AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
MAY 14, 2026
6:30 PM

COUNCIL

□ Mayor Bev Smith
□ Vice Mayor Patti Waller
□ Mayor Pro Tem Johnnie Tieche
□ Council Member Gary Ready
□ Council Member Kim Schmitz

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote

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

1. **Approve April 9, 2026, Village Council Regular Meeting Minutes:** Motion to

approve April 9, 2026, Village Council Regular Meeting Minutes.
Staff: Kimberly Wynn, Village Clerk

2. **Approve Change Order No. 1 — Contract Time Extension and Final Reconciliation — Reconstruction of Surficial Aquifer Well No. 14 and Emergency Backup Generator for Wells 13 and 14 (Task Order Nos. 316 & 323) - Utilities Department - All Webbs Enterprises Inc:** Approve Change Order No. 1 with All Webbs Enterprises, Inc. for a contract time extension of forty-eight (48) days and a contract price reduction of $103,442.80, resulting in a revised contract amount of $1,638,671.20. The adjustment is due to a change in drilling methods during the well development phase, which improved project outcomes but impacted the project timeline.
Staff: Jimmie Johnson, Utilities Director

3. **Approval to Purchase Additional Software Licenses for Comprehensive Video and Digital Evidence Management System — Police Department (FY 2026 Budget Funded) — Axon Enterprise, Inc.**: Approve the purchase of seven (7) additional software licenses from Axon Enterprise, Inc. under SourceWell Cooperative Purchasing Contract No. 101223-AXN for the Police Department's video and digital evidence management system. The additional licenses will provide access to non-sworn personnel, including Records, IT, and Command Staff, who require system access but are not issued body-worn cameras.
Staff: Peter Buhr, Assistant Police Chief

4. **Approval of Proposed Work Authorization No. 04 with Keshavarz and Associates for Final Engineering Design and Permitting Services for the 10th Avenue North and Davis Road Intersection Improvements Project (Task Order No. 387):** Approve Work Authorization No. 04 with Keshavarz and Associates for final engineering design, permitting, and bid phase services for the 10th Avenue North and Davis Road Intersection Improvements Project in an amount not to exceed $127,495.62.
Staff: Felipe Lofaso, Public Works Director

5. **Approval to Purchase Submersible Pumps — Utilities Department (FY 2026 Budget Funded - Water & Sewer Enterprise Fund) - PSI Technologies, Inc.:** Approve a purchase agreement from PSI Technologies, Inc. for sixteen (16) submersible pumps totaling $164,400.00. The current contract term is expiring June 8, 2027. Funding is available for the proposed purchase from the Water & Sewer Enterprise Fund.
Staff: Jimmie Johnson, Utilities Director

6. **Professional Services Agreement — Owner's Representative/Project Manager for Utilities Operations Building Project (Task Order No. 331) - Kaziah Construction Management, LLC.:** Approve a Professional Services Agreement to retain Kaziah Construction Management as the Owner's Representative to

coordinate with the Construction Manager at Risk and Design Professionals for the Utilities Operation Building Project (Task Order 331).
Staff: Jimmie Johnson, Utilities Director

7. **Police Benevolent Association (PBA) Tentative Agreement (TA) - Three (3) Year Contract:** Approve a TA with the PBA for a new three-year term from October 1, 2025 - September 30, 2028. Contingent upon approval, the PBA Collective Bargaining Agreement is effective as of October 1, 2025. The impacts related to the proposed salary increases have been included within the approved FY 2026 Budget - General Fund.
Staff: Ashley Saingilus, Human Resources Director

8. **Approval of Joseph L. Fallon Scholarship Awards:** Motion for approval to award three (3) student scholarship checks for $1,000 each for the Joseph L. Fallon Scholarship Award. Funding for the proposed awards is available within the FY2026 Budget—General Fund.
Staff: Lauren Bennett, Assistant Parks & Recreation Director

9. **Proclamation:** Recognizing Police Week May 11-16, 2026 and Peace Officer Memorial Day — May 15, 2026.
Staff: Peter Buhr, Assistant Police Chief

10. **Proclamation:** Recognizing Drinking Water Week — May 3–9, 2026.
Staff: Jimmie Johnson, Utilities Director

11. **Proclamation:** Recognizing Building Safety Month— May 2026
Staff: Iramis Cabrera, PZB Director

12. **Proclamation:** Recognizing Public Works Week — May 15–21, 2026.
Staff: Felipe Lofaso, Public Works Director

End of Consent Agenda....

Motion	Second	Vote

PRESENTATIONS

13. **Presentation** - Mr. and Mrs. Fallon will present the Joseph L. Fallon Scholarship Awards to three (3) high school students.
Staff: Lauren Bennett, Assistant Parks & Recreation Director

14. **PBCFR Annual Report:** Palm Beach County Battalion Fire Chief Ronald Martinez will present the Palm Beach County Annual Report.
Staff: Kimberly Wynn, Village Clerk

15. **Special Presentation:**There will be a special presentation to the Village Council.
    Staff: Kimberly Wynn, Village Clerk

16. **Presentation of Annual Comprehensive Financial Report**
    Staff: Mara Frederiksen, Finance Director

REGULAR

17. **Request for a New Community Policing Sergeant Position — Police Department:** Consider approval for the addition of one sworn supervisory position, the Community Policing/Traffic Sergeant, within the Palm Springs Police Department. This position will provide dedicated supervision for the Community Policing and Traffic Units, enhancing operational effectiveness and supporting Village public safety objectives.
    Staff: Peter Buhr, Assistant Police Chief

Motion	Second	Vote

PUBLIC COMMENT (Three-minute limit)

PUBLIC HEARINGS

18. **(First Reading) Proposed Ordinance No. 2026-01 — Add 5 Year DROP General Employee Pension Plan:** Motion to approve proposed Ordinance No. 2026-01 to amend Ordinance No. 2017-26, Section 46**,** providing for the creation of a Deferred Retirement Option Program to the General Employee Pension Plan.
    Staff: Mara Frederiksen, Finance Director

Motion	Second	Vote

19. **(First Reading) Proposed Ordinance No. 2026-03 Compensation for the Mayor and Members of the Village Council:** Motion to approve Proposed Ordinance No. 2026-03, authorizing an annual compensation increase for the Mayor and Village Council.
    Staff: Mara Frederiksen, Finance Director

Motion	Second	Vote

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING
THURSDAY, JUNE 11, 2026, AT 6:30 PM
(IMMEDIATELY FOLLOWING THE LPA MEETING)

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 COUNCIL MEETING MINUTES,
VILLAGE HALL - COUNCIL CHAMBERS
226 CYPRESS LANE ▪ PALM SPRINGS, FLORIDA
APRIL 9, 2026, AT 6:30 PM

CALL TO ORDER

Mayor Bev Smith called the Village Council Regular meeting to order at 6:30 PM

ROLL CALL

Present: Mayor Bev Smith, Vice Mayor Kim Schmitz, Mayor Pro Tem Gary Ready, Council Member Johnnie Tieche, and Council Member Pattie Waller

Absent: None

Also, Present: Village Manager Michael Bornstein, Village Attorney Christy Goddeau, Village Clerk Kimberly M. Wynn, Assistant Police Chief Peter Buhr, 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, and Risk Manager Sylvia Ward.

1. Resolution No. 2026-11 Reorganization of the Village Council (Designating a New Vice Mayor & Mayor Pro-Tem): Motion for the approval of Resolution No. 2026-11 to appoint a Vice Mayor and Mayor Pro Tem to serve a one (1) term until March 2027 (or immediately following the completion of the canvassing process when required).
   Staff: Kimberly Wynn, Village Clerk

   SUMMARY: The Village Charter provides that the Village Council and Mayor serve a four (4) year term and that all elections are held during an odd-numbered year.

   Although the Village did not have a Municipal Election in 2025, Section 3.05(a) of the Village Charter requires nomination and election by Council action of a Vice-Mayor and Mayor Pro-Tem from among its members at the first Regular Council meeting after the General Election.

   The new Vice-Mayor and Mayor Pro-Tem shall serve a one (1) year term until March 2027 (or immediately following the completion of the election canvassing process when required).

   Council Member Patti Waller nominated Mayor Pro Tem Gary Ready as Vice Mayor, and Council Member Johnnie Tieche as Mayor Pro Tem. After further discussion from the Council. Mayor Pro Tem Ready requested the Council to consider Mrs. Waller as Vice Mayor and Johnnie Tieche as Mayor Pro Tem.

Council Member Waller withdrew her motion, and Vice Mayor Schmitz seconded.

Mayor Pro Tem Ready nominated Pattie Waller as Vice Mayor and Johnnie Tieche as Mayor Pro Tem. Vice Mayor Schmitz seconded the motion, and it passed unanimously.

Fiscal Impact: The reorganization of the Village Council does not have a fiscal impact on the Village (Designating a New Vice-Mayor & Mayor Pro-Tem)

INVOCATION

The Village Manager, Mr. Bornstein, led the invitation.

PLEDGE OF ALLEGIANCE

The Village Council led the Pledge of Allegiance.

ADDITIONS, DELETIONS, OR MODIFICATIONS, AND APPROVAL OF AGENDA

Mayor Smith requested that the Public Comments be moved ahead of the Consent Agenda.

Council Member Ready motioned for the approval of the agenda as amended, and Vice Mayor Waller seconded. The motion carried unanimously.

CONSENT AGENDA

2. Approve March 12, 2026, Village Council Regular Meeting Minutes: Approve the March 12, 2026, Village Council Regular Meeting Minutes.
   Staff: Kimberly Wynn, Village Clerk

3. Approve Reappointment to the Construction Board of Adjustment and Appeals: Approve the reappointment of Mr. Larry Cellon and Mr. Timothy Dornblaser to the Construction Board of Adjustment and Appeals as Regular Members to serve a three-year term that expires May 14, 2029.
   Staff: Kimberly Wynn, Village Clerk

   SUMMARY: The Construction Board of Adjustment and Appeals has five (5) Regular and two (2) Alternate member vacancies, including one created by Mr. Brandon Cabrera's resignation effective March 3, 2026.

   Applications have been received from Mr. Larry Cellon and Mr. Timothy Dornblaser, both seeking reappointment as Regular Members with terms ending May 14, 2029.

If these reappointments are approved, the Board will have three (3) remaining Regular member vacancies, one (1) Senior Alternate vacancy, and one (1) Junior Alternate vacancy.

Fiscal Impact: The proposed reappointments do not have a fiscal impact on the Village.

4. Approve Reappointment to the Planning & Zoning Board: Approve the reappointment of Peter Braun to the Planning and Zoning Advisory Board to serve a three-year term that expires May 14, 2029.
   Staff: Kimberly Wynn, Village Clerk

   SUMMARY: Staff recommend reappointing Peter Braun to the Planning and Zoning Board. His current term expires on May 14, 2026, and reappointment would ensure continuity of service on the Board.

   With this reappointment, the Planning and Zoning Advisory Board will remain fully seated — keeping the Board ready to serve the Village without interruption.

   Fiscal Impact: The reappointment does not have a fiscal impact on the Village.

5. Task Order No. 05 with RMJ Contractors for the Alemeda Drive Sidewalk Replacement Project: Approve Task Order No. 05 to RMJ Contractors, in an amount not to exceed $195,650, for the Alemeda Drive Sidewalk Replacement Project to improve pedestrian and bicycle safety consistent with the Village's Vision Zero Action Plan and Mobility Plan.
   Staff: Felipe Lofaso, Public Works Director

   SUMMARY: The Public Works Department is actively engaged in the repair, maintenance, and construction of sidewalks throughout the Village. The Village recently completed Vision Zero Action Plan and Mobility Plan studies intended to enhance safety improvements for all users of our roadway network, in particular pedestrians and bicyclists. One of the corridors that was identified for pedestrian and bicycle safety was Alemeda Drive from the park connector pathway to Davis Road. This corridor currently has an 8' wide sidewalk on the south side, recently constructed adjacent to the athletic park facility. The opposite side of the roadway has 5-foot-wide sidewalks that are in poor condition and are scheduled to be replaced with new 8' wide sidewalks as part of this project.

   The Village advertised the project to the Pre-qualified Public Works Minor Construction Contractors on February 12, 2026, and received 5 proposals from all 5 pre-qualified vendors. On February 27, 2026, the Village opened the bid proposals, and the lowest, most responsive, and responsible contractor was RMJ Contractors. Staff are recommending approval of Task Order No. 05 to RMJ Contractors for the construction of the Alemeda Drive Sidewalk

Replacement Project at a cost not to exceed $195,650. The original approved FY26 budget of $150,000 for this project was insufficient due to continued increases in material and labor costs in the heavy construction market. The increased costs will be funded from unspent funds within the Capital account.

Fiscal Impact: Task Order No. 05 to RMJ Contractors for the Alemeda Drive Sidewalk Replacement Project is at a cost not to exceed $195,650 and will be funded from Account #01441-56300. The FY 26 approved budget for this project is $150,000; therefore, the funding shortfall will be made up by redistributing funds from the same account.

6. Water Collection and Control Products for Community Infrastructure Contract — Utilizing Cooperative Purchasing — Utilities Department (FY 2026 Budget Funded - Water & Sewer Enterprise Fund): Approval of a piggyback agreement with Core & Main, LP., utilizing the Sourcewell cooperative purchasing contract (RFP No. 040825) for water collection and control products, in accordance with Section 58-7 of the Purchasing Code, for a term through October 2, 2029, with three (3) one-year renewal options, subject to annual budget appropriations.
   Staff: Jimmie Johnson, Director of Utilities

   SUMMARY: The Utilities Department purchases various water collection and control products (e.g., manholes, valves, piping, and equipment) for use throughout the water distribution system, wastewater collection system, and water treatment facilities. The Village currently uses Core & Main, LP., as one of its suppliers of such products.

   In accordance with Section 58-7 of the Purchasing Code, Alternative Purchasing Methods, staff recommend that the Village use the current Sourcewell Purchasing Agreement (Co-Op) contract to ensure the lowest possible pricing. Sourcewell completed a competitive selection process for water collection and control products (RFP No. 040825). The contract was awarded to Core and Main, LP., and was approved by Sourcewell on October 2, 2025.

   If approved, the Village would accept Core and Main, LP.'s pricing utilizing the Sourcewell cooperative purchasing contract, including all terms, conditions, and pricing therein. The term of the proposed agreement would expire on October 2, 2029, and may be renewed for three (3) additional one (1) year periods. The Village will not expend more than the amount in the approved budget, as it may be adopted/amended annually for these goods and services over the contract term.

   The Village Attorney prepared and reviewed the proposed Agreement with the Utilities Director, Assistant Utilities Director, and Finance Director.

   The Village has worked with the proposed vendor and has received excellent

service and quality products.

Fiscal Impact: Funding to support purchases under this proposed agreement is available within the FY 2026 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.

7. Work Authorization No. CD-U05 - Surficial Well #19 Rehabilitation (Task Order No. 391) — Utilities Department (FY 2026 Budget Funded - Water & Sewer Enterprise Fund) — Centerline Drilling, Inc.: Motion to approve Work Authorization No. CD-U05 with Centerline Drilling to rehabilitate Surficial Well No. 19 for $68,333.44 to improve water treatment plant flow, pressure, reliability, and meet regulatory requirements. Funding to support purchases under this proposed agreement is available within the FY 2026 Budget — Water & Sewer Enterprise Fund.
   Staff: Jimmie Johnson, Director of Utilities

   SUMMARY: The Utilities Department plans to rehabilitate existing Surficial Well No. 19 to increase flow and pressure to the Main Water Treatment Plant (MWTP) to meet regulatory requirements, improve reliability and redundancy, and provide a firm capacity of raw groundwater to the MWTP. $80,000.00 has been approved within the FY 2026 Water & Sewer Enterprise Fund to complete this rehabilitation, with a proposed cost of $68,333.44.

   To ensure the lowest possible price, Village staff is 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# W2412 – January 9,2024). The Village will accept Centerline Drilling Inc.'s pricing approved under the Town of Jupiter's contract, including all terms, conditions, and pricing therein. The term of the proposed agreement would expire on March 19, 2027, and there are no additional renewal options available.

   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 38 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, Project Manager, and the Finance Director.

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

Fiscal Impact: Funding to support the proposed work authorization is available within the FY 2026 Budget — Water & Sewer Enterprise Fund, account #41336-56300. A budget amendment or internal budget transfer will be requested later if needed.

8. Authorize Emergency Lift Station Repair — LS38 Waterview Lift Station - Utilities (FY 2026 Budget Funded - Water & Sewer Enterprise Fund): Motion to approve an emergency repair on LS38 (Waterview Lift Station), including piping, wet well coating, and labor utilizing the current piggyback agreement with Integrated Solutions from Indian River County for $69,792.50. Funding to support the emergency repair is available within the FY 2026 Budget-Water & Sewer Enterprise Fund.
   Staff: Jimmie Johnson, Director of Utilities

   SUMMARY: The Utilities Department performed an emergency repair at LS38 (Waterview Lift Station), including replacing the failed piping and wet well coating. The lift station serves the residents of Waterview Estates and connects to the 12" force main that runs along canal L-11. The piping and coating are specialty repairs that cannot be made by Village staff, and a contractor was required. Industry Standard Engineering Contractor was selected by Utilities to repair the gravity sewer line due to their immediate availability and their willingness to allow the Village to utilize the pricing of their Utility Labor Services contract with Indian River County. The cost of repair and maintenance totals $69,792.50, which the Village Manager approved as an emergency purchase.

   To ensure the lowest possible price, the Village staff suggests utilizing the piggyback agreement with Indian River County for Utility Labor Services. This contract is for various water distribution, wastewater collection, and lift station rehabilitation-related repairs or projects and was selected by Indian River County through a competitive selection process (RFP #2025005–August 8, 2024). The Village will accept Industry Standard's pricing, which is approved under Indian River County's contract, including all terms, conditions, and pricing. The proposed Indian River County contract will expire on October 22, 2026, and has two (2) additional one (1) year renewal options. A copy of the current agreement is on file in the Office of the Village Clerk.

   The Village has worked with the proposed vendor and has received excellent service.

   Fiscal Impact: Funds for this emergency repair are available within the FY 2026 Budget – Water and Sewer Fund. A budget amendment or internal

budget transfer will be requested later if needed

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Fiscal Impact: Funds for this emergency repair are available within the FY 2026 Budget – Water and Sewer Fund. A budget amendment or internal budget transfer will be requested later if needed.

9. Authorize Emergency Automatic Transfer Switch Repair — R.L. Pratt Water Treatment Plant (FY 2026 Budget Funded - Water & Sewer Enterprise Fund): Motion to Approve an emergency repair to the automatic transfer switch at the R.L. Pratt Water Treatment Plant with Wave Electrical LLC for $98,750.00. Funding to support the emergency repair is available within the FY 2026 Budget - Water & Sewer Enterprise Fund.
   Staff: Jimmie Johnson, Director of Utilities

   SUMMARY: The Utilities Department is making an emergency repair to the automatic transfer switch (ATS) at the R.L. Pratt Water Treatment Plant. An ATS is a device that automatically switches the electrical load from the primary power source to the backup generator during a power outage, ensuring a continuous power supply. The current ATS has failed, and the plant currently requires a manual switch of electrical load. With the upcoming hurricane season approaching, and a 30-week lead time from the ATS manufacturer, the staff recommends approving the repair as an emergency purchase.

   The cost of the replacement ATS is $98,750.00 and includes the equipment, installation, all necessary restoration, and the supply of a temporary power generator for use during the ATS installation. The Utilities Department's contingency account will be used to support the emergency repair.

   The proposed vendor has been a subcontractor for other Village projects, and the Village has received excellent service.

   Fiscal Impact: Funds for this emergency repair are available within the FY 2026 Budget – Water and Sewer Fund. A budget amendment or internal budget transfer will be requested later if needed.

10. Approve Change Order No. 1 – Contract Time Extension and Final Reconciliation – Main Water Treatment Plant and R.L. Pratt Water Treatment Plant Ammonia Feed System Improvements (Task Order #321 & Task Order No. 322) – Florida Design Drilling, LLC: Approval of Change Order #1 with Florida Design Drilling, LLC for the Main and R.L. Pratt Water Treatment Plant Ammonia Feed System Improvements Project (Task Order Nos. 321 & No. 322), including a 167-day contract time extension and a contract price reduction of
    $117,540.07 for final project reconciliation.
    Staff: Andrew Klausner, Project Manager

SUMMARY: The Utilities Department requests approval of Change Order No. 1 with Florida Design Drilling LLC to provide a contract time extension and final contract price reconciliation for the Main Water Treatment Plant and R.L. Pratt Water Treatment Plant Ammonia Feed System Improvements Project (Task Order No. 321 & No. 322). During construction, the project experienced delays due to instrumentation and controls submittals, extended procurement timelines for specialized equipment, and coordination with manufacturers during system startup. Also, an additional control system component was identified during startup, required for the system to function as intended. These have impacted the completion date by an additional 167 days and have additionally resulted in a contract price reduction of $117,540.07. Staff have reviewed the contractor's request and supporting documentation and found the adjustments reasonable and appropriate for final project reconciliation.

Proposed Adjustments:

- Contract price: Decrease from $984,400 to $866,859.93 ($117,540.07 reduction)
- Contract time: Extended by 167 days, adjusting the final completion date from September 14, 2025, to February 28, 2026

Copies of the original contract documents are available at the Village Clerk's Office.

Fiscal Impact: Contract price: Decrease from $984,400.00 to $866,859.93 ($117,540.07 reduction)

11. Authorize Temporary Portable Office Rental - Cooperative Purchasing - Utilities Department (FY2026 Budget Funded - Water & Sewer Enterprise Fund) - Omnia Partners - Wilscot: Approval to authorize the rental of a 24x60 portable office trailer for Utilities field operations during construction of the Utilities Operations Building, for a term not to exceed eighteen (18) months, utilizing the Omnia Partners cooperative purchasing contract with Wilscot in the amount of $54,074.80.
Staff: Jimmie Johnson, Director of Utilities

SUMMARY: The Utilities staff must rent one (1) 24x60 portable office trailer to support the daily operational needs of the utility field service during construction of the new Utilities Operations Building for up to eighteen (18) months. In accordance with Section 58-7 of the Purchasing Code, Alternative Purchasing Methods, staff recommend that the Village utilize the current Omnia Partners cooperative purchasing contract to ensure the lowest possible price. In October 2021, Omnia Partners completed a competitive selection process for Modular Buildings, Portable Storage, and Relocatable Walkways (RFP No. 21-05). The bid documents are on file in the Office of the Village Clerk.

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Through the Omnia Partners Purchasing Contract, Wilscot provided a quote of $54,074.80

If approved, the Village would accept Wilscot's pricing by utilizing the Omnia Partners cooperative purchasing contract, including all terms, conditions, and pricing, which expires on September 30, 2026.

Fiscal Impact: Funding to support purchases under this proposed agreement is available within the FY 2026 Budget- Water & Sewer Enterprise Fund, account # 41336-56200. 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.

11. Work Authorization No. CH-U04 — Initial Feasibility Study for PFAS Reduction — Utilities Department (FY 2026 Budget Funded - Water & Sewer Enterprise Fund) — CHA Consulting, Inc.: Approval of Work Authorization No. CH-U04 with CHA Consulting, Inc., in an amount not to exceed $81,007.40, for professional engineering services to conduct a per-and polyfluoroalkyl substances (PFAS) treatment feasibility study in response to upcoming regulatory requirements. Funding to support the study is available within the FY 2026 Budget — Water & Sewer Enterprise Fund.
Staff: Jimmie Johnson, Director of Utilities

SUMMARY: The Utilities Department is requesting the Village Council approve Work Authorization No. CH-U04 at a cost not to exceed $81,007.40 to support all professional engineering services and related tasks associated with an initial feasibility study for PFAS reduction by CHA Consulting, Inc., the Village's contracted engineering firm.

Note: The Village issued a Request for Qualifications (RFQ) for Professional Engineering Services (RFQ #2024R-001 - Utility Engineering Services Continuing Contracts) in accordance with the Consultants Competitive Negotiation Act (CCNA) Section 287.55, Florida Statutes.

Due to upcoming regulatory changes to remove Per- and polyfluoroalkyl substances (PFAS) from drinking water, staff recommends an initial feasibility study to evaluate potential treatment options. The study will include the evaluation of existing source water quality, current and proposed finished water capacity, existing water treatment plants' processes, and the identification of treatment technologies for the removal of PFAS.

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

Fiscal Impact: Funding to support the proposed work authorization is available within the FY 2026 Budget — Water & Sewer Enterprise Fund, account #41336-53100. A budget amendment or internal budget transfer will

be requested later if needed.

12. Use of Police Forfeiture Funds: Request for approval of additional funding from the Police Forfeiture Fund in the amount of approximately $13,000 to complete the purchase of an Alternate Light Source for the crime lab, due to a change in vendor and increased cost, in compliance with Village procurement policy and Florida Statute 932.7055.
    Staff: Rolando Silva, Police Chief

    SUMMARY: The Police Department had previously requested and received Council approval to use Police Forfeiture Funds to purchase crime scene forensic equipment for the newly constructed crime lab. Four of the five requested items are being purchased with the approved Forfeiture funds. For the last requested item, Alternate Light Source, the department had to seek a different brand because the original brand was discontinued. After due diligence, the lowest-cost vendor for the newly selected Alternate Light Source is approximately $13,000 above the initially approved funding level. The Department is requesting approval of additional funding from the Police Forfeiture Fund account.

    The purchase of this crime scene forensic equipment exceeds the police department's normal operating expenses. The above equipment is widely used in crime labs to assist in processing evidence. The Alternate Light Source is used to detect invisible trace evidence, such as touch DNA or blood, which is a critical component in solving crimes.

    The item above falls under the definition of a “small purchase” Sec. 58-4(a) in the Village Code. To ensure the lowest possible prices, the Police Department staff has conducted market research on the above item in accordance with the Village Procurement Policy, Section 5.1 A&B.

    The approximate cost for the equipment, Alternate Light Source, is $34,000 (an additional $13,000 over the previously approved cost) and is available in the Police Department’s Forfeiture Account.

    This expenditure also complies with Florida State Statute 932.7055 (5a) that specifically states, in part, that these funds shall be used for “law enforcement purposes, which include… providing additional equipment.”

    Fiscal Impact: Funds for this expenditure are available and have been planned in FY 2026 budget for the police department’s Forfeiture Fund account.

13. Proclamation: Recognizing Arbor Day - April 24, 2026
    Staff: Kimberly Wynn, Village Clerk

14. Proclamation: Recognizing Municipal Clerks Week Proclamation Week - May 3-9, 2026.
    Staff: Kimberly Wynn, Village Clerk

    Mayor Smith read the proclamation into the record and gave comments.

15. Proclamation: Recognizing National Library Week - April 19-25, 2026.
    Staff: Kimberly Wynn, Village Clerk

16. Proclamation: Recognizing National Public Safety Telecommunicators Week - April 12-18, 2026.
    Staff: Kimberly Wynn, Village Clerk

End of Consent Agenda....

Mayor Smith took a moment to acknowledge the Clerk's Department for Municipal Clerk's Week by reading into record their proclamation. She also acknowledged them for hosting the Advisory Board and Committee Appreciation event.

Mayor Pro Tem Tieche motioned for the approval of the Consent Agenda, and Council Member Schmitz seconded. The motion passed unanimously.

PRESENTATIONS

17. Palm Beach County Municipal Vulnerability Assessment Final Presentation
    Staff: Felipe Lofaso, Public Works Director

    SUMMARY: The Village of Palm Springs partnered with Palm Beach County to develop a plan for community resiliency against flooding from sea-level rise, heavy rainfall, and storm surge. The Palm Beach County Municipal Vulnerability Assessment uses local data to evaluate risks to community assets and meets State law requirements (FL Statute Section 380.093). Funding comes from the Florida Department of Environmental Protection's Resilient Florida Grant Program. Palm Beach County worked with FDEP to develop vulnerability assessments for six municipalities, including Palm Springs. Tetra Tech, the County's consultant, led the assessment and is presenting the final report for the Village.

    A representative from Tetra Tech presented a final summary for the staff to consider. A presentation was delivered regarding the Village's Flooding and Sea Level Rise Risk Assessment, outlining project objectives, analysis findings, and recommended mitigation strategies. The representative talked about the purpose and objectives of the project. She explained that the study aimed to identify vulnerable areas and critical assets at risk from flooding, comply with state requirements, guide future infrastructure planning, and improve eligibility for state and federal funding opportunities. Further, there

was an assessment overview. The analysis evaluated flooding risks under current conditions and future projections (2050 and 2080), incorporating sea level rise, storm surge, rainfall, and compound flooding scenarios. The assessment followed state guidelines and utilized NOAA projections.

A representative from Tetra Tech presented a final summary for the staff to consider. A presentation was delivered regarding the Village's Flooding and Sea Level Rise Risk Assessment, outlining project objectives, analysis findings, and recommended mitigation strategies. The representative discussed the project's purpose and objectives. She explained that the study aimed to identify vulnerable areas and critical assets at risk from flooding, comply with state requirements, guide future infrastructure planning, and improve eligibility for state and federal funding opportunities. Further, there was an overview of the assessment. The analysis evaluated flooding risks under current conditions and in future projections (2050 and 2080), incorporating sea-level rise, storm surge, rainfall, and compound flooding scenarios. The assessment followed state guidelines and utilized NOAA projections.

The representative of Tetra Tech commented on the key findings, including that 9,244 critical assets were analyzed. Assets were categorized by priority level: 2,460 high priority, 1,284 moderate priority, and 1,802 low priorities.

Several flooding focus areas were identified based on asset concentration, risk exposure, and local knowledge. She discussed the study's methodology, which included exposure and sensitivity analyses to assess risk levels and potential impacts on infrastructure, resulting in a composite vulnerability score used to prioritize critical assets. The representative discussed recommendations. They proposed adaptation strategies that include both non-structural and structural approaches. The non-structural would include policy updates, community education, stormwater analysis, and land conservation efforts. The structure would include infrastructure improvements such as sanitary sewer retrofits, roadway elevation adjustments, stormwater system upgrades, and potable water system enhancements. Funding opportunities were identified, such as Resilient Florida Grants, Community Development Block Grant (CDBG), Building Resilient Infrastructure and Communities (BRIC), Hazard Mitigation Grants, and other state and federal programs.

The next step for the project to proceed is to receive final approval from the Florida Department of Environmental Protection (FDEP).

Fiscal Impact: There is no fiscal impact on this item.

18. Police Department E-Bike Initiative
Staff: Rolando Silva, Police Chief

SUMMARY: The Police Department staff, Captain Fequiere and Lieutenant Annunziata, will present the details of the Police Department's new initiative to educate the public and conduct enforcement of the State's electric bicycle and electric scooter laws.

Lieutenant Angela Annunziata of the Police Department presented “Operation Current Velocity,” a proactive initiative to address the growing presence and use of electric bicycles (e-bikes) within the Village. The presentation provided an overview of e-bikes, including the three classifications based on speed and operation, and explained how these devices are regulated under current Florida law. The presentation highlighted that e-bikes are becoming increasingly common among both young people and adults, raising safety concerns about rider behavior, speed, and interactions with pedestrians and other vehicles. Lt. Annunziata noted that the initiative is intended to address these concerns through a balanced approach that combines education, awareness, and enforcement.

The purpose of Operation Current Velocity is to initiate development of a Village code addressing e-bikes and other micromobility devices while encouraging safer riding practices. The initiative focuses on educating the community, particularly younger riders, and identifying high-traffic areas where e-bikes and pedestrians share space. Emphasis was placed on improving overall compliance and reducing potential conflicts in these shared environments.

Lt. Annunziata outlined key objectives of the program, including using social media and Village communication platforms to raise awareness, distributing educational materials through schools, homeowners' associations, and community partners, and encouraging voluntary compliance through outreach efforts. The initiative also aims to increase visibility of safety messaging and reinforce responsible riding behaviors throughout the Village.

A phased implementation timeline was presented, beginning with a 45-day education period focused on outreach and public awareness. This phase will be followed by a 90-day enforcement period, during which officers will enforce existing Florida e-bike laws through written warnings and citations as appropriate.

The anticipated outcomes of the initiative include increased safety awareness, improved rider compliance, and safer roadways and shared-use paths for residents and visitors. Council expressed general support for the initiative and emphasized the importance of prioritizing education while continuing to evaluate the effectiveness of enforcement efforts and to consider future policy options.

Mayor Smith offered the public and the Council an opportunity to speak.

Council member Ready asked how illegal behavior on e-bikes is handled by minors. He also wanted clarification regarding bicycle use on sidewalks and the maximum speed permitted. Lt Annunziata responded that parents are notified of illegal behavior by minors on e-bikes. The maximum speed permitted on the sidewalk is 10 miles per hour. Anything over this speed should be driven on the road.

Council asked if there was an Ordinance. There is no ordinance available yet. The Police Department is looking at other agencies. A proposed ordinance will be coming forward in the future. Council asked what the age limit is for a Class 3 e-bike. They were informed that the age is at least 16 years.

Fiscal Impact: There is no fiscal impact from this item.

REGULAR AGENDA

19. Appointment of Voting Delegate(s) to the Palm Beach County League of Cities: Motion to Appoint one voting delegate and alternatives to the Palm Beach County League of Cities to serve a one-year term as a representative of the Village of Palm Springs.
Staff: Kimberly Wynn, Village Clerk

SUMMARY: Every year, the Palm Beach County (PBC) League of Cities requests that each municipality designate a voting delegate and an alternate(s), if so desired, to vote on behalf of the Village of Palm Springs at the League of Cities general membership, special membership, and general membership functions. The appointed delegate(s) vote on official business items at membership meetings.

Currently, Mayor Smith is the voting delegate for the Village, and Vice Mayor Schmitz, Mayor Pro Tem Ready, Council Member Tieche, and Council Member Waller serve as the alternates.

The Village Council is requested to appoint a voting delegate and alternate(s) to the PBC League of Cities.

Mayor Smith asked whether the Council agreed with her remaining as the primary and whether they would serve as the alternates.

Council Member Ready moved to approve the appointment of Mayor Smith to the Palm Beach County League of Cities, with the Council serving as alternates. Vice Mayor Waller seconded the motion.

Fiscal Impact: There is no direct fiscal impact on the village.

PUBLIC COMMENT

Mayor Smith opened the meeting for Public Comments on the Consent Agenda.

Ms. Judith Allen — 3170 Dolan Road — Ms. Allen commented on her concerns about moving forward with Item #5 for the Sidewalk Replacement Project and the safety of bicyclists. She is also concerned about how mail will be delivered, residents' access to their homes late at night, and safety. Public Works Director, Mr. Lofaso, addressed her concerns. He explained that Item #5 is a different project.

Palm Beach County Fire Rescue Battalion Chief Ronald Martinez acknowledged his 20-year service anniversary with PBCFR. He thanked Public Works for participating in their community course (e.g., CPR, first aid). He provided the Council with the service calls and the average monthly turnaround time. Chief Martinez opined on e-bike safety. There were two students seriously injured that morning on an e-bike. He discussed the legislation and the push for lithium batteries.

Mayor Smith offered the public and Council an opportunity to comment. Council Member Ready asked Chief Martinez his opinion about our police officers' use of e-bikes. Chief Martinez gave the advantages and disadvantages which were discussed with the Police Department. The Police Department has taken the necessary precautions.

PUBLIC HEARINGS

20. Proposed Resolution No. 2026-08 — Hours of Operation Variance (PSV26-07) — China Star Restaurant — 4064 Forest Hill Boulevard, Suite 7: Motion to approve Resolution No. 2026-08 for the application submitted by Benjamin Sers, (“Agent”), for China Star Restaurant request a variance (PSV 26-07) to allow a three (3) hour deviation from Section 34-891(1) of the Village Code of Ordinances to permit China Star Restaurant to operate until 2:00 am, for the property at 4064 Forest Hill Boulevard Suite #7. *(CONTINUED FROM THE MARCH 12, 2026, VILLAGE COUNCIL MEETING)*
    Staff: Kimberly Wynn, Village Clerk

    SUMMARY: Mr. Benjamin Sers, agent for China Star Restaurant, is requesting a variance relief (PSV26-07) to deviate from Section 34-891(1), "Hours of operation and hours of construction activity", which specifies that no commercial use shall commence business activities before 7:00 a.m., nor continue such activities later than 11:00 p.m. The applicant requests a three-hour deviation to allow the existing restaurant to be open until 2:00 a.m.

    The applicant has leased the tenant space in the plaza for nearly a year and now seeks to extend their business hours to 2:00 a.m. The restaurant

currently occupies 1,000 square feet, offers takeout only, and does not sell alcoholic beverages.

Staff determined that the proposed variance is consistent with surrounding businesses that operate with extended hours.
Granting the Variance requested will not confer on the applicant any special privilege, nor deprive them of rights commonly enjoyed by other businesses in the plaza.

The proposed three-hour extension aligns with the general intent and purpose of the Variance requested and will not be injurious to the area involved or otherwise detrimental to public welfare.

Staff support the applicant's request to extend hours of operation, given the current ownership and the lack of alcohol sales. If the restaurant changes ownership and/or proposes selling alcohol, the extended hours will cease unless the village council grants a new variance.

Cabrera gave the staff's presentation and entered it into the record. She then introduced Mr. Byron Tejado, agent for China Star Restaurant, who was presented as the applicant. He requested a variance relief (PSV26-07) to extend the restaurant’s hours of operation from 11:00 p.m. to 2:00 a.m., deviating from Section 34-891(1) of the Village Code. The applicant explained that the business has operated in the plaza for approximately one year, occupies a 1,000-square-foot space, offers takeout service only, and does not sell alcoholic beverages.

Staff reported that the request is consistent with surrounding businesses operating with extended hours and determined that the variance would not be detrimental to public welfare or confer a special privilege. Staff indicated that the request aligns with the Code's general intent.

Mayor Smith offered the Council an opportunity for further discussion. Council Member Ready asked about the current hours of operation and the crime statistics. Mr. Tejado did not have this information available, but he advised that the restaurant is in the center of the plaza.

During the discussion, the Village Council expressed concerns about public safety, particularly late-night activity and its potential impact on the surrounding area. While acknowledging the limited nature of the operation and absence of alcohol sales, the Council emphasized the importance of monitoring police activity and community impacts before granting extended hours.

Following deliberation, the Village Council approved a modified request, allowing the restaurant to remain open until 12:00 a.m. on a six-month

probationary basis. The Council directed that, if no adverse reports are received from the Police Department during this period, the hours may be extended to 1:00 a.m. thereafter. The Council further noted that any future request to extend hours beyond that time would require additional review and approval.

Police Assistant Chief Buhr reported that there was one reported robbery at the location several years ago. Mayor Pro Tem Tieche asked the applicant whether he agreed to the conditions listed in the staff report and whether he would be willing to install a security camera and front parking lights at the location. The Village Attorney, Mrs. Goddeau, advised Mayor Pro Tem Tieche that he cannot make lighting and camera requirements. He can only make the recommendation. The applicant agreed voluntarily to install the camera and lights on the property.

Council Member Schmitz inquired about the criteria used to approve these types of variances. Village Attorney Goddeau discussed the conditions and the applicable criteria. Then she asked the applicant whether they needed to stay open until 2 AM. The applicant provided an alternative, such as partnering with a delivery service (e.g., Uber Eats or DoorDash) to make late-night deliveries.

Mayor Pro Tem Tieche motioned to approve Resolution No. 2026-08 to permit China Star to remain open until midnight for six months, contingent upon no adverse reports; thereafter, the hours may be extended to 1:00 a.m. Council Member Ready seconded the motion. The said motion carried 4-1 (Council Member Schmitz dissenting).

Fiscal Impact: The proposed request is not expected to provide a direct fiscal impact on the Village. However, if approved, it would require various village services, resulting in increased expenditure for the village.

21. Proposed Resolution No. 2026-10 - Hours of Operation Variance (PSV26-08) La Cabana Latin Grill — 2677 Forest Hill Boulevard, Unit 117-118: Approve Resolution No. 2026-10 a request submitted by Francisco Rosa, owner of La Cabana Latin Grill, for variance relief (PSV26-08) to extend hours of operation from 11:00 p.m. to 2:00 a.m., Thursday through Sunday.
Staff: Iramis Cabrera, PZB Director

SUMMARY: Mr. Francisco Rosa, owner of La Cabana Latin Grill, is requesting a variance relief (PSV26-08) to deviate from Section 34-891(1), "Hours of operation and hours of construction activity", which specifies that no commercial use shall commence business activities before 7:00 a.m., nor continue such activities later than 11:00 p.m. The applicant requests a three-hour deviation to allow the existing restaurant to remain open until 2:00 a.m.,

Thursday through Sunday.

La Cabana Latin Grill opened their first location in 2018 in West Palm Beach with a vision to create a place where people could gather around authentic Cuban and Mexican food, celebrate life’s moments, and feel at home. What began as a small family restaurant quickly became a neighborhood's gathering place. From the beginning, the restaurant has been family-operated and hands-on. They are personally involved in the daily management of the business, and they are present every day, overseeing staff, welcoming guests, ensuring quality, and protecting the family's atmosphere.

The restaurant was relocated to this location over two years ago as a step forward in its growth and long-term commitment to the community and currently occupies 2,600 square feet.

The restaurant’s format emphasizes family dining and cultural gatherings. These characteristics address the evolving need for restaurants serving the Village's residents.

Staff determined that granting the variance request will not confer on the applicant any special privilege, nor deprive them of rights commonly enjoyed by other businesses in the village.

The proposed three-hour extension aligns with the general intent and purpose of the Variance requested and will not be injurious to the area involved or otherwise detrimental to public welfare.

Staff support the applicant's request to extend the hours of operation, given the current ownership's commitment to serving the community. If the restaurant changes ownership, the extended hours will cease unless the village council grants a new variance.

Ms. Cabrera gave the Village's presentation, then she presented Mr. Francisco Rosa, owner of La Cabana Latin Grill, who presented a request for variance relief (PSV26-08) to extend the restaurant’s hours of operation from 11:00 p.m. to 2:00 a.m., Thursday through Sunday, deviating from Section 34-891(1) of the Village Code. The applicant provided background on the family-owned restaurant, originally established in 2018 in West Palm Beach and relocated to its current 2,600-square-foot location over two years ago. The restaurant focuses on family dining and cultural gatherings, with ownership actively involved in daily operations and committed to serving the community.

Staff reported that the requested variance is consistent with surrounding businesses and would neither confer a special benefit nor be a detriment to public welfare. Staff further noted that the request aligns with the Code's intent and supports the need for extended dining options within the Village.

Following discussion, the Village Council approved a modified variance request, allowing the restaurant to operate until midnight, Thursday through

Sunday, for an initial six-month probationary period. The Council directed that, if no adverse reports are received during that time, the hours may be extended to 2:00 a.m. thereafter. The approval is limited to current ownership, and the variance will become null and void upon any change in ownership unless otherwise approved by the Village Council.

Council asked about the latest call for service to customers. Mr. Rosa advised that the latest is generally at 1:30 AM. Council Member Ready asked if there were any problems with cameras and lighting at the location. Mr. Rosa discussed how the new landlord was beautifying the area. Cameras are located on the site, and attention is being taken to fix the lighting. At this point, Assistant Chief Buhr explained that there were multiple calls, but none were made directly by the business. Further discussion ensued about safety and code enforcement. Mr. Rosa stated that the property is under new management.

There were no public comments.

Mayor Pro Tem Tieche motioned for the approval, as amended, of Resolution No. 2026-10, which permits La Cabana Latin Grill to remain open until midnight Thursday — Sunday for six months. It is contingent upon no adverse reports, they will be permitted to remain open until 2 AM. The motion passed 3-2 (Council Member Schmitz and Mayor Smith dissenting).

Fiscal Impact: The proposed request is not expected to provide a direct fiscal impact on the Village. However, if approved, it would require various village services that would result in increased expenditure for the village.

ACTIONS AND REPORTS

There were no Actions or Reports.

VILLAGE MANAGER COMMENTS

There were no Village Manager comments.

VILLAGE COUNCIL COMMENTS

The Council thanked the Clerk's office for the Advisory Board Appreciation Dinner. They discussed Commissioner Flores' new office grand opening event from 11 AM - 3 PM on April 18, 2026. They invited everyone to the Arbor Day event on April 24, 2026. Mayor Smith mentioned that the Florida League of Cities is paying for the Council's attendance at the mobility conference. She encouraged them to get the information to attend.

