires _____

APPLICATION APPROVED BY: _____ Permit
Officer



The following items need to be submitted with this Sign Permit Application:

1. Two (2) copies of detailed drawings, drawn to scale, containing complete plans and specifications to show content, color, textures and materials that will comprise the mural and manner of application, including but not limited to an exact picture, graphic or other description.
- ✓ 2. Description of how the proposed mural will be compatible with the affected property, adjacent properties and the surrounding neighborhood.
3. A statement regarding the durability and anticipated maintenance of the materials considering the location and positioning of the mural.
- ✓ 4. The timeline for the completion of the mural. 6 weeks
- ✗ 5. A list of the names and addresses of, and mailing labels for the owners and occupants of real property bounding and abutting the property where the mural is to be located and the property owners located within 300 feet thereof for purposes of mailing notice of the mural to such persons.

Please Note: Any permit issued shall become invalid unless the work authorized by such permit shall have been commenced within ninety (90) days after the issuance thereof, or if the work authorized by the permit is suspended or abandoned for a period of one (1) month after the time of work is commenced. A mural permit shall expire and become null and void if the mural for which the approval was issued and all condition imposed in connection with the approval have not been completed within six (6) months of issuance of the mural permit.

ATTENTION

ALL CONSTRUCTION/BUILDING DEBRIS MUST BE REMOVED BY CONTRACTOR/OWNER BUILDER

**A CONSTRUCTION DUMPSTER SHALL BE USED FOR LARGE JOBS AND SUPPLIED BY
WASTE PRO USA
(561) 478-9590**

THE VILLAGE OF PALM SPRINGS WILL NOT PICK UP CONSTRUCTION MATERIALS



Palm Springs Public Library

217 Cypress Lane Palm Springs FL 33461

Mural Proposal:

The proposed mural as shown in “Exhibit A” has a complimentary color scheme to the surrounding buildings. The mural adds aesthetic appeal without clashing the existing environment. This exterior painting will add community value as the theme reflects the community’s diversity and love for our local library. The mural’s theme resonates with the surrounding neighborhood and celebrates the empowerment of reading. The Scale of the mural is proportional and appropriate to the space it does not overwhelm the area. The mural is a high-quality work by a skilled artist and will elevate the area and attract visitors and instill pride among residents. The mural location will be enhanced with lighting for better visibility in the nighttime.



REGAL[®] SELECT

EXTERIOR PAINT – MOORGARD[®]

LOW LUSTRE FINISH W103

Features

- Excellent flow and leveling. Easy to apply by brush, roller or spray
- Durable finish resists fading, cracking, peeling, blistering, dirt pick-up, alkali, and fumes
- Superior adhesion and excellent resistance to chalking
- Lifetime warranty (see label for details)
- Soap and water clean up
- Mildew resistant
- Low temperature application
- Excellent uniformity and touch up
- Self priming

Recommended For

For exterior use on wood siding, trim, doors, sash, shingles; cured or previously painted masonry such as stucco, cement block construction, poured and precast concrete, unglazed brick, aluminum, vinyl, or site-primed hardboard siding; and previously painted or primed metal.

General Description

A premium quality, self priming, 100% acrylic exterior house paint in a popular low lustre finish. Our latest technological improvement, using 100% acrylic resin and proprietary alkyd technology, provides superior adhesion, especially to chalky substrates. This high solids formula delivers excellent durability, long lasting protection, and is suitable for a variety of exterior surfaces and can be applied at a wider temperature range.

Limitations

- Do not apply when air and surface temperatures are below 35 °F

Product Information

Colors — Standard:

White (01), Black (80)

— Tint Bases:

Benjamin Moore[®] Gennex[®] bases 1X, 2X, 3X & 4X

— Special Colors:

Contact your Benjamin Moore representative

Certifications & Qualifications:

VOC compliant in all regulated areas

Master Painters Institute MPI # 214

Water Vapor permeance (breathability) ASTM D1653: 52.6 perms

Technical Assistance

Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com

Technical Data[◇]

Pastel Base

Vehicle Type Acrylic

Pigment Type Titanium Dioxide

Volume Solids 43%

Coverage per Gallon at Recommended Film Thickness 300 – 400 Sq. Ft.

Recommended Film Thickness
– Wet 4.6 mils
– Dry 2.0 mils

Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.

Dry Time @ 77 °F
(25 °C) @ 50% RH
– To Touch 2 Hours
– To Recoat 4 Hours

High humidity and cool temperatures will result in longer dry, recoat and service times.

Dries By Evaporation, Coalescence

Viscosity 103 ± 2 KU

Flash Point None

Gloss / Sheen Low Lustre (9 – 15 @ 60°)

Surface Temperature at Application
– Min. 35 °F
– Max. 100 °F

Thin With See Chart

Clean Up Thinner Clean Water

Weight Per Gallon 11.4 lbs

Storage Temperature
– Min. 40 °F
– Max. 90 °F

Volatile Organic Compounds (VOC)

36 Grams/Liter 0.30 lbs./Gallon

[◇] Reported values are for Pastel Base. Contact Benjamin Moore for values of other bases or colors.

Regal® Select Exterior Paint - MoorGard® Low Lustre Finish (W103)

Surface Preparation

Surfaces must be clean and free of grease, wax, and mildew. Remove excessive chalk and loose or scaling paint. If previously coated with cement-base water paints, clean by sandblasting. Glossy surfaces must be dulled. Un-weathered areas such as eaves, ceilings, and overhangs should be washed with a detergent solution and/or rinsed with a strong stream of water from a garden hose to remove contaminants that can interfere with proper adhesion. Stains from mildew must be removed by cleaning with Benjamin Moore® Clean (N318) prior to coating the surface. **Caution:** Refer to the (N318) Clean technical data and material safety data sheets for instructions on its proper use and handling. For metal surfaces, remove rust. Wipe down with paint thinner to remove surface oils if compliant with local requirements.

All new masonry surfaces must be power washed or brushed thoroughly with stiff fiber bristles to remove loose particles. New masonry substrates must be allowed to cure for 30 days before priming or painting. Poured or pre-cast concrete with a very smooth surface should be etched or abraded to promote adhesion, after removing all form release agents and curing compounds.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Primer/Finish Systems

Regal® Select Exterior is self priming on most properly prepared substrates, including: wood, fiber cement board, hardboard, nonferrous metals and cured masonry surfaces. On bare substrates two coats are required; previously painted surfaces can be finished with 1 or 2 coats. **Special Note:** Certain custom colors require a Deep Color Base Primer tinted to a special prescription formula to achieve the desired color. Consult your retailer.

Wood and Engineered Wood Products:

Primer: No primer needed

Finish: 2 coats Regal® Select Exterior Paint - MoorGard® Low Lustre Finish (W103)

Bleeding Type Woods, (Redwood and Cedar):

Primer: Fresh Start® Exterior Wood Primer (094); for light tannin bleed situations 1 or 2 coats of Fresh Start® High-Hiding All Purpose Primer (046) may be used.

Finish: 1 or 2 coats Regal® Select Exterior Paint - MoorGard® Low Lustre Finish (W103)

Vinyl Siding & Vinyl Composite:

In most cases, a primer is not necessary. Only areas of pitted and porous vinyl siding must be primed. In these cases, we recommend Fresh Start® High-Hiding All Purpose Primer (046), or Fresh Start® Multi-Purpose Latex Primer (N023). **Colors that are safe for use on vinyl siding** - Do not paint vinyl with any color darker than the original color or having a Light Reflective Value (LRV) of less than 55 unless it is in the Benjamin Moore approved Colors for Vinyl palette and comports with the specific vinyl manufacturer guidelines when making the color selection and painting. Otherwise, the color will absorb more heat, possibly causing the siding to warp, resulting in additional repairs and expenses.