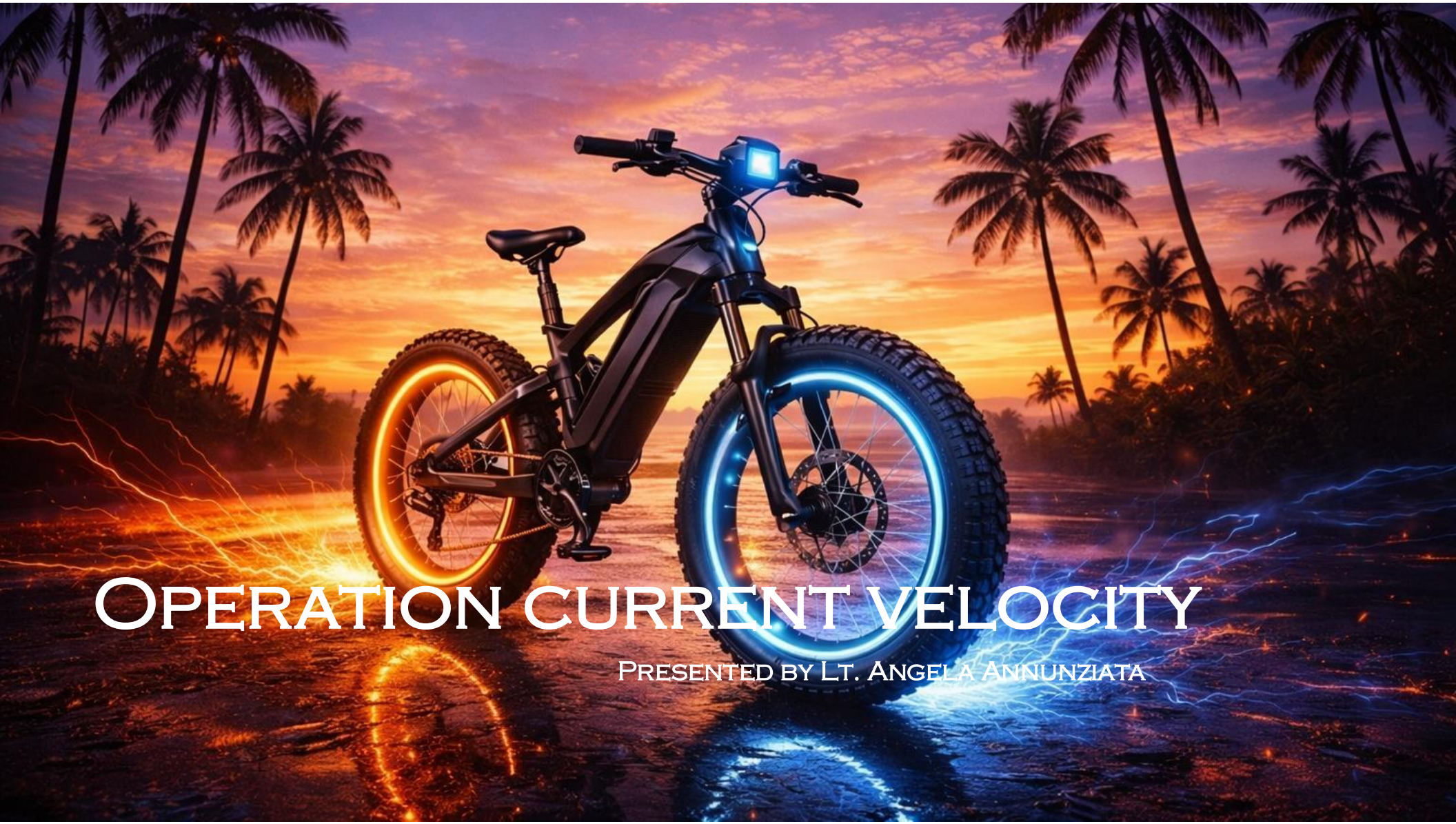
ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 8:11 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 9, 2026. The minutes were formally approved and adopted by the Village Council on May 14, 2026.

Kimberly M. Wynn
Village Clerk

NEXT REGULAR MEETING:
THURSDAY, MAY 14, 2026, AT 6:30 P.M.
(IMMEDIATELY FOLLOWING THE CRA MEETING)


Operation current velocity
Presented by Lt. Angela Annunziata

WHAT ARE E-BIKES?

POLICE PALM SPRINGS 1957 FL

OPERATION CURRENT VELOCITY

EBIKE CLASSFICATIONS

WHAT'S THE DIFFERENCE



CLASS 1

20MPH
PEDAL ASSISTED
NO ASSISTANCE WITHOUT PEDALING
SAME RULES AND ACCESS RIGHT AS
REGULAR BIKES



CLASS 2

20MPH
THROTTLE ASSISTED
CAN BE RIDDEN WITHOUT PEDALING
SAME RULES AND ACCESS RIGHT AS
REGULAR BIKES



CLASS 3

28MPH
PEDAL ASSISTED OR OPTIONAL THROTTLE
NO ASSISTANCE WITHOUT PEDALING
AGE LIMIT APPLIES
USAGE AREA RESTRICTED



DESIGN AND PURPOSE

- Initiate a Village Code Addressing eBikes and Micromobility Devices
- Educate, Change behavior and Elicit Voluntary Compliance
- Focusing on Our Teenage and Adult E-Bike Riding Community
- Increase Safety Through Educational Handouts and Media Campaign
- Identify High Travel Areas Where E-Bikes and Pedestrians Share Spaces
- Time Line: 45-day Education Period Followed by a 90-Day Enforcement Period

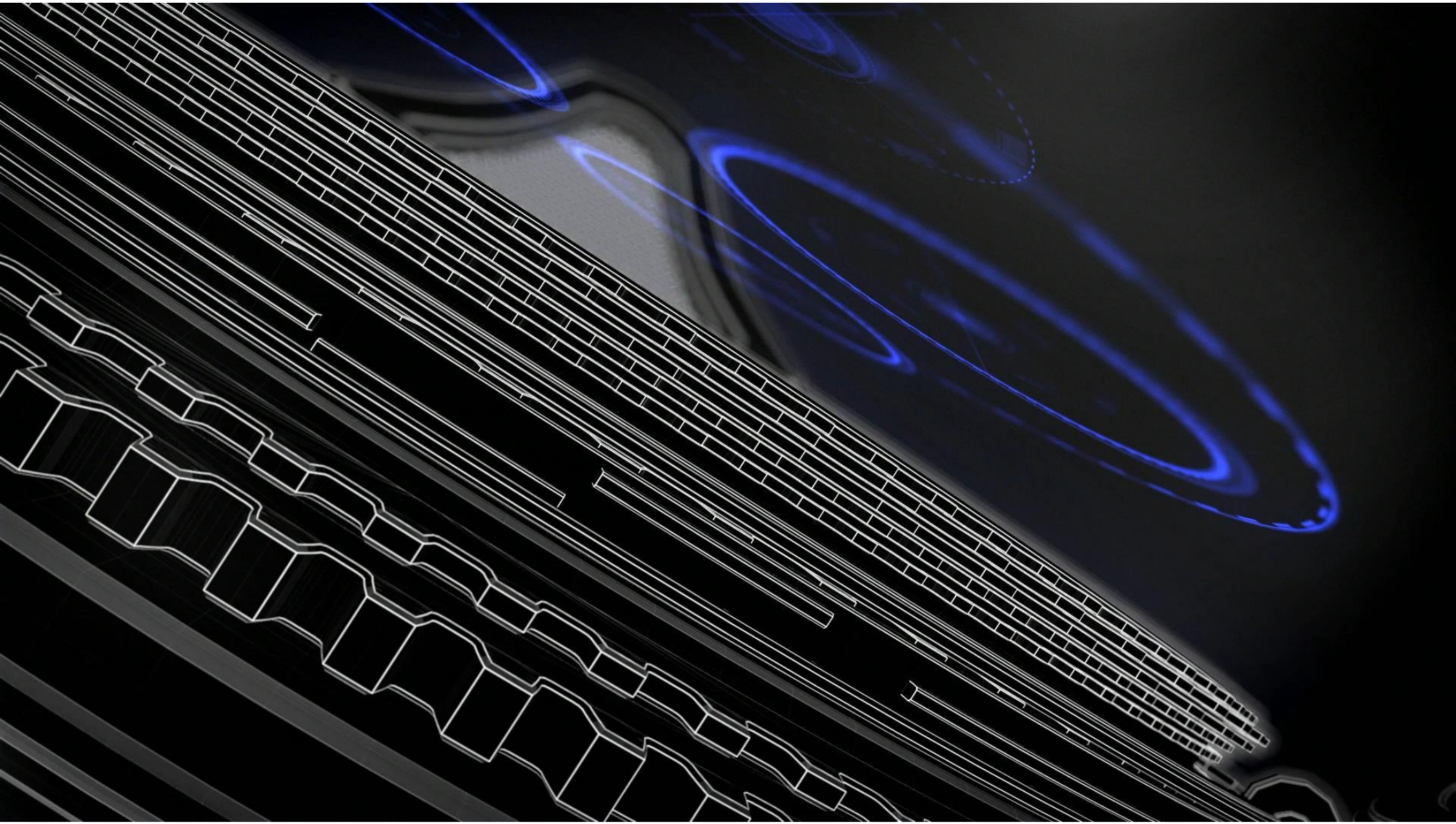


BIKE EDUCATIONAL OBJECTIVES

- Use Social Media, Mainstream Media and the Village Marquee
- Disburse Age-appropriate Materials at Schools, HOAs and Village Events
- Create Voluntary Compliance

Enforce	Current **Florida E-Bike** Laws **Issue Written** Warnings and Citations
Increase	Safety Awareness **Rider** Compliance
Create	Create Safer Roadways and **Shared Paths**

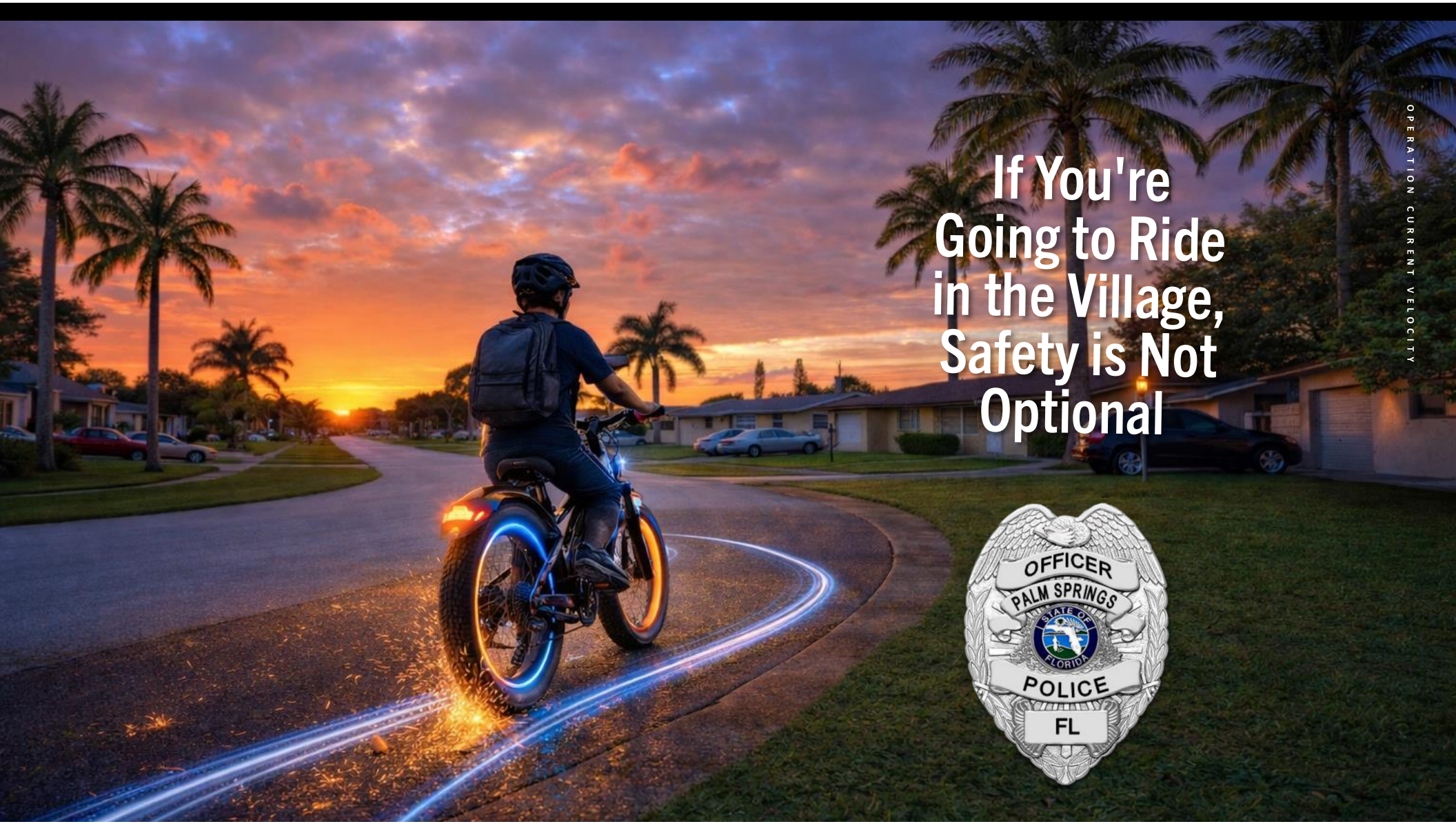




OUR COMMITMENT TO THE VILLAGE



- • Educating our community
  • Enforcing the law fairly and consistently
  • Ensuring safer roadways and pathways for everyone


If You're Going to Ride in the Village, Safety is Not Optional
OFFICER
PALM SPRINGS
STATE OF FLORIDA
POLICE
FL
OPERATION CURRENT VELOCITY

Village of Palm Springs

Flooding and Sea Level Rise Risk Assessment

Council Meeting | April 9, 2026

Today's Agenda

1. Project Objectives
2. Exposure Analysis Results
3. Sensitivity Analysis Results
4. Strategies and Recommendations
5. Discussion & Questions

Project Objectives

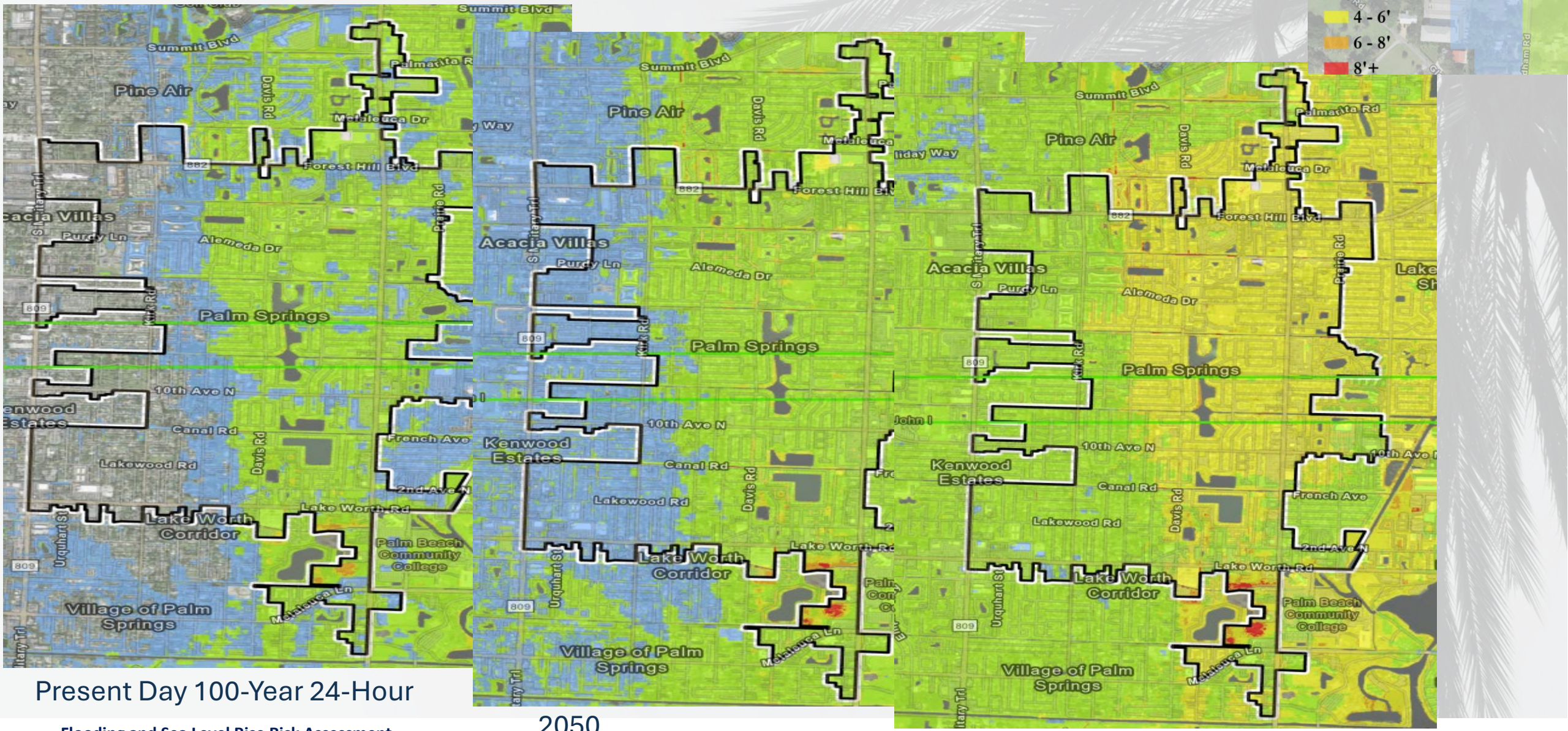
1. Develop a cohesive strategy to identify vulnerabilities
2. Asses flooding hazards, complying with state legislation
3. Guide future needs and ID community partnerships
4. Increase eligibility for State and Federal grant funding

Climate Vulnerability Assessment



- Identify YOUR Critical Assets at risk
- Section 380.093(3)(d)3.a-c, F.S. requires:
  - NAVD88
  - 2022 National Oceanic and Atmospheric Administration Intermediate Low and Intermediate sea level rise projections
- Determine level of exposure at specific flood scenarios for:
  - Current conditions, 2050, and 2080
  - Sea level rise, high tide flooding, storm surge, rainfall-induced flooding, compound flooding
  - Prioritize the assets to identify future project needs
- Identify flooding focus areas
- Obtain and incorporate public/stakeholder feedback

Palm Springs – Rainfall + SS Combination NIL 100-Year 24-Hour



Present Day 100-Year 24-Hour

2050

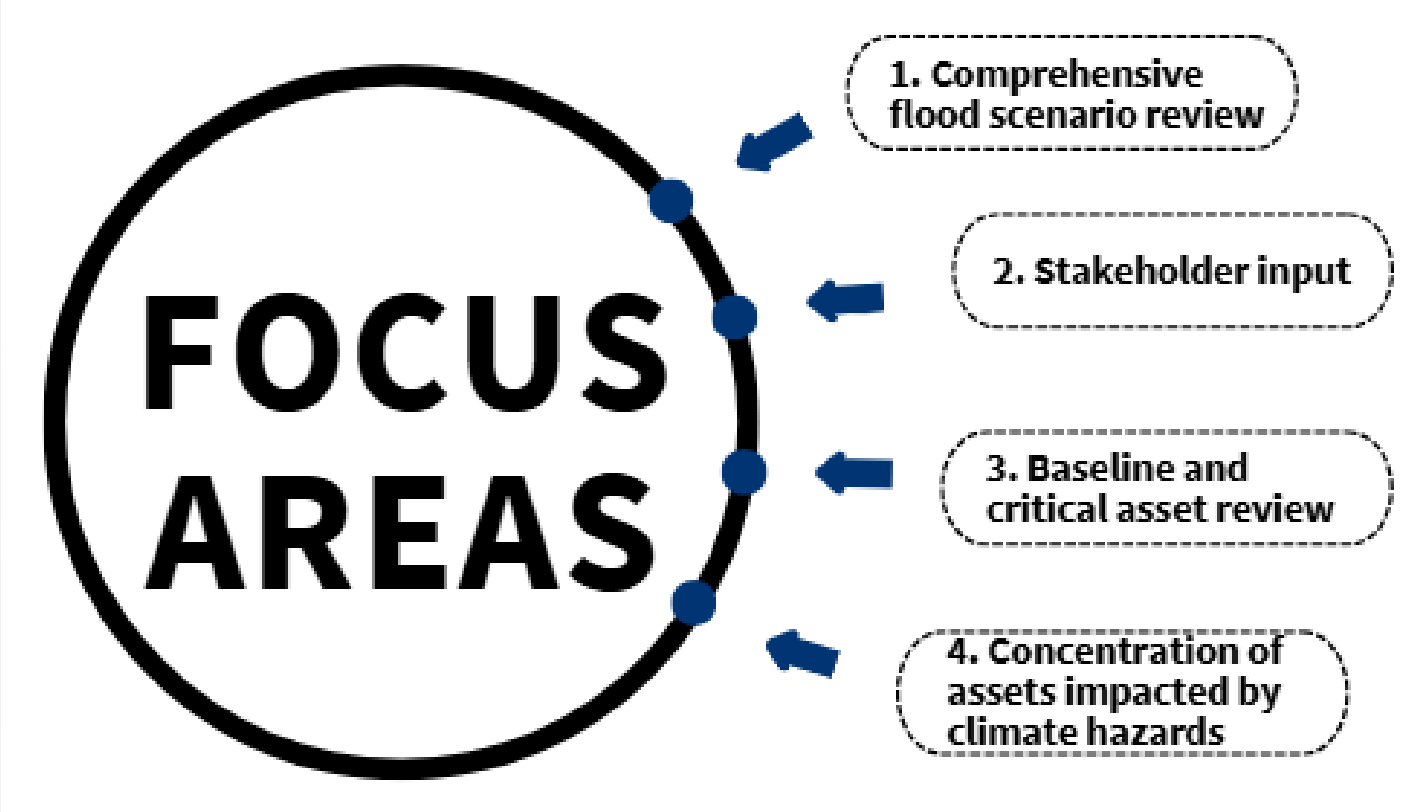
2080

Flooding Focus Area Methodology

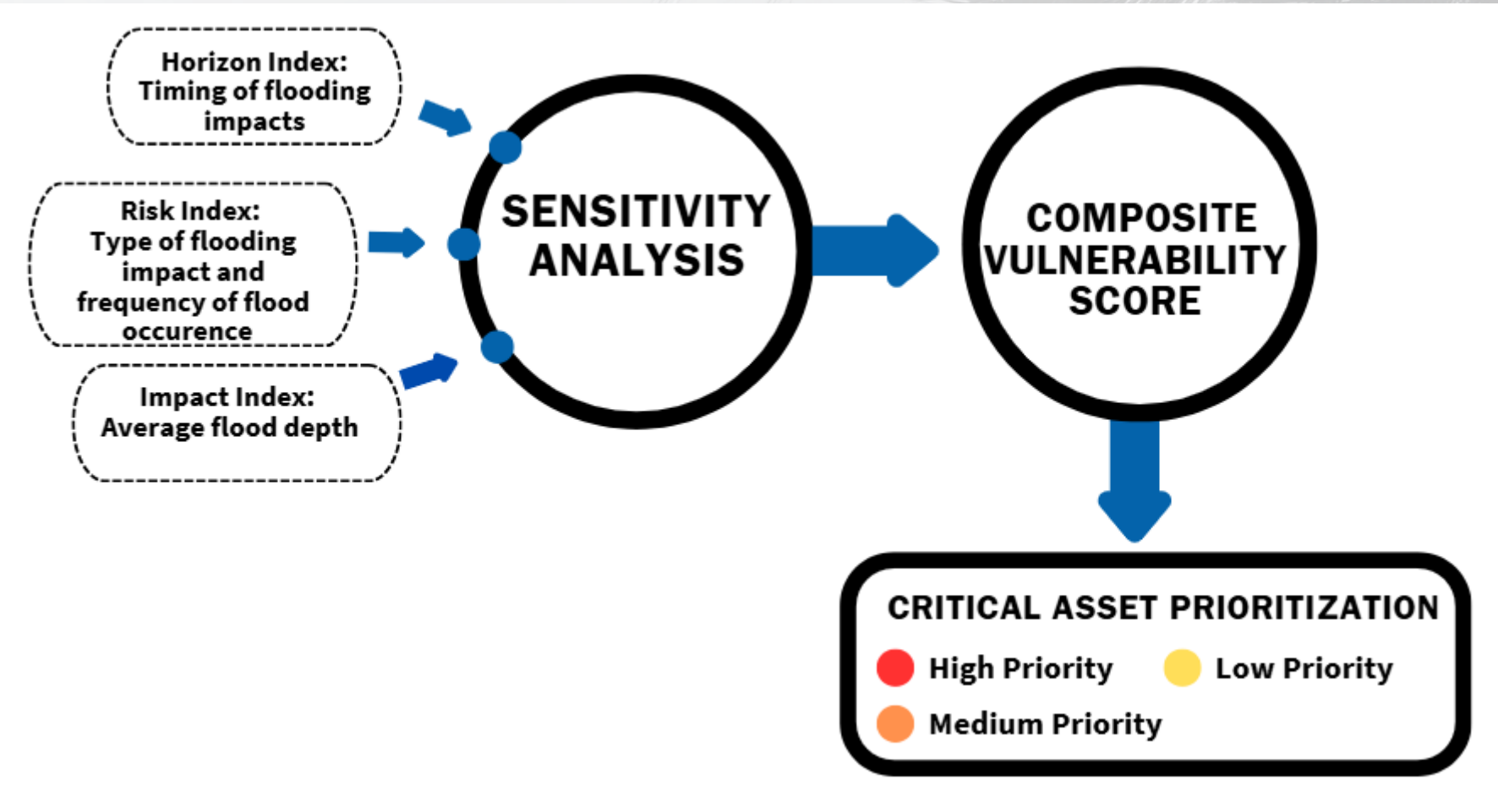
Criteria for flooding focus areas:

1. There is an aggregation of critical assets at risk
2. The area is subject to flooding risks today or by 2050 or 2080
3. Areas identified as at-risk based on local knowledge

Purpose: Helps prioritize where adaptation response should occur based on geographic area and timeline to impact

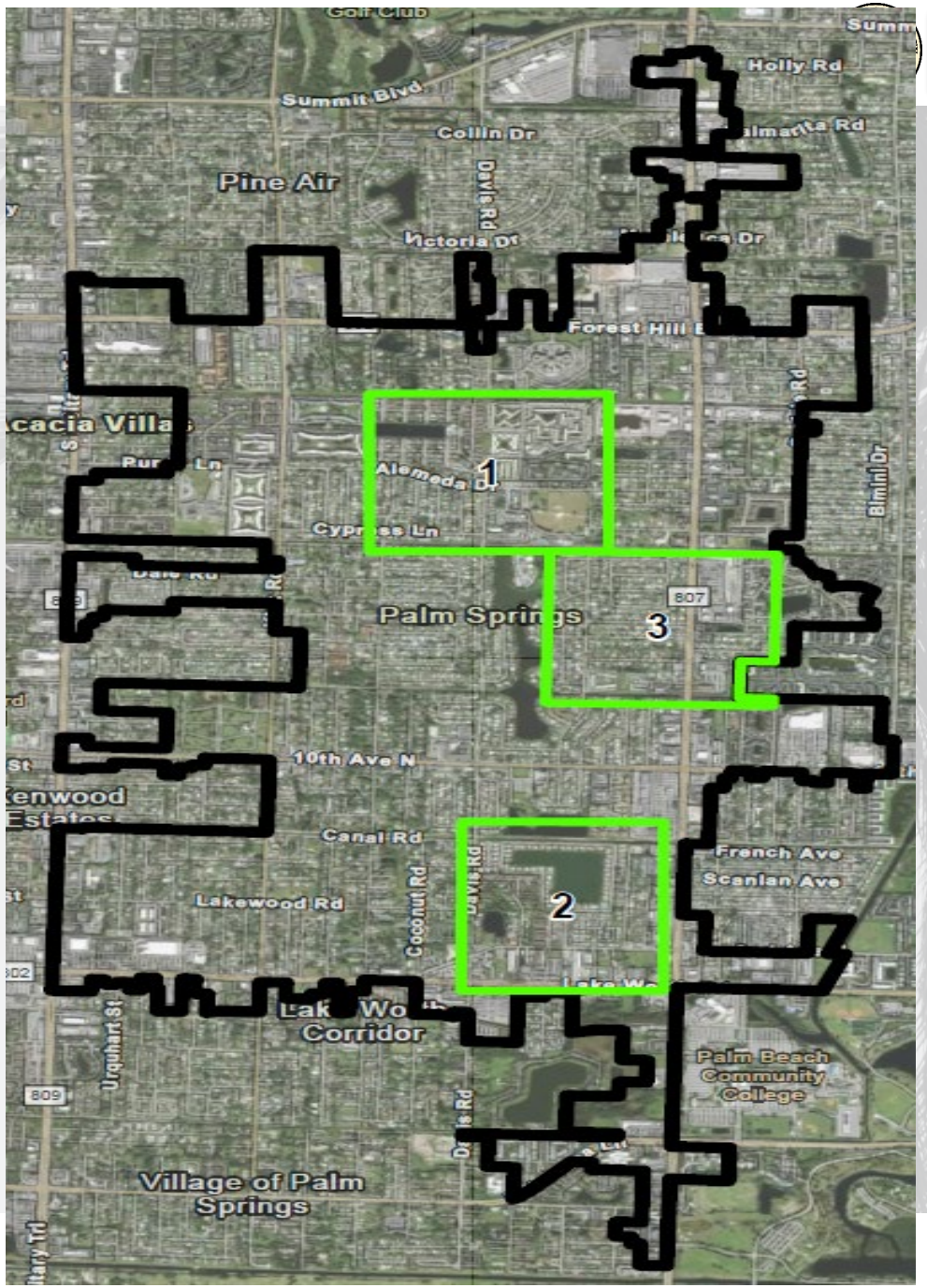


Sensitivity Analysis: Assesses the potential impact of flooding hazards on the inventory of critical community assets



Sensitivity Analysis Results

Critical Asset Priority Level	Counts
Priority 1 (High)	2460
Priority 2 (Moderate)	1284
Priority 3 (Low)	1802
Priority 4 (Minimally Impacted) *Not displayed on FFA maps	3698
Total Assets	9244



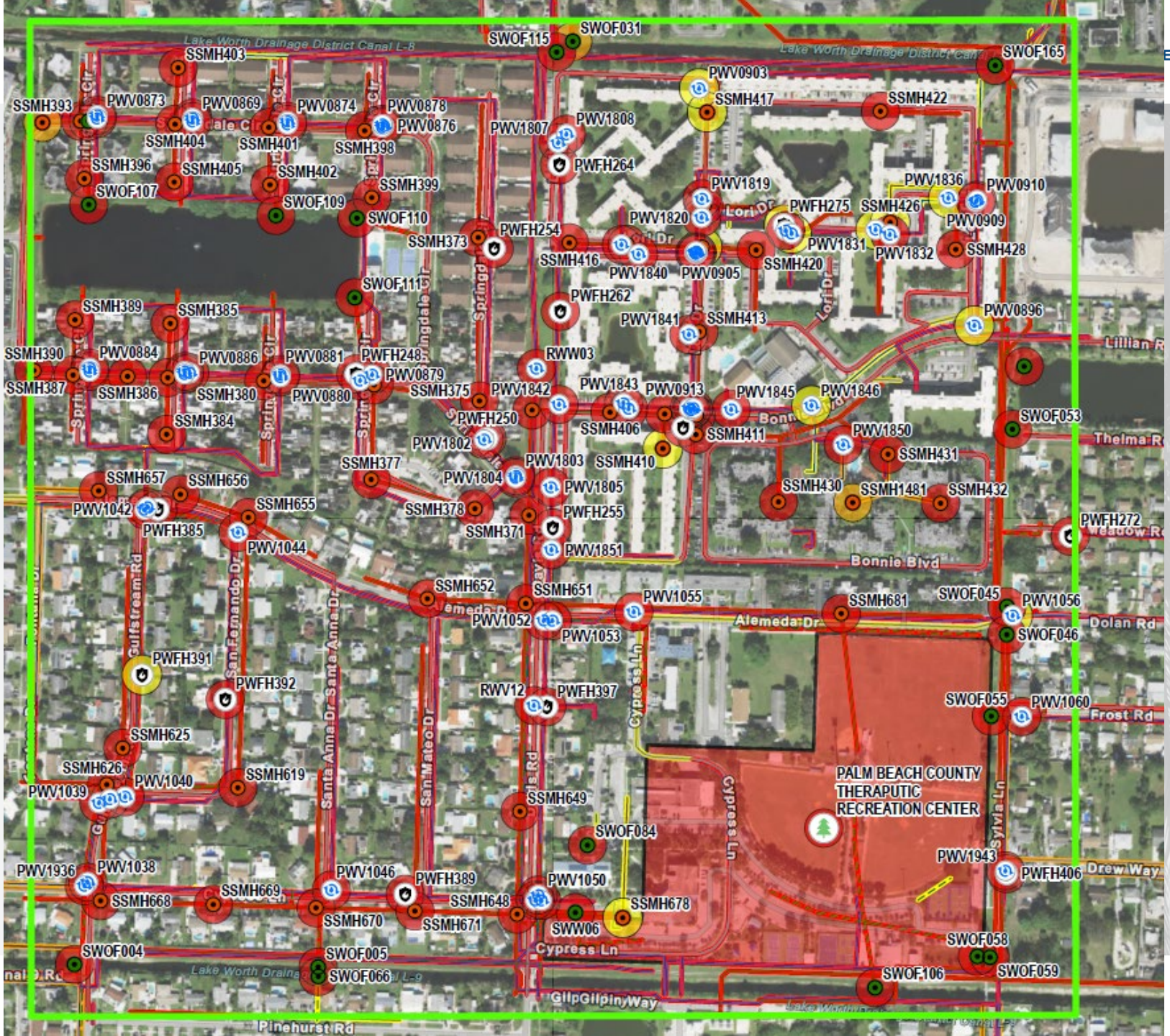
- Municipal Boundary
- Flooding Focus Area

Critical Assets

- Fire Hydrant
- Park
- Sanitary Sewer Insfstructure
- Stormwater Infrastructure
- Water Infrastructure
- Stormwater Line
- Sanitary Sewer Line
- Street
- Water Line

Critical Assets Prioritization

- Priority 1
- Priority 2
- Priority 3
- Priority 1
- Priority 2
- Priority 3
- Priority 1



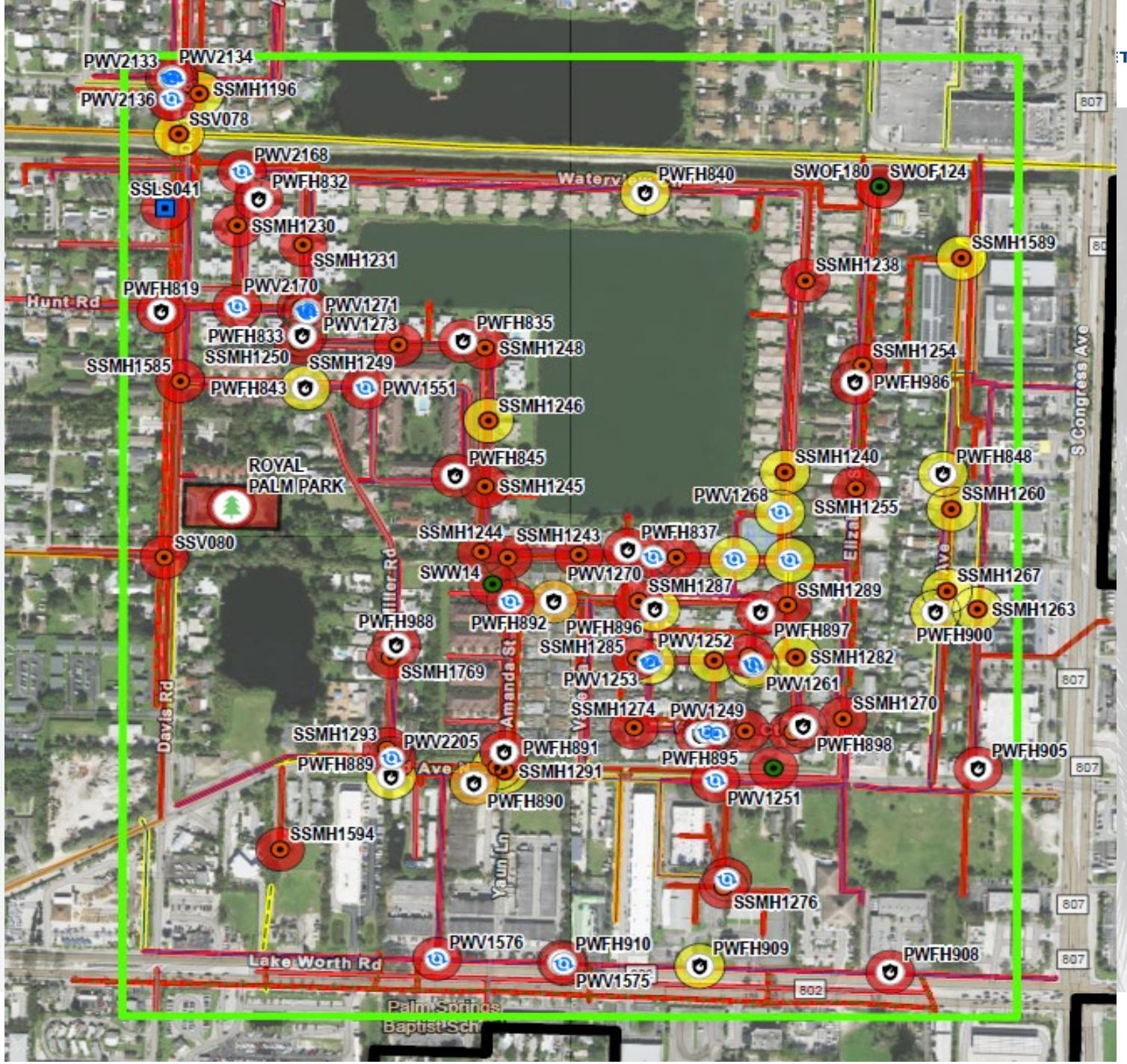
- Municipal Boundary
- Flooding Focus Area

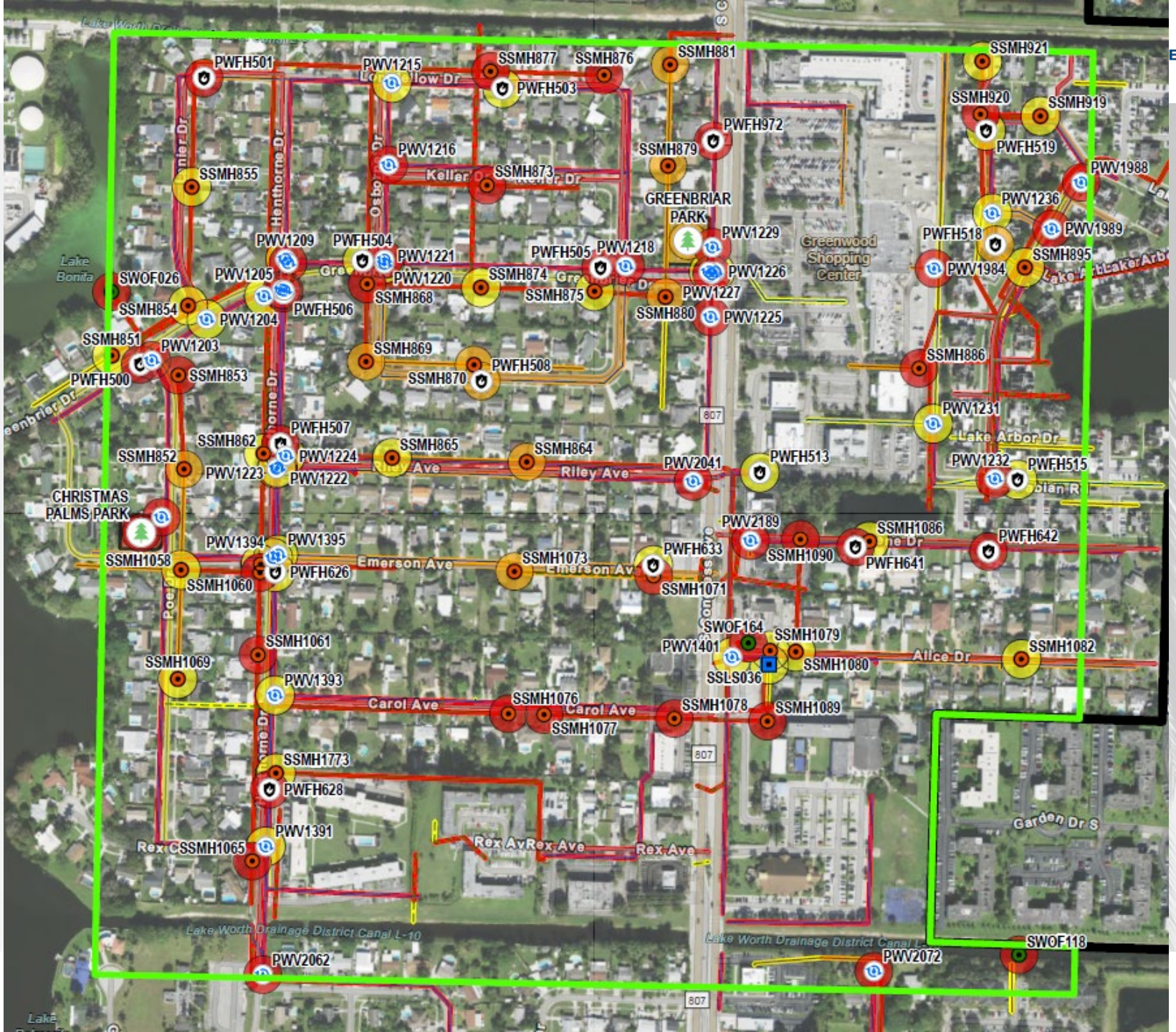
Critical Assets

- Fire Hydrant
- Lift Stations
- Park
- Sanitary Sewer Insfstructure
- Stormwater Infrastructure
- Water Infrastructure
- Stormwater Line
- Sanitary Sewer Line
- Street
- Water Line

Critical Assets Prioritization

- Priority 1
- Priority 2
- Priority 3
- Priority 1
- Priority 2
- Priority 3
- Priority 1




Municipal Boundary
Flooding Focus Area
Critical Assets
Fire Hydrant
Lift Stations
Park
Sanitary Sewer Insfstructure
Stormwater Infrastructure
Water Infrastructure
Stormwater Line
Sanitary Sewer Line
Street
Water Line
Critical Assets Prioritization
Priority 1
Priority 2
Priority 3
Priority 1
Priority 2
Priority 3
Priority 1
Priority 2
PWFH501
PWV1215
SSMH877
SSMH876
SSMH881
SSMH921
PWFH503
SSMH920
SSMH919
PWFH972
PWV1216
SSMH879
PWFH519
SSMH855
SSMH873
PWV1988
GREENBRIAR PARK
PWV1236
PWV1209
PWFH504
PWV1221
PWV1229
PWFH518
PWV1989
PWFH505
PWV1218
Greenwood Shopping Center
SSMH895
Lake Bonita
SWOF026
PWV1205
PWV1220
PWV1226
PWV1984
SSMH874
SSMH868
SSMH875
PWV1227
SSMH854
PWV1204
PWFH506
SSMH880
PWV1225
SSMH851
PWV1203
SSMH869
SSMH886
PWFH500
SSMH853
PWFH508
SSMH870
PWV1231
PWFH507
SSMH862
SSMH865
SSMH864
Lake Arbor Dr
SSMH852
PWV1224
PWV2041
PWFH513
PWV1232
PWFH515
PWV1223
PWV1222
Riley Ave
CHRISTMAS PALMS PARK
PWV2189
SSMH1086
PWV1394
PWV1395
PWFH633
PWFH642
SSMH1090
SSMH1058
Emerson Ave
SSMH1073
PWFH641
PWFH626
SSMH1060
SSMH1071
SWOF164
SSMH1079
SSMH1061
PWV1401
SSMH1082
SSMH1069
SSMH1080
Alice Dr
SSLS036
PWV1393
Carol Ave
SSMH1076
SSMH1078
SSMH1089
SSMH1077
SSMH1773
PWFH628
PWV1391
Rex Ave
SSMH1065
Garden Dr S
Lake Worth Drainage District Canal L-10
SWOF118
PWV2072
PWV2062
807

Adaptation Strategies and Recommendations

Non-structural

- Policy and Code updates: landscaping/tree canopy
- Community Education
- Stormwater analysis
- Land preservation/Conservation Easements

Structural

- Retrofit Sanitary Sewer Gravity Mains (Priority 1)
- Increase road elevation/crown (Priority 1 & 2)
- Stormwater retrofitting to increase capacity (Priority 2)
- Potable Water Mains (Priority 2)

Future Project Funding

- Resilient Florida Grants – Assistance Office Hours, Tuesdays in April
- Community Development Block Grants (CDBG)
  - Building Resilient Infrastructure and Communities (BRIC)
- Hazard Mitigation Grants
- Various EPA Grants
  - State Clean Water Revolving Fund
- Elevate Florida Housing Grant
- Florida League of Cities Grant

Thank you!
Discussion & Questions

Next Step:



FINAL APPROVAL
FROM DEP

Village of Palm Springs

Executive Brief

AGENDA DATE: May 14, 2026

DEPARTMENT: Utilities

ITEM #2: Approve Change Order No. 1 — Contract Time Extension and Final Reconciliation — Reconstruction of Surficial Aquifer Well No. 14 and Emergency Backup Generator for Well No 13 and 14 (Task Order Nos. 316 & 323) — All Webbs Enterprises Inc.

SUMMARY: The Utilities Department requests approval for a final reconciliation and change order with All Webbs Enterprises, Inc. to account for a contract time extension and a contract price reduction.

During the well development phase of construction, the original drilling methods did not produce the desired results. Consequently, the Village's Consultant Engineer and project management team implemented an alternative open-hole well-construction method, which yielded better-than-expected outcomes.

This change extended the project completion date by forty-eight (48) days and reduced the contract price by $103,442.80.

Proposed Adjustments

• Contract price decreased from **$1,742,114.00 to $1,638,671.20 (a reduction of $103,442.80)**
• Contract time extended by forty-eight (48) days, moving the completion date from February 18, 2026, to April 7, 2026

Copies of the original contract documents are available at the Village Clerk's Office.

FISCAL IMPACT:

Contract price: Decrease from $1,742,114.00 to $1,638,671.20 ($103,442.80 reduction)

ATTACHMENTS:

1. Proposed Change Order #1 - Final Reconciliation-Well #14 & #13-All Webbs

Change Order No. 001

Date of Issuance: 4/9/2026
Effective Date: 4/7/2026

Owner: Village of Palm Springs
Owner's Task Order No.: 316 & 323

Contractor: All Webb's Enterprise, Inc.
Project Bid No. (ITB #): 2024B - 015

Engineer: Holtz Consulting Engineers, Inc.
Engineer's Project No.: 112_2401

Project: Replacement of Surficial Aquifer Well No. 14 and Installation of Standby Generator
NTP: 12/25/2024

The Contract is modified as follows upon execution of this Change Order:

Description:

Change in contract price to reconcile unused/extended quantities for original contract bid items including FPL Service Connection Invoice (applied to Owner's Allowance). Change in price also includes contract credit for supplemental potable water supply furnished by Owner during below-grade drilling work.

Change in contract time to reflect additional time required to attempt alternative open-hole well construction as requested by OWNER/ENGINEER during construction.

Attachments: Change Order Reconciliation No. 1, AWE Cost Proposal No.1 dated 10/14/2025, FPL Invoice dated 12/22/2025.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 1,742,114.00	Original Contract Times: 390 Days / 420 Days Substantial Completion: 1/19/2026 Ready for Final Payment: 2/18/2026 days / dates
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0: $ 0.00	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: $ 1,742,114.00	Contract Times prior to this Change Order: Substantial Completion: 1/19/2026 Ready for Final Payment: 2/18/2026 dates
[Increase] [Decrease] of this Change Order: $ 103,442.80	[Increase] [Decrease] of this Change Order: Substantial Completion: 31 Ready for Final Payment: 48 days
Contract Price incorporating this Change Order: $ 1,638,671.20	Contract Times with all approved Change Orders: Substantial Completion: 2/19/2026 Ready for Final Payment: 4/7/2026 dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Harrison Barron	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Associate Engineer	Title	Title VICE PRESIDENT
Date: 4/9/2026	Date	Date 4/13/26

The CONTRACTOR and the OWNER agree that this CHANGE ORDER represents the complete agreement of the parties with respect to these matters as of the date of this CHANGE ORDER. By approving this Change Order, the CONTRACTOR releases any and all claims that it may have against the OWNER under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the OWNER prior to the effective date of this CHANGE ORDER. The effective date of this Change Order is the date it is approved by the OWNER.

This Change Order may be executed in counterparts and is not effective until approved by either the Village Manager or Village Council (as designated on the second page of this Change Order).

_____
Contractor Initial

IN WITNESS WHEREOF, the OWNER/VILLAGE has approved this Change Order No. ____ to the _____ Project.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

ATTEST:

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

Village of Palm Springs - Replacement of Surficial Aquifer Well No. 14 and Installation of Standby Generator
Change Order Reconciliation No.1

NO	DESCRIPTION	UNIT	UNIT PRICE ($)	QUANTITY	CONTRACT VALUE ($)	ACTUAL QUANTITY INSTALLED	FINAL CONTRACT VALUE ($)	DIFFERENCE ($)
	CHANGE ORDER SUMMARY							
1	GENERAL CONDITIONS, BONDS, AND INDEMNIFICATION	LS	$79,187.00	1	$79,187.00	1	$79,187.00	$0.00
2	MOBILIZATION/DEMOBILIZATION	LS	$79,187.00	1	$79,187.00	1	$79,187.00	$0.00
3	PULL EXISTING PUMP, MOTOR, WELLHEAD, APPURTENANCES	LS	$20,000.00	1	$20,000.00	1	$20,000.00	$0.00
4	PLUG AND ABANDON EXISTING WELL AND WELLHEAD/SITEWORK DEMOLITION	LS	$50,000.00	1	$50,000.00	1	$50,000.00	$0.00
5	DRILL NOMINAL 6-INCH DIAMETER PROFILE WELL TO 250 FEET; PERFORM GEOPHYSICAL LOGGING, PLUG AND ABANDON	LS	$25,000.00	1	$25,000.00	1	$25,000.00	$0.00
6	FURNISH, INSTALL, AND GROUT IN PLACE 30-INCH DIAMETER STEEL SURFACE CASING TO 40 FT	FT	$1,750.00	40	$70,000.00	40	$70,000.00	$0.00
7	DRILL A NOMINAL 28-INCH DIAMETER BOREHOLE USING MUD ROTARY METHOD	FT	$1,000.00	80	$80,000.00	68	$68,000.00	-$12,000.00
8	PERFORM GEOPHYSICAL LOGGING FOR CASING	EA	$20,000.00	2	$40,000.00	2	$40,000.00	$0.00
9	FURNISH AND INSTALL 24-INCH DIAMETER SCH. 40 PVC CASING	FT	$1,100.00	120	$132,000.00	108	$118,800.00	-$13,200.00
10	CEMENT GROUT 24-INCH DIAMETER SCH. 40 PVC CASING IN PLACE	94 LB SKS	$30.00	178	$5,340.00	109	$3,270.00	-$2,070.00
11	DRILL A NOMINAL 22-INCH DIAMETER BOREHOLE USING REVERSE AIR METHOD	FT	$200.00	80	$16,000.00	100	$20,000.00	$4,000.00
12	FURNISH AND INSTALL 16-INCH DIAMETER 316 STAINLESS STEEL WELL SCREEN	FT	$500.00	80	$40,000.00	73.5328	$36,766.40	-$3,233.60
13	FURNISH AND INSTALL 16-INCH DIAMETER SDR-17 JOHNSON WELL RISER CASING	FT	$100.00	120	$12,000.00	108	$10,800.00	-$1,200.00
14	FURNISH AND INSTALL WELL GRAVEL PACK	CF	$50.00	176	$8,800.00	383	$19,150.00	$10,350.00
15	PERFORM AIRLIFT WELL DEVELOPMENT	HR	$350.00	50	$17,500.00	25.5	$8,925.00	-$8,575.00
16	OPTIONAL: WELL ACIDIZATION MOBILIZATION	LS	$20,000.00	1	$20,000.00	0	$0.00	-$20,000.00
17	OPTIONAL: WELL ACIDIZATION TREATMENT W/ 32% HCl	GAL	$7.00	1,800	$12,600.00	0	$0.00	-$12,600.00
18	PERFORM JETTING WITH SIMULTANEOUS AIRLIFT WELL DEVELOPMENT AND CLEANOUT OF BOREHOLE	HR	$400.00	50	$20,000.00	152.5	$61,000.00	$41,000.00
19	PERFORM PUMP DEVELOPMENT	HR	$300.00	80	$24,000.00	86	$25,800.00	$1,800.00
20	CONDUCT STEP-RATE PUMP TEST	HR	$500.00	8	$4,000.00	8	$4,000.00	$0.00
21	COMPLETE WELL VIDEO LOGGING	LS	$10,000.00	1	$10,000.00	1	$10,000.00	$0.00
22	WELL DISINFECTION AND SAMPLING	LS	$10,000.00	1	$10,000.00	1	$10,000.00	$0.00
23	WATER QUALITY SAMPLING AND BACTERIOLOGICAL SAMPLING	LS	$15,000.00	1	$15,000.00	1	$15,000.00	$0.00
24	FORMATION WATER DISPOSAL SYSTEM	LS	$10,000.00	1	$10,000.00	1	$10,000.00	$0.00
25	FURNISH AND INSTALL WELLHEAD AND RAW WATER MAIN	LS	$116,000.00	1	$116,000.00	1	$116,000.00	$0.00
26	FURNISH AND INSTALL WELL PUMP, MOTOR, AND PIPING	LS	$70,000.00	1	$70,000.00	1	$70,000.00	$0.00
27	SITEWORK (INCLUDING PERIMETER FENCING AND RESTORATION)	LS	$100,000.00	1	$100,000.00	1	$100,000.00	$0.00
28	FURNISH AND INSTALL 20" LINE STOP	EA	$30,000.00	2	$60,000.00	2	$60,000.00	$0.00
29	FURNISH AND INSTALL UNDERGROUND LP STORAGE TANKS	LS	$38,500.00	1	$38,500.00	1	$38,500.00	$0.00
30	FURNISH AND INSTALL GENERATOR AND ATS EQUIPMENT	LS	$150,000.00	1	$150,000.00	1	$150,000.00	$0.00
31	ELECTRICAL WORK (INCLUDING INSTRUMENTATION AND CONTROL PANELS AND CONNECTION TO EXIST. WELL NO. 13, EXCLUDING GENERATOR AND ATS EQUIP.)	LS	$352,000.00	1	$352,000.00	1	$352,000.00	$0.00
32	ALTERNATE BID ITEM - ALTERNATE ELECTRICAL CONSTRUCTION AS DEFINED IN SECTION 16000	LS	$5,000.00	1	$5,000.00	0	$0.00	-$5,000.00
33	OWNER'S ALLOWANCE	CI	$50,000.00	1	$50,000.00	2.8948300%	$1,447.42	-$48,552.59
CO1-1	Raw Water Main Tie-in Modifications (See 10/14/2025 Credit Proposal)	LS	-$29,911.61	0	$0.00	1	-$29,911.61	-$29,911.61
CO1-2	Potable Water Usage Charges & Additional Owner Services During Construction	LS	-$4,250.00	0	$0.00	1	-$4,250.00	-$4,250.00
				Total Contract Value:	**$**	**1,742,114.00**	**$1,638,671.21**	
				Change Order No. 1 - Total Credit:	**$**			**103,442.80**

ALL WEBBS ENTERPRISES, INC

October 14, 2025

Robert H. Barron

Holtz Consulting Engineers

270 Central Blvd. Suite 207

Jupiter, FL 33458

Subject: Adding and removing line items for Village of Palm springs contract

Mr. Barron,

We are making the following subtractions and additions to the contract,

Subtractions:

- Two 20" Linestops **(Bid Item No.28) - $60,000 - ($30,000 Each)**
- 20"x10" DI MJ Tess **(Bid Item No.25) - $1,496.54 - ($1,496.54 Each)**
- 20" DIP Spool **(Bid Item No.25) - $1,839.02 - ($1,859.02 Each)**
- 20" DI MJ Long Sleeve **(Bid Item No.25) - $806.57 – ($806.57 Each)**
- Four 10" DI MJ 45-deg Bends **(Bid Item No. 25) - $769.48 – (192.37 Each)**
- **Total Subtraction - $64,911.61**

Additions:

- ~~One 6" Linestop required to cut/ cap the RWM branch at exist. Well 14. - $14,000~~
- 20"x10" Wet Tap w/ 316 SS FTSS Tapping Sleeve - $35,000
- **Total Addition - $49,000**

TOTAL ADDITION = $35,000

NOT NEEDED DUE TO EXISTING BURIED VALVE BEING LOCATED UPON SUBSURFACE INVESTIGATION

Difference is (-$15,911.61)

DIFFERENCE IS ($29,911.61)

LINE ITEM NOS. 25 AND 28 SHALL BE BILLED IN FULL. A DEDUCTIVE CHANGE ORDER SHALL BE PREPARED REFLECTING A $29,911.61 CREDIT TOWARDS THE TOTAL CONTRACT VALUE TO REFLECT WORK NOT PERFORMED UNDER LINE ITEM NOS. 25 AND 28.

May 9, 2025

Robert H. Barron
Holtz Consulting Engineers
270 Central Blvd. Suite 207
Jupiter, FL 33458

Subject: Replacement of Surficial Aquifer Well No. 14 & Installation of Standby Generator Change Order Proposal

Mr. Barron,

All Webb's Enterprises, Inc. (AWE) is providing a lump sum cost proposal change order amount for Line Item No. 12. The new proposed amount for line item No. 12 is $36,766.40. Please refer to cost breakdown below behind AWE's reasoning for the recommended amount. AWE would also like to request the option to have an additional 3 weeks' time added to the contract if needed due to delays/downtime associated with attempting open hole formation, then switching to screen, as well as procurement time to acquire additional screen needed. Please Let me know if you have any questions.

- VPS Furnished 80' of 16" 316 SS Screen (Deduction) -$16,233.60
- Furnish & Install additional 20' of 16" 316 SS Screen $10,000.00
- Pickup & Deliver Owner Provided 16" 316 SS Screen $2,000.00
- Weld two 10' 16" 316 SS Screens furnished by VPS $1,000.00

Lump Sum Total for Line Item No. 12: $36,766.40

Sincerely,

Ray Hernandez
All Webb's Enterprises, Inc.

Line Item No. 12 Unit Pricing:
$500 per Linear Foot of Well Screen Furnished and Installed

$36,766.40 / 500 =
73.5328 Equivalent Linear Feet of Well Screen Furnished and Installed

PAYMENT COUPON

/411500640037300022753318005305419000014474 2

VILLAGE OF PALM SPRINGS
226 CYPRESS LN
PALM SPRINGS FL 33461

Cust. No.:**3000227533**	Bill No.:**1800530541**
Payment Due Upon Receipt	Amount Due This Bill $ 1,447.42
Reference# 1J.D00014538247	

Your payment may be eligible to be paid online. Visit www.fpl.com/construction to learn more. You can also mail a check payable to FPL in USD to the FPL address listed below right. Please mail the top portion of the coupon with your check.

FPL
General Mail Facility
Miami FL 33188-0001

Please retain this portion for your records.

Florida Power & Light Company
Federal Tax Id.#: 59-0247775
Customer Name and Address

VILLAGE OF PALM SPRINGS
226 CYPRESS LN
PALM SPRINGS FL 33461

Customer Number: **3000227533**

Reference Number: **1J.D00014538247**

Bill Number: **1800530541**

Bill Date: **12/22/2025**

CURRENT CHARGES AND CREDITS
Customer No: 3000227533 Bill No: 1800530541

Description	Amount
UG RECN/1111 DONALD RD Reference# 1J.D00014538247	1,447.42

For Inquiries Contact: Francesca Wight 561 906-3660	**Total Amount Due** **$1,447.42** Payment Due Upon Receipt

Village of Palm Springs

Executive Brief

AGENDA DATE: May 14, 2026

DEPARTMENT: Police Department

ITEM #3: Approval to Purchase Additional Software Licenses for Comprehensive Video and Digital Evidence Management System — Police Department (FY 2026 Budget Funded) — Axon Enterprise, Inc

SUMMARY: On November 13, 2025, the Village Council approved a ten-year agreement with Axon Enterprise, Inc. to upgrade the Police Department's camera systems and implement digital evidence management. The contract, executed under SourceWell Cooperative Purchasing Contract No. 101223-AXN (valid through December 15, 2027), included fifty-one software licenses for Axon's cloud-based system.

Staff requests Village Council approval for an additional ten-year agreement with Axon to acquire seven (7) additional software licenses. The original fifty-one (51) licenses are assigned to sworn personnel issued body-worn cameras. The seven (7) new licenses will provide access for non-sworn personnel — such as Records, IT staff, and Command Staff, who require access to the system but are not issued body-worn cameras.

Staff recommends the Village Council approve this purchase under SourceWell Contract #101223-AXN, valid through December 15, 2027, as allowed by Section 58-7 of the Purchasing Code.

FISCAL IMPACT:
The proposed contract addition is for a ten-year term. Funds to support year one (1) of the proposed purchase are available within the FY2026 Budget – Other Contractual $1,449.76.

Allocated/Estimated Funding:
Amount FY 2027 Approved Budget – Other Contractual $1,449.81
Amount FY 2028 Approved Budget – Other Contractual $1,449.81
Amount FY 2029 Approved Budget – Other Contractual $1,449.81
Amount FY 2030 Approved Budget – Other Contractual $1,449.81
Amount FY 2031 Approved Budget – Other Contractual $1,449.81
Amount FY 2032 Approved Budget – Other Contractual $1,449.81
Amount FY 2033 Approved Budget – Other Contractual $1,449.81
Amount FY 2034 Approved Budget – Other Contractual $1,449.81
Amount FY 2035 Approved Budget – Other Contractual $1,449.81

The total cost will be $14,498.05 for seven (7) software licenses. 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.

ATTACHMENTS:

1. Addendum to the Agreement Palm Springs PD (FL) - All Docs - Axon Signed
2. Axon Evidence License Quote
3. SourceWell Contract 101223-AXN

VILLAGE OF PALM SPRINGS STANDARD ADDENDUM
(Sourcewell Contract 101223-AXN)

THIS ADDENDUM ("Addendum") is made as of the _____ day of _____, 2025, by and between the **Village of Palm Springs**, a Florida municipal corporation located at 226 Cypress Lane, Palm Springs, Florida 33461 ("**Village**") and **Axon Enterprise, Inc.**, a corporation authorized to conduct business in the State of Florida with a principal address of 17800 N. 85th Street, Scottsdale, AZ, 85255-6311 ("**Axon**").

WHEREAS, the Village's police department is in need of body worn cameras, in-car cameras, and related digital evidence management equipment and software; and

WHEREAS, on February 6, 2024, Sourcewell, a State of Minnesota local government unit and service cooperative, awarded a competitively solicited contract (Contract No. 101223-AXN) to Axon for public safety video surveillance solutions with related equipment, software and accessories ("**Sourcewell Contract**"); and

WHEREAS, the Village, as a participating entity in Sourcewell's cooperative service, requested and Axon provided two (2) quotes and three (3) statements of work to the Village for the police department's needed body worn cameras, in-car cameras, and related digital evidence management equipment and software based on the Sourcewell Contract including the awarded unit pricing ("**Axon Quotes and SOWs**"); and

WHEREAS, the Village desires to accept Axon's Quotes and SOWs and enter this Addendum pursuant to the Sourcewell Contract (consisting of 110 pages) for the needed body worn cameras and related digital evidence management equipment and software; and,

WHEREAS, the Village finds the execution of this Addendum pursuant to the Sourcewell Contract with Axon serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises contained in this Addendum and contained within the Sourcewell Contract, which is incorporated herein by reference, and Axon's Quotes and SOWs, which are attached hereto as **Exhibit "A"**, (with this Addendum, the Sourcewell Contract, and Axon's Quotes and SOWs hereafter jointly referred to as the "**Contract Documents**"), the Village and Axon agree as follows:

SECTION 1 – RECITALS, INSURANCE, INDEMNIFICATION AND LIABILITY

1.1 The foregoing recitals are incorporated into this Addendum as true and correct statements and made apart hereof.

1.2 Prior to commencing any services, Axon, and any of its subcontractors providing services at Village facilities and/or on Village vehicles, shall maintain the insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers, who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village's Village Manager and Axon. All such insurance policies may not be cancelled or terminated without providing notice to the Village's Village Manager. Axon will ensure that all policies are maintained for the full term of the Contract Documents.

Type of Coverage	Amount of Coverage
Commercial general liability	$1, 000,000 per occurrence

(Products/completed operations Contractual, insurance broad form property, Independent PRS, personal injury)	$2,000,000 annual aggregate
Comprehensive Automobile Liability Insurance (bodily/personal injury, including death, property damage, from owned and non-owned vehicles)	$1,000,000 combined single limit
Cyber and Privacy Liability Insurance (to be provided solely by Axon)	$1,000,000 per occurrence $5,000,000 aggregate
Worker's Compensation	$ statutory limits

General Liability and Automobility Liability policies shall name the Village as an additional insured. Failure to comply with the foregoing requirements shall not relieve Axon of its liability and obligations under the Contract Documents.

1.3 The Village shall not be required to indemnify, hold harmless, or defend Axon, its officers, its employees, or affiliates or agents for any reason under the Contract Documents.

1.4 Nothing contained in the Contract Documents shall create a contractual relationship with or a cause of action in favor of a third party against the Village nor shall the Contract Documents be construed as a waiver of sovereign immunity by the Village including, but not limited to, the monetary limitations set forth in section 768.28, Florida Statutes.

1.5 Under no circumstances shall the Village be liable to Axon for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

1.6 Axon must indemnify, defend, save, and hold the Village including the Village's employees and agents harmless from any claims, causes of action, and/or damages ("Claims"), including reasonable attorneys' fees incurred by the Village, arising out of any negligent act or omission in the performance of the Contract Documents by Axon, its agents or employees. This indemnification includes, but is not limited to, injury or death to person(s) or property alleged to have been caused by some defect in the equipment, products, or services under the Contract Documents to the extent the equipment, product, or service has been used according to its specifications; and, claims made by the employees of Axon against the Village and Axon hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. In no event will Axon be liable for any special, indirect, incidental, exemplary, or consequential damages for any cause of action, whether in contract or tort.

1.7 Axon's cumulative liability under the foregoing indemnification provision will not exceed the sum of Three Million Five Hundred Thousand Dollars ($3,500,000.00).

1.8 Subject to the limitations set forth in this Section, the Village shall provide prompt written notice to Axon of any claim, and Axon shall assume control of the defense of any claim asserted by a third party against the Village and, in connection with such defense, Axon shall appoint lead counsel, in each case at Axon's expense. The Village shall have the right, at its option, to participate in the defense of any third party claim, without relieving Axon of any of its obligations hereunder. If Axon assumes control of the defense of any third party claim in accordance with this paragraph, Axon shall obtain the prior written consent of the Village before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, Axon shall not assume or maintain control of the defense of any third party

claim, but shall pay the fees of counsel retained by the Village and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Village, be detrimental in any material respect to the Village's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Village; or (iii) Axon has failed or is failing to prosecute or defend vigorously the third party claim. Axon shall maintain the sole right to defend itself against any claim involving its intellectual property. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

SECTION 2 – ENFORCEMENT COSTS; JURY TRIAL WAIVER; VENUE, THE LAW AND REMEDIES

2.1 If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees. **Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of the Contract Documents including but not limited to any counterclaims.**

2.2 The validity of the Contract Documents and of any terms or provisions, as well as the rights and duties of the parties under the Contract Documents, shall be governed by the laws of the State of Florida. Venue for all actions and/or claims arising from or related to the Contract Documents shall be exclusively in Palm Beach County, Florida.

2.3 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The statute of limitations set forth in Florida law shall be applicable to any cause of action, claims, or remedy sought under the Contract Documents.

SECTION 3 - AUTHORITY TO PRACTICE, PROMPT PAYMENT, TERMINATION AND TERM

3.1 Axon represents and warrants that it, and any of its subcontractors providing services under the Contract Documents, has and will continue to maintain all licenses and approvals required to conduct its business under the Contract Documents, and that it will at all times conduct its business activities in a reputable manner and in conformance with all applicable laws. Proof of such licenses and approvals shall be submitted to the Village upon request. Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and terms of the Contract Documents that relate to the parties' performance under or arising out of the Contract Documents.

3.2 Village shall compensate Axon as stated in the Axon's Quotes and SOWs attached in **Exhibit "A"**. No other compensation shall be paid to Axon under the Contract Documents unless agreed to in writing by the Village's authorized contract authority, which is either the Village Manager or the Village Council. All disputes and claims regarding payments and/or interest shall be subject to Florida's Prompt Payment Act (for non-construction services) section 218.70 *et. seq*. Axon's out of pocket expenses for the provision of any services must receive prior written approval from the Village.

3.3 The Village shall have the right to terminate the Contract Documents for Axon's default if Axon fails to comply with any term or condition of the Contract Documents including, but not limited to, failure to complete all professional services in a timely manner subject to reasonable delays outside of Axon's reasonable control. If the Village terminates the Contract Documents for Axon's default, which default is

not cured within thirty (30) days' after written notice of the default from the Village to Axon, Axon shall be liable for reimbursement to the Village for any and all pre-payments made for materials, equipment, and/or services that have not yet been received on a pro rata basis and any implementation fees for services not yet performed.

3.4 If the Axon terminates the Contract Documents prior to the expiration date and the Village has not received a notice of default and opportunity to cure said default, the Village will incur damages difficult or impossible to ascertain, In the event of such occurrence, the Village shall be entitled to, and the Axon agrees to pay (not as a penalty), all pre-payments made by the Village for materials, equipment, and/or services that have not yet been received on a pro-rata basis in addition to any implementation fees incurred by the Village for services not yet performed.

3.5 The term of the Contract Documents shall be from the effective date set forth in Section 10 below and shall expire upon the completion of all services and subscriptions stated in Axon's Quotes and SOWs unless earlier terminated as stated in the Contract Documents. The Contract Documents shall not automatically renew unless the Village and Axon agree in writing to extend the term.

SECTION 4 - PUBLIC ENTITY CRIMES, SCRUTINIZED COMPANIES, E-VERIFY AND HUMAN TRAFFICKING

4.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Axon certifies that it, its affiliates, suppliers, subcontractor and any other contractors who will perform hereunder, have not been placed on the convicted contractor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

4.2 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Axon certifies that it is not participating in a boycott of Israel. The Village and Axon agree that the Village will have the right to terminate the Contract Documents if Axon is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

4.3 Axon shall comply with the E-Verify requirements of section 448.095, Florida Statutes, to the extent applicable.

4.4 By signing this Agreement as set forth below, Axon's authorized representative attests that Axon does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 5 – DATA PROTECTION

5.1 DATA PROTECTION. Axon acknowledges that under the Contract Documents that the Village is authorizing Axon to access certain Village systems and/or networks and receive data that is personal, private, and/or confidential ("Village Data") in order to perform the services required in the Contract Documents. To ensure that the Village Data is protected, Axon agrees on behalf of itself, its employees and agents, who may have access to the Village Data and/or receive the Village Data, that the Village Data will not be stored, copied, analyzed, monitored, or otherwise used except for the sole purposes of performing the services required under the Contract Documents. Axon agrees that it will and all of its employees and agents will fully comply with all applicable laws, regulations, and government orders relating to the Village Data, including without limitation all personally identifiable information ("PII") and data privacy with respect to any such Village Data. Axon will protect all Village Data, including but not limited to PII, and will not use, disclose, or transfer such Village Data except as necessary to perform the services under this Agreement or as specifically authorized by applicable law or under the Contract Documents. To the extent that Axon receives or has access to any Village Data with PII related to or

arising from the performance of the Contract Documents, Axon will protect the privacy and legal rights of Village's personnel, clients, customers, and agents.

5.2 Axon agrees to notify the Village within three (3) business days in writing of any discovery by Axon of any breach or suspected breach of the provisions of the Contract Documents with regards to Village Data or any loss or unauthorized use, disclosure, acquisition of, or access to any Village Data which Axon becomes aware of (any such breach or suspected breach being referred to herein as a "Data Breach"). Such notice shall summarize in reasonable detail the effect and potential effect on the Village and any of its personnel, clients, customers, and agents, if known, of the Data Breach, and the corrective action taken or to be taken by Axon to safeguard the Village Data and to prevent any further Data Breaches. Axon shall promptly take all appropriate and legally required corrective actions, and shall cooperate fully with the Village in all reasonable and lawful efforts to prevent, mitigate, or rectify such Data Breach. Axon agrees to be liable for any costs, expenses (including reasonable attorney's fees), and penalties assessed against the Village due to any Data Breach of Axon's data and privacy obligations under Axon's Privacy Policy which is not due to the acts or omissions of the Village and which is caused by Axon's negligent actions or inactions.

SECTION 6 - ENTIRETY OF CONTRACTUAL AGREEMENT

6.1 The Village and Axon agree that this Addendum and the other Contract Document(s) set forth the entire contract between the parties, and that there are no promises or understandings other than those stated in the Contract Documents. None of the provisions, terms and conditions contained in the Contract Documents may be added to, modified, superseded or otherwise altered except by written instrument executed by both parties hereto.

SECTION 7 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

7.1 The contract between the parties consists of this Addendum and the remaining Contract Document(s). To the extent that there exists a conflict between this Addendum and the remaining Contract Document(s), the terms, conditions, covenants, and/or provisions of this Addendum shall prevail with the Sourcewell Contract next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 8 –PALM BEACH COUNTY IG

8.1 In accordance with Palm Beach County ordinance number 2011-009, this Addendum and the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Axon should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

SECTION 9 – PUBLIC RECORDS LAW

9.1 Public Records: Axon shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act"), and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

a. Keep and maintain public records required by the Village to perform the services.

b. Upon request from the Village's custodian of public records or designee, provide the Village 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, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract Documents following completion of the Contract Documents if the Axon does not transfer the records to the Village.

d. Upon completion of the Contract Documents, transfer, at no cost, to the Village all public records in possession of Axon or keep and maintain public records required by the Village to perform the service. If Axon transfers all public records to the Village upon completion of the Contract Documents, Axon shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Axon keeps and maintains public records upon completion of the Contract Documents, Axon shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

IF AXON HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AXON'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, PLEASE CONTACT THE VILLAGE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 434-5084, kwynn@vpsfl.org, OR BY MAIL SENT TO THE VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

SECTION 10 – EXECUTION, EFFECTIVENESS, AND SURVIVAL

10.1 The Contract Documents may be executed in counterparts, each of which shall be an original, but all of each such Contract Documents shall constitute one and the same document. The parties agree to accept the execution and delivery of the Contract Documents by electronic means (e.g., email, fax, etc.) and shall treat the same as an original.

10.2 The Contract Documents shall become effective upon the Village Council approval and execution of the same.

10.3 Any provision of the Contract Documents which is of a continuing nature or imposes an obligation which extends beyond the term of the Contract Documents shall survive its expiration or earlier termination.

SECTION 11 – NOTICES

11.1 Notwithstanding any other provision to the contrary in the Contract Documents, all notices required in the Contract Documents shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, or by e-mail (with proof of delivery and copy of notice sent regular U.S. Mail) and if sent to the Village shall be sent to:

Village of Palm Springs
Attn: Village Manager
226 Cypress Lane
Palm Springs, FL 33461

and if sent to Axon, shall be sent to:

Axon Enterprise, Inc.
ATTN: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
Legal@axon.com

SECTION 12 – INFRINGEMENT INDEMNITY. I

12.1 Notwithstanding any other provision in the Contract Documents, Axon will defend and/or settle at its expense all third party claims or causes of action arising out of or related to a claim or count asserting that the work, services, software, repair, materials or other deliverables ("deliverables" hereafter) provided by Axon under the Contract Documents infringes any copyright or any patent or misappropriates a trade secret. Axon will indemnify and hold harmless the Village against any and all expenses, damages, costs, and/or attorney's fees at all levels of trial and appeal or mediation or arbitration, finally awarded in such claim or cause of action or the amount of the settlement thereof; provided that (i) Axon is promptly notified in writing of such claim or suit, (ii) Axon will have the sole control of the defense and settlement thereof, and (iii) Village furnishes Axon, on reasonable request, information available to Village for such defense. The Village will not admit any such claim or cause of action without prior consent of Axon unless Axon fails to take prompt action to defend and/or settle at its expense the claims or causes of action.

12.2 In the event of a claim of and/or causes of action for infringement, Axon shall, at its option:

- procure for Village the right to continue using the deliverables provided under the Contract Documents; or
- replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.
- If neither of the above actions is reasonably feasible, Axon will refund to the Village the fee actually paid by Village under the Contract Documents on a pro rata basis (as amortized on a straight-line basis over the time in which the Village was able to use the deliverables.

12.3 Axon will have no obligation under this section for infringement if and to the extent that such claim and/or causes of action arises or results from:

- the Village's obligations with regards to existing products utilized by the Village;
- modification of the deliverables other than by Axon or by its recommendation;
- combination of the deliverables with products other than those supplied by Axon;
- the alleged infringement or misappropriation relates to such modification or combination;
- the specifications or written direction of the Village directs Axon to construct, fabricate or otherwise provide the infringing deliverables, design, apparatus or, article, with Axon's products, services, or work product; and/or
- use of Axon Products that is not the most current software release provided by Axon.

12.4 Axon will also not have any indemnification obligation with respect to a claim or cause of action for infringement: (i) if it has provided Village with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by Village within a reasonable time or (ii) arising out use of the deliverables not in accordance with the Contract Documents.

12.5 Axon's obligation to indemnify, defend, and hold harmless for infringement shall remain in effect and shall be binding upon Axon whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of the Contract Documents.

SECTION 13 - EXPORT ADMINISTRATION.

13.1 Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 14 - NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under the Contract Documents.

SECTION 15 – SECURITY INTEREST. The Contract Documents contemplate that the Village is purchasing equipment and services from Axon. All equipment purchases shall be free from any security interest of Axon and remain the sole property of the Village for the duration of the Contract Documents with no rights of repossession by Axon. The foregoing is not intended to limit any applicable warranties and/or equipment upgrades or renewals as set forth in the Contract Documents.

SECTION 16 – PREPATION. This Addendum shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 17 – TIME, FORCE MAJEURE, AND DELAY DAMAGES.

17.1 Time is of the essence under the Contract Documents.

17.2 Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, epidemics, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. Axon or the Village may suspend its performance under the Contract Documents as a result of a force majeure without being in default of the Contract Documents, but upon the removal of such force majeure, Axon or Village shall resume its performance as soon as is reasonably possible. Upon Axon's request, the Village shall consider the facts and extent of any failure to perform the work and, if Axon's failure to perform was without its fault or negligence, the schedule may be revised accordingly. No extension shall be made for delay occurring more than five (5) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary. Failure to timely provide notice of any delay within ten (10) days shall waive the delay until notice is properly provided in accordance with this provision.

17.3 Except where specifically provided for in the Contract Documents, the Axon shall not be entitled to an increase in compensation of any kind from the Village 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. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by Axon for hindrances or delays due solely to fraud, bad faith or active interference or continuous delays prohibiting performance on the part of the Village. Otherwise, Axon shall be entitled only to extensions of time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

SECTION 18 – WARRANTY. Unless the other Contract Documents or the applicable manufacturer provides a longer warranty period, Axon warrants and guarantees to the Village that all Axon materials and parts supplied under the Contract Documents shall be free from all defects for one (1) year from the date of delivery. Axon shall provide the Village any and all manufacturers' warranties for the goods and services being provided under the Contract Documents. Axon agrees to pay for all transportation and handling costs of returned materials, if required, for repair or replacement.

18.1 Acceptance of Services. When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement or if the Customer reasonably believes they need more time to assess the services, Customer must notify Axon in writing of the specific reasons for rejection or the request for an extension to review the services within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

SECTION 19 – AXON'S REPRESENTATIONS. In order to induce the Village to enter into this Addendum and the other Contract Documents, Axon makes the following representations prior to commencing any services at Village's facilities and/or within Village vehicles:

19.1 Axon has to the best of its knowledge familiarized itself with the nature and extent of the Contract Documents, services, site, locality, vehicles, and all local conditions and regulations provided by the Village to Axon that in any manner may affect cost, progress, performance or furnishing of the services.

19.2 If applicable, the Axon has given the Village written notice of all known conflicts, errors or discrepancies that the Axon has discovered in the Contract Documents, the site, locality, vehicles, and all local conditions and regulations provided by the Village to Axon, and the written resolution thereof (if any) by the Village is acceptable to the Axon.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Addendum (to Master Services Agreement and Orders) to be executed as of the day and year set forth above.

ATTEST:

VILLAGE OF PALM SPRINGS

By:_____
Kimberly Wynn, Village Clerk

By:_____
Bev Smith, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Christy Goddeau, Village Attorney

[Corporate Seal]

AXON ENTERPRISE, INC.

By: _____
Print Name: Brian Fairbanks
Print Position: Vice President, TASER

STATE OF ARIZONA)
COUNTY OF MARICOPA)

THE FOREGOING instrument was acknowledged before me by means of X physical presence or __online notarization on this 12 day of November, 2025, by Brian Fairbanks of Axon Enterprise, Inc., a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced_____ as identification, and who did swear or affirm under penalty of perjury that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Axon Enterprise, Inc., to the same.

Notary Seal:

NATALIE SHARP
Notary Public - Arizona
Maricopa County
Commission # 631850
My Comm. Expires Sep 4, 2026

Notary Public Signature

EXHIBIT "A"

(Axon Quotes and SOWs for Body Worn Cameras, In-Car Cameras, and Related Equipment and Software)

(Axon Body Worn Camera Quote - 12 pages)

(Axon In-Car Camera Quote – 8 pages)

(Axon Fusus Pro Template SOW – 18 pages)

(Axon Interview Room SOW – 8 pages)

(Axon Fleet In-Car Camera SOW – 6 pages)

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-832373-46114JD

Issued: 04/02/2026

Quote Expiration:

Estimated Contract Start Date: 06/15/2026

Account Number: 123417

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Palm Springs Police Dept.- FL 230 Cypress Ln Palm Springs, FL 33461-1604 USA	Palm Springs Police Dept.- FL FINANCE 226 CYPRESS LN PALM SPRINGS FL 33461 USA PALM SPRINGS FL 33461-2999 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Johnathan Dugas Phone: 8134980208 Email: jdugas@axon.com Fax:	Katelyn Namasake Phone: (561) 584-8300 Email: kniskanen@vpsfl.org Fax:

Quote Summary

Program Length	115 Months
TOTAL COST	$14,498.05
ESTIMATED TOTAL W/ TAX	$14,498.05

Discount Summary

Average Savings Per Year	($0.84)
TOTAL SAVINGS	($8.05)

Payment Summary

Date	Subtotal	Tax	Total
May 2026	$1,449.76	$0.00	$1,449.76
May 2027	$1,449.81	$0.00	$1,449.81
May 2028	$1,449.81	$0.00	$1,449.81
May 2029	$1,449.81	$0.00	$1,449.81
May 2030	$1,449.81	$0.00	$1,449.81
May 2031	$1,449.81	$0.00	$1,449.81
May 2032	$1,449.81	$0.00	$1,449.81
May 2033	$1,449.81	$0.00	$1,449.81
May 2034	$1,449.81	$0.00	$1,449.81
May 2035	$1,449.81	$0.00	$1,449.81
Total	**$14,498.05**	**$0.00**	**$14,498.05**

Quote Unbundled Price:	**$14,490.00**
Quote List Price:	**$14,490.00**
Quote Subtotal:	**$14,498.05**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
BasicLicense	Basic License Bundle	7	115		$18.00	$18.01	$14,498.05	$0.00	$14,498.05
Total							**$14,498.05**	**$0.00**	**$14,498.05**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	7	06/15/2026	01/14/2036
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	7	06/15/2026	01/14/2036

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	230 Cypress Ln	Palm Springs	FL	33461-1604	USA

Payment Details

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	BasicLicense	Basic License Bundle	7	$1,449.76	$0.00	$1,449.76
Total				**$1,449.76**	**$0.00**	**$1,449.76**

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	BasicLicense	Basic License Bundle	7	$1,449.81	$0.00	$1,449.81
Total				**$1,449.81**	**$0.00**	**$1,449.81**

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	BasicLicense	Basic License Bundle	7	$1,449.81	$0.00	$1,449.81
Total				**$1,449.81**	**$0.00**	**$1,449.81**

May 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	BasicLicense	Basic License Bundle	7	$1,449.81	$0.00	$1,449.81
Total				**$1,449.81**	**$0.00**	**$1,449.81**

May 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	BasicLicense	Basic License Bundle	7	$1,449.81	$0.00	$1,449.81
Total				**$1,449.81**	**$0.00**	**$1,449.81**

May 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	BasicLicense	Basic License Bundle	7	$1,449.81	$0.00	$1,449.81
Total				**$1,449.81**	**$0.00**	**$1,449.81**

May 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	BasicLicense	Basic License Bundle	7	$1,449.81	$0.00	$1,449.81
Total				**$1,449.81**	**$0.00**	**$1,449.81**

May 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	BasicLicense	Basic License Bundle	7	$1,449.81	$0.00	$1,449.81

May 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				**$1,449.81**	**$0.00**	**$1,449.81**

May 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	BasicLicense	Basic License Bundle	7	$1,449.81	$0.00	$1,449.81
Total				**$1,449.81**	**$0.00**	**$1,449.81**

May 2035

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	BasicLicense	Basic License Bundle	7	$1,449.81	$0.00	$1,449.81
Total				**$1,449.81**	**$0.00**	**$1,449.81**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

4/2/2026



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Sourcewell

Solicitation Number: 101223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Axon Enterprise, Inc., 17800 N. 85th St., Scottsdale, AZ 85255-6311 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 15, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services will perform in accordance with the manufacturer's specifications. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with Supplier's warranty process. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity in accordance with Supplier's warranty process.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

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Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract. For avoidance of doubt, if a Participating Entity order extends beyond the Contract's expiration or cancellation, in addition to the survival terms set forth in Section 1.B of this Contract, Supplier's Master Services and Purchasing Agreement (MSPA) shall also apply, governing the order until all obligations of both the Participating Entity and Supplier are fulfilled.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. The Supplier's Master Services and Purchasing Agreement (MSPA) attached hereto as Exhibit A is hereby added and incorporated into this Contract. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

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Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Supplier be liable for any special, indirect, incidental, exemplary, or consequential damages for any cause of action, whether in contract or tort. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Axon Enterprise, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: 55DAEBB131A4424...
By: _____	By: _____
Jeremy Schwartz	Robert Driscoll
Title: Chief Procurement Officer	Title: Vice President Legal, Associate General Counsel
Date: 2/6/2024 | 12:43 PM CST	Date: 2/6/2024 | 11:02 AM MST

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Exhibit A
Axon Master Services and Purchasing Agreement (MSPA)

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Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,**

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fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**AGENCY**:
Choose an item.	_____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Axon Cloud Services Terms of Use Appendix

1. Definitions.

    a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

    d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

    a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

    b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

    b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

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may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

14. **After Termination**. Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access

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Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

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Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)
• Instructor-led setup of Axon VR headset content • Configure agency settings based on Agency need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer)
Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions
Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)
• Instructor-led setup of Axon Air App (ASDS) • Configure agency settings based on Agency need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer)
Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions
Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

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13. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.

16. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6^{th}) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	**Days to Return from Start Date of TASER 7 Subscription**
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.

8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

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9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.

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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

   4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.

   19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

   20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

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6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

    7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

    7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

    8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

    8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

    8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.

1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

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Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

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Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.

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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

   1.2. "**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

   2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

   2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities**. When using API Service, Agency and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

   5.1. the design, structure and naming of API Service fields in all responses and requests;

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5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2. **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

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Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope**. Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

   1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.

6. **Acceptance**. Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

   6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.

7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.

8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9. **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.

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Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Agency's Axon Evidence account** Connecting Agency to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Agency leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.

   3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.

   3.4. The Regional TAM service options are listed below:

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Account Maintenance Conducting remote training on new features and **devices for Agency's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing an **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy Coordinating bi-yearly Voice of **Agency meetings with Device Management team** Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5. **TAM Leave Time**. The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.

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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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My90 Terms of Use Appendix

Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.

1.3. "**Agency Data**" means

1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access**. Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address**. Axon will not store survey respondents' IP address.

4. **Agency Owns My90 Agency Content**. Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified

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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.