Rough or Pitted Masonry:

Primer: Ultra Spec® Hi-Build Masonry Block Filler (571)

Finish: 1 or 2 coats Regal® Select Exterior Paint - MoorGard® Low Lustre Finish (W103)

Poured or Pre-cast Concrete and Fiber Cement Siding:

Primer: No primer needed

Finish: 2 coats Regal® Select Exterior Paint - MoorGard® Low Lustre Finish (W103)

Ferrous Metal (Steel and Iron):

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04) or Super Spec HP® Alkyd Metal Primer (P06)

Finish: 1 or 2 coats Regal® Select Exterior Paint - MoorGard® Low Lustre Finish (W103)

Non-Ferrous Metal (Galvanized & Aluminum):

All new metal surfaces must be thoroughly cleaned with an Oil & Grease Emulsifier Corotech® V600 to remove contaminants. New shiny non-ferrous metal surfaces that will be subject to abrasion should be dulled with very fine sandpaper or a synthetic steel wool pad to promote adhesion.

Primer: No primer needed

Finish: 2 coats Regal® Select Exterior Paint - MoorGard® Low Lustre Finish (W103)

Repaint, All Substrates: Prime bare areas with the primer recommended for the substrate above.

Application

Stir thoroughly before and during use. Apply one or two coats. For best results, use a Benjamin Moore® custom-blended nylon/polyester brush Benjamin Moore® roller, or a similar product. This product can also be sprayed.

Spray, Airless: Fluid Pressure — 1,500 to 2,500 PSI;
Tip — .013 - .017 Orifice.

Thinning/Clean Up

Thinning is unnecessary, but if required to obtain desired application properties, a small amount of clean water may be added. Never add other paints or solvents. Clean up with warm soapy water. Brushes should be given an additional quick rinse with mineral spirits if compliant with local requirements, followed by a second wash in soapy water, then rinsed thoroughly. Spray equipment should be given a final rinse with mineral spirits to prevent rusting if compliant with local requirements.

Conditioning with Benjamin Moore® 518 Extender may be necessary under certain conditions to adjust open time or spray characteristics. The chart below is for general guidance

	Mild conditions	Severe Conditions
	Humid (RH> 50%) with no direct sunlight & with little to no wind	Dry (RH<50%), in direct sunlight, or windy conditions
Brush: Nylon / Polyester	No thinning necessary	Add 518 Extender or water: Max of 8 fl. oz. to a gallon of paint Never add other paints or solvents.
Roller: Premium Quality		
Spray: Airless Pressure: 1500 -2500 psi Tip: 0.013-0.017		

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry empty containers may be recycled in a can recycling program. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.**

Environmental Health & Safety Information

WARNING Cancer Hazard. Contains Crystalline Silica that can cause cancer when in respirable form (spray mist or sanding dust).

Use only with adequate ventilation. Do not breathe spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



WARNING: Cancer and Reproductive Harm—
www.P65warnings.ca.gov

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under “Clean Up”.

**KEEP OUT OF REACH OF CHILDREN
PROTECT FROM FREEZING**

**Refer to Safety Data Sheet for additional health
and safety information.**

Product information | TECHNICAL DATA SHEET

MTN 94. Solid Colors. Matt paint, high coverage and fast drying times.
400 ml, 11 Oz, 312 g.

GENERAL DESCRIPTION

This is a spray paint with a matt finish. It is made with next generation modified alkyd resins and has been developed to meet the highest demands from the graffiti and fine arts market, and is also adaptable to the needs of interior and exterior decoration. Designed and formulated with the highest quality products, with the focus always being on color consistency, fast drying, and without forgetting respect for the user and the environment. Its name is in honor of the year in which the company was founded.

FEATURES

- Fast drying.
- Good hardening.
- Excellent flexibility.
- Strong resistance to scratching once the film is polymerized.
- Does not contain lead nor other heavy metals.
- Good covering capability.
- Color durability.
- Easy to apply and repaint.
- Very good resistance to the sun and rain.
- Very good resistance to UV light (see chart).