9. **Required Disclosures**. Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Agency Use of Aggregated Survey Response**. Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Agency Content**. With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

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that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Agency is responsible for:

    18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;

    18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;

19. **Prior to enrollment in My90**. Prior to enrolling in My90, Agency will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Agency Responsibilities**. Agency is responsible for:

    20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

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risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

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RFP 101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Vendor Details

Company Name:	Axon Enterprise, Inc.
Does your company conduct business under any other name? If yes, please state:	AZ
Address:	17800 N. 85th Street Scottsdale, Arizona 85255
Contact:	Sales Ops
Email:	contracts@axon.com
Phone:	480-905-2000
Fax:	480-991-0791
HST#:	86-0741227

Submission Details

Created On:	Wednesday August 30, 2023 10:37:47
Submitted On:	Wednesday October 11, 2023 15:09:59
Submitted By:	Sales Ops
Email:	contracts@axon.com
Transaction #:	af6bb863-0ce1-46b3-8191-7a3da35d0e85
Submitter's IP Address:	69.207.124.95

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Axon Enterprise, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Axon Enterprise, Inc. is not a subsidiary of another firm or company; Axon is the direct or indirect parent company of the following entities: • Axon Enterprise Holding Company, LLC, organized in the United States • Vievu, LLC, organized in the United States • Dextro, Inc., organized in the United States • Familiar Inc., organized in the United States • Mediasolv Solutions Corporation, organized in the United States • Axon Public Safety B.V., organized in the Netherlands • TASER Holland B.V., organized in the Netherlands • Axon Public Safety Canada, organized in Canada • Axon Public Safety U.K. Limited, organized in the United Kingdom • Axon Public Safety Australia Pty Ltd., organized in Australia • Axon Public Safety Germany SE, organized in Germany • Axon Public Safety Southeast Asia LLC, organized in Vietnam • Axon Public Safety Finland Oy, organized in Finland • Axon Public Safety India Private Limited, organized in India • Axon Public Safety Hong Kong Limited, organized in Hong Kong • Axon Enterprise Italia S.r.l., organized in Italy	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Axon Enterprise, Inc. is also referred to as Axon.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	TBW7MGPYURM7	*
5	Proposer Physical Address:	17800 N. 85th St. Scottsdale, AZ 85255-6311	*
6	Proposer website address (or addresses):	http://www.axon.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Robert Driscoll 17800 N. 85th St. Scottsdale, AZ 85255-6311 bobby@axon.com 1-408-502-6257	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kenneth Maum 17800 N. 85th St. Scottsdale, AZ 85255-6311 kmaum@axon.com 1-315-251-5882	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ashley Forbrich 17800 N. 85th St. Scottsdale, AZ 85255-6311 aforbrich@axon.com 1-301-356-5253	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1993, Axon Enterprise, Inc. has been committed to delivering safe, secure solutions for law enforcement, militaries, and citizens. From our humble beginning as TASER International, Inc. to now, we have worked diligently to develop a network of TASER smart weapons, body cameras, and industry-leading cloud-based evidence management software to help accomplish a singular goal—to protect life. Over this time, we have partnered with more than 7,500 law enforcement agencies to deploy tailored solutions designed to preserve transparency and truth. With 10 offices based in Arizona, Washington, Australia, Canada, Finland, Germany, India, the Netherlands, the United Kingdom, and Vietnam, Axon's team of more than 1,000 employees continue to define smarter policing through the development of industry-leading technology solutions. We are Axon. Axon is a market-driven organization dedicated to solving real problems for law enforcement agencies. We create meaningful value through high-quality products, enhanced technology solutions and extraordinary service. We are proud of the values with which we conduct our business. We instill a culture of morality and good ethical conduct in all our business practices. We have and will continue to uphold the highest levels of business ethics and personal integrity in all types of transactions and interactions, both internally and in dealings with our customers, vendor, suppliers and other business relationships. To this end, our Code of Business Conduct and Ethics Code serves to (a) emphasize the Company's commitment to ethics and compliance with the law; (b) set forth basic standards of ethical and legal behavior; (c) provide reporting mechanisms for known or suspected ethical or legal violations; and (d) help prevent and detect wrongdoing. All employees are required to read and sign our Code of Business Conduct and Ethics policy, which is available on our website https://www.axon.com/legal. Additionally, our employees and business practices are guided by our core values, which are: BE OBSESSED: Walk with the customer as you transform their world. We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing. AIM FAR: Think big with a long-term view. We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination. WIN RIGHT: Win with integrity. We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous, and never compromise our integrity. OWN IT: Commit, take action, and deliver. We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only way we will continue to grow. JOIN FORCES: Act as one global team. Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision. EXPECT CANDOR: Deliver with respect and assume positive intent. Candor gets critical issues elevated, puts truth on the table, and gets us to the right answer faster. How can we be the best version of ourselves ands the best company we can be, if we can't offer and be given critical feedback. *
11	What are your company's expectations in the event of an award?	If awarded a contract again, Axon will continue to actively include Sourcewell in our marketing efforts as an option to our customers. *
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Axon is a public company and our latest annual report (2022) is attached. Expected annual revenue for 2023 is approximately $1.5B USD. Axon signs long-term contracts and a large portion of our revenue is from subscriptions, providing a very stable financial base. Further information can be obtained at: https://investor.axon.com/. *
13	What is your US market share for the solutions that you are proposing?	Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment. For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%. *

14	What is your Canadian market share for the solutions that you are proposing?	Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment. Canada is not separately tracked, but generally mirrors the US. For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Axon has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) N/A b) Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. They are employees of Axon Enterprise, Inc. Some sales representatives work from our main office in Scottsdale, AZ and others work throughout the United States and globally. Regarding services, Axon Professional Service employees support and install the majority of our products. Axon utilizes ProLogic for some aspects of installation of our Axon Fleet and Axon Interview solutions. Axon handles technical support and repairs for all of its manufactured products	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	AXON EVIDENCE Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers customers a way to understand the controls that have been put in place to secure Axon Evidence and their data. Axon holds the following certifications, in partnership with Microsoft Azure, for Axon Evidence. • CJIS Compliant • ISO/IEC 27001:2013 Certified - Information Security Management Standards • ISO/IEC 27018:2014 Certified - Code of Practice for Protecting Personal Data in the Cloud • CALEA Standard 17.5.4 Compliant • SOC 2+ Report • Cloud Security Alliance - CSA STAR Attestation (Level Two) • Cloud Security Alliance - CSA STAR Self-Assessment (Level One) • FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (PATO) at the Moderate Impact Level (applicable only to the US Federal Region of Axon Evidence). Axon has achieved a FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level. Axon's Compliance website (https://www.axon.com/trust/compliance) includes additional information on our security certifications as well as copies of certificates and compliance documentation. AXON BODY CAMERAS Batteries used in Axon body-worn cameras meet the following safety standards. • UL1642 • UL2054 • IEC 62133 AXON FLEET • The Axon Fleet solution is wholly FCC certified, the Axon Fleet camera FCC ID is X4GS00947. • Per the component-based standards as set by Electronic Industries Association (EIA), Axon Fleet utilizes industry standard components, which meet all necessary standards for sale and use in the United States. • Axon Fleet's communication interfaces are designed to IEEE 802.15.1 and IEEE 802.11 guidelines and is IEC 60529 and IEC55022 compliant. • Axon Fleet has been tested to and meets ISO 16750-2:2012, ISO 17215-1:2014, and ISO 13766:2006. • The system hardware components of the system are low-voltage devices. Axon Fleet batteries comply with UL 1642 and UL 2054. • Axon Fleet batteries are UL 1642 compliant. QUALITY ACCREDIDATIONS MANUFACTURING • ISO 9001 – Axon is accredited to design, develop, manufacture, distribute, and provide services for public safety solutions including, but not limited to digital video recorders and accessories used in the law enforcement industry. These products and services are manufactured and supported according to ISO standards. • ISO 14001 - Environmental INFORMATION SECURITY • ISO 27001 – Axon is aligned with the scope of the ISO 27001 certification; the Information Security Management System that governs all customer data that resides in the Axon Evidence application.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Axon has not been suspended or disbarred in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	• Axon was recently awarded Comparably's 2022 awards for Best Sales Teams of 2022, Best Places to Work in Phoenix 2022 and Best Company Outlook 2022. The overall culture score, 98/100 or A+, incorporates employee ratings based on their feedback on the Professional Development, CEO Rating, Manager and more. https://www.comparably.com/companies/axon • In 2021, Axon won for Best Company for Women 2021 and Best Company Culture 2021. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. • Axon won 3 awards in 2019 and 4 awards in 2018. In 2019, Axon won for Best Company Compensation 2019, Best Engineering Team 2019 and Best Company Outlook 2019. • In 2018, Axon won for Best Company Culture 2018, Best Company Happiness, Best Company Perks & Benefits and Best Company Compensation. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. The overall culture score, 87/100 or A+, incorporates employee ratings based on their feedback on the Office Culture, eNPS, Diversity and more.	*
20	What percentage of your sales are to the governmental sector in the past three years	50%	*
21	What percentage of your sales are to the education sector in the past three years	4%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	• Sourcewell Contract #010720 AXN: $775M+ • Texas BuyBoard 603-20 (CEW only): $15M+ • City of Charlotte CCPA Contract 2022000665: $25M+ • League of Oregon Cities (fka NPP) Contract No. PS20270: $110M+ • New York State Police Contract No. PA01857: $595K+ • State of Arizona No. BPM002192/CTR049284-1: $10M+ • State of Delaware PA for LOC Contract No. GSS20808-TASERS: $90K+ • State of Kansas Contract No. 42523: $4M+ • State of Michigan Contract No. 071B4300067: $4M+ • State of Minnesota Contract 199111: $1M+ • State of New Jersey T0106/17-FLEET-00738: $95M+ • State of Oregon CEW Contract No. 8913: $400K+ • State of Pennsylvania Contract No. 4400019257: $18M+ • Washington State DES Contract No. 04220 for CEW: $960K+ Please note that since most Axon sales are for a five-year term, the above dollar amounts represent the approximate overall contract values over a five-year period and are not fully indicative of sales over the last 3 years.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Axon does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Burbank Police Department, California	Jason Miller	1-818-238-5096	*
Gilbert Police Department, Arizona	Noah Baker	1-480-635-7326	*
Avondale Police Department, Arizona	Lt. Mathew Hintz	1-623-333-7302	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Fort Worth Police Department	Government	Texas - TX	Officer Safety Plan (OSP7+) for 1600+ users, 600 Axon Fleet 3 Advanced, 43 Axon Interview rooms	Approximately $200K - $66M	Approximately $68M+	*
Fort Bend County Sheriff's Office	Government	Texas - TX	483 OSP7+, 152 Unlimited 7+, 424 Axon Fleet 3 Basic + TAP	Approximately $50K – $17M	Approximately $22M+	*
Manatee County Sheriff's Office	Government	Florida - FL	550 OSP7+, 250 TASER 7 Cert, 800 VR Unlimited	Approximately $1M – $3M	Approximately $17M+	*
Travis County Sheriff's Office	Government	Texas - TX	287 Axon Body 3 cameras, 90 Axon Fleet 3 in-car cameras, Axon Evidence, Axon Interview Room	Approximately $100K – $13M	Approximately $15M+	*
Grand Prairie Police Department	Government	Texas - TX	OSP7+ Premium with TASER 7 products, Axon Body 3 cameras, Axon Fleet 3 in-car cameras, Axon Dispatch, Axon Records, and Axon Evidence software for 200+ users	Approximately $19K – $12M	Approximately $14M+	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Axon directly employs approximately 250 employees in sales-related positions who are committed to selling and delivering service to Sourcewell entities across the US and Canada. Our sales resources are spread throughout the US and Canada. This ensures that we have qualified Axon employees close to our customers in order to conduct site visits, demonstrations, or to check on customer satisfaction. Axon organizes representatives into sales divisions to provide services to agencies based on multiple factors including agency type, agency size (i.e. sworn officer counts), agency geographic location, whether the agency is an existing Axon customer or building a new relationship with Axon, and Axon product types. Our multiple sales divisions help ensure we have qualified Axon employees close to Sourcewell entities to provide you with conducted energy weapon equipment, products, and services; conduct site visits; provide demonstrations; and check on customer satisfaction as needed. All sales representatives have access to the Sourcewell contract via our Salesforce system. Our hiring process is designed to find the highest caliber employees to help us achieve our mission. We take the hiring process seriously, as Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. Axon’s hiring process intends to identify candidates who can do this effectively. It’s our intention to hire people who also derive great satisfaction in helping others solve challenges through technological adoption, implementation, and advancement. Candidates are first phone screened by highly qualified firms who seek top talent from related industries. They are then screened again by a senior member of the Axon team to vet their personal and professional qualifications. During this time, candidates demonstrate how they have successfully learned about past businesses and helped solve their challenges through complex technological solutions. It is expected that candidates can demonstrate success in doing so throughout multiple years of their professional career. The most successful candidates are then invited to Axon headquarters or, as our workforce expands geographically, are invited to participate in multiple on-line interviews. During this process, they meet approximately five senior members of the Axon team to more deeply validate who they are personally and professionally – personal characteristics, business skill, cultural fit within public safety, organizational fit within Axon. The internal team then debriefs about the candidate’s potential fit as a representative of the company, on law enforcement’s behalf. If the internal team finds the candidate appropriate in this position, the candidate moves on to preparing and providing a plan for how they are going to work with a number of accounts. This includes an understanding of how they’re going to research, engage, understand, and work with each potential agency. They present this to the hiring manager (a Director or Vice President at Axon). If appropriate, candidates move on to the final stage of the review and hiring process. During this final stage, candidates speak directly with the Vice President of the Axon Sales Team or with the Executive Vice President of Global Sales for the organization. During this time, the candidate, once again, reviews their personal and professional qualifications as well as their approach to working within the organization and with public safety agencies. At this time, a decision to extend an offer of employment is made. The multiple steps and many stakeholders in the hiring process are to ensure proper rigor in vetting those who work with the many agencies we have or would like to partner with through a business engagement. The Axon organization is a proud technological partner of many in public safety and looks forward to hiring many more qualified individuals to appropriately work with, understand, and solve challenges within, for, and alongside countless agencies for years to come.	*
27	Dealer network or other distribution methods.	Axon does not sell the video solutions that are the subject of this RFP in the US or Canada through distributors.	*

28	Service force.	Axon employes approximately 145 in customer support positions who are committed to providing Sourcewell entities with post-sales and post-deployment support. Axon has a full customer and technical support division available 24 hours a day, seven days a week. The Technical Support team is based in Scottsdale, Arizona with additional employees in our Melbourne, Australia and Daventry, UK offices. REPAIR (RMA) DEPARTMENT The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around-time for a full resolution is less than 30 calendar days from receipt of the returned product. Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge. RMAs may also be generated at https://returns.axon.com, although return shipping labels are not available via this method. Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy. CUSTOMER SUCCESS MANAGERS (CSM) Throughout the length of their contract, some customers will have a dedicated, in country Customer Success Manger (CSM). This is determined on the size and location of the customer; Currently the CSM team is operating within the United States only. The team is being expanded, but we do not have an estimated time of implementation in Canada. The CSM will have comprehensive knowledge of a customers' solution and its components, including any applicable custom integrations. The CSM will be available to offer support and escalate any issues or concerns as needed.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Axon will process orders from Sourcewell members directly, as our distributor network in the United States and Canada does not sell our video products. The ordering is simple and primarily follows a process where the customer will contact an Axon sales resource. The sales resource will use pre-defined Sourcewell skus in Salesforce to request a quote from our internal quoting department. The department will create a quote using the pre-approved pricing and release the quote to the sales resource. The sales resource will either provide the quote directly, or will work with the Axon Proposal Team to deliver the offer. The entire process is tracked within Salesforce. Quarterly, our internal Sourcewell resource runs reports from Salesforce and uses this data to prepare and submit quarterly reports to Sourcewell.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customers can initiate live phone support 24 hours a day, seven days a week by calling the support center at +1-800-978-2737 (extension 2), or via email at Support@axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon ecosystem. Calls are first routed to the Tier 1 technical support team. Through troubleshooting, they can resolve most calls. If at any point an issue needs to be escalated to a higher technical tier, the call may be immediately transferred to a Tier 2 support specialist, or a phone number may be taken for a callback, depending on call volume and issue complexity. The following describes our levels of support available by tiers (based on the nature and criticality of the issue): TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS • Frequently asked questions (FAQs) • Product navigation • Feature clarification • Standard queries • Assistance with known solutions TIER 2 TECHNICAL SUPPORT • Advanced Product trouble shooting • Advanced Axon Evidence Configuration • Any Escalated issues from Tier 1 support TIER 3 ENGINEERING SUPPORT • Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation The targeted response time for critical problems is one business day. The targeted resolution time (depending on severity and potential workarounds) is between less than 24 hours to less than two weeks. Monthly, the Customer Service and Support team manager evaluates three calls for each team member. This audit checks adherence to policies, troubleshooting ability and customer satisfaction. Team members are evaluated on the scores they receive each month. Additionally, each team member is evaluated on their customer feedback score and the number of cases that remained unresolved after 24 hours. This assesses customer satisfaction and ensures that cases are handled in a timely manner.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Axon is willing to provide all included products and services to Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Axon is willing to provide all included products and services to Sourcewell participating entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no restricted areas in the United States or Canada for the proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Axon will serve any participating sectors for the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Axon does not have any specific contract requirements related to Hawaii or Alaska for this contract.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a current Sourcewell contract holder, Axon already has programs in place to educate staff and perspective customers on the appropriate use of the contract mechanism. Our sales team is our primary link to customers and our best path for marketing cooperative contract benefits to our customers. Our sales teams favor cooperative contracts because they simplify the sales process. We focus education internally on our sales and contract teams. All sales staff are trained on the availability and use of cooperative contracts. This is done through sales training and webinars, and the contracting process is built into our tools, such as Salesforce . We are also expanding our internal resource guides specifically with information on cooperative contracts. This tool provides sales teams with information on all our cooperative contracts, including availability dates, authorized users, price lists and relevant terms and conditions. The tool also includes the public links and information that can be provided to customers to improve their awareness and tie them directly to cooperative resources, such as Sourcewell. Our Salesforce tracking system for order processing includes internal links to the available cooperative contracts which customers may use for purchasing Axon products. By ensuring our sales force has access to this information, our representatives are able to quickly provide details for agencies to engage in pricing discussions and justify purchasing via a cooperative. We have also run public webinars to educate potential customers on different buying options. Cooperative Contracts Webinar (axon.com). We actively recruit staff, including legal staff, with knowledge of cooperative contracts. This is another way of expanding the visibility both internally and externally https://www.axon.com/job/5738892003.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Axon uses a variety of technologies to enhance our marketing effectiveness. This includes visibility on various platforms such as LinkedIn, where we leverage both text and custom videos to inform customers of new products and to demonstrate thought leadership. In addition, we maintain a detailed website where both current and prospective customers can access detailed information, including product sheets, training materials, event schedules, and detailed user documentation. Our Salesforce database provides detailed information on customer buying habits, prospective opportunities, and actions taken. It is integrated with our purchasing processes to ensure a smooth connection between sales and ordering processes. Axon provides on-line and in-person demonstrations of our products, attends trade shows, and has a travelling road show where people can get detailed information and hands-on access to our products. Some of these more traditional technologies are still the most effective ways to reach customers.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell can help promote membership to law enforcement agencies who may not realize they are members. Axon has seen in past interactions that many agencies do not know they are already members of a cooperative. Because we already have a Sourcewell contract, the foundation for integration is already in place. Upon award of a new contract, we will announce it to our sales teams, and update SFDC to ensure that any new pricing or terms are available to the sales teams. We will also update any training as needed to reflect the new contract.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, Axon provides an ecommerce site that requires an authorized login and purchase eligibility to access. The ecommerce site acts as another 'ingestion point' for orders. The platform is intended to make ordering faster, easier, and more efficient. The site customizes product visibility and includes contracted pricing for each agency. We allow authorized customers to pay by credit card. With prior authorization by both an agency and Axon, we will also allow Purchase Orders/Invoices. After the order is placed, it is processed as any other order would. The e-procurement site is generally used for small add on products. Most government and education customers work directly with sales representatives for more complex projects.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is a standard part of all Axon programs and is included in the base cost of the program. Training Overview Axon's training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training. We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase. Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below. Training Materials Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist. Additional curriculum and support materials include, but are not limited to: Job Aids E-Learning Certification Programs Video Training Demonstrations Software Simulations Enrollment for Virtual Classes Recordings of Previous Classes and Demonstrations Sample Lesson Plans Key User Training (Train the Trainer) End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a "train the trainer" capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance. System Administration Training System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR. Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users. Axon Evidence User Training If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance. Recommended Class Structure / Training Plan Under this project, Axon will provide the following training classes: One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions. One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these sessions. One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions. Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users. The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class. Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately. While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of different customers. Additional Training Resources and Continued Learning	*

		Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software. Within Axon Academy, there are three different ways to learn: ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras). Training content is developed and maintained by Axon subject matter experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.	
41	Describe any technological advances that your proposed products or services offer.	Axon Body 4's integration with the Axon Ecosystem enables dispatch and command staff to gain real-time situational awareness of events in the field through Axon Respond. Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications. This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified. A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support. A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond. These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment. Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps. ALPR INTEGRATED ALPR OVERVIEW Axon Fleet 3 revolutionizes daily patrol by fully integrating ALPR and evidence cameras into a single unit. This addition enables communities to make the most of ALPR coverage and helps identify more offenders, missing persons, and stolen vehicles when patrolling your communities. Though most U.S. law enforcement agencies already use ALPR technology today, the cost to deploy and outfit an entire fleet of patrol vehicles can be very expensive. Fortunately, Axon Fleet 3's level of integration changes the economics of ALPR. There is no additional installation required to enable ALPR meaning no additional equipment, drilling of holes, external mounting of hardware/cables, or complicated camera aiming/calibration processes. HOTLISTS The ALPR process starts by setting up hotlists within Axon Evidence. These hotlists are made up of known license plates and vehicles of interest that are either stolen, wanted for, or potentially associated with unlawful activity or missing persons. They often fall into the following categories: A list of license plates or vehicles known to be stolen A list of license plates or vehicles known to be associated with known or potential criminal activity such as gang involvement, watch lists, known associates of criminal activity, etc. A list of license plates or vehicles with administrative issues such as unpaid vehicle	*

registration, unpaid traffic fines, etc.
Hotlists are then sent to the Axon Fleet 3 vehicles via incremental updates when changes are made. Typically, if a plate is added to a hotlist, the hotlist is updated in all Axon Fleet 3 vehicles within minutes if they are on and connected.

ALPR DETECTION
Axon Fleet 3's ALPR technology will activate once the in-car system is booted up. As long as the Axon Fleet 3 in-car system is powered on, the ALPR technology will continue to operate even if the Axon Fleet Dashboard application is not running or the MDC is powered off.
The Dual-View Camera leverages built-in 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet (15.2 meters) in distance, at a closing speed of ~140 MPH (~225 km/h).
Plate reads and hits are encrypted and stored on the Axon Hub and securely uploaded to our CJIS-certified cloud storage.

ALPR ALERTS
Axon's ALPR is accessible from the Axon Fleet Dashboard application that runs on the MDC. Users can easily navigate between ALPR and in-car video workflows.
Once the camera makes a plate read, plates are compared to agency hotlists and, if there is a match, an alert is generated and presented on the MDC via the Axon Fleet user interface for officer disposition.
Our ALPR technology will alert the in-car system less than one second after a plate is read. If multiple plate reads or hits happen at the same time, all plate reads and hits will be saved, but the highest severity read or hit will be prioritized for an alert.
Once an alert is detected and confirmed as correct, the Axon ALPR system will copy the plate number to the Windows clipboard so that it can be easily pasted into and validated by a CAD application. This seamless integration between systems helps improve workflows and efficiencies through an intelligent ALPR system.

RESPONDING TO ALPR ALERTS
Using the Dashboard application on the MDC, users can quickly review and act on notifications populated when a plate number appears on an agency's hotlist. If a plate number activates a notification, users can review the hotlist source, offense category, additional vehicle details, and verify the accuracy of the plate read.
Officers can record an action taken on a particular hit, whether that be a warning given to the driver, a citation being issued, or an arrest being made.

FLOCK ALPR INTEGRATION
Axon has a proven integration with the FLOCK ALPR system. Users of the FLOCK Safety system will have an integration that allows the Look Up interface to search information in Axon Evidence.

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We take every action to minimize negative impacts to the environment. Axon recognizes and is fully compliant with all local, state, federal and foreign government requirements including U.S. EPA and O.S.H.A. standards. Axon is certified to ISO 14001. Axon is committed to excellence and leadership in protection of the environment. We strive to minimize adverse impact on the air, water, and land through excellence in pollution prevention and waste abatement. By preventing pollution at the source, we save resources, increase operational efficiencies, and maintain a safe and healthy work environment for our employees, visitors, contractors, and neighbors. Axon manages an on-premise waste minimization program. The objective is to reduce the quantity of non-hazardous solid waste produced, recycle materials, and reuse materials when possible. Other green initiatives in the building include in-house recycling and the use of variable frequency drives on our main exhaust systems and cooling towers, which allow for more efficient methods of using energy. Our Scottsdale office has on-premise xeriscape, which conserves water by eliminating the need for supplemental water from irrigation. Our Scottsdale headquarters and surrounding buildings use 60% and 95% LED lighting, respectively, which produces less heat and uses less energy. We supplement this with having large windows around the offices, which brings in ample natural light and saves electricity. 5 to 10 percent of the plastics we use in manufacturing our products are made of recycled materials. In addition, we substitute non-hazardous or less toxic material in our manufacturing processes when feasible. Examples are: • Substituting an alcohol-based glue accelerator for an aliphatic petroleum-based product • Replacing the gluing system with a less hazardous two-component epoxy In conjunction with the following practices, Axon has invested in re-usable material handling systems, much of which is also recyclable. • Use of corrugated materials exceeding 35% post-consumer recycled content • Use of other packaging materials that contain recycled content and are recyclable in most local programs • Both the printed and corrugated boxes used to ship our products to customers (and the protective foam used in shipping) are recyclable • We promote waste prevention and source reduction by reducing the extent of the packaging and/or offering • To minimize packaging waste on larger orders, ‘bulk packaging’ was developed • We also employ packaging take-back services and shipping carton return • We reduce and/or eliminate the use of materials which have been bleached with chlorine or chlorine derivatives Axon engages in the following practices that serve to reduce or minimize effects on the environment, including, but not necessarily limited to the following. • Corrugated boxes are broken down and processed for recycling • Offices and dining areas contain recycling bins in addition to trash bins to minimize waste and encourage employee participation in green initiatives • Axon Employee Transportation programs are in place using company supplied vans that reduce congestion on the roadways and carbon monoxide emissions into the environment. • We are compliant with laws pertaining to	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Axon is certified to ISO 14001. Axon also utilizes a green IaaS provider, Microsoft Azure; this partnership extends our focus and investment on a sustainable future and that will have positive global impact. The datacenters are 100 percent carbon neutral and rely on a larger percentage of wind, solar and hydropower electricity over time. Today roughly 44% of the electricity used by datacenters comes from these sources. The goal is to pass the 50 percent milestone, move to the top 60 percent early in the next decade, and then to keep improving from there.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Axon does not hold any WMBE, SBE, or veteran-owned business certifications.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Axon has long made the priorities of law enforcement our own, and their challenges ours to solve. When Members partner with Axon, they're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer law enforcement the solutions needed to help make the world a safer place. By becoming a part of our Axon Ecosystem made up of connected devices and apps, Members can better position themselves to keep their officers and community safe. Axon provides hardware and software solutions to law enforcement agencies throughout the globe and is proud to work with the following clients to implement the technology used to help increase workflow efficiencies, reduce incidents, and protect the truth. Some of our largest customers include: • London Metropolitan Police Service, London UK • Los Angeles, CA Police Department • Calgary Police Service, AB • Charlotte-Mecklenburg, NC Police Department • Fort Worth, TX Police Department • Dallas, TX Police Department • San Diego, CA Police Department • Baltimore City, MD Police Department • Baltimore County, MD Police Department • Memphis, TN Police Department • Washington, DC Metropolitan Police Department • Denver, CO Police Department • Cincinnati, OH Police Department • Atlanta, GA Police Department Because our solutions are deployed by thousands of law enforcement agencies across the globe, we are experienced in the development of technology at scale and put a great deal of emphasis on improving our end-user's ease of use. By demonstrating a large investment in research and development—with expenses reaching $76.9 million, $55.4 million, and $30.6 million in 2018, 2017, and 2016, respectively—we are committed to identifying improvements and developing new and innovative solutions. As a member of some of the most prestigious associations across the country, Axon is dedicated to staying involved—and through our participation—we hope to continue building on our understanding of the issues Members face while staying apprised of the conversations affecting the communities they serve. Axon is proud to be a part of the following associations. • The International Association of Chief of Police (IACP) • The Major City Sheriff's Association (MCSA) • The National Organization of Black Law Enforcement Executives (NOBLE) • The FBI National Academy Associates (FBINAA) Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. Our dedicated customer success and support managers are committed to providing Members with post-sales and post-deployment support. Whether that be troubleshooting assistance, technical support, or help with understanding a new feature, our Customer Success team is here to be your main point of contact and advocate. Through regular communication, our knowledgeable staff can offer Members the support you should expect from a service provider. This support includes: • Notifying customers of Important firmware and hardware updates, identifying bugs, and addressing general issues • Fulfilling hardware refreshes and deployment of new equipment • Conducting Quarterly Business Reviews with customers • Identifying important customer feature requests Our goal is to provide Members with the necessary assistance to help make the most of the solutions you count on every day.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Axon warrants that its law enforcement hardware products which are manufactured by Axon are free from defects in workmanship and materials for a period of one (1) year from the date of receipt. Axon-manufactured accessories are covered under a limited ninety-day warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. There are extended warranties available as defined in the Axon Master Services and Purchasing Agreement (MSPA). NON-AXON MANUFACTURED PRODUCTS For some solutions we are authorized resellers of hardware (Cradlepoint routers for Axon Fleet, Axis cameras for Axon Interview, etc.). Products that we are authorized to resell abide by the manufacturer's warranty. Further details can be provided upon request.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Restrictions are outlined in our warranty, which has been included in the uploaded attachments .	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, our warranties do not cover the expense of technicians' travel time or mileage to perform warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Axon will be available 24 hours/7 days per week by phone for emergency technical support for any system outage, and if mutually agreed upon by both parties, we can provide onsite support for local issues. If a site visit is deemed necessary due to an issue (i.e. access point failures or accidental cut wires) and not an Axon or Axon Evidence issue there may be a charge assessed to the agency.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Axon will troubleshoot third party devices to the best of our ability. If we are unable to resolve the issue and the devices require warranty service, this will be performed by the manufacturer. Axon solutions require minimal third-party hardware, limited primarily to commercial-off-the-shelf (COTS) computing devices such as routers, servers, and hard drives. Additionally, some solutions such as Axon Interview rely on third party cameras and tablets which are also COTS.	*
51	What are your proposed exchange and return programs and policies?	Axon does not allow exchanges or returns except on failed items. Please see our MSPA for full details.	*
52	Describe any service contract options for the items included in your proposal.	Please refer to the included MSPA.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Axon does not providing leasing or financing options. We do have a provision in our MSPA that allows for cancellation by an agency if sufficient funds are not approved.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Axon's Master Services and Purchasing Agreement (MSPA) is a standard transaction document that includes the terms and conditions we propose to use in connection with an awarded contract. A sample MSPA has been uploaded with our response."	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Axon can process via P-card if necessary but prefers ACH payments whenever possible.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Axon is proposing a Schedule Discount for Sourcewell Members, including quantity discounts. See question #58 for additional detail.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Axon is proposing the following discount schedule based on order quantity. This discount schedule applies to Axon manufactured items. This does not apply to items which Axon resells as part of its offerings. Please see the uploaded price sheet, included in the document section. Quantity: 1 • Customer Discount % off MSRP: 0.00% Quantity: 2-99 • Customer Discount % off MSRP: 1.00% Quantity: 100-249 • Customer Discount % off MSRP: 3.00% Quantity: 250-499 • Customer Discount % off MSRP: 5.00% Quantity: 500-999 • Customer Discount % off MSRP: 7.00% Quantity 1000+ • Customer Discount % off MSRP: 10.00%	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	See question 58.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Axon generally sells at the sourced party’s MSRP. Discounts may be applied on a case-by-case basis.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All standard costs, such as those for professional services like installation and training, are included in standard pricing.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, shipping and delivery are included in our costs.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery are included in our costs.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Axon offers expedited shipping upon request.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	A detailed price list is attached.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Axon utilizes Salesforce as our CRM tool and Microsoft Dynamics AX as our enterprise resource-planning tool. Salesforce has the Sourcewell contract skus built in. A salesperson requesting a quote for a Sourcewell contract must use these skus, and our formal quoting team creates the quote, adding a further layer of review to ensure that the quote is produced correctly. Quarterly, our Sales Operations team runs standard reports to review all prospects that closed during the prior quarter using a cooperative contract. This information is confirmed within our resource planning tool to ensure that any prospects that have closed, but not yet shipped are accounted for. The collected information is used to calculate the administrative fees owed to Sourcewell.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Axon will track the following internal metrics to measure success with the contract: • The number of agencies who utilize the cooperative • The dollar amount of sales associated with the cooperative • The Length of time it takes to update the contract after new products/services are announced by Axon.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Axon proposes 1.05% on all equipment, products and services to all participating entities.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	A summary description of the offered products is included as a response to this question. Detailed solution descriptions for each product have been included as attachments. Capturing Evidence Axon Body 4 The Axon Body 4 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1440p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four-built in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency. The Axon Body 4 camera is compatible with an easily integrated point-of-view camera called the Axon Flex POV module. Without having to register, assign, or charge the accessory before use, an officer can simply plug the Axon Flex POV module into the Axon Body 4 and begin capturing the same quality evidence from a different vantage point. With this accessory, agencies no longer have to decide between deploying a body-worn camera or a point-of-view camera; they can have both. Camera Features and benefits A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments. A LONG-LASTING BATTERY that is capable of providing approximately 14 hours of battery life under normal usage. A LARGE INTERNAL STORAGE CAPACITY of 128 GB to house captured video files A MAGNETIC FAST CHARGE DISCONNECT CABLE that allows officers to rapidly charge their cameras from the patrol vehicle and falls off when they need to	

leave the vehicle at a moment's notice.
AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application. This includes future support for bi-directional communication in the field.
INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such as a firearm being removed from a holster equipped with Axon Signal Sidearm.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Axon Body 3
The Axon Body 3 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1080p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four built-in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency in the field.
AB3 Features and benefits
A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments.
AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application.
INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such TASER being armed.
A LONG-LASTING BATTERY that is capable of providing 12 hours of battery life under normal usage.
A MOBILE CHARGING OPTION that allows officers to charge the camera from their patrol vehicle via a USB-C cable.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Fleet 3 with ALPR
Axon Fleet 3 is an in-car video system purpose-built to capture audio and video within and outside of the vehicle. Axon Fleet 3 offers comprehensive evidence capture so that incidents are accurately documented. Evidence captured by the system is stored on the Axon Hub and offloaded to Axon Evidence via LTE or Wi-Fi connections.

The system features Automatic License Plate Recognition (ALPR) technology that is integrated into the same camera housing to quickly gather information tied to plate reads. The hardware for ALPR is included, and THE CITY can request activation of the ALPR service in the future if desired.
Features and Benefits
A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in a range of temperatures.
CONTINUOUS SYSTEM POWER FROM THE PATROL VEHICLE'S ENGINE that keeps the system running while the ignition is switched on.
BACK UP BATTERY POWER for up to 30 minutes once the ignition is switched off.
A BUILT-IN ALPR CAMERA with 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet in distance, at a closing speed of ~140 MPH.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY that allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a livestream feed over an LTE connection to Axon Evidence or a mobile application.
EMBEDDED AXON SIGNAL TECHNOLOGY tied to configurable triggers that

activate cameras if a particular action is taken—like a door being opened or a weapon rack being unlocked, as well as connectivity with the Axon BWCs.
VIDEO RECALL FEATURE that allows for recovery of 24 hours of video footage if a device was not recording at the time of an incident.

Axon Signal Sidearm
Axon Signal Sidearm is a smart sensor that attaches to a firearm holster to remotely activate Axon body-worn and in-car cameras. When a firearm is removed from the holster, the Axon Signal Sidearm device transmits a signal for up to 30 seconds to activate Axon cameras up to 100 feet away. The device can be configured to activate recordings of Axon body-worn cameras or Axon Fleet in-car cameras, leading to better coverage of critical events.

Axon Respond+
Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications.
This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified.
Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps.
A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support.
A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond.
These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment.

Axon Community Request+
Axon Community Request is a tool built to securely request evidence from community members for ingestion into Axon Evidence. Axon Community Request can be used by officers in the field to collect video and audio evidence from witness or victim cell phones, or from surveillance video. Community members can then access the portal link and upload any evidence they have related to the incident in question, greatly simplifying the evidence collection process.

Axon Interview Room
Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. *

Axon Device Manager
The Axon Device Manager mobile application assists agencies deploying large numbers of devices by enabling administrators to complete device management tasks for one or multiple Axon devices in seconds. Axon Device Manager transforms device management processes by starting with the devices themselves, instead of an inventory search and armory or storage room visit.

Managing Evidence
Axon Evidence
Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system.

Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence.
Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions.
Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or “capture” aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the “capture to courtroom” workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow.
Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser.
Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features. Unlimited storage
Our Axon OSP package includes unlimited storage for all evidence—including Axon-generated footage, third-party footage, and anything else that can be stored in Axon Evidence. With unlimited storage, your agency will be equipped to make Axon Evidence your single destination for storage of your most critical evidence, without having to worry about storage overages or additional fees.
Third-party video support
The Axon Evidence third-party video playback feature automatically converts and plays videos not supported by the default video player. Officers and investigators will save time when ingesting video of a non-standard file type, as the feature automatically converts and plays more than 1,000 file types and their variations, with new file types added regularly and directly from customer requests.
Auto-transcribe
Axon Auto-Transcribe is a tool in Axon Evidence made up of two modules: Review Assistant and Transcription Assistant. Investigators can use Review Assistant to accelerate their review of evidence by generating a searchable, time-synced transcript of the evidence’s audio. This allows a user to click on a word spoken in the evidence file and be immediately taken to that point of the video. Transcription Assistant generates a transcript of an entire video via AI. An investigator can use Transcription Assistant to speed up the process of creating a transcript by correcting any errors in the AI-generated transcript, rather than typing a transcript from scratch.
Auto-tagging
The Auto-Tagging service takes information directly from your CAD or RMS solution and correlates it with the associated videos stored in Axon Evidence. Your officers will no longer need to manually tag their body-worn and in-car camera recordings or double-check manual entries for errors. Administrators can rest easy knowing that the metadata from your CAD and RMS systems are correlated via auto-tagging with custom retention categories in Axon Evidence, making proper evidence retention simple.

Axon Records
Axon Records is a cloud-based database application, that is intended to help improve incident reporting based on customized forms and automation tools. Axon Records is fully integrated with Axon Evidence, as well as other devices in the Axon Ecosystem, such as body-worn cameras and TASER energy weapons.
Axon Records is designed to make report writing more efficient, and submission and review processes faster, by generating information from the Axon Ecosystem of connected devices and software. Direct access to Axon Evidence allows users to seamlessly attach digital evidence from TASER devices, cameras, and citizen smartphones to an incident. Axon Records reports are collaborative in nature and can be shared with involved officers, partner agencies, and prosecutors. Cases developed in Axon Records are automatically created in Axon Evidence.
With this connectivity, agencies can access agency-wide data that can be reviewed and imported into Axon Records’ reporting modules, thus offering improved efficiency, and helping to ease your administrative burden.

Axon Investigate
Axon Investigate is a forensic platform for everything video related, with a trackable set of tools which allow users to quickly overcome challenges seen with modern video and multimedia evidence streams. Users can easily convert files to playable formats in bulk and manage multiple video sources in a single project.
Additionally, the tools in Axon Investigate Pro assist with video analysis, including multi-clip time syncing and stitching, video enhancement, narrative report creation, and court demonstratives. To accomplish these goals, Axon Investigate uses workflows—a combined set of processing steps—to forensically interrogate the media files.

Improving Performance
Axon Performance
Axon Performance is a module within Axon Evidence that provides two capabilities: reviewing individual evidence entries and managing overall performance.
Axon Performance is designed to reduce the amount of time field supervisors spend reviewing compliance with agency policies and programs. With Axon Performance, agencies streamline the supervisor review and enable supervisors to deliver tailored personnel training and feedback to ensure that teams are operating within agency guidelines and policies.
While using Axon Performance, supervisors or managerial-level staff can review electronic evidence, leave feedback on findings to be added to the Audit Report, and add inspection notes all within the Review pane.
As shown below, Axon Performance provides an easy-to-use interface to review video and mark pre-defined items, as well as enter more descriptive notes.
Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics.
Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set.

Axon Standards
Axon Standards is an internal affairs tool in Axon Evidence that assists with report writing and tracking of officer-involved events such as use-of-force, injury, or pursuit incidents. Supervisors, Professional Standards, or Internal Affairs (IA) units can streamline their report writing duties by having direct access to any associated digital evidence and take advantage of predictive typing, task delegation, and data management features. System administrators can create custom forms specific to an agency's policies, design routing and approval processes to match your workflows, and create automated alerts so that reports are not bottlenecked for review.
With Axon Standards, users can also access interactive reports to help provide data-driven insights and quicker investigative outcomes. These reports can help supervisors and leaders in the chain of command to thoroughly investigate staff-involved incidents, ultimately leading to better transparency amongst the community

Axon My90
My90 is a comprehensive engagement tool that helps law enforcement leaders conduct surveys, capture data, and display the results. My90 collects, de-identifies, and aggregates the survey responses to identify trends, surface positive feedback, and find specific opportunities for improvement. My90's offers three types of surveys:
- POST-CONTACT SURVEYS – Text or web-based surveys automatically sent to 911 callers to evaluate their interaction with officers
- COMMUNITY SURVEYS – Sent to the general population either in-person or online using QR codes and URLs to gauge community-wide sentiments
- EMPLOYEE SURVEYS – Short "pulse surveys" sent to agency staff via text message, email, and the web to evaluate morale or staff burnout
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Training
Axon Virtual Reality
Axon Virtual Reality (VR) Training is an immersive training program that uses virtual reality hardware and software to enhance officer performance, critical thinking, and de-escalation skills. The solution is fully wireless and is made up of VR headsets, controllers, tablets, and integrated software.
Axon VR Training allows training at the station or a remote location, with its quick set-up experience and minimal amount of hardware. The solution has a small form factor, meaning there is no longer a need for a training room dedicated to housing cameras, truss systems, backpacks, or computers. Axon VR Training is very portable, and no complex room calibration is required.
The innovative Axon VR Training software is comprised of three core elements: Community Engagement Training, Simulator Training, and Axon Academy.

70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	For video surveillance, our products generally fall into the categories of: - Body-worn cameras - In-vehicle camera solutions - Interview Room solutions - Digital Evidence Management Systems	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices.	(•) Yes ( ) No	Axon's offer includes the Axon Body 3 and Axon Body 4 body-worn cameras, as well as the Axon Fleet 3 in-vehicle camera solution. These products, and the mounts below, are described in answer 69 and detailed product sheets are attached. The Axon Body 3 and 4 cameras are self-contained audio-visual unit with no external wires. The cameras utilize a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Whether officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy.	*
72	Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services.	(•) Yes ( ) No	Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two	

			cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. Axon can build custom interview rooms to meet your specific needs. Available options include: Overt and Covert Cameras Covert Camera Enclosures Microphones Physical or Virtual Recording Servers Touch Panels Software application for workstations POE Switches Point-to-zoom cameras In-room remote viewing indicator lights Motion-detector camera activation Button-Push / Toggle switch camera activation Detectives responsible for conducting interviews will have access to an easy-to-use solution that will reliably capture crucial statements and important body language. This evidence can then be reviewed later and used when building a case. The system is controlled with touch panels that are pre-installed with Axon Interview software. With a simple tap of the screen, detectives can start an interview from either inside or outside of the interview room. The touch panel also unlocks time-saving workflows that can be leveraged during an interview—such as metadata entry to make evidence management easier, audio/video masking to protect individual privacy, note-taking tools, and bookmarking features to flag points of interest in an interview for later review. Additionally, command staff or other personnel can keep track of interviews as they happen through Axon Interview's Live Streaming application. The personnel can view multiple rooms at once and add notes and markers to an interview in progress. For security, access to interview rooms via livestream can be password protected. Features and benefits REDUNDANT ON-PREMISE STORAGE SERVERS to prevent the loss of critical evidence if a connectivity issue were to occur prior to uploading to the cloud A CONTINUOUS RECORDING BUFFER that temporarily stores audio and video to local servers, which allows agencies to retrieve evidence if a user forgot to start a recording A SECURE EVIDENCE UPLOAD PROCESS TO AXON EVIDENCE that protects the chain of custody and offers cloud-based storage	*

73	Video capable threat and weapons detection.	(•) Yes ( ) No	The Fleet 3 in-vehicle camera solution offers integrated Automatic License Plate Recognition technology. This technology can be used in combination with pre-defined criteria to alert based on a number of factors, such as a vehicle being stolen, or as part of an active search.	*
74	Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters.	(•) Yes ( ) No	Axon Signal technology utilizes Bluetooth to activate nearby cameras in certain situations. This can be based on activating a TASER, withdrawing a weapon armed with Axon Signal Sidearm, and a variety of 12-volt signals in the vehicle, including, for example, activating sirens, a crash, or opening doors. Certain Axon Interview cameras can be configured to activate based on motion.	*

75	Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above.	(●) Yes ( ) No	Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system. Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence. Please see the attached solution description for detailed information on Axon Evidence. Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions. Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or “capture” aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the “capture to courtroom” workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow. Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser. Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features.	*

76	Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses.	(•) Yes ( ) No	Docking stations The Axon Body 3 cameras are compatible with two types of docks—an 8-bay Dock and a 1-bay Dock. Each dock is designed to charge the camera or cameras, and provide a connection to our DEMS, Axon Evidence, to securely upload evidence and receive the newest operating system updates or configuration changes. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a images and specifications. Each dock function as an Ethernet adapter, an unmanaged network switch, and charger. All Axon Body 3 cameras are compatible with any Axon Body 3 Dock. All that is required to install an Axon Body 3 Dock, is the supplied Ethernet cable, an active internet port that connects to your network, and the included power cord. Upload rates average 30 MBPS withing a dock. Each time the Axon Body 3 camera is docked, the time is automatically checked and reset. The dates and timestamps sync with the atomic clocks at the National Institute of Standards and Technology (NIST) and cannot be altered, which protects the chain of custody. The timestamp can be displayed in local or UTC. Axon also provides an option for Wall Mount Brackets, which were designed to minimize the device-storage footprint, as well as provide easy access to your device(s). The docks are typically mounted at an angle to help keep devices connected and operating lights visible. Mounts The Axon Body 3 camera is a self-contained audio-visual unit with no external wires. The camera utilizes a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a detailed list with images of all mounting options. Whether your officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With	

			either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy. Axon Body 4 Point of View Module The Axon Body 4 camera offers an easily integrated point-of-view camera called the Axon Flex POV Accessory. The Flex POV module does not require charging or offload. When a Flex POV module is connected, Axon Body 4 will buffer and record from the POV module perspective. When the POV module is disconnected, Axon Body 4 will automatically switch back to the Body Worn Camera perspective. When a Flex POV module is connected to a user's camera for the first time, Axon Body 4 will prompt the user to set the POV orientation. The orientation of the POV module can be determined using the letter on the top of the POV module when mounted. Once set, orientation can be updated using the camera menu. Axon Body 4 Quick Disconnect Charger While the Axon Dock is the primary means of charging, the Axon cameras can be charged by any electrical charger with a USB connector. The Axon Body 4 uses a USB 3.0, Type-C receptacle. This flexibility allows an officer to charge a camera from any location with a USB-compatible power source. The Axon Body 4 also includes a magnetic disconnect charger for additional ease of charging.	
77	Services complementary to the offering above, including training, installation, and administration of warranty programs.	(•) Yes ( ) No	A successful program depends on the ease of implementation and the experience of the deployment team. Axon's Professional Services (PSO) team includes experienced professionals who have completed hundreds of deployments covering hundreds of thousands of cameras, as well as the supporting evidence management systems. Axon's PSO, data migration, training and Fleet installation teams have extensive experience helping agencies of all sizes implement their body-worn and in-car camera programs. By offering dynamic deployment plans, experienced deployment teams, and a solution developed in-house specifically for public safety, Axon is uniquely positioned to provide customers with an effective deployment, training, and	

			support experience. With Axon, customers receive a full solution, mitigating the project and support risks associated with having multiple, different suppliers. Axon has the manufacturing capability, financial capacity and skilled and available workforce to ensure that a program is successful. Our reputation for going above and beyond to ensure that our customers are not only satisfied, but successful with our products is well known throughout the industry, and we invite all customers to validate this with objective resources. By having our staff complete installations, customers can expect project alignment, with end users gaining a more complete picture of the features and functionality of the solutions. Our PSO team is trained specifically to install our proprietary solutions, meaning customers will benefit from having installers with the most up-to-date product information, product training, and installation techniques. Many of our PSO implementation specialists joined Axon directly from law enforcement and were responsible for planning and managing similar projects in their former law enforcement roles. This real-world experience is an invaluable resource and allows them to predict and overcome potential challenges as well as effectively collaborate with command and IT staff. Our staff can also offer guidance on custom workflows and processes to help use your body-worn and in-car cameras and DEMS effectively and in compliance with local laws and statutes. When selecting a solution, it is worth considering whether the hardware and software were built from company acquisitions or developed by the same engineers who support it today. The proposed body-worn and in-car camera hardware and DEMS software were designed and maintained by Axon's in-house engineers, allowing our teams to easily pass on feedback for feature requests as programs progress. Our U.S.-based Technical Support team can engage directly with our in-house engineers for advanced troubleshooting if the need arises. At the beginning of each program, we meet with customers to define requirements and outline a project schedule. Our programs typically include items required to: Migrate your existing data; Establish integrations with your current platforms as defined in the requirements; Build and deliver your solutions; Configure all body-worn camera LTE sim cards, establishing them on the appropriate carrier networks, and		

			managing all body-worn LTE data plans. Create your initial configuration in Axon Evidence; Train your administrators; Install your in-car cameras and, Provide long term support. Deployments are led by Axon's PSO team, who will begin by reviewing the proposed project plan with designated point of contact. Axon's PSO team will coordinate direction with this point of contact throughout the project to accomplish the tasks necessary for a smooth, successful implementation. During the implementation kick-off calls, our resources will work collectively to refine the plan, and define a final schedule. These initial discussions will set expectations for deployment timing and staffing. Administrator guides, networking information, and other critical solution information will be provided to your program point of contact to assist with planning. Axon's PSO team will also evaluate the project for proper scoping and follow-up to obtain additional information if necessary prior to on-site services. This may include information on network specifications/bandwidth, CAD/RMS integration, desired offload method, and other system information that may require involvement from your network administrators or IT team. It is important to agree on a solid plan at the beginning of the program, as well as to set the policies that will guide how data is migrated and establish the rules that will be used to configure the systems. The resulting plan will be documented and shared with each member of the team, providing the structure to successfully complete your project implementations. Having your policies in place before deployment begins helps to streamline the go-live process and ensures officers are prepared to use the system as soon as possible. Additionally, necessary categories in Axon Evidence should be considered, as they determine evidence retention. Categories are completely customizable to meet your local policies and laws. To ensure proper input and legal compliance, customers should gather the following agency and community stakeholders before building your body-worn and in-car camera policies. POLICY MAKERS – Stakeholders such as command staff and community leaders should be included when developing body-worn and in-car camera policies. FIELD TRAINING OFFICERS – Officers who represent the end users of the devices. EVIDENCE CUSTODIANS –		

			Including those who will be responsible for digital evidence sharing is key. LEGAL REPRESENTATIVES – Including members of the larger legal community can assist with community alignment and buy-in. Once the proper stakeholders are gathered, Axon's team will collaborate with customer personnel to help draft the policy definitions necessary for the successful use of Axon Evidence. First, user roles should be considered. User roles and their permissions in Axon Evidence are highly customizable, and our PSO team can assist with the development of custom roles during deployment. Identifying the level of permissions needed (such as the ability to view evidence, share evidence, download evidence, restrict evidence, etc.) for each role is customized. The guides provided by the PSO coordinator during initial planning conversations will help with this task. When determining necessary custom retention categories, customers should consider consulting State Retention Schedules or other legal guidance. During on-site services, our PSO team can then offer guidance to set up these pre-determined retention categories in Axon Evidence. Having these critical system policies in place prior to deployment will support a quicker, more thorough roll-out. While the primary Evidence solution will be maintained in the cloud, there can be a number of areas where Axon and customers will need to agree on information technology approaches and requirements. This primarily includes decisions related to LTE and Wi-Fi uploads, networking permissions for body-worn camera docks, and offload methods for the Fleet 3 system. These discussions will happen early in the program, allowing Axon to finalize details of the implementation plan, including configuration and installation requirements. For customers with existing DEMS, Axon will help define a migration strategy. Axon Evidence is designed to be highly configurable, and supports the creation of both free-text metadata (tags) and customer-defined metadata fields. The flexibility of Axon Evidence ensures customers get the information they need that is most effective for searching, while at the same time standardizing their terminology over time. This supports greater efficiency, less re-training, and ultimately greater organizational value. Every system your agency uses may be organized a little differently. For example, in your in-car video management system, you may		

			classify evidence as “Evidence Type” whereas in your CCTV system you may classify evidence as “Offense”. Axon’s migration process allows customers to visualize and map out how they want this information to appear in Axon Evidence. Axon will work with customers to design a metadata mapping schema for Axon Evidence based on the metadata tags and fields from the legacy system. Based on this mapping schema, an Axon Field engineer will use our automated tools to map the desired metadata to fields, pre-append any audit information into Axon Evidence audit logs and upload the assets with this information populated in Axon Evidence. Axon will demonstrate this migration in a test environment for customers to review and sign off that the data is uploaded and organized as desired. Ingesting and pre-appending the audit trail for each piece of evidence maintains full evidentiary integrity as you migrate systems automatically. This allows Axon Evidence to be a single source of truth detailing the lifespan of your evidence. Upon sign-off, Axon will install the migration tools and initiate upload into the live environment. The upload of historical data will commence after all legacy cameras are decommissioned to ensure that no evidence is lost in the transition. Training Training Overview Axon’s training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training. We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase. Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below. Training Materials Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence		

			Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist. Additional curriculum and support materials include, but are not limited to: Job Aids E-Learning Certification Programs Video Training Demonstrations Software Simulations Enrollment for Virtual Classes Recordings of Previous Classes and Demonstrations Sample Lesson Plans Key User Training (Train the Trainer) End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a “train the trainer” capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance. System Administration Training System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR. Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users. Axon Evidence User Training If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance. Recommended Class Structure / Training Plan Under this project, Axon will provide the following training classes: One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions. One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these		

sessions.

One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions.

Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users.

The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class.

Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately.

While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of the City.

Additional Training Resources and Continued Learning

Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software.

Within Axon Academy, there are three different ways to learn:

ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users

VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor

CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras).

Training content is developed and maintained by Axon subject matter

			experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands. Fleet 3 Installation Axon Fleet 3 significantly reduces the need for bulky and expensive components often seen in traditional in-car solutions. With Axon Fleet 3, customers will benefit from minimally-designed system components such as our integrated cameras built to capture both audio and video, as well as provide integrated ALPR capability. Our sleek hardware and non-obtrusive wiring installation help optimize space within the patrol vehicle and promote an open and safe cabin in which an officer can move about freely and unobstructed. The Axon Fleet 3 in-car system has a small form factor designed to offer a discreet and inconspicuous setup within a variety of vehicles, including civilian, unmarked, and patrol vehicles. Our team will work with customers to identify mounting locations within the vehicle that limit unwanted attention. Our proposed solution will include all necessary wiring. Axon Fleet 3 has been developed to utilize Power over Ethernet (PoE) connections, which offer both greater connection speed and stability. All wiring will be installed and run underneath the lining of the vehicle or with the shape of the vehicle where possible. Any exposed wire will be secured, mounted, and bundled together to avoid any loose cabling. During installation, our team will work with customers to determine the best mounting option for Axon Fleet 3 cameras in each vehicle, while keeping practical use and officer safety in mind. Cameras are typically mounted to the windshield or rear glass with an adhesive and can be removed without permanent damage. The offered Fleet 3 system includes two cameras: the dual view, forward facing camera that includes the ALPR camera, and the interior camera to capture the rear cabin. The Axon Fleet 3 Dual-View Camera is mounted on a swivel-ball joint that allows the camera to be panned and tilted to ensure objects of interest are within the camera's field of view. It supports 360-degree articulation. An Internal spring provides consistent sensory feedback as a user makes adjustments. The swivel-ball joint has detents that click in place every 22.5 degrees of horizontal rotation (pan) to hold the camera in the desired position. The Axon Fleet 3 Interior Camera is mounted on an adjusted angle mount that allows the camera to be		

			tilted up or down to ensure objects of interest are within the camera's field of view. The Interior Mount can be adjusted to capture a comprehensive view of the cabin. Long Term Support In our view, a project is not over when a deployment is concluded. The final portion of any Axon delivery is our professional customer support, which starts after deployment concludes and continues for the life of the solution. Axon has included an initial five-year warranty as part of this project. We have a multi-level approach to service, including our account specific Customer Success Managers, our 24/7 technical support and our Return Merchandise Authorization (RMA) team to help our law enforcement partners have the most successful body-worn, in-car camera and digital evidence management programs possible. We begin the post-deployment process with a survey that allows all customers to provide feedback directly to Axon leaders, and we provide multiple options for getting help, offering suggestions, or expanding your Axon ecosystem. Customer Success Manager We assign a customer success manager (CSM) to your account for the remainder of your contract. Their goal is to support your day-to-day needs, educate you on new features, and help you receive value from your investment. Your CSM will wear multiple hats, from project management to product expert to consultant, and will continually be focused on making the City more efficient and confident in your daily workflows. As your program develops and progresses, your CSM can take hardware and software feedback and pass it along to our engineers—another benefit of deploying a solution that is serviced by the same engineers who developed it. In fact, many new features have been built directly from such suggestions from our law enforcement partners. They will also work with your sales executive if any further purchases are desired. Your CSM can be reached by phone or email and can be adaptable to your communication preferences. 24/7/365 Technical Support Our Technical Support team is US-based and offers live phone support 24 hours a day, seven days a week. This is included as part of your investment in the Axon ecosystem and any member of your agency can call; our staff will help anyone with their questions, not just supervisors. A caller is usually talking with one of our support staff within 30 seconds of placing their call. Online, email-based support and remote-location		

			troubleshooting are also included. If a technical issue requires advanced troubleshooting or interfacing with our in-house engineers, our Senior Technical Support team (Tier 2) can take over from the Technical Support team (Tier 1). All senior technical support representatives hold certifications from their respective governments for access to CJI. The team currently holds a variety of education and information technology certifications, and many have a background in law enforcement. RMA Process If equipment needs to be returned for repair or warranty work, we make the process as simple and hassle-free as possible. Axon's return material authorization (RMA) request process is housed directly within Axon Evidence, allowing users with appropriate permissions to create repair requests easily. Our US-based RMA team works out of our Scottsdale, AZ headquarters. All returns are initiated, tracked, and managed using the hardware's unique device serial number, which also correlates with warranty status and helps protect evidence integrity if evidence recovery is needed. Axon's RMA process is also integrated with FedEx and return labels are provided at no extra cost.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe the security features of your proposed solutions in relation to data security.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance. Axon Evidence offers numerous data security management functions to meet and exceed industry standards for the architecture and security of Axon Evidence. Axon has developed and operates secure software development lifecycle procedures (SDLC). Execution within the SDLC ensures security is evaluated at every phase of development and that quality measures are met. All evidence data is encrypted at rest and in transit. Robust SSL/TLS is implemented for data in transit using TLS 1.2 with a 256-bit connection and Perfect Forward Secrecy. Evidence data stored at rest is encrypted with at least 256-bit AES. The graphic below offers a high-level view of the various layers of security implemented in the CJIS compliant solution. Axon's compliance with a number of security standards in addition to CJIS demonstrate our commitment to providing a trustworthy platform to our customers, and offers a way to understand the controls put in place to secure Axon Evidence and the data you store in it. These additional certifications, compliance measures, and security assurances include: ISO/IEC 27001:2013 Certified - Information Security Management Standards ISO/IEC 27017:2015 Certified - Code of Practice for Information Security Controls	

ISO/IEC 27018:2019 Certified - Code of Practice for Protecting Personal Data in the Cloud
CALEA Standard 17.5.4 Compliant
HIPAA and HITECH
AICPA SOC 2 Type 2 Reporting (Applicable only to Axon Evidence)
Cloud Security Alliance - CSA STAR Attestation (Level Two)
Cloud Security Alliance - CSA STAR Self-Assessment (Level One)
Accessibility Conformance Report - WCAG 2.0 & VPAT/Section 508

BWC Security Overview
Law enforcement data is among the most sensitive in the world and, with Axon's robust information security program, we can help keep that data protected at all times. Our latest body-worn camera, Axon Body 3, includes a number of security features that help keep your valuable evidence and other information safe.
Both physical and software approaches ensure the security of data even if the camera is lost or stolen, and help you maintain a proper chain of custody.
Physical Security
SECURED COMPARTMENT – Axon assembles Axon Body 3 cameras with Torx screws, thus preventing access to the storage without proper tools. *
EMMC STORAGE (EMBEDDED MULTIMEDIA CARD) – eMMC storage is populated on the circuit board rather than using an SD card. Accessing and reading eMMC is difficult and would require destruction and/or modification of the circuit board. Videos cannot be deleted from the camera. Cameras will not natively mount into a Microsoft Windows operating system like a mass storage device such as a flash drive or external hard drive would.
Software/Firmware Security
NO PARTITION TABLE – The storage media does not have a partition table and will show as an unreadable drive/ card (under any operating system).
ENHANCED VIDEO AUTHENTICITY & INTEGRITY VALIDATION – Authentication and validation checks between the camera and Axon Evidence;
SIGNED COMMANDS – Cryptographic validation of commands sent to the camera from Axon Evidence;
SECURE BOOT – Only trusted, cryptographically signed firmware will run on the camera;
HASH TREE IMPLEMENTATION – Facilitates multiple layers of forensic integrity;
DISK ENCRYPTION – While on the device, evidentiary video is protected from manipulation with AES-XTS 128-bit encryption. Currently AES-128 is acceptable for protection of classified data, up to SECRET, by the US federal government.

Secure Transfer
The Secure Upload Process
Axon cameras are designed to protect and preserve the evidence they capture. The cameras store all video files securely in onboard storage until the files are completely and successfully transferred into the digital evidence management system. All communication between the Axon Body 3 camera and Axon Evidence is conducted over 256-bit AES encryption to safeguard data during transfer.
During offload from the camera to Axon Evidence:
1. The precomputed SHA-2 cryptographic hash tree is located for each video that needs to be uploaded and each SHA-2 hash tree is computed immediately after the corresponding MP4 video finishes recording.
2. The SHA-2 cryptographic hash tree and video metadata are transmitted to Axon Evidence. The MP4 video files are saved securely on Axon Evidence in their original state, as verified by the SHA-2 hash tree function.
3. Upon completion of the upload process, the SHA-2 cryptographic hash tree values are evaluated to detect data corruption of any kind. A contiguous SHA-2 hash is computed after this verification step.
4. Once the hash values and data integrity are verified, the file is confirmed to be uploaded, and the corresponding video files are deleted from the camera.
If a transfer is terminated before its video files are fully uploaded, any files not completely uploaded to Axon Evidence will remain on the camera, so that upload can resume the next time the camera is docked or connected.
Loss of power to an Axon camera will not cause data loss or corruption. The devices maintain a suitable amount of backup power to ensure proper shutdown. If a device were to lose power, it would properly close out all incident files (videos) to ensure that no data was lost or corrupted. In the event of sudden and complete power loss, the device will perform a video recovery operation during the next boot process and close out the incident file. The interrupted recording file, as well as any previously recorded files, will be available once power is restored.

79	Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products.	As a cloud-based system, Axon Evidence's architecture is modular, scalable, and extensible. All data is stored in the Evidence instance at a Microsoft Azure data center. Managing the vast amount of digital evidence available to agencies today can be overwhelming. Especially when the burden is on end users to keep evidence organized—no matter the source. This becomes even more difficult when digital evidence is stored in various locations, on different devices, and across many platforms. Axon's unlimited third-party storage plan—which includes storage for both Axon-captured evidence and third-party evidence—offers agencies a modernized approach to digital evidence management that is affordable, convenient, modular, secure and can scale to meet any storage requirements. With unlimited storage, Axon Evidence can be the main source of storage for all digital evidence. You can then easily manage, store, share, receive, and investigate your data all from a single system. To help with the usability of large data volumes, content that has not been viewed or accessed for six months may be moved into archival storage. Archived files are still searchable and can be retrieved with a single click. Interview Room Axon Interview uses a local storage server to temporarily store video before upload to Axon Evidence. This is in place to ensure that no evidence is lost due to communications issues. Axon Body Worn Cameras Axon cameras will never overwrite previously recorded footage. It is not possible to delete or modify any video content on the device; videos are only deleted from the camera once they completely and verifiably upload to the application. This safeguard ensures no video content is accidentally lost or altered. The Axon Body 3 has 64 GB of non-removable storage to house captured video files and the camera's operating system. This is sufficient to hold 11 to 46 hours of recorded video (depending on resolution). The Axon Body 4 has 128 GB of non-removable storage on a solid state eMMC to house captured video files and the camera's operating system. This is sufficient to hold 11 to 103 hours of recorded video (depending on resolution). Axon Performance Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics. Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set. Please see the attached solution overview for more information. Auto-transcription As cases make their way through the justice system, an accurate transcript will be required at some point. Manual transcription typically takes 4-10 times longer to produce than the length of the actual audio, meaning there are often lengthy backlogs and budget constraints, which slow the delivery of admissible evidence. Furthermore, during the transcription process, transcribers are forced to repeatedly listen to potentially disturbing audio to ensure accuracy. To address these issues, Axon's Transcription Assistant offers access to powerful artificial intelligence (AI) and an intuitive user interface (UI) to help make transcribing audio faster and more efficient.

80	Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems.	Axon Evidence is a Digital Evidence Management System (DEMS), and a large benefit with Axon is that our full ecosystem of products natively integrates with Axon Evidence. There is never a need to worry about the core integration of evidence collection, storage and management as Axon provides all these capabilities. Axon has a proven integration with situational awareness systems such as RapidSOS and Flock through our Axon Respond API. This API is fully developed and requires no additional work for customers. Generally, the situational awareness systems will begin polling Axon Respond continuously, providing real-time access to officer locations. The location data of both body-worn and Fleet cameras will flow into these systems for visualization on their display. Integration with CAD/RMS Auto-tagging is a feature that categorizes videos based on the correlated event metadata captured by the respective systems. Common data already collected by the CAD or RMS, such Event ID, Event Type, Officer Badge ID, and Dispatched and Cleared Times can be automatically associated with evidence, without the need for manual intervention. Integrating a CAD or RMS system with Axon Evidence will save officers valuable time, because the majority of tags will be automatically added by the system. With auto-tagging, officers simply record videos with Axon body-worn or in-car cameras and upload them. Axon Evidence will use the data from the CAD and RMS solutions to apply the appropriate tags. Officers will still be able to add custom metadata tags in the field. On a regular schedule, customers export a database-printout file to a specific folder from the CAD or RMS software. The printout file format, generally an .xml or .csv, is designed to comply with Axon Evidence requirements for integration. Axon supplies a .NET 4.0 service “Integrator Application” on your server that monitors the selected folder. When the service detects the presence of a printout file, it encrypts the file using AES 256-bit encryption and sends it securely to Axon Evidence. After Axon Evidence confirms receipt of the file, the application deletes the local copy of the file. Axon Evidence decrypts the printout file and parses the data found in the file. Using an algorithm, Axon Evidence determines which evidence file each piece of data applies to and tags those files appropriately. Evidence can be auto-tagged for 72 hours after upload, and then will require manual tagging. When Axon Evidence finishes processing a batch of data received from the CAD/RMS solution, it sends the specified recipients a reporting email that includes summary results of the processing and detailed reports about evidence matched.

81	Describe how your system allows for secured sharing of videos - file sharing systems.	Sharing Evidence Axon Evidence enables users to share content with internal and external stakeholders without the need for additional licenses. This includes other agencies already using Axon Evidence or Axon Justice Premier, as well as external users who do not have Axon Evidence accounts. Sharing with Outside Agency Axon Evidence Users Axon Evidence makes it easy to share evidence and cases with other Axon Evidence agencies, as well as those utilizing our Justice Premier solution for prosecutors and public defenders. Since these external users already have Axon Evidence credentials, shared evidence can be used in the same way as their own digital evidence. After evidence is added to Axon Evidence, a user can simply share the case with any of their trusted partner agencies with Axon Evidence credentials. As users share evidence with partner agencies, the partner agencies will only have access to the data a user has chosen to share via an access list. All unshared data remains completely unavailable. When files are shared with a partner agency, Axon Evidence sends a copy of the files and their associated metadata, which the partner agency can manage independently without affecting the original evidence. Any evidence that is shared is preserved in its original form in the sharer's instance of Axon Evidence. Sharing With Non-Axon Evidence Users A user can share evidence with those who are not Axon Evidence users by emailing a download link to an external email address. Audit Trails, Table of Contents, and Transcripts, an Optional Message and the Duration in days that the share is active, can all be shared with the core evidence. All included documents will be made available via a ZIP folder, which a recipient can access without having to sign into an Axon Evidence account. There are no additional authorizations or licenses required by Axon to share files using this method. However, please note that access can no longer be centrally controlled once it is downloaded locally. Data Export Users cannot modify original videos captured for chain of custody and chain of evidence reasons. If the original content or video evidence is uploaded as an MP4 it will be downloaded as an MP4 for review. Axon does not apply any proprietary formats when files are exported. This applies with any files such as PDF, DOC, AVI, WAV, MP3, AAC, etc. At the time of upload an SHA cryptographic hash function is generated and used to verify the integrity of the content uploaded. This SHA hash is also available at time of download for verification of authenticity.
82	Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - 2023 Axon Pricebook - Sourcewell 2.0.xlsx - Tuesday October 10, 2023 15:41:59
- Financial Strength and Stability - AXON_2022_AnnualReport.pdf - Tuesday October 10, 2023 15:42:15
- Marketing Plan/Samples - Cooperative Contract Marketing Example.docx - Wednesday October 11, 2023 15:08:36
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:43:02
- Standard Transaction Document Samples - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:42:43
- Upload Additional Document - Product Descriptions.zip - Tuesday October 10, 2023 15:46:25
- Requested Exceptions - Sourcewell RFP 101223 - Axon's Exceptions.docx - Tuesday October 10, 2023 15:42:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kenneth Maum, Senior Proposal Manager, Axon

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_RFP_101223_Public_Safety_Surveillance Thu October 5 2023 08:32 AM	☑	3
Addendum_10_RFP_101223_Public_Safety_Surveillance Mon October 2 2023 03:56 PM	☑	1
Addendum_9_RFP_101223_Public_Safety_Surveillance Tue September 26 2023 03:16 PM	☑	1
Addendum_8_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 04:09 PM	☑	1
Addendum_7_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 07:35 AM	☑	1
Addendum_6_RFP_101223_Public_Safety_Surveillance Wed September 20 2023 12:49 PM	☑	1
Addendum_5_RFP_101223_Public_Safety_Surveillance Mon September 18 2023 03:49 PM	☑	1
Addendum_4_RFP_101223_Public_Safety_Surveillance Fri September 15 2023 10:52 AM	☑	1
Addendum_3_RFP_101223_Public_Safety_Surveillance Tue September 5 2023 03:47 PM	☑	1
Addendum_2_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 01:53 PM	☑	2
Addendum_1_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 11:11 AM	☑	2

Docusign Envelope ID: B1E3F23E-689D-488C-8255-0EB13BEC2BC7

AMENDMENT #1
TO
CONTRACT # 101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below (Effective Date) by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as "parties."

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

Supplier requested that its Canadian affiliate, Axon Public Safety Canada, Inc., be named as an additional Contract holder.

Therefore, the parties agree that as of the effective date of this Amendment, the named Contract holder "Axon Enterprise, Inc." in Contract # 101223-AXN will be replaced with "Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 2/4/2025 | 10:39 AM CST

Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc.

By: Signed by: 55DAEBB131A4424...

Robert Driscoll, VP, Assoc. General Counsel

Date: 2/4/2025 | 9:07 AM MST

Docusign Envelope ID: 1A21341D-D25A-412C-81D8-C665C6D2E5C5

AMENDMENT #2
TO
CONTRACT # 101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as "parties."

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

On April 28, 2025, the parties signed a Price and Product Change Request (PNP) amendment to expand Supplier's product range to offer additional configuration choices for existing products.

NOW, THEREFORE, the parties wish to amend the Contract to add certain appendices related to that PNP, which are attached and incorporated into this Amendment, specifically:

a. Appendix for AI Technology
b. Dedrone Product Appendix

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 5/11/2025 | 10:31 PM CDT

Axon Enterprise, Inc. and its Canadian affiliate Axon Public Safety Canada, Inc.

Signed by:
By: Robert E. Driscoll Jr.
55DAEBB131A4424...
Robert Driscoll, VP, Assoc. General Counsel

Date: 5/7/2025 | 2:44 PM MST

Docusign Envelope ID: 9BEAD083-1BAE-4F09-82F5-26B263E389C2

AMENDMENT #3
TO
CONTRACT #101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier).

Sourcewell entered into a contract (101233-AXN) with Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027.

The Parties wish to incorporate further changes into the Contract in order to add additional products and services.

The Parties therefore agree as follows:

The attached and incorporated appendices are hereby replaced in their entirety within the Contract: ALPR Appendix (replacing Axon Fleet Appendix).

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Operating Officer

Date: 8/12/2025 | 4:12 PM CDT

Axon Enterprise, Inc.

Signed by:
55DAEBB131A4424...

By: _____

Robert E. Driscoll
Deputy Corporate Counsel

Date: 8/14/2025 | 11:27 AM MST

Docusign Envelope ID: 9BEAD083-1BAE-4F09-82F5-26B263E389C2

AXON ALPR APPENDIX

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

Customer Responsibilities.

1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule.

Third-party Installer. Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

1. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.
2. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.
3. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

Axon Fleet Specific Terms.

1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its

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partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

Axon Outpost Specific Terms.

1. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.
2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

Axon Lightpost Specific Terms.

1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

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2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

Wireless Offload Server.

1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

WOS Support. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

1. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

Village of Palm Springs

Executive Brief

AGENDA DATE: May 14, 2026

DEPARTMENT: Public Works

ITEM #4: Work Authorization No. 04 with Keshavarz and Associates for the final design of the 10th Avenue North and Davis Road Intersection Improvements Project

SUMMARY: The Village is actively designing enhancements for the intersection of 10th Avenue North and Davis Road to improve the streetscape, safety, and beautification. The project will deliver considerable safety and availability upgrades for pedestrians, bicyclists, and motorists. Planned features include broader sidewalks, improved ADA accessibility, decorative crosswalks, attractive landscaping, and new flashing signage. These enhancements are consistent with the Village's Vision Zero Action Plan and Mobility Plan.

In FY 2025, Council approved the initial design phase with Keshavarz and Associates to study the corridor, conduct survey work, and coordinate with Palm Beach County Roadway and Engineering staff, since 10th Avenue North is owned by the County. This preliminary design phase established a clear direction for the proposed improvements, which will now move forward under this Work Authorization.

Work Authorization No. 04 with Keshavarz and Associates covers Phase 2 of the project, including final design, permitting, and bid-phase services. The authorization amount is not to exceed $127,495.62 and will be funded under Task Order No. 387, Account No. 01441-56300.

FISCAL IMPACT:

Work Authorization No. 04 with Keshavarz and Associates is being funded under Task Order No. 387, Account No. 01441-56300 at an amount not to exceed $127,495.62. The original FY26 budget amount for this project is $750,000, which is inclusive of design and future construction.

ATTACHMENTS:

1. Work Authorization #04 - KSA
2. 10th_Ave_Davis_Rd _Exhibit_2026-05-05

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE : 4/17/2026 VILLAGE RFQ. NO.: 2024R-00

WORK AUTHORIZATION NO. 04 FOR CONSULTING SERVICES TASK

ORDER (PROJECT) NO. 387 G/L CODE: _____

KESHAVARZ & ASSOCIATES, INC. PROJECT NO.: 25-1508

PROJECT TITLE: 10th Avenue and Davis Road Intersection Improvements

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated June 13, 2024, between the Village of Palm Springs ("VILLAGE"), and Keshavarz & Associates, Inc. ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The Village intends to incorporate streetscape and beautification improvements at the intersection of 10th Avenue North and Davis Road including widened sidewalks, enhanced ADA functionality, pavement marking/signage and landscaping improvements. The Village has completed the first phase of this project which encompassed reviewing the corridor, meeting with Palm Beach County and preparation of conceptual plans for the proposed streetscape improvements.

This Work Authorization is associated with the second phase of the project which includes the final design, permitting and bid phase services associated with the proposed streetscape improvements as depicted on the Conceptual plan, Attachment - A. These services shall be performed by the Consultant (Keshavarz & Associates, Inc.) and its Subconsultant (2GHO), who are collectively referred to hereafter as the "Consultant".

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Work Authorization for the design, permitting and bid phase services for this project.

1. Project Management, Research, Data Exchange and Coordination:

The Consultant shall actively manage the project and its sub-consultants towards the execution of the Village's objectives in conformance with industry standards of service and in the context of the project scope. Consultant's project management responsibilities range from internal to external methods and approaches affecting the general advancement of the project. Included in this task is the Consultant's monitoring and management efforts performed by the Senior Project Manager and Project Director/Principal as the work proceeds.

This task also includes general correspondence, coordination and data exchange with the Village as needed throughout the project and up to three (3) meetings with Village Staff for one (1) project Kickoff Meeting, and two (2) progress meetings.

2. Design Services

The Consultant shall prepare construction plans and details depicting the proposed streetscape improvements for submittal to the appropriate regulatory agencies for permitting approvals and ultimately for the construction of the project. These construction plans will be based on the design intentions depicted on the conceptual plan previously prepared for the project and include the following components:

- "Paveway Systems" decorative asphalt overlay at the three intersections of Davis Road with Jamacia Drive / Andros Road, 10th Avenue and Russell Drive
- Removal and replacement of sidewalk along the east side of Davis Road with an 8' wide concrete sidewalk
- Installation of drainage inlets along the east side of Davis Road, north and south of Russell Drive
- Regrading swale along east side of Davis Road north of 10th Avenue
- Widening of the landscape medians for landscape material.
- Creation of a refuge area on Davis Road north of Russell Drive
- Installation of solar powered flashing pedestrian crossings along Davis Road at Jamacia Drive / Andros Road and Russell Drive
- Landscaping within project limits and along the north side of 10th Avenue west of Davis Road
- Installation of Pavement Markings and Signage Improvements
    - Update Roadway signs with new logos
    - Replace school sign with flashing sign

The construction plans shall be prepared on 22”x34” format at a scale of 1”=20’ and shall depict the proposed improvements in plan view only. The construction plans will be submitted to the Village for review at 60%, 90% and Final Design intervals.

2.1. 60% Design

The topographic data obtained during the initial phase of the project will be utilized as the base for the construction plans. Existing and proposed conditions will be depicted on the construction plans. The following construction plan sheets will be submitted to the Village for review and approval at the completion of the 60% design stage:

2.1.1. Cover Sheet
2.1.2. General Notes
2.1.3. Summary of Quantities & Pay Items: pay items only at this design stage
2.1.4. Existing Conditions and Demolition Plans (2 sheets at 1” = 20’)
2.1.5. Overall Improvement Plan (1 sheet at 1” = 40’)
2.1.6. Grading, Paving and Drainage Plans (2 sheets at 1” = 20’)
2.1.7. Grading, Paving and Drainage Details
2.1.8. Landscape and Irrigation Plans
2.1.9. Landscape and Irrigation Details
2.1.10. Pavement Markings and Signage Plans (2 sheets at 1” = 20’)

Consultant will conduct a site visit to review proposed improvements compared to current conditions of the site.

Upon completion of the Village’s review of the 60% design submittal, Consultant shall attend a meeting with the Village to review the comments, project schedule and milestones prior to proceeding with the 90% design.

2.2. 90% Design

Comments received by the Village will be incorporated into the design then the construction plans will be advanced to a 90% completion stage. Upon completion of this stage, the 90% design plans will be submitted to the regulatory agencies for approval and to the Village for review and approval. The 90% design plans will include:

2.2.1. Cover Sheet
2.2.2. General Notes
2.2.3. Summary of Quantities & Pay Items
2.2.4. Existing Conditions and Demolition Plans
2.2.5. Overall Improvement Plan
2.2.6. Grading, Paving and Drainage Plans
2.2.7. Grading, Paving and Drainage Details
2.2.8. Landscape and Irrigation Plans
2.2.9. Landscape and Irrigation Details
2.2.10. Pavement Markings and Signage Plans

It is assumed that surface water management system and hydraulic pipe sizing calculations will not be required for this project.

The Consultant shall prepare an estimate of probable construction costs for the proposed improvements which will be submitted to the Village with the 90% design submittal.

Upon completion of the Village's review of the 90% design submittal, Consultant shall attend a meeting with the Village to review the comments, project schedule and milestones prior to proceeding with the Final design.

2.3. Final Design / Construction Plans

Comments received from the Village will be incorporated into the design along with pertinent comments received from regulatory agencies. Final construction plans will be generated and submitted to the Village of Bidding and Construction Purposes. The estimate of probable construction costs will be updated and included with this submittal.

3. Permitting

The Consultant shall assist the Village in applying for permits for the proposed improvements from the applicable agencies. These services shall include the preparation of permit forms and associated exhibits. The Consultant's responsibility with respect to "Permitting" is limited to preparation of necessary documents, submittal of same and responding to written and formal comments issued by the regulators arising from each submittal. Consultant shall respond to all comments related to its product and make reasonable and technically acceptable modifications to same. Additionally, the Consultant shall act as an advocate for the Village during this process. Consultant's responsibility as a result of this Agreement does not include negotiations beyond technical issues related directly to its product and/or design. No warranties or guarantees are made by the Consultant to Village towards "Final Approval" issuance by the regulating agencies, anticipated to be the following:

- Village of Palm Springs: Streetscape Improvements and Restoration
- Palm Beach County Land Development: ROW Construction
- Palm Beach County Land Development: Landscaping

Construction plans and details prepared by Consultant shall include Storm Water Pollution Prevention and Erosion Control measures, however, it is assumed that a National Pollution Discharge Elimination System (NPDES) permit will not be required as the project is not anticipated to disturb an acre or more.

4. Bid Assistance:

Consultant shall assist the Village in preparation of an advertisement for bids and complete the Bid Package with the assistance of and in accordance with the Village's Attorney, procurement specialist and Clerk's instructions. The Village shall provide the front end documents for bidding purposes; bidding and contract requirements, bid instructions, bonding requirements, forms, contract/agreement, standard conditions, supplemental conditions etc. The Consultant will review the provided documents and forms and provide any comments to the Village as needed for this project.

The Consultant will provide the bid form, construction plans, details and final regulatory approvals. FDOT Standard Specifications for Road and Bridge Construction, latest edition, will be referenced as the standard specifications for construction. The Consultant will incorporate the Village Stormwater Specifications (provided by the Village) as applicable. The Consultant will modify Village specifications and provide specifications as outlined below:

The Consultant shall prepare the following specifications specific to the project:

- Summary of Work
- Measurement and Payment
- Paveway System Installation Procedures and Material Specifications
- Landscaping and Irrigation

The Consultant shall modify the following specifications, provided by the Village, as necessary for this project:

- Work Restrictions
- Price and Payment Procedures
- Product Substitution Procedures
- Change Orders
- Construction Progress Schedule
- Submittal Procedures
- Health Safety and Emergency Response Procedures
- Project Record Drawings
- Cutting and Patching
- Protection of Existing Facilities
- Closeout Procedures

The Village shall be responsible for administering the bid, providing notice, hosting pre-bid meetings, receipt of the bids etc.

The Consultant shall further assist with the bid process by attending the pre-bid meeting, prepare responses to requests for additional information, prepare bid addenda(s), review of the bid tabulations provided by the Village Clerk, and make a "Recommendation of Award" to the Village.

The Village shall evaluate Consultant's recommendation and will make it's own selection as to the qualified Contractor for award of the project. Consultant will then receive an executed contract from Village and forward to Contractor, together with a "Notice to Proceed".

5. Reimbursable Expenses

5.1. Miscellaneous expenses for printing, reproduction of documents, mileage, etc.

III. DELIVERABLES

- Meeting Summaries
- PDF copy of Construction Plan Submittals
- Digitally Signed and Sealed Construction Plans
- PDF copy received permits and permit application submittals

IV. SCHEDULE

Upon receipt of Notice-To-Proceed, the CONSULTANT will complete the services identified in this Work Authorization within nine (9) months.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services on a Fixed Fee Basis for a total of $127,495.62 as outlined in the table below and further detailed in Attachment A, Manhour Summary.

Budget Summary

Description	Total
1. Project Management, Research, Data Exchange and Project Orientation, (3) meeting with Village Staff:	$25,755.48
2. Design Services	$65,127.72
3. Permitting	$18,857.92
4. Bid Assistance	$15,754.50
5. Reimbursable Expenses	$2,000.00
TOTAL	**$127,495.62**

VI. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated June 13, 2024, by and between the Village of Palm Springs ("VILLAGE") and Keshavarz & Associates, Inc. ("CONSULTANT") and subsequent addendums including the American Rescue Plan Act (ARPA) Contract Addendum. Compensation shall not exceed the hourly rates currently in effect under this Agreement.

KESHAVARZ & ASSOCIATES, INC.

By: Randy Wertepny '00'04- 11:54:47 2026.04.17

Print Name: Randy Wertepny, P.E.