INSTRUCTIONS FOR USE

- Shake the aerosol well before using, approximately for one minute after hearing the sound of the mixer.
- Apply to clean, dry surfaces. On rusty metallic surfaces remove rust with a wire brush and prepare an anti-rust primer if considered necessary. Apply an anchor layer on plastics and polyesters.
- For best results apply in thin layers. Three thin layers are always better than one thick one, and may be repainted within fifteen minutes with the same paint.
- Turn the aerosol upside down to clean out the valve after use.
If the nozzle becomes blocked replace it with a new one.
- Never apply to equipment that is plugged in and use in well ventilated areas.
- Request safety datasheets.

PHYSICAL PROPERTIES

Valve:	Polyvalent female valve
Propellant:	Butane / Propane / Mix
Type of liant:	Modified alkyd
Color:	See chart
Shine 60° (ASTM D-523 ISO 2813):	15-25% matt
Dry to the touch (ASTM D-1640 ISO 1517):	10'
Completely dry (ASTM D-1640 ISO 1517):	24 h
Thickness of dry layer (ASTM D-823 ISO 2808):	15 micras/layer
Adherence (ASTM D-3359 ISO 2409):	0 B
Theoretical yield (continuous painting):	3 m² for 400 ml
Thinner:	Ethyl acetate
Product life:	(Well Stored) 10 Years
Condition for application:	Minimum room temperature 8°C Surface temperature 5°C a 50°C Max humidity 85% R.H.P
Heat resistance of paint:	100°C
Repainting/varnishing time:	Between 15 minutes and 2 hours

* All of the adherence tests have been carried out on iron plates.

APPLICATIONS

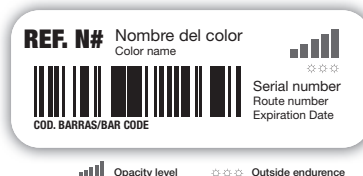
Due to the product's features we recommend its use in precision jobs and given its matt finish and thus its anti-reflective qualities, we would especially recommend it for photographic and artistic jobs. May also be used in:

- DIY
- Gardening
- Transport
- Fine arts
- Graffiti
- Sign painting
- Plumbing
- Industry
- Muralism

IMAGE



LABEL



CAP SYSTEM



COLORS 217 Colors

RV 189 Amarillo Ipanema / Ipanema Yellow EX0140189M	RV 193 Chicle / Chewing Gum EX0140193M	RV 321 Violeta Abril / April Violet EX0140321M
RV 20 Amarillo Fiesta / Party Yellow EX0140020M	RV 115 Tutti Frutti / Tutti Frutti EX0140115M	RV 195 Violeta Shiva / Shiva Violet EX0140195M
RV 109 Amarillo Canarias / Canarias Yellow EX0140109M	RV 3017 Rojo Fiebre / Fever Red EX01403017M	RV 322 Violeta Arlet / Arlet Violet EX0140322M
RV 1021 Amarillo Claro / Light Yellow EX0141021M	RV 116 Rojo Sangre / Blood Red EX0140116M	RV 170 Violeta Persia / Persia Violet EX0140170M
RV 110 Amarillo Yosemite / Yosemite Yellow EX0140110M	RV 3001 Rojo Vivo / Vivid Red EX0143001M	RV 323 Violeta Mandala / Mandala Violet EX0140323M
RV 111 Verde Babel / Babel Green EX0140111M	RV 47 Rojo Clandestino / Clandestine Red EX0140047M	RV 276 Violeta Obispo / Bishop Violet EX0140276M
RV 112 Verde Misión / Mission Green EX0140112M	RV 3004 Rojo Burdeos / Bordeaux Red EX0143004M	RV 275 Violeta Raval / Raval Violet EX0140275M
RV 113 Verde Dragón / Dragon Green EX0140113M	RV 3007 Rojo Cherokee / Cherokee Red EX0143007M	RV 283 Violeta Sultan / Sultan Violet EX0140283M
RV 114 Verde Maya / Maya Green EX0140114M	RV 77 Rojo Noche / Red Night EX0140077M	RV 274 V. Reverendo / Reverend Violet EX0140274M
RV 192 Sundance / Sundance EX0140192M	RV 194 Rosa Supernova / Supernova Pink EX0140194M	RV 310 Violeta República / Republic Violet EX0140310M
RV 102 Naranja Dalai / Dalai Orange EX0140102M	RV 164 Rosa Tokyo / Tokyo Pink EX0140164M	RV 311 Violeta Woodstock / Woodstock Violet EX0140311M
RV 103 Naranja Plural / Plural Orange EX0140103M	RV 165 Rosa Orquídea / Orchid Pink EX0140165M	RV 171 Violeta Comunidad / Community Violet EX0140171M
RV 50 Naranja Solar / Solar Orange EX0140050M	RV 4003 Erika / Erika EX0144003M	RV 172 Violeta Destino / Destiny Violet EX0140172M
RV 105 Mandarina / Tangerine EX0140105M	RV 4010 Magenta / Magenta EX0144010M	RV 173 Ultravioleta / Ultraviolet EX0140173M
RV 106 Naranja Lava / Lava Orange EX0140106M	RV 166 Rojo Açal / Açal Red EX0140166M	RV 174 Violeta Venus / Venus Violet EX0140174M
RV 2004 Naranja / Orange EX0142004M	RV 167 Rojo Rioja / Rioja Red EX0140167M	RV 175 Violeta Electra / Electra Violet EX0140175M
RV 107 Naranja Marte / Mars Orange EX0140107M	RV 168 Rojo Ira / Danger Red EX0140168M	RV 28 Violeta Cosmos / Cosmos Violet EX0140028M
RV 108 Naranja Fénix / Phoenix Orange EX0140108M	RV 169 Rojo Taurus / Taurus Red EX0140169M	RV 27 Violeta Vampiro / Vampire Violet EX0140027M
RV 190 Blanco Malta / Malta White EX0140190M	RV 196 Rosa Saudade / Saudade Pink EX0140196M	RV 312 Azul Sagan / Sagan Blue EX0140312M
RV 1013 Blanco Hueso / Bone White EX0141013M	RV 86 Rosa Boreal / Boreal Pink EX0140086M	RV 313 Azul Martínez / Martínez Blue EX0140313M
RV 135 Marrón Safari / Safari Brown EX0140135M	RV 87 Rosa Stereo / Stereo Pink EX0140087M	RV 314 Azul Romero / Rosemary Blue EX0140314M
RV 136 Marrón Inca / Inca Brown EX0140136M	RV 88 Rosa Single / Single Pink EX0140088M	RV 315 Azul Bailarinas / Dancer Blue EX0140315M
RV 137 Marrón Kraft / Kraft Brown EX0140137M	RV 89 Rojo Compacto / Compact Red EX0140089M	RV 316 Azul Marsella / Marseille Blue EX0140316M
RV 138 Marraquech / Marrakech EX0140138M	RV 90 Rojo Bitácora / Bitacora Red EX0140090M	RV 317 Azul Porto / Porto Blue EX0140317M
RV 139 Marrón Secuoya / Sequoia Brown EX0140139M	RV 91 Rojo Pandora / Pandora Red EX0140091M	RV 318 Azul Ween / Ween Blue EX0140318M
RV 140 Marrón Topo / Topo Brown EX0140140M	RV 92 Rojo Gaudi / Gaudi Red EX0140092M	RV 319 Azul Tuareg / Tuareg Blue EX0140319M
RV 141 Marrón Góndola / Gondola Brown EX0140141M	RV 93 Rojo Stendhal / Stendhal Red EX0140093M	RV 320 Azul Mantra / Mantra Blue EX0140320M
RV 191 Marrón Jaima / Jaima Brown EX0140191M	RV 197 Marrón Penélope / Penelope Brown EX0140197M	RV 184 Azul Lluvia / Rain Blue EX0140184M
RV 94 Marrón Dingo / Dingo Brown EX0140094M	RV 176 Marrón Sensible / Sensible Brown EX0140176M	RV 149 Azul Hydra / Hydra Blue EX0140149M
RV 95 Marrón Tana / Tana Brown EX0140095M	RV 203 Marrón Roble / Oak Brown EX0140203M	RV 150 Azul Argo / Argo Blue EX0140150M
RV 96 Montserrat / Montserrat EX0140096M	RV 204 Marrón Interrail / Interrail Brown EX0140204M	RV 151 Azul Libertad / Freedom Blue EX0140151M
RV 97 Marrón Chiapas / Chiapas Brown EX0140097M	RV 205 Marrón Guerrero / Warrior Brown EX0140205M	RV 152 Azul Europa / Europe Blue EX0140152M
RV 98 Marrón Frijol / Bean Brown EX0140098M	RV 200 Plancton / Plancton EX0140200M	RV 30 Azul Eléctrico / Electric Blue EX0140030M
RV 100 Marrón Café / Coffee Brown EX0140100M	RV 64 Rosa Respeto / Respect Pink EX0140064M	RV 5005 Azul Oscuro / Dark Blue EX0145005M
RV 35 Marrón Chocolate / Chocolate Brown EX0140035M	RV 201 Marrón Scarlet / Scarlet Brown EX0140201M	RV 154 Azul Tornado / Twister Blue EX0140154M
RV 101 Marrón Ébano / Ebony Brown EX0140101M	RV 202 Marrón Mosquito / Mosquito Brown EX0140202M	RV 5013 Azul Marino / Navy Blue EX0145013M