Title: Vice President of Engineering

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

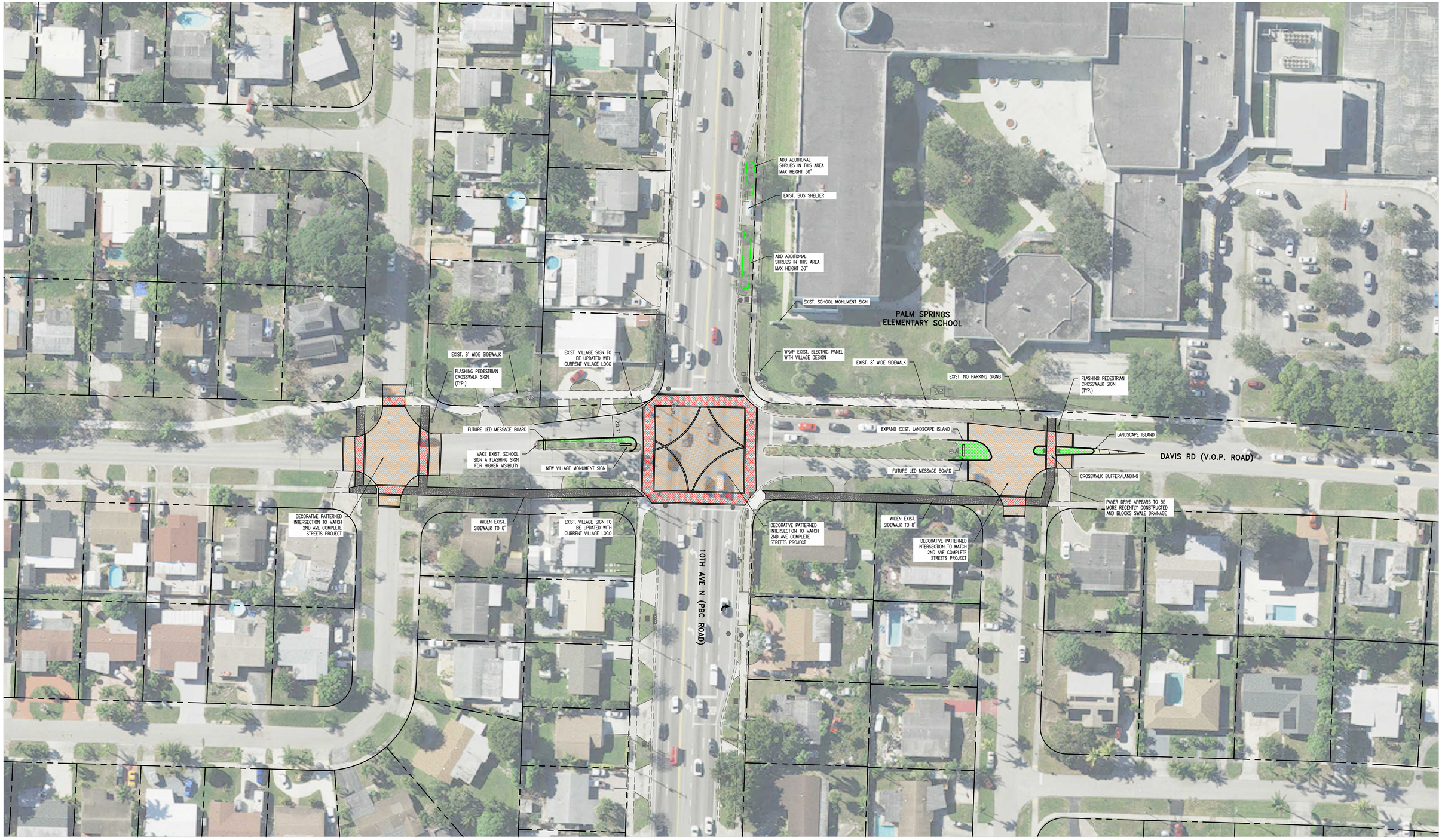
Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over $25,000)

EXHIBIT A - 10th Avenue and Davis Road Conceptual Plan



GRAPHIC SCALE

0 20' 40' 80'

VERTICAL DATUM
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
CONVERSION FACTOR: NAVD88 + 1.523 = NGVD29

No.	REVISION	By	Date

BOOK PAGE(S)
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FIELD XXX

DAVIS ROAD EXHIBIT

KESHAVARZ & ASSOCIATES
Civil Engineers • Land Surveyors
711 North Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Tel: (561) 689-8600 Fax: (561) 689-7476

DATE: 06/26/25	CHECKED: SFB	PROJECT No.	SHEET No.
SCALE:	APPROVED: SFB	25-1508	1 OF 1
DRAWN: SFB	DWG No: D25-1508		

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ATTACHMENT – B
MANHOUR SUMMARY

Village of Palm Springs: 10th Avenue and Davis Road Intersection Improvements

Keshavarz & Associates

		Labor Classification and Hourly Rate								
Task		Principal Engineer (P.E.) $/hr	Senior Project Manager (P.E.) $/hr	Sr. Project Engineer (P.E.) / Surveyor (P.S.M.) $/hr	Sr. Designer	Regulatory Agency Liaison $/hr	Administrative Assistant $/hr	CONSULTANT Total	Sub Consultant Total	Total
Number	Task Description	$ 295.00	$ 235.00	$ 195.00	$ 130.00	$ 100.00	$ 100.00	Services	Services	Services
1	**Project Management**									
1	Project Management, Research and Data Exchange: Review as-built and Utility records within the corridor; general correspondence, coordination and data exchange with the Village as needed throughout the project; up to three (3) meetings with Village Staff.	8	32	24			32	$ 17,760.00	$ 7,995.48	$ 25,755.48
	Task No. 1: Sub Total	8	32	24	0	0	32	$ 17,760.00	$ 7,995.48	$ 25,755.48
2	**Design Services**									
2.1	60% Design; Design and preparation of grading, paving, drainage, pavement markings and signage, landscaping, and irrigation plans and details.	8	20	28	56			$ 19,800.00	$ 7,558.02	$ 27,358.02
2.2	90% Design; Design and preparation of grading, paving, drainage, pavement markings and signage, landscaping, and irrigation plans and details.	4	20	28	36			$ 16,020.00	$ 10,114.20	$ 26,134.20
2.3	Final Design / Construction Plans	2	8	12	8			$ 5,850.00	$ 5,785.50	$ 11,635.50
								$ -	$ -	$ -
	Task No. 2: Sub Total	14	48	68	100	0	0	$ 41,670.00	$ 23,457.72	$ 65,127.72
3	**Permitting**									
3.1	Village of Palm Springs: Streetscape Improvements and Restoration		4			8		$ 1,740.00	$ 2,037.54	$ 3,777.54
3.2	Palm Beach County Land Development: Permitting	8	20			24		$ 9,460.00	$ 5,620.38	$ 15,080.38
	Task No. 3: Sub Total	8	24	0	0	32	0	$ 11,200.00	$ 7,657.92	$ 18,857.92
4	**Bid Assistance**									
	Assist Village with Advertisement for Bid, Preparation and modifications of Specifications	2	16	14			8	$ 7,880.00	$ 1,210.50	$ 9,090.50
	Attend Pre-Bid Meeting, Repond to Contractor RFI's and Review lowest bidders response.	2	12	10			2	$ 5,560.00	$ 1,104.00	$ 6,664.00
	Task No. 4: Sub Total	4	28	24	0	0	10	$ 13,440.00	$ 2,314.50	$ 15,754.50
	Services Sub-Total	34	132	116	100	32	42	$ 84,070.00	$ 41,425.62	$ 125,495.62
	Reimbursable Expenses									$ 2,000.00
	Total									**$ 127,495.62**

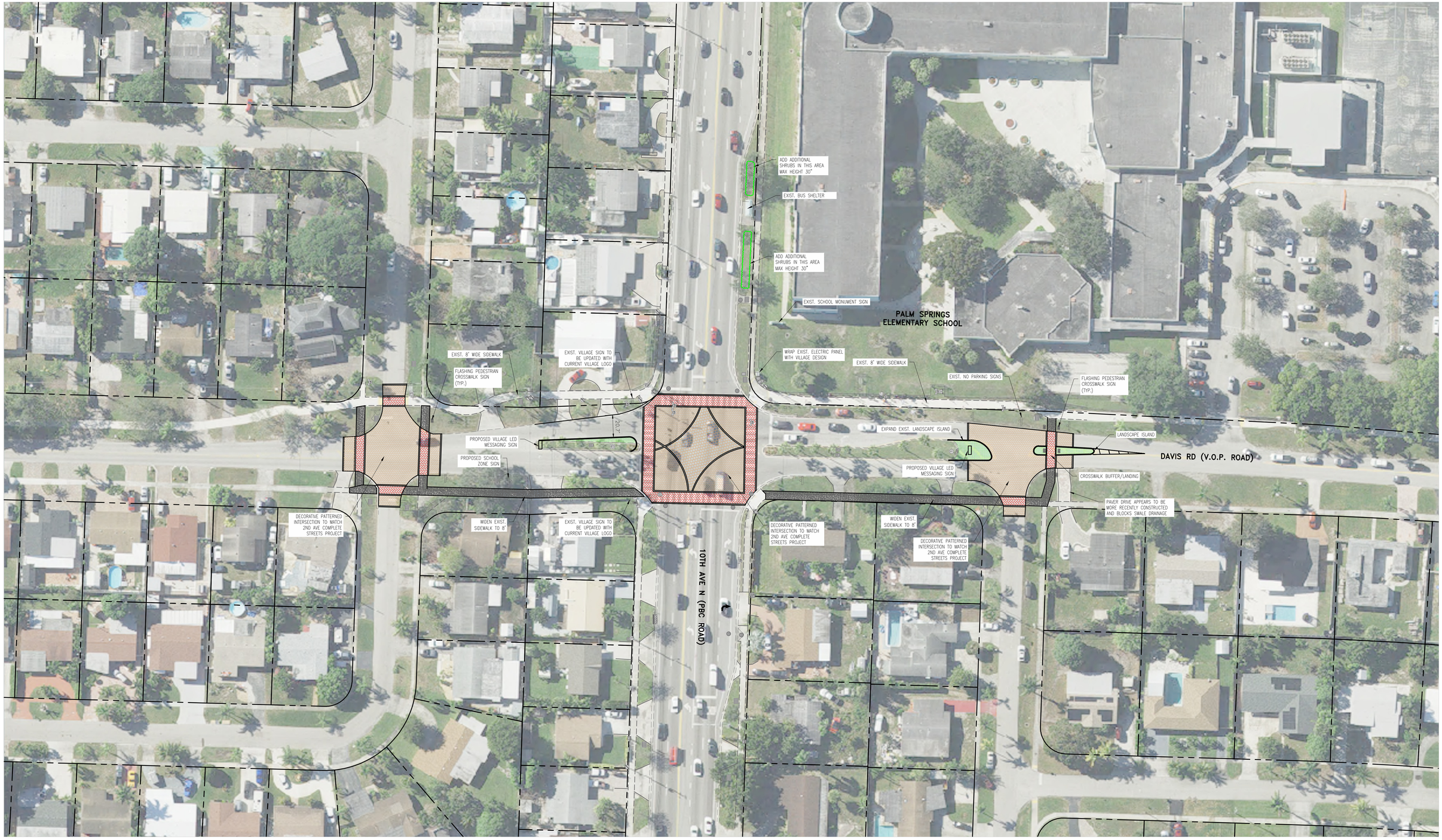
ATTACHMENT – B
MANHOUR SUMMARY

Village of Palm Springs: 10th Avenue and Davis Road Intersection Improvements

2GHO #24-1006

2GHO, Inc. Landscape Architects, Planners, Environmental Consultants

		Labor Classification and Hourly Rate							
Task		Principal $/hr	Project Manager $/hr	Planner II - Sr Land Planner $/hr	Planner I - Land Planner $/hr	Sr Landscape Architect $/hr	Landscape Architect $/hr	CADD Operator/ Sr Tech	CONSULTANT Total
Number	Task Description	$ 276.00	$ 247.59	$ 127.44	$ 115.35	$ 139.26	$ 119.22	$ 99.33	Services
1	**Project Management**								
1	Project Management, Research and Data Exchange: Review as-built and Utility records within the corridor; general correspondence, coordination and data exchange with the Village as needed throughout the project; up to three (3) meetings with Village Staff.	6	24	0	0	0	0	4	$ 7,995.48
	Task No. 1: Sub Total	6	24	0	0	0	0	4	$ 7,995.48
2	**Design Services**								
2.1	60% Design; Design and preparation of landscaping, irrigation and momument sign plans and details.	2	10	0	0	0	28	12	$ 7,558.02
2.2	90% Design; Design and preparation of landscaping, irrigation and momument sign plans and details.	3	16	0	0	0	28	20	$ 10,114.20
2.3	Final Design / Construction Plans	1	5	0	0	0	15	25	$ 5,785.50
									$ -
	Task No. 2: Sub Total	6	31	0	0	0	71	57	$ 23,457.72
3	**Permitting**								
3.1	Village of Palm Springs: Streetscape Improvements and Restoration	2	6	0	0	0	0	0	$ 2,037.54
3.2	Palm Beach County Land Development: Permitting	6	12	0	0	0	0	10	$ 5,620.38
	Task No. 3: Sub Total	8	18	0	0	0	0	10	$ 7,657.92
4	**Bid Assistance**								
	Assist Village with Advertisement for Bid, Preparation and modifications of Specifications	0	2	0	0	0	6	0	$ 1,210.50
	Attend Pre-Bid Meeting, Repond to Contractor RFI's and Review lowest bidders response.	4	0	0	0	0	0	0	$ 1,104.00
	Task No. 4: Sub Total	4	2	0	0	6	6	0	$ 2,314.50
	Services Sub-Total	24	75	0	0	6	77	71	$ 41,425.62



GRAPHIC SCALE
0 20' 40' 80'

VERTICAL DATUM
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
CONVERSION FACTOR: NAVD88 + 1.523 = NGVD29

No.	REVISION	By	Date

BOOK PAGE(S)
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FIELD XXX

DAVIS ROAD EXHIBIT

KESHAVARZ & ASSOCIATES
Civil Engineers • Land Surveyors
711 North Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Tel: (561) 689-8600 Fax: (561) 689-7476

DATE: 06/26/25	CHECKED: SFB	PROJECT No.	SHEET No.
SCALE:	APPROVED: SFB	25-1508	1 OF 1
DRAWN: SFB	DWG No: D25-1508		

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Village of Palm Springs

Executive Brief

AGENDA DATE: May 14, 2026

DEPARTMENT: Utilities

ITEM #5: Approval to Purchase Submersible Pumps - Utilities Department (FY 2026 Budget Funded - Water & Sewer Enterprise Fund) - PSI Technologies, Inc.

SUMMARY: The Utilities Department must replace sixteen (16) aging wastewater pumps at lift stations throughout the Village's utility service area with submersible pumps. Failures and inefficiencies were observed with the pumps, which had to be replaced. It's anticipated that the Village will save money by upgrading the pumps to newer, more reliable, and more efficient submersible pumps, thereby reducing electricity use and staff maintenance costs. Our utility customers will benefit from improved operational efficiency.

Note: To ensure the lowest possible price and to standardize the types of pumps, accessories, and repair services utilized within our utility processes, the Village issued an Invitation to Bid (ITB) and awarded contracts to three (3) qualified vendors — PSI Technologies, Inc. (WILO), Hudson Pump & Equipment (Barnes), and Wastewater Solutions, LLC (Boesch) on June 9, 2022. This selection by the Village of Palm Springs was completed through a competitive selection process – Submersible Wastewater Pumps, Accessories, and Service (ITB No. 2022B-010 - March 31, 2022).

The Village agreed to each of the three vendors' terms, conditions, and pricing. Each contract expires on June 8, 2027, with no additional renewal options.

Through the existing agreement with PSI Technologies, the staff was able to obtain the following proposed cost for the purchase of sixteen (16) submersible wastewater pumps:

Item	Amount
Lakewood Liftstation (2 Pumps)	$40,800.00
Lake Clarke Estates Liftstation (2 Pumps)	$19,200.00
Clinton Liftstation (2 Pumps)	$18,200.00
2400 Kirk Liftstation (2 Pumps)	$18,200.00
Lake Arbor Liftstation (2 Pumps)	$17,500.00
Mediterranean Liftstation (2 Pumps)	$17,000.00
Lakeside Village Liftstation (2 Pumps)	$16,750.00
Monica Liftstation (2 Pumps)	$16,750.00
Total	164,400.00

The approved FY 2026 Budget — Water & Sewer Fund included $165,000 for the purchase of replacement lift station pumps.

The proposed quotes were prepared by PSI Technologies and reviewed by the Utilities Supervisor, Utilities Director, Assistant Utilities Director, and Finance Director.

The Village has worked with the proposed vendors previously, and they have provided excellent service and quality products.

FISCAL IMPACT:

Funds to support the proposed purchase are available within the FY 2026 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.

ATTACHMENTS:

1. Liftstation Pump Quote - PSI Technologies, Inc.

PSI Technologies Inc
3520 Investment Lane Unit #3
Riviera Beach, Florida 33404
Phone: 561-660-0022 Email: tom@psi-techinc.com

Lakewood LS – 24.8 HP WILO Pump Replacement Quotation

Company:	Village of Palm Springs Utilities	Date:	03-27-2026
Contact:	Christopher White	Quote#:	TK0334-2026
Street:	2400 Kirk Rd.	Quote Valid:	60 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	(561) 309-4980	Shipping:	Included
Email:	cwhite@vpsfl.org	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
	Replacement for current 20 HP Homa pumps with 24.8 HP Wilo. Sized for 700 GPM @ 68' TDH / Original design = 520 GPM @ 68' Electrical = 230V/3PH		
2	Wilo pump model # FA10.65E-260/FK202-4/27 - 4" Submersible Pump, 24.8 HP, 1740 rpm 230V / 3phase / 67.4 FLA - w/50' Power & Thermal Cable Only, 260 mm impeller, includes SS Lifting Bail and 4"x6" HOMA pump adapter with gasket (installed).	$20,400.00	**$40,800.00**
	Pump curve attached for reference		
	List Price = $29,143.00		
	Lead Time / 4-6 weeks		
	Delivery Included		
	Total		**$40,800.00**

Accepted By / Date: _____

'Quality Products, Professionally Applied, Exceptional Service and Support'

Customer :
Reference :

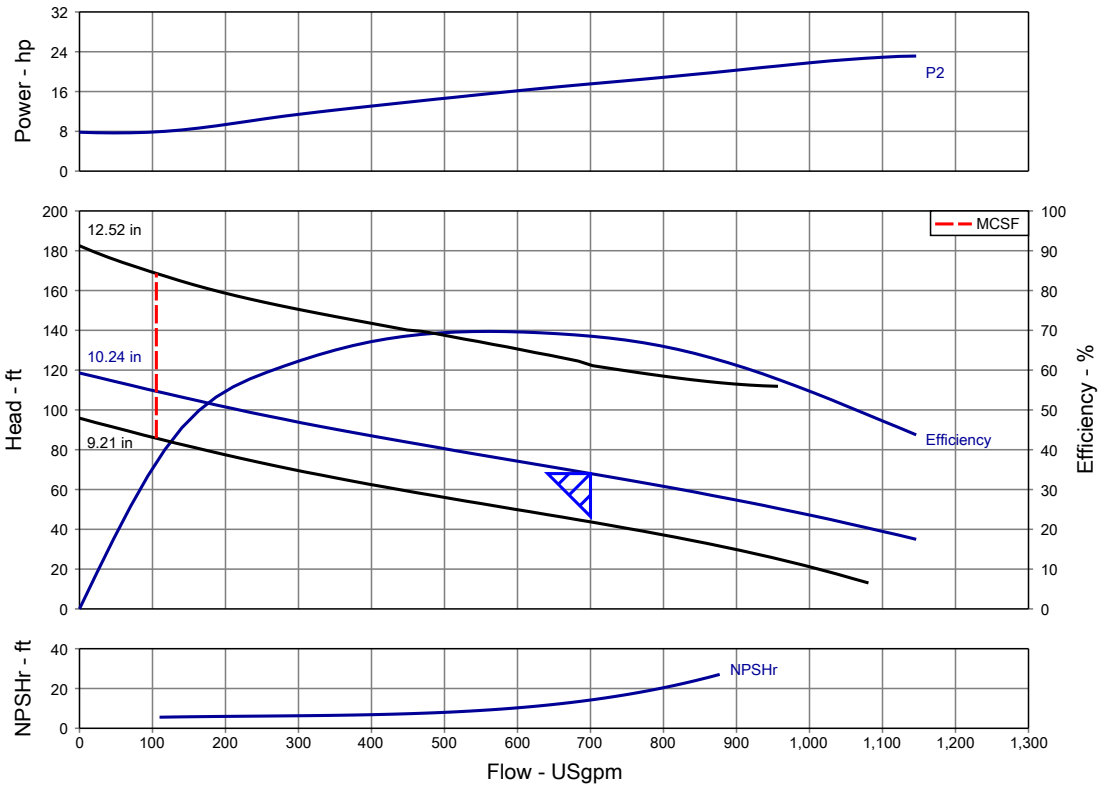
Pump Performance Datasheet

Wilo Quotation System 26.1.0

Item number	: 001	Size	: FA10.65E + FK202-4/27
Service	:	Stages	: 1
Quantity	: 1	Based on curve number	: FA10.65E 1740
Quote number	: 1085268	Article Number	:
		Date last saved	: 25 Mar 2026 8:50 PM

Operating Conditions	
Flow, rated	: 700.0 USgpm
Differential head / pressure, rated (requested)	: 68.00 ft
Differential head / pressure, rated (actual)	: 68.01 ft
Suction pressure, rated / max	: 0.00 / 0.00 psi.g
NPSH available, rated	: Ample
Site Supply Frequency	: 60 Hz
Performance	
Speed criteria	: Synchronous
Speed, rated	: 1745 rpm
Impeller diameter, rated	: 10.24 in
Impeller diameter, maximum	: 12.52 in
Impeller diameter, minimum	: 9.21 in
Efficiency	: 68.53 %
NPSH required / margin required	: 14.21 / 0.00 ft
Ns (imp. eye flow) / Nss (imp. eye flow)	: 1,342 / 7,306 US Units
MCSF	: 105.3 USgpm
Head, maximum, rated diameter	: 118.6 ft
Head rise to shutoff	: 74.31 %
Flow, best eff. point	: 559.3 USgpm
Flow ratio, rated / BEP	: 125.16 %
Diameter ratio (rated / max)	: 81.76 %
Head ratio (rated dia / max dia)	: 55.57 %
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00 / 1.34
Selection status	: Acceptable

Liquid	
Liquid type	: Water
Additional liquid description	:
Solids Diameter, required / pump max	: 0.00 in / 3.10 in
Solids concentration, by volume	: 0.00 %
Temperature, max	: 68.00 deg F
Fluid density, rated / max	: 1.000 / 1.000 SG
Viscosity, rated	: 1.00 cP
Vapor pressure, rated	: 0.34 psi.a
Material	
Material selected	: Standard
Pressure Data	
Maximum working pressure	: 51.31 psi.g
Maximum allowable working pressure	: N/A
Maximum allowable suction pressure	: N/A
Hydrostatic test pressure	: N/A
Driver & Power Data (@Max density)	
Driver sizing specification	: Maximum power
Margin over specification	: 0.00 %
Service factor	: 1.00
Power, hydraulic	: 12.02 hp
Power, rated	: 17.54 hp
Power, maximum, rated diameter	: 23.14 hp
Minimum recommended motor rating	: 24.81 hp / 18.50 kW



PSI Technologies · 3520 Investment Lane, Unit #3 · Riviera Beach, FL 33404
phone: (305) 998-1371 · fax: (561) 270-4236 · https://www.psi-techinc.com/

Construction Datasheet

FA10.65E + FK202-4/27

Customer	:	Quote Number	: 1085268
Customer Referance	:	Pump Size	: FA10.65E + FK202-4/27
Item Number	: 001	Stages	: 1
Service	:	Speed	: 1745 rpm
Quantity of Pumps	: 1	Date Last Saved	: 25 Mar 2026 8:50 PM

Duty Point Data

Flow	: 700.0 USgpm
Head	: 68.00 ft
Shaft Power	: 17.54 hp
Pump Efficiency	: 68.53 %
Fluid	: Water
Speed	: 1745 rpm

Construction

Installation Type	: Wet Pit	
Free Passage	: 3.10 in	
Suction Port	**Pressure Rating**	**PN10**
	Rated Diameter	**DN100**
	Standard	**EN1092-2-S**
Discharge Port	**Pressure Rating**	**PN10**
	Rated Diameter	**DN100**
	Standard	**EN1092-2-D**

Materials

Material Combination Code	: 185
Pump Housing	: Grey Cast Iron, ASTM A48 Class 35/40B
Impeller	: Grey Cast Iron, ASTM A536 Gr.80-55-06
Stationary Wear Ring	: ANSI 329
Mobile Wear Ring	: ANSI 329
Suction Port	: Grey Cast Iron, ASTM A48 Class 35/40B

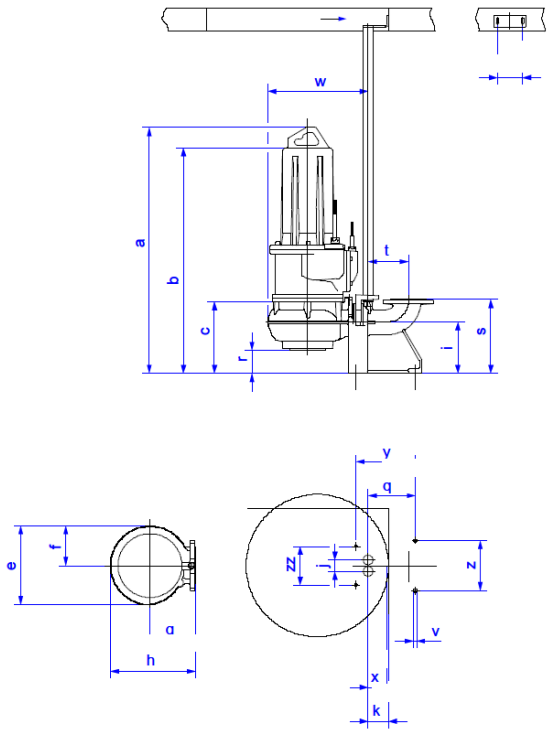
Weights

Weight of Pump End	: 169.8 lb
Weight of Motor	: 341.7 lb
Weight of Unit	: 511.5 lb

Driver Information

Motor Name	: FK 202-4/27
Motor Voltage	: 3/60/230V
Rated Power	: 24.81 hp
Rated Speed	: 1719 rpm
Power Input with Rated Power (P1)	: 30.25 hp
Current Input with Rated Power (FLA)	: 67.42 A
Efficiency with Rated Power	: 82.00 %
Cos Phi with Rated Power	: 0.84
Starting Current, Direct Starting (LRA)	: 290.00 A
Starting Current, Star-Delta	: 96.67 A
Starting Torque	: 2.84 hp/100 rpm
Inertia Moment	: 1.26 lb.ft2
Max. Fluid Temperature	: 140.0 deg F
Starts per Hour, Max.	: 15
Degree of Protection	: IP 68
Selected Explosion Protection	: -
Ex-Number	: -
Ex-Designation	: -

General Arrangment Drawing



Dimensions	
Well Type	Wet Pit
a	46.14
b = min water level	11.85
c	11.85
d	4.33
e	18.66
f	10.16
g	11.02
h	19.92
i	8.86
j	1.97
k	3.86
l	-
m	-
mm	-
n	-
o	-
p	-
q	8.11
r	4.92
s	12.80
t	6.93
v	0.53
w	22.48
x	3.54
y	10.24
z	8.66
zz	6.69

Dimensions		
Suction Port	**Rated Diameter**	DN100
	Pressure Rating	PN10
Discharge Port	**Rated Diameter**	DN100
	Pressure Rating	PN10

Certification Content	
Customer	
Customer P.O.	
Location	
Service	
Pump Size/Motor	FA10.65E + FK202-4/27
Article Number	
Item Number	001
DRWN	
CHKD	
APVD	

FA10.65E + FK202-4/27	
	REV

Special Note

1. All weights and dimensions are approximate and should not be used as exact rough-in dimensions
2. The General Arrangement is an orientation guide for dimensions only and is not to scale.
3. Actual pump/motor appearance may be different than the depicted general representation.
4. Dimensions are in inches.
5. b = Minimum water level for continuous motor operation

WILO USA LLC
Tel: (888) 945-6872
Web: www.wilo-usa.com

PSI Technologies Inc
3520 Investment Lane Unit #3
Riviera Beach, Florida 33404
Phone: 561-660-0022 Email: tom@psi-techinc.com

Lake Clarke Estates LS – 7.5 HP Grinder Pump Replacement Quotation

Company:	Village of Palm Springs Utilities	Date:	04-20-2026
Contact:	Lazaro Farrey	Quote#:	TK428-2026
Street:	2400 Kirk Rd.	Quote Valid:	60 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	(561) 324-8855	Shipping:	Included
Email:	lfarrey@vpsfl.org	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
	Replacement for 7.5 HP Pump with 7.5 HP Grinder Sized for 425 GPM @ 19' TDH **Electrical = 230V/3PH**		
2	PSI-Technologies – Liberty grinder pump model # LGF073A0760S2SECB-3 - 4" Submersible Grinder Pump with cutter technology, 7.5 HP, 1750 rpm 230V / 3phase / 25 FLA - w/35' Power & Thermal Cable Heavy Duty Quick Disconnect Cords, 7.6" impeller, includes SS Lifting Bail and 4" Barneys pump flange adapter (installed).	$9,600.00	**$19,200.00**
	Pump curve attached for reference		
	List Price = $13,714.00		
	Lead Time / 2-3 weeks		
	Delivery Included		
	Total		**$19,200.00**

Accepted By / Date: _____

'Quality Products, Professionally Applied, Exceptional Service and Support'

Liberty Pumps®

Engineered Products

LGF07-Series
High-flow Grinder

7.5 hp

Ordinary Location

60 Hz



- V-Slice® Cutter Technology
- Dual seal
- 4" 150# ANSI® (DIN 100-PN10) horizontal discharge
- Stainless steel impeller
- Standard Quick-connect power and control cords

Technical Data

Performance Curve

Dimensional Data

Specifications and Construction

Patents/Patents Pending: See www.LibertyPumps.com/LEP/patents



Proudly built in the USA with US and global components

Submersible Wastewater Pump Association SWPA MEMBER

C SP US

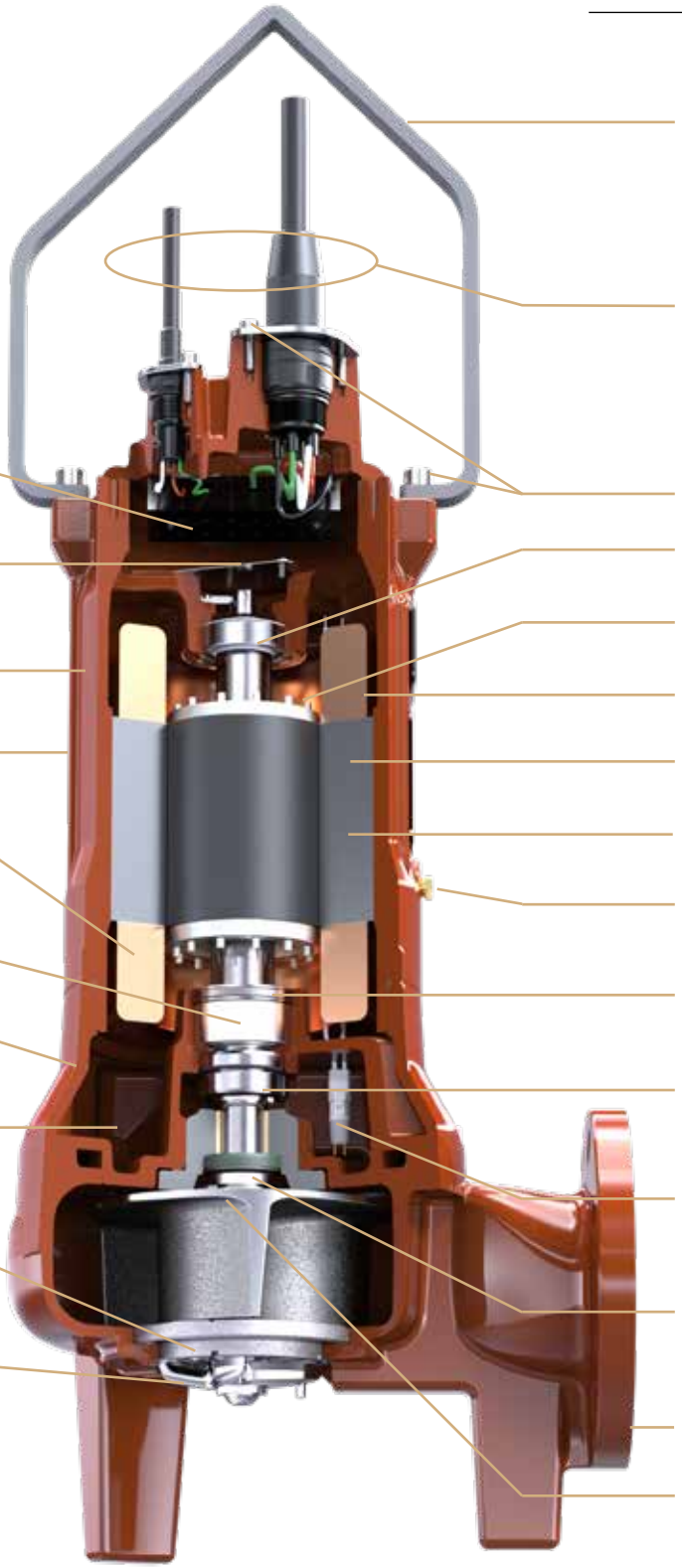
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Technical Data

LGF07-Series - 60 Hz



Optional heavy-duty quick-connect cords



Stainless steel lifting bale - sized for ease of use

Standard quick-connect cords

Terminal block for internal wiring

Rotor shaft grounding brush protects bearings during VFD operation (3-phase models)

Heavy-duty Class 30 cast iron motor housing

Protective powder coat finish

Press fit stator enhances heat transfer allowing for cooler motor temperatures

Lower bearing double row angular contact ball bearing

Buna-N O-rings seal all joints

MidTherm™ Cooling allows oil to be cooled by pumped media

440 stainless steel cutter plate spiraled for solids clearing, hardened to 58Rc

440 stainless steel rotary cutter hardened to 58Rc

All hardware 316 stainless steel

Upper deep groove ball bearing

Oil-filled motor chamber cools motor and lubricates bearings

Inverter duty rated Class H insulation

NEMA® IE3 premium efficiency motor construction

One-piece 416 stainless steel rotor shaft

Stator locking pin prevents stator movement

Bearing locking ring eliminates axial shaft movement

Upper (inner) seal – carbon graphite sintered on silicon carbide with Viton® elastomers and stainless steel components

Seal leak detection, 2-probe sensor with resistor

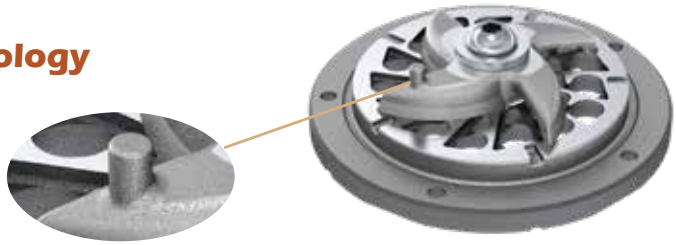
Lower (outer) seal – dense silicon carbide on graphite impregnated silicon with Viton® elastomers and stainless steel components

4" 150# ANSI® (DIN 100–PN10) flange

Stainless steel impeller

NEW!

WadBuster™ Technology
disburses material and helps reduce wadding on the cutter head, improving flow and cutting performance



Patents/Patents Pending: See www.LibertyPumps.com/LEP/patents

Technical Data

LGF07-Series - 60 Hz

Model Number	LGF072A	LGF073A	LGF074A	LGF075A
HP	7.5	7.5	7.5	7.5
Volts	230	200/230*	460	575
Phase	1**	3	3	3
Hz	60	60	60	60
RPM	1750	1750	1750	1750
FLA	41	29/25	12	10
LRA	129	120	59.3	38.9
Max kW Input	8.9	8.3	8.3	8.2
NEMA Code	–	A	A	A
Service Factor	1	1	1	1
Power Factor (%)	98	80	80	80
KVA Code	F	M	M	K
Std Impeller Diameter (in)	7.6	7.6	7.6	7.6
Shut-Off Head w/Std Impeller (ft)	47	47	47	47
Min Head w/Std Impeller (ft)	10	10	10	10
Max Flow @ Min Head (GPM)	465	465	465	465
Power Cord Type & Diameter	Type W, 1 in	Type W, 1 in	SOOW,0.72 in	SOOW,0.72 in

** System voltages: 208 and 240 volts with utilization voltages: 200 and 230 volts. These pumps are able to be rewired to 460 volts in the field.*

*** Single-phase motors require capacitors. Liberty Pumps control panel or capacitor kits are recommended for proper operation and warranty. Refer to "Control Panel" section.*

Technical Data

LGF07-Series - 60 Hz

Motor Insulation Class	H 180°C
Max Stator Temp	125°C if thermostats are connected
Impeller Type	Semi-Open
Impeller Material	Stainless Steel
Control Cord Type & Diameter	18/5 SOOW, 0.375 in
Power Cord Length (Options)	35, 50, 100 ft
Heavy-duty Quick-connect Cords	Optional
Upper (Inner) Seal Material	Carbon Graphite Sintered - Rotating Silicon Carbide - Stationary Viton® Elastomers
Lower (Outer) Seal Material	Dense Silicon Carbide - Rotating Graphite Impregnated Silicon Carbide - Stationary Viton® Elastomers
Max Water Temp for Continuous Duty	40°C
Min Fluid Level for Continuous Operation	Motor Housing Fully Submerged
Fluid pH Range	4–10
Starts Per Hour	30
Shaft Material	416 Stainless Steel
Fastener Material	316 Stainless Steel
O-Ring Elastomers	Buna-N

Upper Bearing	Single Row Deep Groove
Lower Bearing	Double Row Angular Contact
Oil Type	ISO® VG10 Turbine Oil
Max Submersion Depth	75 ft
Discharge (Std)	Horizontal 4-inch 150# ANSI® (DIN 100-PN10)
Protective External Finish	Powder Coat
Seal Fail Detection	Dual Probe - 2 Wire with Resistor 200K ohm Resistance
Thermal Protection	1-phase - 2 Hermetically Sealed Thermostats 3-phase - 3 Hermetically Sealed Thermostats 125°C Opening Temperature 105°C Closing Temperature 3A @ 120VAC, 1A @ 240 VAC
Volute Material	Class 30 Cast Iron
Pump Weight	270 lbs (approx)
Cuts Per Minute	200,000
Cutter Material	Hardened 440 Stainless Steel
Certifications	CSA Certified to CSA and UL® Standards
Features	IE3 Level Premium Efficient Motor in accordance with NEMA® MG1. Inverter Duty rated magnet wire and insulation for use with PWM Type VFDs in accordance with NEMA® MG1 Parts 30 and 31. Rotor Shaft Grounding Brush standard. Moisture sensing probe with integrated resistor. Serviceable cutter and cutter plate.

Specifications are subject to change without notice.

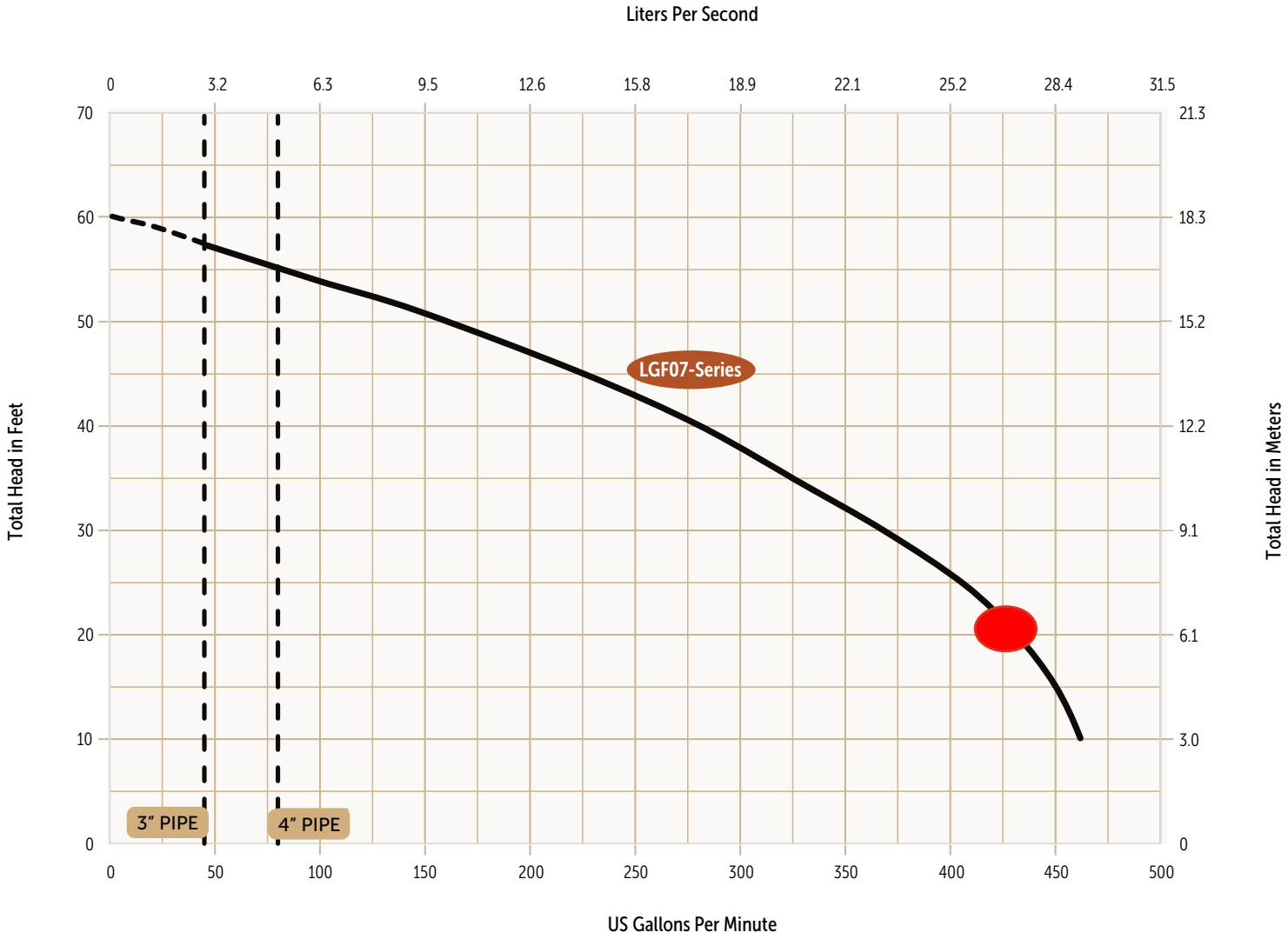
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Phone 800-543-2550 - Fax 585-494-1839 - www.LibertyPumps.com/LEP

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Performance Curve

LGF07-Series - 60 Hz



Pumps must operate within the Allowable Operating Range (AOR), which is indicated by the solid performance curve on the chart. Pumps operating outside the AOR can be prone to excessive vibration, cavitation, poor efficiency, and may exceed nameplate amperage ratings.

Specifications are subject to change without notice.

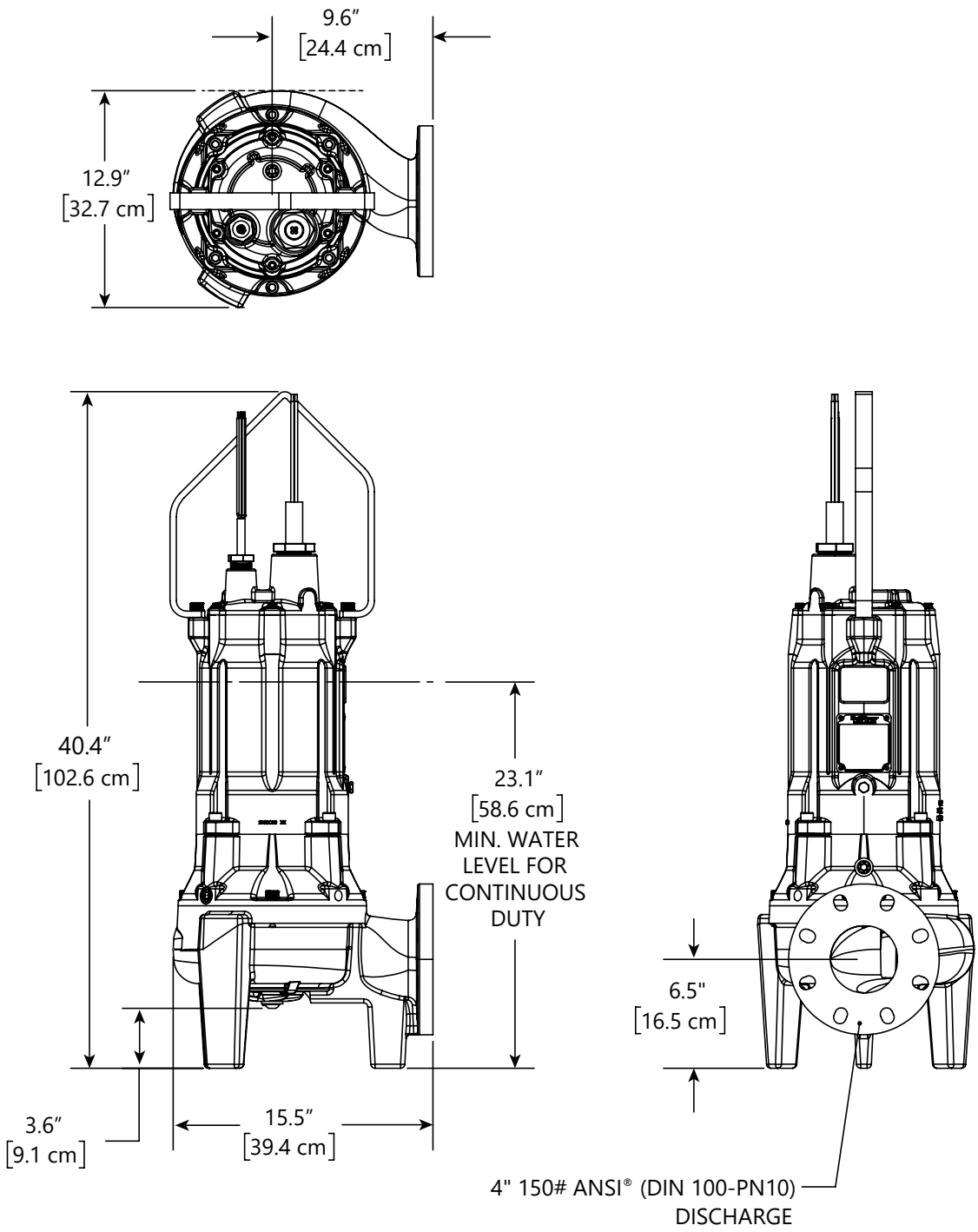
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Dimensional Data

LGF07-Series - 60 Hz



Specifications are subject to change without notice.

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Specifications and Construction

LGF07-Series - 60 Hz

GENERAL

The contractor shall provide labor, material, equipment, and incidentals required to provide _____ (QTY) sewage grinder pumps as specified herein. The pump models covered in this specification are LGF072A, LGF073A, LGF074A, and LGF075A grinder pumps. The pump furnished for this application shall be model __ manufactured by Liberty Pumps.

OPERATING CONDITIONS

Each submersible pump shall be rated at 7.5 hp, _____ volts, _____ phase, 60 Hz, 1750 RPM. The unit shall produce _____ GPM at _____ feet of total dynamic head.

The submersible pump shall be capable of handling residential and commercial sewage and grinding it to a fine slurry, enabling it to be pumped over long distances. The LGF07-Series submersible pump shall have a shut-off head of 47 feet and a max flow of 465 GPM @ 10 feet.

CONSTRUCTION

Each centrifugal sewage grinder pump shall be equal to the certified LGF07-Series pumps manufactured by Liberty Pumps, Bergen NY. The casting enclosing the motor shall be constructed of Class 30 cast iron. The motor housing shall be oil-filled to dissipate heat. Air-filled motors shall not be considered equal since they do not properly dissipate heat from the motor. Mating parts shall be machined and sealed with a Buna-N O-ring. All fasteners exposed to the process fluid shall be stainless steel. The motor shall be protected on the top side with a sealed cast iron cord entry plate, which is potted to prevent water from entering through the cord. The motor shall be protected on the lower side with a dual mechanical seal arrangement and an oil-filled intermediate chamber. The upper (inner) seal shall be a two-piece mechanical seal with a carbon rotating and a ceramic stationary face. The lower (outer) seal shall be a two-piece mechanical seal with a silicon carbide rotating and a graphite impregnated silicon carbide stationary face. The upper and lower bearings shall be sized to properly to withstand radial and thrust loads produced throughout the full operating range of the pump.