☼☼☼ Resistencia UV ■■■■ Nivel Opacidad



Montana Colors, S.L. Pl. Clot del Tufau - 08295 Sant Vicenç de Castellet BARCELONA
T.: +34 938 332 787 - montana@montanacolors.com - www.montanacolors.com

Certified ENTERPRISE according to
quality and environmental standards
ISO 9001 - ISO 14001

Made in Europe.

COLORS 217 Colors

RV 185 Azul Ángel / Angel Blue EX0140185M	RV 177 Eldorado / Eldorado EX0140177M	RV 300 Gris Tofu / Tofu Grey EX0140300M
RV 156 Azul Barceloneta / Barceloneta Blue EX0140156M	RV 178 Tibet / Tibet EX0140178M	RV 301 Gris Placabo / Placabo Grey EX0140301M
RV 157 Azul Thalassa / Thalassa Blue EX0140157M	RV 8023 Mostaza / Mustard EX0148023M	RV 302 Gris Koala / Koala Grey EX0140302M
RV 158 Azul Perseo / Perseus Blue EX0140158M	RV 99 Marrón Glacé / Glacé Brown EX0140099M	RV 303 Gris Nativo / Native Grey EX0140303M
RV 159 Azul Odisea / Odyssey Blue EX0140159M	RV 199 Verde Java / Java Green EX0140199M	RV 304 Gris Balboa / Balboa Grey EX0140304M
RV 160 Azul Eureka / Eureka Blue EX0140160M	RV 182 Verde Esmeralda / Emerald Green EX0140182M	RV 305 Gris Nube / Cloud Grey EX0140305M
RV 161 Azul Jase / Jase Blue EX0140161M	RV 183 Verde Berilo / Beryl Green EX0140183M	RV 306 Gris Invierno / Winter Grey EX0140306M
RV 162 Azul Profundo / Deep Blue EX0140162M	RV 179 Verde Bonsai / Bonsai Green EX0140179M	RV 307 Gris Tiburón / Jaws Grey EX0140307M
RV 163 Azul Poseidón / Poseydon Blue EX0140163M	RV 180 Verde Thai / Thai Green EX0140180M	RV 308 Gris Ballena / Whale Grey EX0140308M
RV 186 Verde Virgen / Virgin Green EX0140186M	RV 181 Verde Laberinto / Labyrinth Green EX0140181M	RV 309 Gris Chernóbil / Chernobyl Grey EX0140309M
RV 142 Verde Géminis / Gemini Green EX0140142M	RV 267 Amarillo Azufre / Sulfur Yellow EX0140267M	RV 198 Gris Stardust / Stardust Grey EX0140198M
RV 6027 Verde Luz / Luminous Green EX0146027M	RV 266 Verde Psycho / Psycho Green EX0140266M	RV 7047 Gris Siberia / Siberian Grey EX0147047M
RV 144 Verde Bali / Bali Green EX0140144M	RV 265 Verde Sónar / Sonar Green EX0140265M	RV 118 Gris Rita / Rita Grey EX0140118M
RV 145 Verde Erasmo / Erasmus Green EX0140145M	RV 281 Verde Láser / Laser Green EX0140281M	RV 7040 Gris Perla / Pearl Grey EX0147040M
RV 5018 Turquesa / Turquoise EX0145018M	RV 282 Verde Laos / Laos Green EX0140282M	RV 119 Gris Londres / London Grey EX0140119M
RV 146 Azul Gloria / Glory Blue EX0140146M	RV 280 Verde Hulk / Hulk Green EX0140280M	RV 120 Gris Lobo / Wolf Grey EX0140120M
RV 147 Azul Pegasus / Pegasus Blue EX0140147M	RV 272 Verde Menta / Mint Green EX0140272M	RV 121 Gris Ícaro / Icarus Grey EX0140121M
RV 148 Azul Hércules / Hercules Blue EX0140148M	RV 273 Verde Iguana / Iguana Green EX0140273M	RV 7016 Gris Antracita / Anthracite Grey EX0147016M
RV 187 Verde Vespa / Vespa Green EX0140187M	RV 271 Verde Místico / Mystic Green EX0140271M	RV 78 Gris Metrópolis / Metropolis Grey EX0140078M
RV 124 Verde Frisco / Frisco Green EX0140124M	RV 1017 Melocotón / Peach EX0141017M	SPECTRAL Amarillo Etéreo / Ethereal Yellow EX0141321
RV 16 Verde Pistacho / Pistachio Green EX0140016M	RV 1028 Amarillo Medio / Medium Yellow EX0141028M	SPECTRAL Naranja Calima / Calima Orange EX0142304
RV 34 V. Guacamole / Guacamole Green EX0140034M	RV 207 Mango / Mango EX0140207M	SPECTRAL Rojo Alma / Soul Red EX0143320
RV 125 Verde Neón / Neon Green EX0140125M	RV 270 Azul Formentera / Formentera Blue EX0140270M	SPECTRAL Marrón Judea / Judea Brown EX0148317
RV 6018 Verde Valle / Valley Green EX0146018M	RV 269 Azul Génesis / Genesis Blue EX0140269M	SPECTRAL Violeta Aura / Aura Violet EX0140303
RV 126 Verde Toscana / Toscana Green EX0140126M	RV 268 Azul Tramontana / Tramontana Blue EX0140268M	SPECTRAL Azul Atmósfera / Atmosphere Blue EX0140330
RV 127 Verde Era / Era Green EX0140127M	RV 278 Rosa Joker / Joker Pink EX0140278M	SPECTRAL Verde Brisa / Breeze Green EX0146318
RV 6009 Verde Amazonas / Amazonas Green EX0146009M	RV 277 Rosa Disco / Disco Pink EX0140277M	SPECTRAL Blanco Aire / Air White EX0149310
RV 188 Verde Destello / Shining Green EX0140188M	RV 279 Rosa Rosario / Rosario Pink EX0140279M	SPECTRAL Gris Humo / Smoke Grey EX0149312
RV 1016 Amarillo Limón / Lemon Yellow EX0141016M	RV 3020 Rojo Claro / Light Red EX0143020M	SPECTRAL Negro Sombra / Shadow Black EX0149311
RV 129 Verde Orégano / Oregano Green EX0140129M	RV 241 Rojo Madrid / Madrid Red EX0140241M	Amarillo Fluorescente / Fluorescent Yellow EX0140600M
RV 60 Verde Krypton / Krypton Green EX0140060M	RV 245 Cian / Cyan EX0140245M	Naranja Fluorescente / Fluorescent Orange EX0140601M
RV 130 Verde Euskadi / Euskadi Green EX0140130M	RV 243 Azul Babilonia / Babylon Blue EX0140243M	Rojo Fluorescente / Fluorescent Red EX0140602M
RV 131 Verde Comarca / Comarca Green EX0140131M	Blanco / White EX0149010M	Fucsia Fluorescente / Fluorescent Fuchsia EX0140603M
RV 132 Verde Borneo / Borneo Green EX0140132M	Negro / Black EX0149011M	Violeta Fluorescente / Fluorescent Violet EX0140607M
RV 133 Verde Dharma / Dharma Green EX0140133M	Plata Joya / Jewel Silver EX0140126	Azul Fluorescente / Fluorescent Blue EX0140605M
RV 134 Verde Infinito / Infinity Green EX0140134M	Oro Marco / Frame Gold EX0140127	Verde Fluorescente / Fluorescent Green EX0140604M
	Cobre Triunfo / Copper Triumphs EX0140128	