POWER AND CONTROL CORD

The submersible pump shall be supplied with 35, 50, or 100 feet of a multi-conductor cord of type W for models LGF072A and LGF073A and type SOOW for models LGF074A and LGF075A. These type W and SOOW power cords carry a voltage rating of 600 V, a temperature rating of 90°C, have oil-resistant insulation, are water- and weather-resistant, UL-listed, and CSA-approved.

The power cord shall be sized for the rated full load amps of the pump for continuous duty in accordance with the NEC®. A separate type SOOW control cord of equal length shall also exit the pump. Both the standard quick-connect power and control cords shall have a molded Neoprene plug held in place with a stainless steel compression plate. The plugs engage a receptacle with molded-in electrical pins, all of which shall be protected by a cast iron housing. The motor shall be protected from moisture via these two sealing methods: the plug to receptacle and receptacle to cast iron housing. The power and control cord leads shall be connected to the motor leads via a terminal block. The standard quick-connect cords offer quick cord replacement without the need to send the entire pump to an authorized repair facility and allows for pump maintenance without disturbing electrical boxes or control panels.

HEAVY-DUTY QUICK-CONNECT CORDS *(OPTIONAL)*

An optional heavy-duty quick-connect cord shall offer quick cord replacement without the need to send the entire pump to an authorized repair facility. This shall also allow for pump maintenance without disturbing electrical boxes or control panels. A terminal block shall be used for internal wire connections.

BEARINGS AND SHAFT

The shaft shall be supported by two ball bearings. The top bearing shall be a single row deep groove radial contact ball bearing and the lower bearing shall be a double row angular contact ball bearing designed to handle the radial and axial forces incurred by pumping. The lower bearing shall be positively retained by a threaded bearing retaining nut, which eliminates any axial movement or rotation of the outer bearing race. Both bearings shall be permanently lubricated by the oil that fills the motor housing. Pump designs requiring scheduled bearing maintenance shall not be considered equal. Pumps with single row lower bearings or sleeve bearings shall not be considered equal. The bearing system shall be sized to provide a minimum of 100,000 hours B10 bearing life throughout the operating range of the pump. Pumps that only provide a 50,000s hour B10 bearing life shall not be considered equal.

The motor shaft shall be made of 416 stainless steel. The motor shaft shall be constructed from a single piece of stainless steel. Spin-welded shafts shall not be considered equal. The shaft shall be designed to withstand the maximum torque and radial loads present during startup and normal operation. Shafts of carbon steel or chrome-plated shafts shall not be considered equal.

Liberty Pumps®
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MOTOR

The motor shall be oil-filled, inverter duty, Class H insulated, NEMA® A design (3-phase models), and rated for continuous duty. Since air-filled motors are not capable of dissipating heat efficiently, they shall not be considered equal. The midchamber design utilizing ***MidTherm™ Cooling*** technology shall allow for oil in the motor chamber to reject heat to the pumped media and provide cooling to the motor. This motor design shall provide significantly reduced operating temperatures. Pumps requiring an auxiliary cooling means shall not be considered equal.

The motor shall be constructed to meet IE3 premium efficiency standards in accordance with NEMA® MG1. The copper stator windings shall be insulated with moisture-resistant Class H insulation materials, rated for 180°C per NEMA® MG1 1.66. The maximum continuous temperature of pumped liquids shall be 40°C. The winding operating temperature at rated horsepower and service factor shall be a maximum of 125°C @ 40°C ambient.

Motor shall have UL-approved thermostats mounted directly on the stator windings. Motor shall have three thermostats, one on each phase, on models LGF072A, LGF073A, LGF074A, and LGF075A. The thermostat leads of the control cord shall be connected to a motor control relay in the control panel.

Motor service factor shall be 1.0 under normal conditions and 1.0 when operated on a Variable Frequency Drive (VFD) per MG1 standard. Motor shall have a voltage tolerance of ±10% from nominal. Motor shall meet the requirements of NEMA® MG1 Part 30 and 31 for operation on Pulse Width Modulation type VFD with inverter duty rated magnet wire and insulation. Motor shall be capable of handling up to 30 evenly-spaced starts per hour without overheating.

SEALS

The pump shall have two shaft seals separated by an oil chamber. Pumps utilizing single seal technology shall not be considered equal. A leak detection probe shall be positioned in the oil chamber and shall allow for continuous monitoring for lower (outer) seal failure. The lower seal shall be a two-piece design that is easily serviceable. Shaft seals shall not require scheduled maintenance. The upper (inner) seal shall be carbon on ceramic and the lower seal shall be silicon carbide on graphite impregnated silicon carbide. Both seals shall include stainless steel housings and Viton® elastomers.

IMPELLER

The impeller shall be stainless steel. The impeller shall be dynamically balanced, keyed, and bolted onto the motor shaft.

CONTROL PANEL

All LGF07-Series pumps require a control panel. The control panel shall be equipped with circuit breakers and adjustable overload devices to protect against excess current or electrical problems. This device shall be sized appropriately for the pump model(s) being controlled.

The control panel shall include thermal overload relay(s) that shall shut down the pump in the event the thermostats in the motor open. Thermostats are designed to open at 125°C.

The control panel shall include a seal fail monitoring device that shall indicate a primary seal failure. The seal fail monitoring device shall be capable of monitoring the resistance of the seal failure probe in the pump. The sensitivity of the seal fail monitoring device shall be adjustable from approximately 1KΩ to at least 250kΩ.

Pump Model	Voltage	Control Panel Model			
		Fiberglass Enclosure		Stainless Steel Enclosure	
		Duplex	Simplex	Duplex	Simplex
LGF072A	230	LED2-50A	LES2-50A	LEDS2-50A	LESS2-50A
LGF073A	200/230	LED3-35	LES3-35	LEDS3-35	LESS3-35
LGF074A	460	LED3-35	LES3-35	LEDS3-35	LESS3-35
LGF075A	575	LED5-20	LES5-20	LEDS5-20	LESS5-20

CUTTER MECHANISM

The cutter and plate shall consist of hardened 440 stainless steel with a Rockwell C hardness of 55-60. The stationary cutter plate shall have specially designed orifices through it, which enable the slurry to flow through the pump housing at an equalized pressure and velocity. The stationary cutter plate shall feature V-Slice® Cutter Technology. This superior cutting system consists of V shapes to maximize cutting action and exclusion slots to outwardly eject debris from under the rotary cutter. The rotary cutter shall have four cutting blades and be designed with a recessed area behind the cutting edge to reduce the accumulation and binding of any material between the rotary cutter and the stationary cutter plate. The rotary cutter also features WadBuster™ Technology, which uses a small protruding nub on the blade to disburse material and reduce wadding on the cutter head when grinding bulkier items. The rotary cutter shall be keyed to the motor shaft. The cutter shall be capable of 200,000 cuts per minute. The cutting system shall incorporate close tolerances for optimum performance. Ring or radial cutters, or those that grind on the outside circumference, shall not be considered equal.

Liberty Pumps®
Engineered Products

SHAFT GROUNDING BRUSH

Three-phase pumps shall be equipped with a shaft grounding brush. Pumps not utilizing a current mitigation technology shall not be considered equal.

QUALITY CONTROL

The pump shall be manufactured in an ISO® 9001 certified facility. Manufactured in the USA with US and global components.

SUPPORT

The pump shall have cast iron support legs, enabling it to be a freestanding unit. The legs shall be high enough to allow solids and long stringy debris to enter the pump inlet.

PROTECTIVE FINISH

The exterior of the casting shall be protected with a corrosion-resistant baked-on powder coat.

TESTING

The pump shall have a ground continuity check and undergo a hi-pot test for electrical integrity, moisture content, and insulation defects. The motor housing and midchamber shall be pressurized and an air leak decay test performed to ensure integrity of the assembled unit. The pump shall be run at rated voltage to verify current, performance curve and monitor operation. Certified performance testing is available upon request.

APPLICATIONS

- Municipal Engineered Lift Stations
- Storm Water Removal
- Wastewater Transfer
- Industrial Wastewater
- Treatment Plants

MATERIAL FEATURES
PUMP:

- Grinder
- Discharge - Horizontal 4", 150# ANSI® (DIN-100 PN10)
- Seals - Dual Mechanical with Viton® Elastomers, Upper (Inner) - Carbon Graphite Sintered on Silicon Carbide; Lower (Outer) - Dense Silicon Carbide on Graphite Impregnated Silicon
- Construction - Cast Iron ASTM A48, Class 30, 30,000# Tensile Strength, Protected with a Corrosion-Resistant Baked-on Powder Coating
- Hardware - 316 Stainless Steel
- O-ring Seals - Buna-N
- Stainless Steel Impeller - Precision Balanced
- Hardened 440 Stainless Steel Cutter and Cutter Plate
- Cuts Per Minute - 200,000
- Thermal Sensors and Moisture Detection System
- Optional:
  - Heavy-duty Quick-connect Power and Control Cords
  - Cord Length Options (feet) - 35, 50, 100
  - Trimmed Impeller

MOTOR:

- 1-Phase - 230V, 1750 RPM
- 3-Phase - 200/230, 460, 575V, 1750 RPM
- Inverter Duty, Class H Insulation, NEMA® A Design (3-phase models)
- Oil-filled Motor Housing
- Cast Iron Housing with **MidTherm™ Cooling** deep sump design for Improved Heat Dissipation
- Continuous Duty Operation
- Bearings
  - Upper - Single Row Deep Groove Radial Contact
  - Lower - Double Row Angular Contact

Liberty Pumps®

Engineered Products

LIMITED WARRANTY

Liberty Pumps, Inc. warrants that pumps of its Engineered Product line are free from all factory defects in material and workmanship for a period of 18 months from the date of installation or 24 months from the date of manufacture, whichever occurs first, and provided that such products are used in compliance with their intended applications as set forth in the Liberty Engineered Products specifications and technical manuals. The date of installation shall be determined by a completed pump start-up report and warranty registration form.

A pump startup report, filled out by a qualified installer, is required for warranty to take effect. The report must be submitted within 30 days from the installation date and submitted through the Liberty Pumps website. During the warranty period, the manufacturer's obligation, and at its discretion, shall be limited to the repair or replacement of any parts found by the manufacturer to be defective, provided the product is returned freight prepaid to the manufacturer or its authorized service center, and provided that none of the following warranty-voiding characteristics are evident:

The manufacturer shall not be liable under this Warranty if the product has not been properly installed or maintained in accordance with the printed instructions provided; if it has been disassembled, modified, abused or tampered with; if the pump discharge has been reduced in size; if the pump has been used in water temperatures above those shown in the specifications; if the thermal overload(s) and seal moisture probe(s) have not been properly connected (where equipped); if the pump has been used in water containing sand, lime, cement, gravel or other abrasives; if the product has been used to pump chemicals or hydrocarbons; if the product has been moved from its original installation location, or if the label bearing the serial and code number has been removed.

Liberty Pumps, Inc. shall not be liable for any loss, damage or expenses resulting from installation or use of its products, or for consequential damages, including field labor costs, travel expenses, rental equipment, costs of removal, reinstallation or transportation to and from the factory or an authorized Liberty Pumps repair facility.

There is no other express warranty. All implied warranties, including those of merchantability and fitness for a particular purpose, are limited to 18 months from the date of installation or 24 months from the manufacturing date. This Warranty contains the exclusive remedy of the purchaser, and, where permitted, liability for consequential or incidental damages under any and all warranties are excluded.

Specifications are subject to change without notice.

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Phone 800-543-2550 - Fax 585-494-1839 - www.LibertyPumps.com/LEP

PSI TECHNOLOGIES INC - STANDARD TERMS OF SALE - PARTS & SERVICE

I. **Applicable Terms**. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

2. **Payment**. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller' s Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice, unless other terms are agreed upon by both parties. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys ' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.

3. **Delivery**. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller' s Documentation provides otherwise, Delivery terms are F.O.B. Prepaid and Add Destination.

4. **Ownership of Materials**. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer' s use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.

5. **Changes**. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.

6. **Warranty**. Subject to the following sentence, "Supplier warrants to Purchaser that the Equipment shall materially conform to the description in Supplier's RFP and shall be free from defects in material and workmanship. Supplier shall have no other liability to Purchaser under warranty, tort or any other legal theory. If Purchaser gives Supplier prompt written notice of breach of this warranty within ninety days (90) on electrical supplies, one (1) year on mechanical supplies from delivery, (the "Warranty Period"). Supplier shall, at its sole option and as Purchaser's sole remedy, repair or replace the subject parts or refund the purchase price thereof If Supplier determines that any claimed breach is not, in fact, covered by this warranty, Purchaser shall pay Supplier its then customary charges for any repair or replacement made by Supplier and there shall be a thirty-five percent (35%) re-stocking charge. Supplier's warranty is conditioned on Purchaser's (a) operating and maintaining the Equipment in accordance with Supplier's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Supplier. Supplier's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation. THEWARRANTIES SET FORTH IN THIS SECTION ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY BELOW. SUPPLIER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE."

7. **Indemnity**. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller ' s indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

8. **Force Majeure**. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.

9. **Cancellation**. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension. Certain Products and Materials are “Made to Order” therefore cancellation will not be allowed, and Buyer takes full responsibility of total costs of such items if cancelled

10. **LIMITATION OF LIABILITY**. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

11. **Miscellaneous**. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Florida without regard to its conflict of law provisions.

PSI Technologies Inc
3520 Investment Lane Unit #3
Riviera Beach, Florida 33404
Phone: 561-660-0022 Email: tom@psi-techinc.com

Clinton LS – 7.5 HP Grinder Pump Replacement Quotation

Company:	Village of Palm Springs Utilities	Date:	03-27-2026
Contact:	Lazaro Farrey	Quote#:	TK0333-2026
Street:	2400 Kirk Rd.	Quote Valid:	60 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	(561) 324-8855	Shipping:	Included
Email:	lfarrey@vpsfl.org	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
	Replacement for 10 HP Flygt Pump with 7.5 HP Grinder Sized for 229 GPM @ 62' TDH per draw down Electrical = 230V/3PH		
2	PSI-Technologies – Liberty grinder pump model # LGV073A0620S2SBJB-5 - 3" Submersible Grinder Pump with cutter technology, 7.5 HP, 3450 rpm 230V / 3phase / 26 FLA - w/50' Power & Thermal Cable Heavy Duty Quick Disconnect Cords, 6.2" impeller, includes SS Lifting Bail and 3" x 4" BPI flange adapter – Flygt Compatible (installed).	$9,100.00	**$18,200.00**
	Pump curve attached for reference		
	List Price = $13,000.00		
	Lead Time / 4-6 weeks		
	Delivery Included		
	Total		**$18,200.00**

Accepted By / Date: _____

'Quality Products, Professionally Applied, Exceptional Service and Support'

Liberty Pumps®

Engineered Products

LGV07-Series
LGH07-Series
Grinder

7.5 hp

Ordinary Location

60 Hz



Patent: See
www.LibertyPumps.com/LEP/patents

- V-Slice® Cutter Technology
- Dual seal
- 2", 2.5" & 3" ANSI® horizontal discharge with 2" NPT
- Stainless steel impeller
- Standard Quick-connect power and control cords

Omnivore® Grinders

Technical Data

Performance Curve

Dimensional Data

Specifications and Construction



Optional 2"/3"
vertical discharge

Proudly built in the USA with
US and global components

Submersible Wastewater Pump Association SWPA MEMBER

C SP US

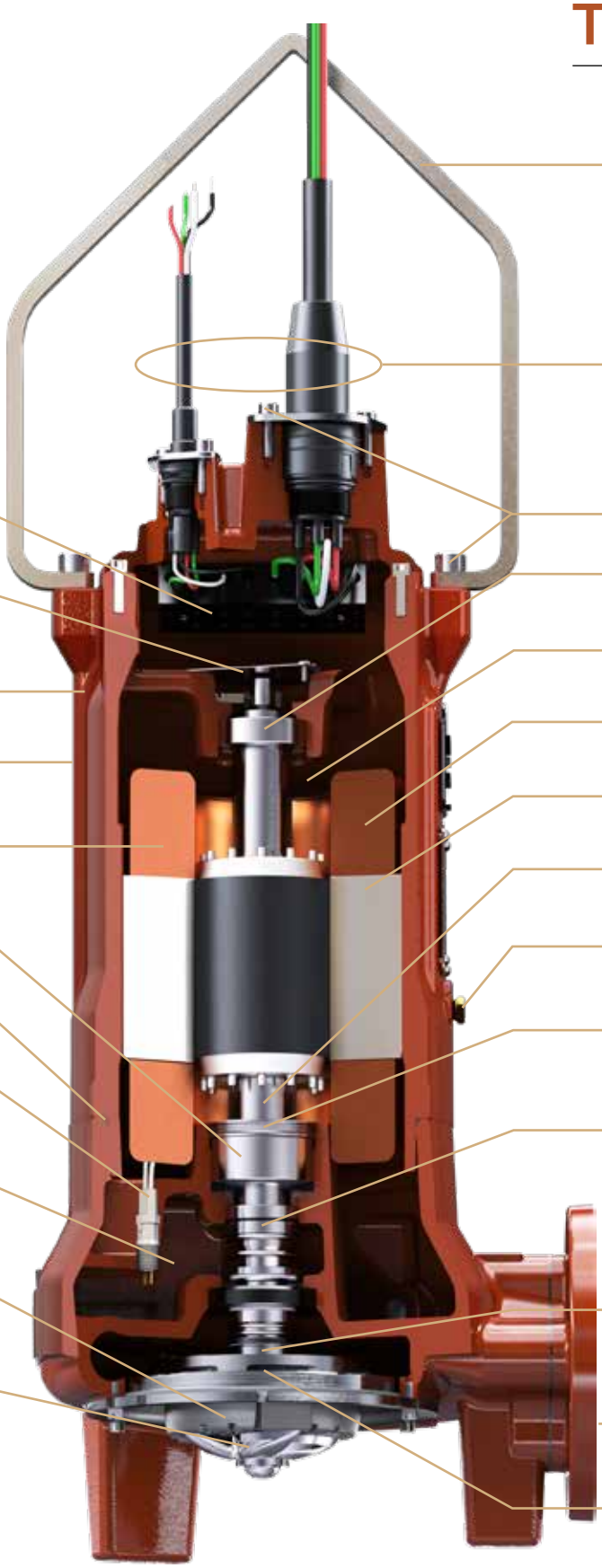
Liberty Pumps
Engineered Products

Technical Data

LGV07/LGH07-Series - 60 Hz



Optional Heavy-duty Quick-connect cords



SS lifting bale - sized for ease of use

Standard Quick-connect cords

Terminal block for internal wiring

Rotor shaft grounding brush protects bearings during VFD operation

Heavy duty class 30 cast iron motor housing

Protective powder coat finish

Press fit stator enhances heat transfer allowing for cooler motor temperatures

Lower bearing double row angular contact ball bearing

Buna-N O-rings seal all joints

Seal leak detection, 2-probe sensor with resistor

MidTherm™ Cooling
Allows oil to be cooled by pumped media

440 SS cutter plate spiraled for solids clearing, hardened to 58Rc

440 SS rotary cutter hardened to 58Rc

All hardware 316 SS

Upper deep groove ball bearing

Oil-filled motor chamber cools motor and lubricates bearings

Inverter duty rated Class H insulation

NEMA® IE3 Premium Efficiency motor construction

One piece 416 SS rotor shaft

Stator locking pin prevents stator movement

Bearing locking ring eliminates axial shaft movement

Upper (inner) seal – carbon on ceramic with Viton elastomers and SS components

Lower (outer) seal – silicon carbide on graphite impregnated silicon carbide with Viton elastomers and SS components

2", 2.5" & 3" 150# ANSI flange with 2" NPT

Stainless steel impeller

Vertical Discharge Option



2" NPT with 3" NPT flange

Patent: See
www.LibertyPumps.com/LEP/patents

Technical Data

LGV07/LGH07-Series - 60 Hz

Model Number	LGH073A	LGH074A	LGH075A	LGV073A	LGV074A	LGV075A
HP	7.5	7.5	7.5	7.5	7.5	7.5
Volts	200/230*	460	575	200/230*	460	575
Phase	3	3	3	3	3	3
Hz	60	60	60	60	60	60
RPM	3450	3450	3450	3450	3450	3450
FLA	32/28	14.25	11.5	30/26	13	10.12
LRA	210	105	76.5	210	105	76.5
Max kW Input	10.4	10.6	10.7	9.8	9.6	9.8
NEMA Code	A	A	A	A	A	A
Service Factor	1	1	1	1	1	1
Power Factor (%)	94	94	95	94	94	95
KVA Code	M	M	M	M	M	M
Std Impeller Diameter (in)	7.4	7.4	7.4	6.2	6.2	6.2
Shut-Off Head w/Std Impeller (ft)	180	180	180	142	142	142
Min Head w/Std Impeller (ft)	20	20	20	10	10	10
Max Flow @ Min Head (GPM)	120	120	120	225	225	225
Power Cord Type & Diameter	Type W, 1 in	SOOW,0.72 in	SOOW,0.72 in	Type W, 1 in	SOOW,0.72 in	SOOW,0.72 in

** System voltages: 208 and 240 volts with utilization voltages: 200 and 230 volts. These pumps are able to be rewired to 460 volts in the field.*

Technical Data

LGV07/LGH07-Series - 60 Hz

Motor Insulation Class	H 180°C
Impeller Type	Semi-Open
Impeller Material	Stainless Steel
Control Cord Type & Diameter	18/5 SOOW, 0.375 in
Power Cord Length (Options)	35, 50, 100 ft
Standard Quick-connect Cords	Standard
Heavy-duty Quick-connect Cords	Optional
Upper (Inner) Seal Material	Carbon - Rotating Ceramic - Stationary Viton Elastomers
Lower (Outer) Seal Material	Silicon Carbide - Rotating Graphite Impregnated Silicon Carbide - Stationary Viton Elastomers
Max Water Temp for Continuous Duty	40°C
Min Fluid Level for Continuous Operation	Motor Housing Fully Submerged
Fluid pH Range	4–10
Starts Per Hour	30
Shaft Material	416 Stainless Steel
Fastener Material	316 Stainless Steel

O-Ring Elastomers	Buna-N
Upper Bearing	Single Row Deep Groove
Lower Bearing	Double Row Angular Contact
Oil Type	ISO VG10 Turbine Oil
Max Submersion Depth	75 ft
Discharge (Std)	Horizontal, 2 in, 2.5 in & 3 in 150# ANSI with 2 in NPT
Discharge (Optional)	Vertical, 2 in & 3 in NPT
Protective External Finish	Epoxy Powder Coat
Seal Fail Detection	Dual Probe - 2 Wire with Resistor 200K ohm Resistance
Thermal Protection	3 Hermetically Sealed Thermostats 125°C Opening Temperature 105°C Closing Temperature 3A @ 120VAC, 1A @ 240 VAC
Volute Material	Class 30 Cast Iron
Pump Weight	280 lbs
Cuts Per Minute	Over 400,000
Cutter Material	Hardened 440 Stainless Steel
Certifications	CSA Certified to CSA and UL® Standards CAN/CSA C22.2 No. 108-14 ANSI/UL 778 6th Ed

Specifications are subject to change without notice.

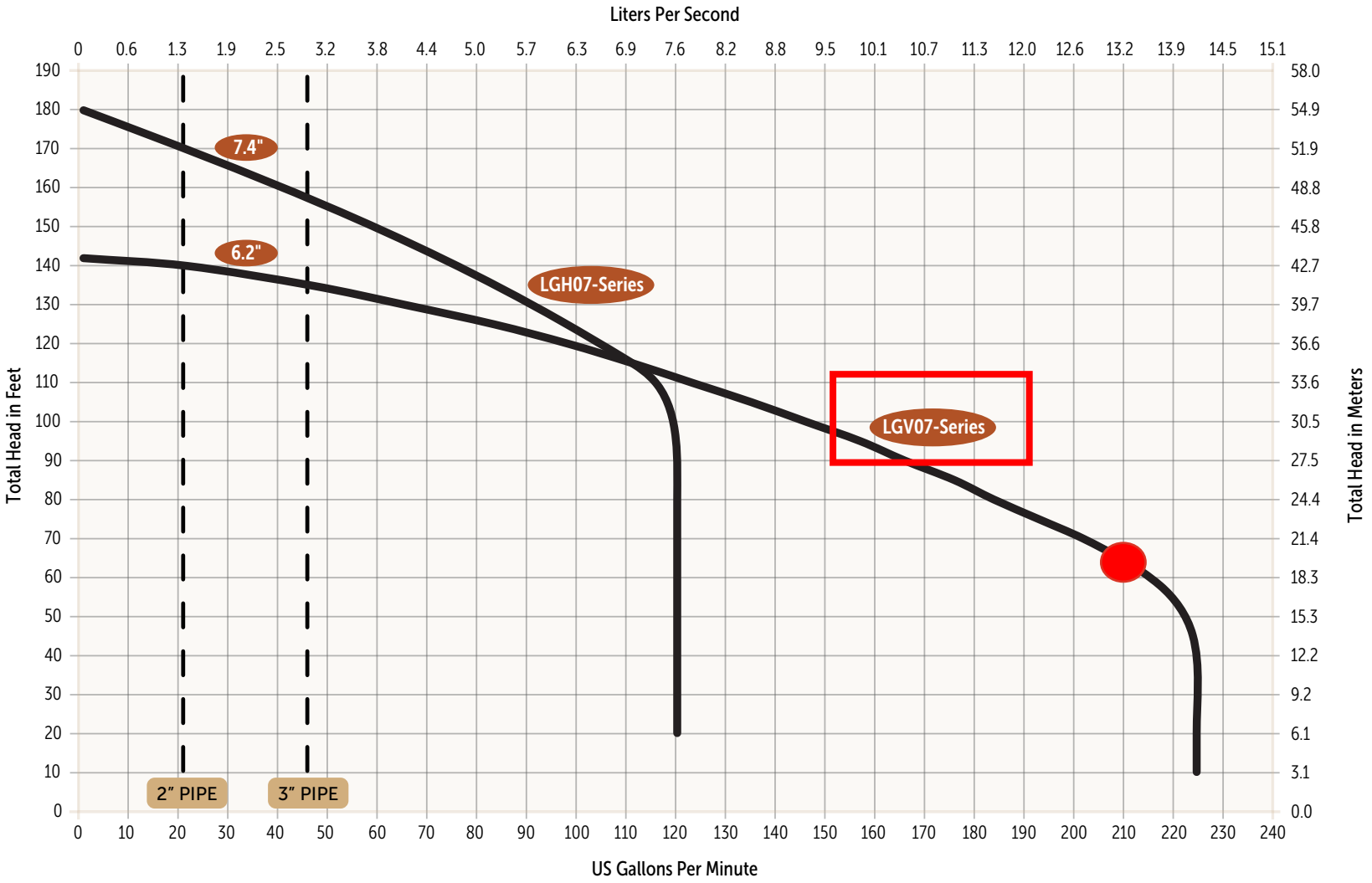
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Performance Curve

LGV07/LGH07-Series - 60 Hz



Pumps must operate within the proper range shown on the performance chart. It is the responsibility of the end user to ensure this requirement is met. Pumps operating outside the recommended range are prone to damage, excessive vibration, cavitation, poor efficiency, and may exceed nameplate amperage.

Specifications are subject to change without notice.

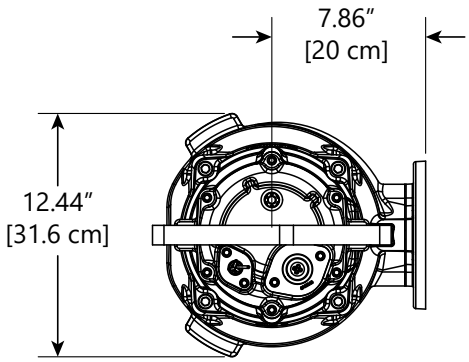
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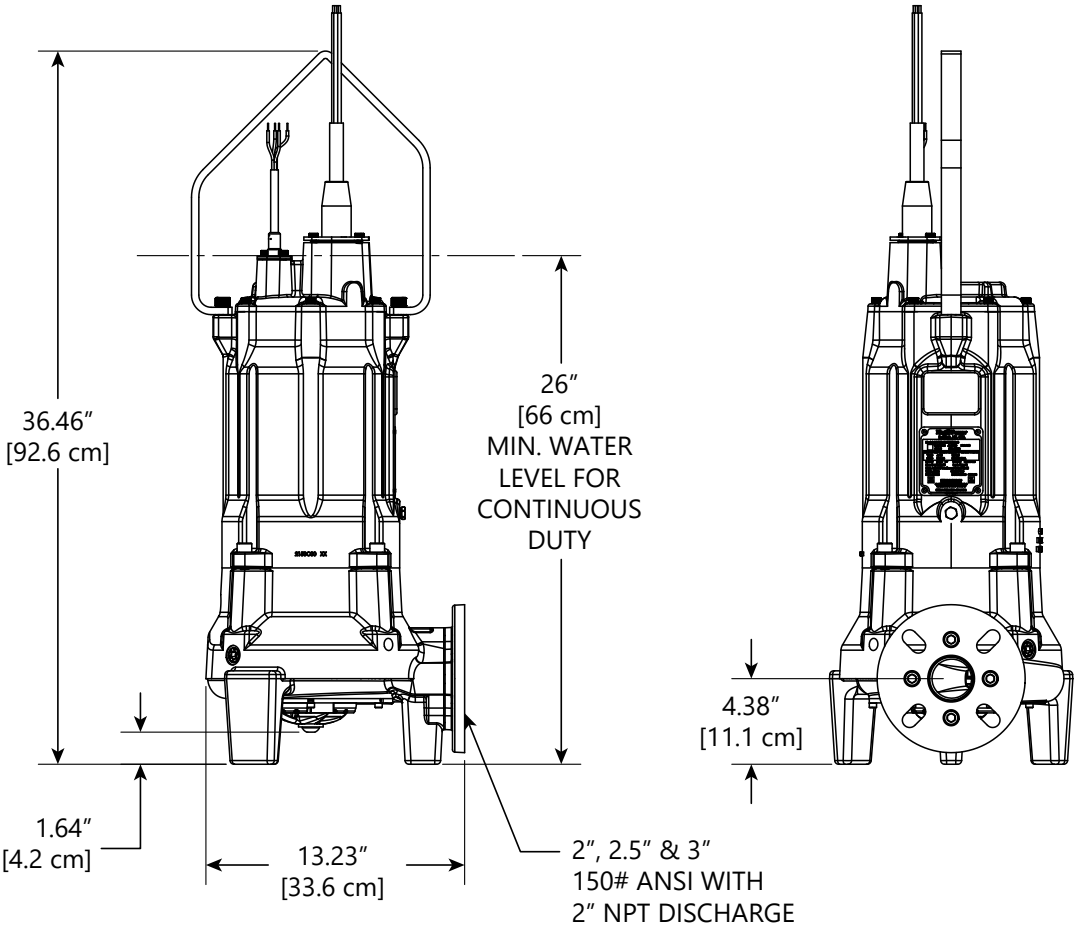
Dimensional Data

LGV07/LGH07-Series - 60 Hz

Horizontal Discharge



OPTIONAL DISCHARGE KIT AVAILABLE FOR 4″ ANSI DISCHARGE **KIT #K002016**



Liberty Pumps
Engineered Products

Specifications and Construction

LGV07/LGH07-Series - 60 Hz

GENERAL

The contractor shall provide labor, material, equipment, and incidentals required to provide _____ (QTY) sewage grinder pumps as specified herein. The pump models covered in this specification are LGH073A, LGH074A, LGH075A high head and LGV073A, LGV074A, LGV075A high volume grinder pumps. The pump furnished for this application shall be model _____ as manufactured by Liberty Pumps.

OPERATING CONDITIONS

Each submersible pump shall be rated at 7.5 hp, _____ Volts, 3-phase, 60 Hz, 3450 RPM. The unit shall produce _____ GPM at _____ feet of total dynamic head.

The submersible pump shall be capable of handling residential and commercial sewage and grinding it to a fine slurry, enabling it to be pumped over long distances. The LGH07-Series submersible pump shall have a shut-off head of 180 feet and a max flow of 120 GPM @ 20 feet of total dynamic head. The LGV07-Series submersible pump shall have a shut-off head of 142 feet and a max flow of 225 GPM @ 10 feet of total dynamic head.

CONSTRUCTION

Each centrifugal sewage grinder pump shall be equal to the Certified LGH07/LGV07-Series pumps as manufactured by Liberty Pumps, Bergen NY. The casting enclosing the motor shall be constructed of class 30 cast iron. The motor housing shall be oil-filled to dissipate heat. Air-filled motors shall not be considered equal since they do not properly dissipate heat from the motor. Mating parts shall be machined and sealed with a Buna-N O-ring. All fasteners exposed to the process fluid shall be stainless steel. The motor shall be protected on the top side with a sealed cast iron cord entry plate which is potted to prevent water from entering through the cord. The motor shall be protected on the lower side with a dual mechanical seal arrangement and an oil-filled intermediate chamber. The upper (inner) seal shall be a two-piece mechanical seal with a carbon rotating and a ceramic stationary face. The lower (outer) seal shall be a two-piece mechanical seal with a silicon carbide rotating and a graphite impregnated silicon carbide stationary face. The upper and lower bearings shall be sized to properly withstand radial and thrust loads produced throughout the full operating range of the pump.

POWER AND CONTROL CORD

The submersible pump shall be supplied with 35, 50, or 100 feet of a multi-conductor cord of type W for models LGH073A and LGV073A, and type SOOW for models LGH074A, LGH075A, LGV074A, and LGV075A. These type W & SOOW power cords carry a voltage rating of 600 V, a temperature rating of 90°C, have oil-resistant insulation, are water- and weather-resistant, UL listed, and CSA approved.

The power cord shall be sized for the rated full load amps of the pump for continuous duty in accordance with the NEC. A separate type SOOW control cord of equal length shall also exit the pump. Both the Standard Quick-connect power and control cords shall have a molded Neoprene plug held in place with a stainless steel compression plate. The plugs engage a receptacle with molded-in electrical pins, all of which shall be protected by a cast iron housing. The motor shall be protected from moisture via these two sealing methods: the plug to receptacle, and receptacle to cast iron housing. The power and control cord leads shall be connected to the motor leads via a terminal block. The Standard Quick-connect cords offer quick cord replacement without the need to send the entire pump to an authorized repair facility and allows for pump maintenance without disturbing electrical boxes or control panels.

HEAVY-DUTY QUICK-CONNECT CORDS

(OPTIONAL)

Optional Heavy-duty Quick-connect cords shall offer quick cord replacement without the need to send the entire pump to an authorized repair facility. This shall also allow for pump maintenance without disturbing electrical boxes or control panels. A terminal block shall be used for internal wire connections.

BEARINGS AND SHAFT

The shaft shall be supported by two ball bearings. The top bearing shall be a deep groove radial contact ball bearing and the lower bearing shall be a double row angular contact ball bearing designed to handle the radial and axial forces incurred by pumping. The lower bearing shall be positively retained by a threaded bearing retaining nut, which eliminates any axial movement or rotation of the outer bearing race. Both bearings shall be permanently lubricated by the oil that fills the motor housing. Pump designs requiring scheduled bearing maintenance shall not be considered equal. Pumps with single row lower bearings or sleeve bearings shall not be considered equal. The bearing system shall be sized to provide a minimum of 100,000 hours B10 bearing life throughout the operating range of the pump. Pumps that only provide a 50,000 hour B10 bearing life shall not be considered equal.

The motor shaft shall be made of 416 stainless steel. The motor shaft shall be constructed from a single piece of stainless steel. Spin welded shafts shall not be considered equal. The shaft shall be designed to withstand the maximum torque and radial loads present during start-up and normal operation. Shafts of carbon steel or chrome-plated shafts shall not be considered equal.

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MOTOR

The motor shall be oil-filled, inverter duty, Class H insulated, NEMA A design, and rated for continuous duty. Since air-filled motors are not capable of dissipating heat efficiently, they shall not be considered equal. The mid chamber design utilizing ***MidTherm™ Cooling*** technology shall allow for oil in the motor chamber to reject heat to the pumped media and provide cooling to the motor. This motor design shall provide significantly reduced operating temperatures. Pumps requiring an auxiliary cooling means shall not be considered equal.

The motor shall be constructed to meet IE3 Premium Efficiency standards in accordance with NEMA MG1. The copper stator windings shall be insulated with moisture-resistant Class H insulation materials, rated for 180°C per NEMA MG1 1.66. The maximum continuous temperature of pumped liquids shall be 40°C. The winding operating temperature at rated horsepower and service factor shall be a maximum of 125°C @ 40°C ambient.

Motor shall have UL approved thermostats mounted directly on the stator windings. Motor shall have three thermostats, one on each phase. The thermostat leads of the control cord shall be connected to a motor control relay in the control panel.

Motor service factor shall be 1.0 under normal conditions and 1.0 when operated on a Variable Frequency Drive (VFD) per MG1 standard. Motor shall have a voltage tolerance of ±10% from nominal. Motor shall meet the requirements of NEMA MG1 Part 30 and 31 for operation on Pulse Width Modulation type VFD with inverter duty rated magnet wire and insulation. Motor shall be capable of handling up to 30 evenly spaced starts per hour without overheating.

SEALS

The pump shall have two shaft seals separated by an oil chamber. Pumps utilizing single seal technology shall not be considered equal. A leak detection probe shall be positioned in the oil chamber and shall allow for continuous monitoring for lower (outer) seal failure. The lower seal shall be a two-piece design that is easily serviceable. Shaft seals shall not require scheduled maintenance. The upper (inner) seal shall be carbon on ceramic and the lower seal shall be silicon carbide on graphite impregnated silicon carbide. Both seals shall include stainless steel housings and Viton elastomers.

IMPELLER

The impeller shall be stainless steel. The impeller shall be dynamically balanced, keyed and bolted onto the motor shaft.

CUTTER MECHANISM

The cutter and plate shall consist of hardened 440 stainless steel with a Rockwell C hardness of 55-60. The stationary cutter plate shall have specially designed orifices through it, which enable the slurry to flow through the pump housing at an equalized pressure and velocity. The stationary cutter plate shall feature patented V-Slice® Cutter Technology. This superior cutting system consists of V shapes to maximize cutting action and arc shape exclusion slots to outwardly eject debris from under the rotary cutter. The rotary cutter shall have four blades and be designed with a recessed area behind the cutting edge to prevent the accumulation and binding of any material between rotary cutter and the stationary cutter plate. The cutter shall be capable of over 400,000 cuts per minute. The cutting system shall incorporate close tolerances for optimum performance. Ring or radial cutters, or those that grind on the outside circumference of shall not be considered equal.

CONTROL PANEL

All LGH07/LGV07-Series pumps require a control panel. The control panel shall be equipped with circuit breakers and adjustable overload devices to protect against excess current or electrical problems. This device shall be sized appropriately for the pump model(s) being controlled.

The control panel shall include thermal overload relay(s) that shall shut down the pump in the event the thermostats in the motor open. Thermostats are designed to open at 125°C.

The control panel shall include a seal fail monitoring device that shall indicate a primary seal failure. The seal fail monitoring device shall be capable of monitoring the resistance of the seal failure probe in the pump. The sensitivity of the seal fail monitoring device shall be adjustable from approximately 1KΩ to at least 250kΩ.

Pump Model	Voltage	Control Panel Model			
		Fiberglass Enclosure		Stainless Steel Enclosure	
		Duplex	Simplex	Duplex	Simplex
LGH073A	200/230	LED3-40	LES3-40	LEDS3-40	LESS3-40
LGV073A	200/230	LED3-40	LES3-40	LEDS3-40	LESS3-40
LGH074A	460	LED3-35	LES3-35	LEDS3-35	LESS3-35
LGV074A	460	LED3-35	LES3-35	LEDS3-35	LESS3-35
LGH075A	575	LED5-35	LES5-35	LEDS5-35	LESS5-35
LGV075A	575	LED5-35	LES5-35	LEDS5-35	LESS5-35

Liberty Pumps®
Engineered Products

SHAFT GROUNDING BRUSH

3-phase pumps shall be equipped with a shaft grounding brush. Pumps not utilizing a current mitigation technology shall not be considered equal.

QUALITY CONTROL

The pump shall be manufactured in an ISO® 9001 certified facility. Manufactured in the USA with US and global components.

SUPPORT

The pump shall have cast iron support legs, enabling it to be a freestanding unit. The legs shall be high enough to allow solids and long stringy debris to enter the pump inlet.

PROTECTIVE FINISH

The exterior of the casting shall be protected with corrosion-resistant baked-on epoxy powder coat.

TESTING

The pump shall have a ground continuity check and undergo a hi-pot test for electrical integrity, moisture content, and insulation defects. The motor housing and mid chamber shall be pressurized, and an air leak decay test performed to ensure integrity of the assembled unit. The pump shall be run, voltage and current monitored, and checked for noise or other malfunction. Certified performance testing is available upon request.

APPLICATIONS

- Municipal Engineered Lift Stations
- Storm Water Removal
- Wastewater Transfer
- Industrial Wastewater
- Treatment Plants

MATERIAL FEATURES PUMP:

- Grinder - High Head or High Volume
- Discharge - Horizontal, 2", 2.5" & 3" 150# ANSI, with 2" NPT, Vertical, 2" or 3" NPT
- Seals - Dual Mechanical with Viton Elastomers, Upper (Inner) - Carbon on Ceramic; Lower (Outer) - Silicon Carbide on Graphite Impregnated Silicon Carbide
- Construction - Cast Iron ASTM A48, Class 30, 30,000# Tensile Strength, Protected with a Corrosion-Resistant Baked-on Epoxy Powder Coating
- Hardware - 316 Stainless Steel
- O-ring Seals - Buna-N
- Stainless Steel Impeller - Precision Balanced
- Hardened 440 Stainless Steel Cutter and Cutter Plate
- Cuts per minute - over 400,000
- Thermal Sensors and Moisture Detection System
- Optional:
  - Heavy-duty Quick-connect Power and Control Cords
  - Cord Length Options (feet) - 35, 50, 100
  - Trimmed Impeller

MOTOR:

- 3-Phase - 200/230, 460, 575V, 3450 RPM
- Inverter Duty, Class H Insulation, NEMA A Design
- Oil-filled Motor Housing
- Cast Iron Housing with **MidTherm™ Cooling** deep sump design for Improved Heat Dissipation
- Continuous Duty Operation
- Bearings
  - Upper - Single Row Deep Groove Radial Contact
  - Lower - Double Row Angular Contact

Liberty Pumps®

Engineered Products

LIMITED WARRANTY

Liberty Pumps, Inc. warrants that pumps of its Engineered Product line are free from all factory defects in material and workmanship for a period of 18 months from the date of installation or 24 months from the date of manufacture, whichever occurs first, and provided that such products are used in compliance with their intended applications as set forth in the Liberty Engineered Products specifications and technical manuals. The date of installation shall be determined by a completed pump start-up report and warranty registration form.

A pump startup report, filled out by a qualified installer, is required for warranty to take effect. The report must be submitted within 30 days from the installation date and submitted through the Liberty Pumps website. During the warranty period, the manufacturer's obligation, and at its discretion, shall be limited to the repair or replacement of any parts found by the manufacturer to be defective, provided the product is returned freight prepaid to the manufacturer or its authorized service center, and provided that none of the following warranty-voiding characteristics are evident:

The manufacturer shall not be liable under this Warranty if the product has not been properly installed or maintained in accordance with the printed instructions provided; if it has been disassembled, modified, abused or tampered with; if the pump discharge has been reduced in size; if the pump has been used in water temperatures above those shown in the specifications; if the thermal overload(s) and seal moisture probe(s) have not been properly connected (where equipped); if the pump has been used in water containing sand, lime, cement, gravel or other abrasives; if the product has been used to pump chemicals or hydrocarbons; if the product has been moved from its original installation location, or if the label bearing the serial and code number has been removed.

Liberty Pumps, Inc. shall not be liable for any loss, damage or expenses resulting from installation or use of its products, or for consequential damages, including field labor costs, travel expenses, rental equipment, costs of removal, reinstallation or transportation to and from the factory or an authorized Liberty Pumps repair facility.

There is no other express warranty. All implied warranties, including those of merchantability and fitness for a particular purpose, are limited to 18 months from the date of installation or 24 months from the manufacturing date. This Warranty contains the exclusive remedy of the purchaser, and, where permitted, liability for consequential or incidental damages under any and all warranties are excluded.

Specifications are subject to change without notice.