Due to technical reasons this color chart might not reproduce the real colors. For accurate color reference see the spraycan's Donut. © Montana Colors 2023.

PACKAGING

Nominal capacity 400 ml.
Heat resistance of packaging: <50°C
Propellant: GLP – HC C₃-C₄

Box (6 units)
205 X 140 X 200 mm.

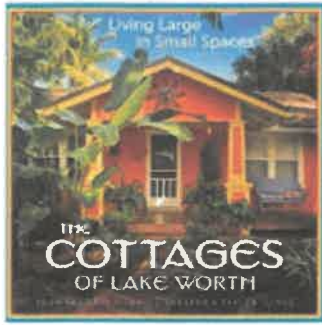


DISPLAY RACK

Height / Width / Depth
205 x 98,50 x 50 cm
Capacity: 546 sprays.
References: 91

SPAT2405007





April 27, 2024

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

To Whom It May Concern:

It is my pleasure to write this letter of recommendation for Sami Makela, mural artist. Sami recently completed a mural for the Cottages of Lake Worth, Inc. on a prominent wall in downtown Lake Worth Beach, Florida.

We were searching for a public way to both celebrate The Cottage of Lake Worth. Living Large in Small Spaces coffee table book and highlight the epicenter of our historic collection of beach cottages within the City. Sami Makela succeeded on both counts.

The work had to be approved through the City's Planning and Zoning Board. The organization received grant monies from the Lake Worth Community Redevelopment Agency. Both required the artist to be flexible and sensitive to the intensely public nature of the work. In short, we picked the right, or should I say the best, mural artist there is. Period.

This recommendation is without hesitation. We are sure that Sami would do a great job for any organization or individual.

Best of luck in your efforts.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wes Blackman', written over a horizontal line.

Wes Blackman, AICP
President
Cottages of Lake Worth, Inc.

April 25th, 2024
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

To Whom It May Concern,

My name is **Greg Field**, the former owner of **All Palms Painting in Palm Beach**. I have had the privilege of knowing **Sami Makela** for **20 years**, and I wholeheartedly recommend him. Sami has been an invaluable asset to my business. As a professional artist, he has honed his craft to perfection. His portfolio includes work for clients residing in Palm Beach mansions and the Wellington Polo Club area. From murals to Venetian plastering, faux finishing, and fine art restoration, Sami's versatility knows no bounds. His involvement in any project guarantees an elevated level of expertise.

Recently, Sami was selected for a public art mural in **Venice, Florida**, organized by my wife's nonprofit. Additionally, we commissioned him to create a piece for our own home—a decision we are immensely proud of.

I cannot emphasize enough how pleased we were with every aspect of working with Sami. His dedication, creativity, and commitment to excellence are unparalleled. I am confident that he will not only meet but **exceed your expectations**.

Sincerely,

Greg Field
Phone: 561-248-5899