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PSI Technologies Inc
3520 Investment Lane Unit #3
Riviera Beach, Florida 33404
Phone: 561-660-0022 Email: tom@psi-techinc.com

2400 Kirk LS – 7.5 HP Grinder Pump Replacement Quotation

Company:	Village of Palm Springs Utilities	Date:	03-27-2026
Contact:	Lazaro Farrey	Quote#:	TK0332-2026
Street:	2400 Kirk Rd.	Quote Valid:	60 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	(561) 324-8855	Shipping:	Included
Email:	lfarrey@vpsfl.org	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
	Replacement for 10 HP Hydromatic Pump with 7.5 HP Grinder Sized for 176 GPM @ 70' TDH per draw down Electrical = 230V/3PH		
2	PSI-Technologies – Liberty grinder pump model # LGV073A0620S2SBJB-5 - 3" Submersible Grinder Pump with cutter technology, 7.5 HP, 3450 rpm 230V / 3phase / 26 FLA - w/50' Power & Thermal Cable Heavy Duty Quick Disconnect Cords, 6.2" impeller, includes SS Lifting Bail and 3" x 4" BPI flange adapter (installed).	$9,100.00	**$18,200.00**
	Pump curve attached for reference		
	List Price = $13,000.00		
	Lead Time / 4-6 weeks		
	Delivery Included		
	Total		**$18,200.00**

Accepted By / Date: _____

'Quality Products, Professionally Applied, Exceptional Service and Support'

Liberty Pumps®

Engineered Products

LGV07-Series
LGH07-Series
Grinder

7.5 hp

Ordinary Location

60 Hz



Patent: See
www.LibertyPumps.com/LEP/patents

- V-Slice® Cutter Technology
- Dual seal
- 2", 2.5" & 3" ANSI® horizontal discharge with 2" NPT
- Stainless steel impeller
- Standard Quick-connect power and control cords

Omnivore® Grinders

Technical Data

Performance Curve

Dimensional Data

Specifications and Construction



Optional 2"/3"
vertical discharge

Proudly built in the USA with
US and global components

Submersible Wastewater Pump Association SWPA MEMBER

C SP US

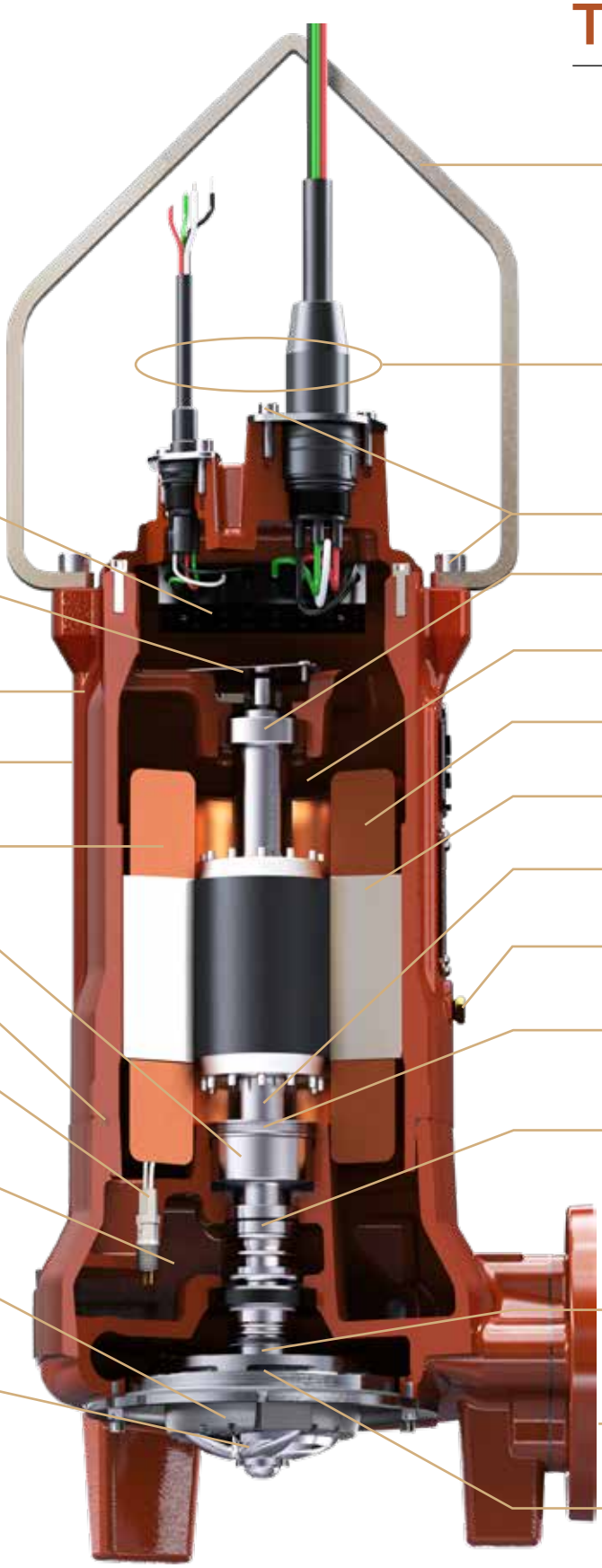
Liberty Pumps
Engineered Products

Technical Data

LGV07/LGH07-Series - 60 Hz



Optional Heavy-duty Quick-connect cords



SS lifting bale - sized for ease of use

Standard Quick-connect cords

Terminal block for internal wiring

Rotor shaft grounding brush protects bearings during VFD operation

Heavy duty class 30 cast iron motor housing

Protective powder coat finish

Press fit stator enhances heat transfer allowing for cooler motor temperatures

Lower bearing double row angular contact ball bearing

Buna-N O-rings seal all joints

Seal leak detection, 2-probe sensor with resistor

MidTherm™ Cooling
Allows oil to be cooled by pumped media

440 SS cutter plate spiraled for solids clearing, hardened to 58Rc

440 SS rotary cutter hardened to 58Rc

All hardware 316 SS

Upper deep groove ball bearing

Oil-filled motor chamber cools motor and lubricates bearings

Inverter duty rated Class H insulation

NEMA® IE3 Premium Efficiency motor construction

One piece 416 SS rotor shaft

Stator locking pin prevents stator movement

Bearing locking ring eliminates axial shaft movement

Upper (inner) seal – carbon on ceramic with Viton elastomers and SS components

Lower (outer) seal – silicon carbide on graphite impregnated silicon carbide with Viton elastomers and SS components

2", 2.5" & 3" 150# ANSI flange with 2" NPT

Stainless steel impeller

Vertical Discharge Option



2" NPT with 3" NPT flange

Patent: See
www.LibertyPumps.com/LEP/patents

Technical Data

LGV07/LGH07-Series - 60 Hz

Model Number	LGH073A	LGH074A	LGH075A	LGV073A	LGV074A	LGV075A
HP	7.5	7.5	7.5	7.5	7.5	7.5
Volts	200/230*	460	575	200/230*	460	575
Phase	3	3	3	3	3	3
Hz	60	60	60	60	60	60
RPM	3450	3450	3450	3450	3450	3450
FLA	32/28	14.25	11.5	30/26	13	10.12
LRA	210	105	76.5	210	105	76.5
Max kW Input	10.4	10.6	10.7	9.8	9.6	9.8
NEMA Code	A	A	A	A	A	A
Service Factor	1	1	1	1	1	1
Power Factor (%)	94	94	95	94	94	95
KVA Code	M	M	M	M	M	M
Std Impeller Diameter (in)	7.4	7.4	7.4	6.2	6.2	6.2
Shut-Off Head w/Std Impeller (ft)	180	180	180	142	142	142
Min Head w/Std Impeller (ft)	20	20	20	10	10	10
Max Flow @ Min Head (GPM)	120	120	120	225	225	225
Power Cord Type & Diameter	Type W, 1 in	SOOW,0.72 in	SOOW,0.72 in	Type W, 1 in	SOOW,0.72 in	SOOW,0.72 in

** System voltages: 208 and 240 volts with utilization voltages: 200 and 230 volts. These pumps are able to be rewired to 460 volts in the field.*

Technical Data

LGV07/LGH07-Series - 60 Hz

Motor Insulation Class	H 180°C
Impeller Type	Semi-Open
Impeller Material	Stainless Steel
Control Cord Type & Diameter	18/5 SOOW, 0.375 in
Power Cord Length (Options)	35, 50, 100 ft
Standard Quick-connect Cords	Standard
Heavy-duty Quick-connect Cords	Optional
Upper (Inner) Seal Material	Carbon - Rotating Ceramic - Stationary Viton Elastomers
Lower (Outer) Seal Material	Silicon Carbide - Rotating Graphite Impregnated Silicon Carbide - Stationary Viton Elastomers
Max Water Temp for Continuous Duty	40°C
Min Fluid Level for Continuous Operation	Motor Housing Fully Submerged
Fluid pH Range	4–10
Starts Per Hour	30
Shaft Material	416 Stainless Steel
Fastener Material	316 Stainless Steel

O-Ring Elastomers	Buna-N
Upper Bearing	Single Row Deep Groove
Lower Bearing	Double Row Angular Contact
Oil Type	ISO VG10 Turbine Oil
Max Submersion Depth	75 ft
Discharge (Std)	Horizontal, 2 in, 2.5 in & 3 in 150# ANSI with 2 in NPT
Discharge (Optional)	Vertical, 2 in & 3 in NPT
Protective External Finish	Epoxy Powder Coat
Seal Fail Detection	Dual Probe - 2 Wire with Resistor 200K ohm Resistance
Thermal Protection	3 Hermetically Sealed Thermostats 125°C Opening Temperature 105°C Closing Temperature 3A @ 120VAC, 1A @ 240 VAC
Volute Material	Class 30 Cast Iron
Pump Weight	280 lbs
Cuts Per Minute	Over 400,000
Cutter Material	Hardened 440 Stainless Steel
Certifications	CSA Certified to CSA and UL® Standards CAN/CSA C22.2 No. 108-14 ANSI/UL 778 6th Ed

Specifications are subject to change without notice.

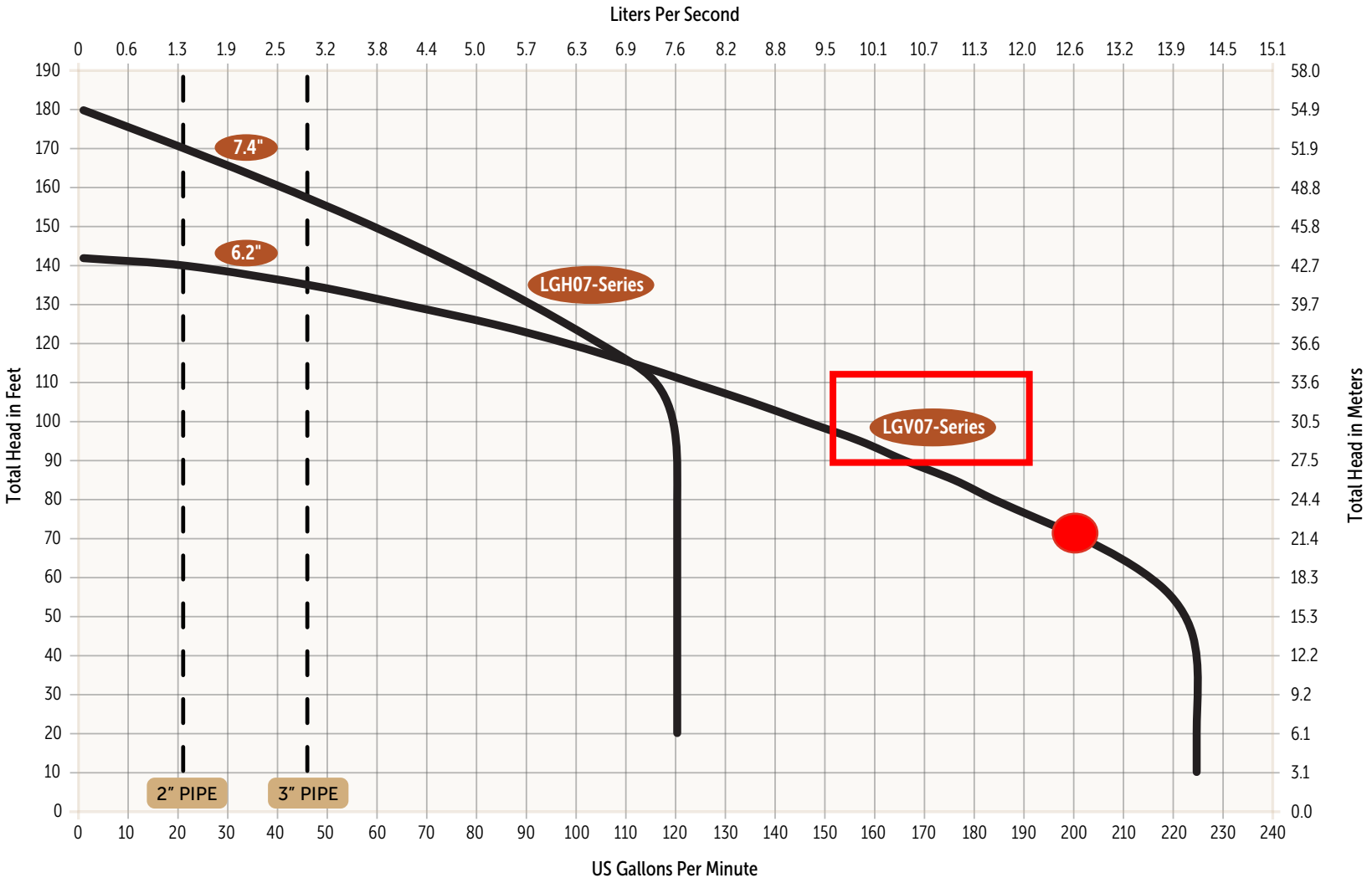
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Performance Curve

LGV07/LGH07-Series - 60 Hz



Pumps must operate within the proper range shown on the performance chart. It is the responsibility of the end user to ensure this requirement is met. Pumps operating outside the recommended range are prone to damage, excessive vibration, cavitation, poor efficiency, and may exceed nameplate amperage.

Specifications are subject to change without notice.

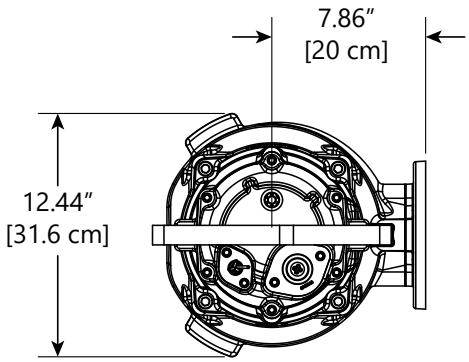
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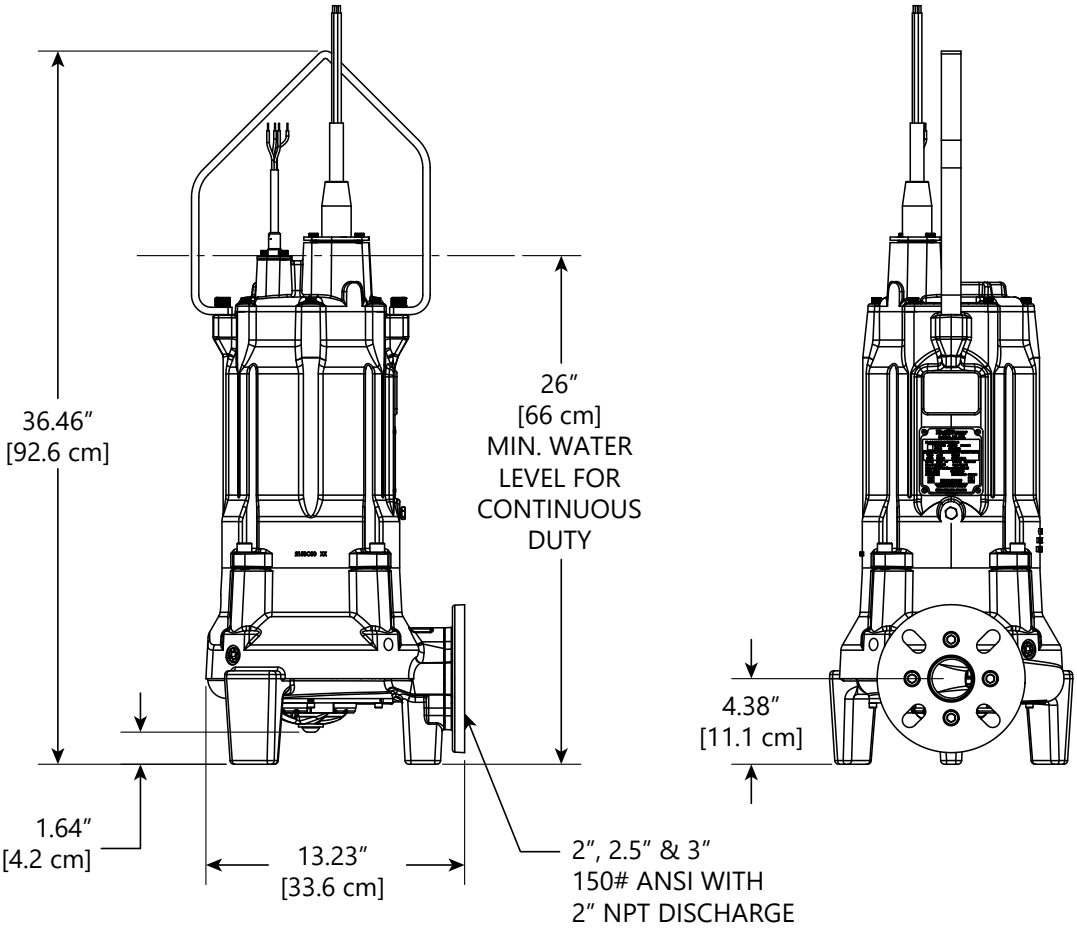
Dimensional Data

LGV07/LGH07-Series - 60 Hz

Horizontal Discharge



OPTIONAL DISCHARGE KIT AVAILABLE FOR 4″ ANSI DISCHARGE **KIT #K002016**



Liberty Pumps
Engineered Products

Specifications and Construction

LGV07/LGH07-Series - 60 Hz

GENERAL

The contractor shall provide labor, material, equipment, and incidentals required to provide _____ (QTY) sewage grinder pumps as specified herein. The pump models covered in this specification are LGH073A, LGH074A, LGH075A high head and LGV073A, LGV074A, LGV075A high volume grinder pumps. The pump furnished for this application shall be model _____ as manufactured by Liberty Pumps.

OPERATING CONDITIONS

Each submersible pump shall be rated at 7.5 hp, _____ Volts, 3-phase, 60 Hz, 3450 RPM. The unit shall produce _____ GPM at _____ feet of total dynamic head.

The submersible pump shall be capable of handling residential and commercial sewage and grinding it to a fine slurry, enabling it to be pumped over long distances. The LGH07-Series submersible pump shall have a shut-off head of 180 feet and a max flow of 120 GPM @ 20 feet of total dynamic head. The LGV07-Series submersible pump shall have a shut-off head of 142 feet and a max flow of 225 GPM @ 10 feet of total dynamic head.

CONSTRUCTION

Each centrifugal sewage grinder pump shall be equal to the Certified LGH07/LGV07-Series pumps as manufactured by Liberty Pumps, Bergen NY. The casting enclosing the motor shall be constructed of class 30 cast iron. The motor housing shall be oil-filled to dissipate heat. Air-filled motors shall not be considered equal since they do not properly dissipate heat from the motor. Mating parts shall be machined and sealed with a Buna-N O-ring. All fasteners exposed to the process fluid shall be stainless steel. The motor shall be protected on the top side with a sealed cast iron cord entry plate which is potted to prevent water from entering through the cord. The motor shall be protected on the lower side with a dual mechanical seal arrangement and an oil-filled intermediate chamber. The upper (inner) seal shall be a two-piece mechanical seal with a carbon rotating and a ceramic stationary face. The lower (outer) seal shall be a two-piece mechanical seal with a silicon carbide rotating and a graphite impregnated silicon carbide stationary face. The upper and lower bearings shall be sized to properly withstand radial and thrust loads produced throughout the full operating range of the pump.

POWER AND CONTROL CORD

The submersible pump shall be supplied with 35, 50, or 100 feet of a multi-conductor cord of type W for models LGH073A and LGV073A, and type SOOW for models LGH074A, LGH075A, LGV074A, and LGV075A. These type W & SOOW power cords carry a voltage rating of 600 V, a temperature rating of 90°C, have oil-resistant insulation, are water- and weather-resistant, UL listed, and CSA approved.

The power cord shall be sized for the rated full load amps of the pump for continuous duty in accordance with the NEC. A separate type SOOW control cord of equal length shall also exit the pump. Both the Standard Quick-connect power and control cords shall have a molded Neoprene plug held in place with a stainless steel compression plate. The plugs engage a receptacle with molded-in electrical pins, all of which shall be protected by a cast iron housing. The motor shall be protected from moisture via these two sealing methods: the plug to receptacle, and receptacle to cast iron housing. The power and control cord leads shall be connected to the motor leads via a terminal block. The Standard Quick-connect cords offer quick cord replacement without the need to send the entire pump to an authorized repair facility and allows for pump maintenance without disturbing electrical boxes or control panels.

HEAVY-DUTY QUICK-CONNECT CORDS

(OPTIONAL)

Optional Heavy-duty Quick-connect cords shall offer quick cord replacement without the need to send the entire pump to an authorized repair facility. This shall also allow for pump maintenance without disturbing electrical boxes or control panels. A terminal block shall be used for internal wire connections.

BEARINGS AND SHAFT

The shaft shall be supported by two ball bearings. The top bearing shall be a deep groove radial contact ball bearing and the lower bearing shall be a double row angular contact ball bearing designed to handle the radial and axial forces incurred by pumping. The lower bearing shall be positively retained by a threaded bearing retaining nut, which eliminates any axial movement or rotation of the outer bearing race. Both bearings shall be permanently lubricated by the oil that fills the motor housing. Pump designs requiring scheduled bearing maintenance shall not be considered equal. Pumps with single row lower bearings or sleeve bearings shall not be considered equal. The bearing system shall be sized to provide a minimum of 100,000 hours B10 bearing life throughout the operating range of the pump. Pumps that only provide a 50,000 hour B10 bearing life shall not be considered equal.

The motor shaft shall be made of 416 stainless steel. The motor shaft shall be constructed from a single piece of stainless steel. Spin welded shafts shall not be considered equal. The shaft shall be designed to withstand the maximum torque and radial loads present during start-up and normal operation. Shafts of carbon steel or chrome-plated shafts shall not be considered equal.

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MOTOR

The motor shall be oil-filled, inverter duty, Class H insulated, NEMA A design, and rated for continuous duty. Since air-filled motors are not capable of dissipating heat efficiently, they shall not be considered equal. The mid chamber design utilizing ***MidTherm™ Cooling*** technology shall allow for oil in the motor chamber to reject heat to the pumped media and provide cooling to the motor. This motor design shall provide significantly reduced operating temperatures. Pumps requiring an auxiliary cooling means shall not be considered equal.

The motor shall be constructed to meet IE3 Premium Efficiency standards in accordance with NEMA MG1. The copper stator windings shall be insulated with moisture-resistant Class H insulation materials, rated for 180°C per NEMA MG1 1.66. The maximum continuous temperature of pumped liquids shall be 40°C. The winding operating temperature at rated horsepower and service factor shall be a maximum of 125°C @ 40°C ambient.

Motor shall have UL approved thermostats mounted directly on the stator windings. Motor shall have three thermostats, one on each phase. The thermostat leads of the control cord shall be connected to a motor control relay in the control panel.

Motor service factor shall be 1.0 under normal conditions and 1.0 when operated on a Variable Frequency Drive (VFD) per MG1 standard. Motor shall have a voltage tolerance of ±10% from nominal. Motor shall meet the requirements of NEMA MG1 Part 30 and 31 for operation on Pulse Width Modulation type VFD with inverter duty rated magnet wire and insulation. Motor shall be capable of handling up to 30 evenly spaced starts per hour without overheating.

SEALS

The pump shall have two shaft seals separated by an oil chamber. Pumps utilizing single seal technology shall not be considered equal. A leak detection probe shall be positioned in the oil chamber and shall allow for continuous monitoring for lower (outer) seal failure. The lower seal shall be a two-piece design that is easily serviceable. Shaft seals shall not require scheduled maintenance. The upper (inner) seal shall be carbon on ceramic and the lower seal shall be silicon carbide on graphite impregnated silicon carbide. Both seals shall include stainless steel housings and Viton elastomers.

IMPELLER

The impeller shall be stainless steel. The impeller shall be dynamically balanced, keyed and bolted onto the motor shaft.

CUTTER MECHANISM

The cutter and plate shall consist of hardened 440 stainless steel with a Rockwell C hardness of 55-60. The stationary cutter plate shall have specially designed orifices through it, which enable the slurry to flow through the pump housing at an equalized pressure and velocity. The stationary cutter plate shall feature patented V-Slice® Cutter Technology. This superior cutting system consists of V shapes to maximize cutting action and arc shape exclusion slots to outwardly eject debris from under the rotary cutter. The rotary cutter shall have four blades and be designed with a recessed area behind the cutting edge to prevent the accumulation and binding of any material between rotary cutter and the stationary cutter plate. The cutter shall be capable of over 400,000 cuts per minute. The cutting system shall incorporate close tolerances for optimum performance. Ring or radial cutters, or those that grind on the outside circumference of shall not be considered equal.

CONTROL PANEL

All LGH07/LGV07-Series pumps require a control panel. The control panel shall be equipped with circuit breakers and adjustable overload devices to protect against excess current or electrical problems. This device shall be sized appropriately for the pump model(s) being controlled.

The control panel shall include thermal overload relay(s) that shall shut down the pump in the event the thermostats in the motor open. Thermostats are designed to open at 125°C.

The control panel shall include a seal fail monitoring device that shall indicate a primary seal failure. The seal fail monitoring device shall be capable of monitoring the resistance of the seal failure probe in the pump. The sensitivity of the seal fail monitoring device shall be adjustable from approximately 1KΩ to at least 250kΩ.

Pump Model	Voltage	Control Panel Model			
		Fiberglass Enclosure		Stainless Steel Enclosure	
		Duplex	Simplex	Duplex	Simplex
LGH073A	200/230	LED3-40	LES3-40	LEDS3-40	LESS3-40
LGV073A	200/230	LED3-40	LES3-40	LEDS3-40	LESS3-40
LGH074A	460	LED3-35	LES3-35	LEDS3-35	LESS3-35
LGV074A	460	LED3-35	LES3-35	LEDS3-35	LESS3-35
LGH075A	575	LED5-35	LES5-35	LEDS5-35	LESS5-35
LGV075A	575	LED5-35	LES5-35	LEDS5-35	LESS5-35

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SHAFT GROUNDING BRUSH

3-phase pumps shall be equipped with a shaft grounding brush. Pumps not utilizing a current mitigation technology shall not be considered equal.

QUALITY CONTROL

The pump shall be manufactured in an ISO® 9001 certified facility. Manufactured in the USA with US and global components.

SUPPORT

The pump shall have cast iron support legs, enabling it to be a freestanding unit. The legs shall be high enough to allow solids and long stringy debris to enter the pump inlet.

PROTECTIVE FINISH

The exterior of the casting shall be protected with corrosion-resistant baked-on epoxy powder coat.

TESTING

The pump shall have a ground continuity check and undergo a hi-pot test for electrical integrity, moisture content, and insulation defects. The motor housing and mid chamber shall be pressurized, and an air leak decay test performed to ensure integrity of the assembled unit. The pump shall be run, voltage and current monitored, and checked for noise or other malfunction. Certified performance testing is available upon request.

APPLICATIONS

- Municipal Engineered Lift Stations
- Storm Water Removal
- Wastewater Transfer
- Industrial Wastewater
- Treatment Plants

MATERIAL FEATURES PUMP:

- Grinder - High Head or High Volume
- Discharge - Horizontal, 2", 2.5" & 3" 150# ANSI, with 2" NPT, Vertical, 2" or 3" NPT
- Seals - Dual Mechanical with Viton Elastomers, Upper (Inner) - Carbon on Ceramic; Lower (Outer) - Silicon Carbide on Graphite Impregnated Silicon Carbide
- Construction - Cast Iron ASTM A48, Class 30, 30,000# Tensile Strength, Protected with a Corrosion-Resistant Baked-on Epoxy Powder Coating
- Hardware - 316 Stainless Steel
- O-ring Seals - Buna-N
- Stainless Steel Impeller - Precision Balanced
- Hardened 440 Stainless Steel Cutter and Cutter Plate
- Cuts per minute - over 400,000
- Thermal Sensors and Moisture Detection System
- Optional:
  - Heavy-duty Quick-connect Power and Control Cords
  - Cord Length Options (feet) - 35, 50, 100
  - Trimmed Impeller

MOTOR:

- 3-Phase - 200/230, 460, 575V, 3450 RPM
- Inverter Duty, Class H Insulation, NEMA A Design
- Oil-filled Motor Housing
- Cast Iron Housing with **MidTherm™ Cooling** deep sump design for Improved Heat Dissipation
- Continuous Duty Operation
- Bearings
  - Upper - Single Row Deep Groove Radial Contact
  - Lower - Double Row Angular Contact

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LIMITED WARRANTY

Liberty Pumps, Inc. warrants that pumps of its Engineered Product line are free from all factory defects in material and workmanship for a period of 18 months from the date of installation or 24 months from the date of manufacture, whichever occurs first, and provided that such products are used in compliance with their intended applications as set forth in the Liberty Engineered Products specifications and technical manuals. The date of installation shall be determined by a completed pump start-up report and warranty registration form.

A pump startup report, filled out by a qualified installer, is required for warranty to take effect. The report must be submitted within 30 days from the installation date and submitted through the Liberty Pumps website. During the warranty period, the manufacturer's obligation, and at its discretion, shall be limited to the repair or replacement of any parts found by the manufacturer to be defective, provided the product is returned freight prepaid to the manufacturer or its authorized service center, and provided that none of the following warranty-voiding characteristics are evident:

The manufacturer shall not be liable under this Warranty if the product has not been properly installed or maintained in accordance with the printed instructions provided; if it has been disassembled, modified, abused or tampered with; if the pump discharge has been reduced in size; if the pump has been used in water temperatures above those shown in the specifications; if the thermal overload(s) and seal moisture probe(s) have not been properly connected (where equipped); if the pump has been used in water containing sand, lime, cement, gravel or other abrasives; if the product has been used to pump chemicals or hydrocarbons; if the product has been moved from its original installation location, or if the label bearing the serial and code number has been removed.

Liberty Pumps, Inc. shall not be liable for any loss, damage or expenses resulting from installation or use of its products, or for consequential damages, including field labor costs, travel expenses, rental equipment, costs of removal, reinstallation or transportation to and from the factory or an authorized Liberty Pumps repair facility.

There is no other express warranty. All implied warranties, including those of merchantability and fitness for a particular purpose, are limited to 18 months from the date of installation or 24 months from the manufacturing date. This Warranty contains the exclusive remedy of the purchaser, and, where permitted, liability for consequential or incidental damages under any and all warranties are excluded.

Specifications are subject to change without notice.

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PSI Technologies Inc
3520 Investment Lane Unit #3
Riviera Beach, Florida 33404
Phone: 561-660-0022 Email: tom@psi-techinc.com

Lake Arbor LS – 7.5 HP Grinder Pump Replacement Quotation

Company:	Village of Palm Springs Utilities	Date:	03-12-2026
Contact:	Lazaro Farrey	Quote#:	TK0314-2026
Street:	2400 Kirk Rd.	Quote Valid:	60 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	(561) 324-8855	Shipping:	Included
Email:	lfarrey@vpsfl.org	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
	Replacement for 10 HP Pump with 7.5 HP Grinder Sized for 211 GPM @ 68' TDH **Electrical = 230V/3PH**		
2	PSI-Technologies – Liberty grinder pump model # LGV073A0620S2SBJB-3 - 3" Submersible Grinder Pump with cutter technology, 7.5 HP, 3450 rpm 230V / 3phase / 26 FLA - w/35' Power & Thermal Cable Heavy Duty Quick Disconnect Cords, 6.2" impeller, includes SS Lifting Bail and 3" x 4" Barneys pump flange adapter (installed).	$8,750.00	**$17,500.00**
	Pump curve attached for reference		
	List Price = $12,500.00		
	Lead Time / 4-6 weeks		
	Delivery Included		
	Total		**$17,500.00**

Accepted By / Date: _____

'Quality Products, Professionally Applied, Exceptional Service and Support'

Liberty Pumps®

Engineered Products

LGV07-Series
LGH07-Series
Grinder

7.5 hp

Ordinary Location

60 Hz



Patent: See
www.LibertyPumps.com/LEP/patents

- V-Slice® Cutter Technology
- Dual seal
- 2", 2.5" & 3" ANSI® horizontal discharge with 2" NPT
- Stainless steel impeller
- Standard Quick-connect power and control cords

Omnivore® Grinders

Technical Data

Performance Curve

Dimensional Data

Specifications and Construction



Optional 2"/3"
vertical discharge

Proudly built in the USA with
US and global components

Submersible Wastewater Pump Association SWPA MEMBER

C SP US

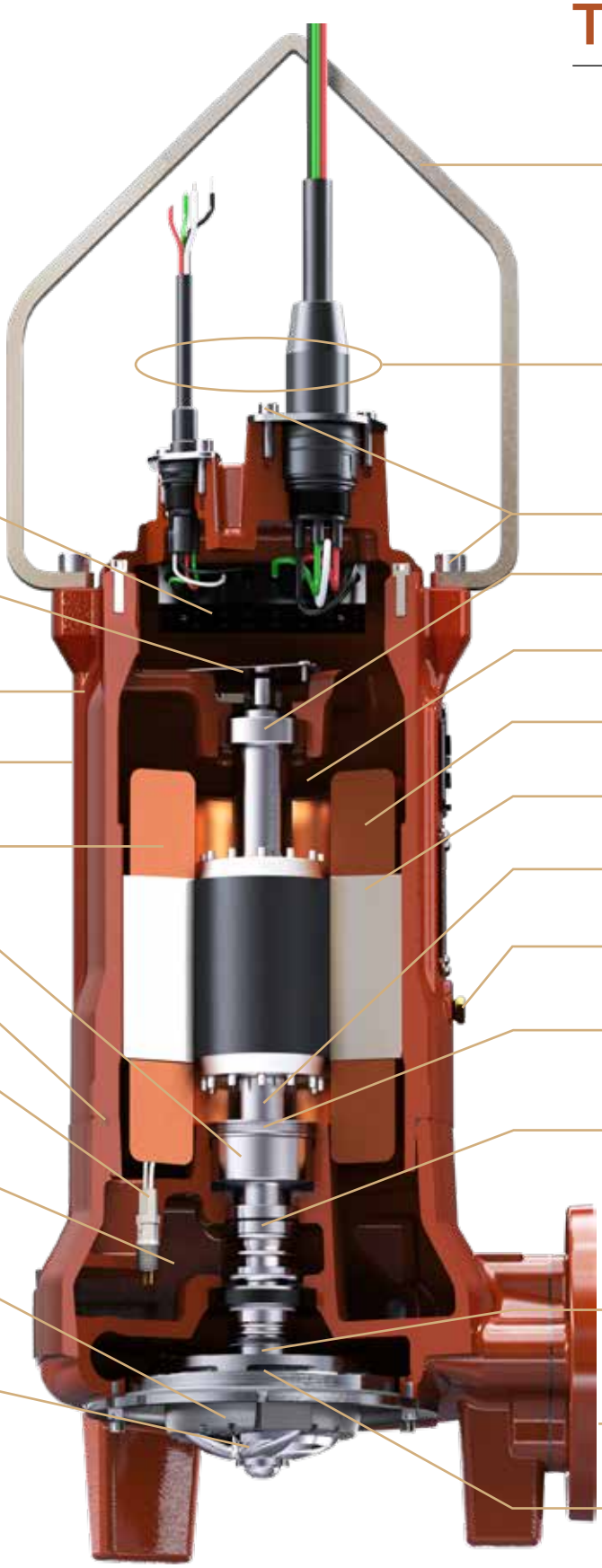
Liberty Pumps
Engineered Products

Technical Data

LGV07/LGH07-Series - 60 Hz



Optional Heavy-duty Quick-connect cords



SS lifting bale - sized for ease of use

Standard Quick-connect cords

Terminal block for internal wiring

Rotor shaft grounding brush protects bearings during VFD operation

Heavy duty class 30 cast iron motor housing

Protective powder coat finish

Press fit stator enhances heat transfer allowing for cooler motor temperatures

Lower bearing double row angular contact ball bearing

Buna-N O-rings seal all joints

Seal leak detection, 2-probe sensor with resistor

MidTherm™ Cooling
Allows oil to be cooled by pumped media

440 SS cutter plate spiraled for solids clearing, hardened to 58Rc

440 SS rotary cutter hardened to 58Rc

All hardware 316 SS

Upper deep groove ball bearing

Oil-filled motor chamber cools motor and lubricates bearings

Inverter duty rated Class H insulation

NEMA® IE3 Premium Efficiency motor construction

One piece 416 SS rotor shaft

Stator locking pin prevents stator movement

Bearing locking ring eliminates axial shaft movement

Upper (inner) seal – carbon on ceramic with Viton elastomers and SS components

Lower (outer) seal – silicon carbide on graphite impregnated silicon carbide with Viton elastomers and SS components

2", 2.5" & 3" 150# ANSI flange with 2" NPT

Stainless steel impeller

Vertical Discharge Option



2" NPT with 3" NPT flange

Patent: See
www.LibertyPumps.com/LEP/patents

Technical Data

LGV07/LGH07-Series - 60 Hz

Model Number	LGH073A	LGH074A	LGH075A	LGV073A	LGV074A	LGV075A
HP	7.5	7.5	7.5	7.5	7.5	7.5
Volts	200/230*	460	575	200/230*	460	575
Phase	3	3	3	3	3	3
Hz	60	60	60	60	60	60
RPM	3450	3450	3450	3450	3450	3450
FLA	32/28	14.25	11.5	30/26	13	10.12
LRA	210	105	76.5	210	105	76.5
Max kW Input	10.4	10.6	10.7	9.8	9.6	9.8
NEMA Code	A	A	A	A	A	A
Service Factor	1	1	1	1	1	1
Power Factor (%)	94	94	95	94	94	95
KVA Code	M	M	M	M	M	M
Std Impeller Diameter (in)	7.4	7.4	7.4	6.2	6.2	6.2
Shut-Off Head w/Std Impeller (ft)	180	180	180	142	142	142
Min Head w/Std Impeller (ft)	20	20	20	10	10	10
Max Flow @ Min Head (GPM)	120	120	120	225	225	225
Power Cord Type & Diameter	Type W, 1 in	SOOW,0.72 in	SOOW,0.72 in	Type W, 1 in	SOOW,0.72 in	SOOW,0.72 in

** System voltages: 208 and 240 volts with utilization voltages: 200 and 230 volts. These pumps are able to be rewired to 460 volts in the field.*

Technical Data

LGV07/LGH07-Series - 60 Hz

Motor Insulation Class	H 180°C
Impeller Type	Semi-Open
Impeller Material	Stainless Steel
Control Cord Type & Diameter	18/5 SOOW, 0.375 in
Power Cord Length (Options)	35, 50, 100 ft
Standard Quick-connect Cords	Standard
Heavy-duty Quick-connect Cords	Optional
Upper (Inner) Seal Material	Carbon - Rotating Ceramic - Stationary Viton Elastomers
Lower (Outer) Seal Material	Silicon Carbide - Rotating Graphite Impregnated Silicon Carbide - Stationary Viton Elastomers
Max Water Temp for Continuous Duty	40°C
Min Fluid Level for Continuous Operation	Motor Housing Fully Submerged
Fluid pH Range	4–10
Starts Per Hour	30
Shaft Material	416 Stainless Steel
Fastener Material	316 Stainless Steel

O-Ring Elastomers	Buna-N
Upper Bearing	Single Row Deep Groove
Lower Bearing	Double Row Angular Contact
Oil Type	ISO VG10 Turbine Oil
Max Submersion Depth	75 ft
Discharge (Std)	Horizontal, 2 in, 2.5 in & 3 in 150# ANSI with 2 in NPT
Discharge (Optional)	Vertical, 2 in & 3 in NPT
Protective External Finish	Epoxy Powder Coat
Seal Fail Detection	Dual Probe - 2 Wire with Resistor 200K ohm Resistance
Thermal Protection	3 Hermetically Sealed Thermostats 125°C Opening Temperature 105°C Closing Temperature 3A @ 120VAC, 1A @ 240 VAC
Volute Material	Class 30 Cast Iron
Pump Weight	280 lbs
Cuts Per Minute	Over 400,000
Cutter Material	Hardened 440 Stainless Steel
Certifications	CSA Certified to CSA and UL® Standards CAN/CSA C22.2 No. 108-14 ANSI/UL 778 6th Ed

Specifications are subject to change without notice.

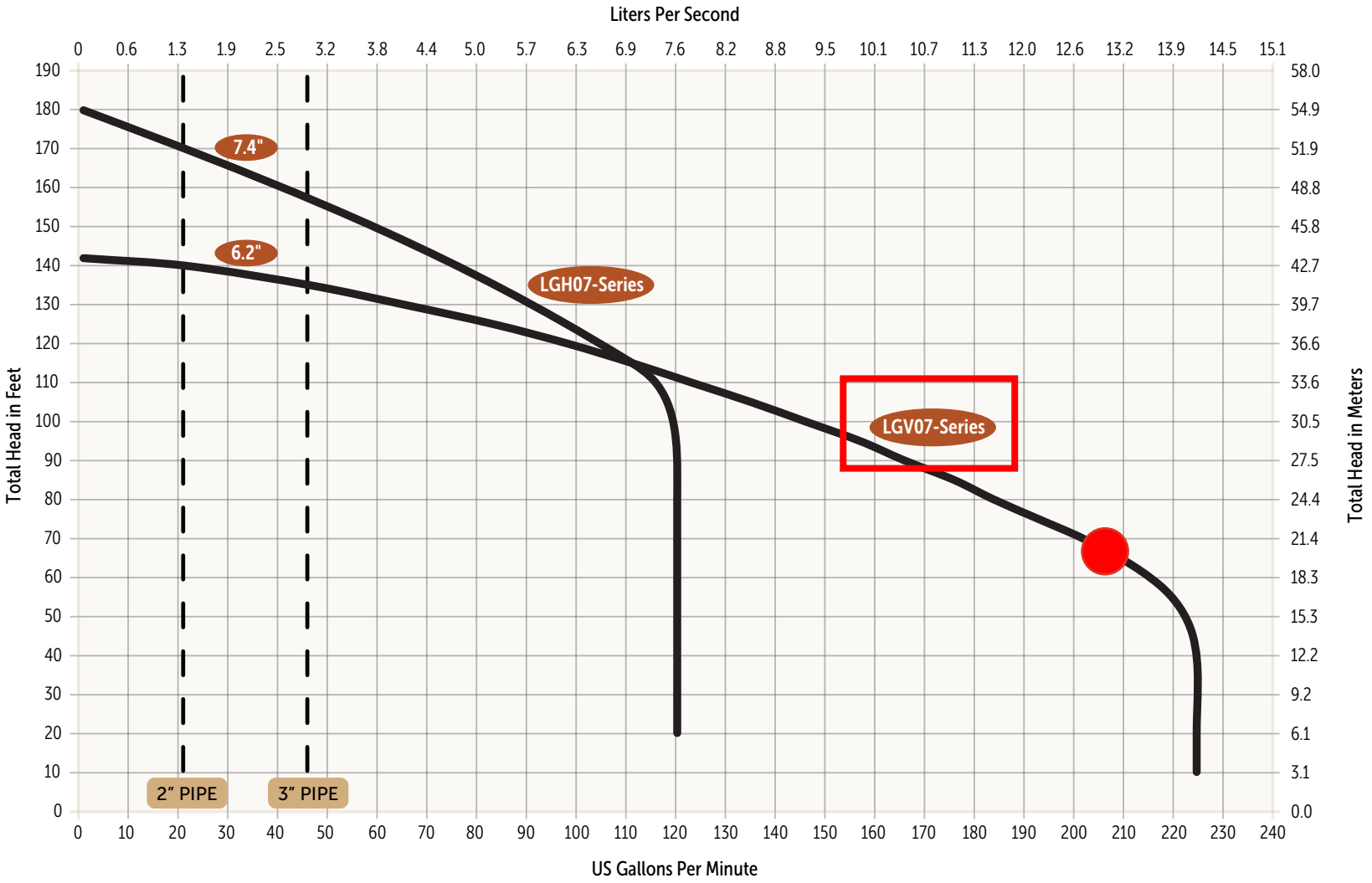
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Performance Curve

LGV07/LGH07-Series - 60 Hz



Pumps must operate within the proper range shown on the performance chart. It is the responsibility of the end user to ensure this requirement is met. Pumps operating outside the recommended range are prone to damage, excessive vibration, cavitation, poor efficiency, and may exceed nameplate amperage.

Specifications are subject to change without notice.

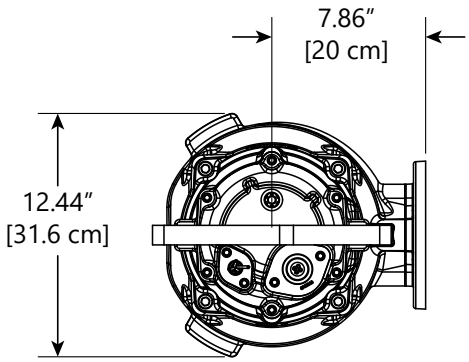
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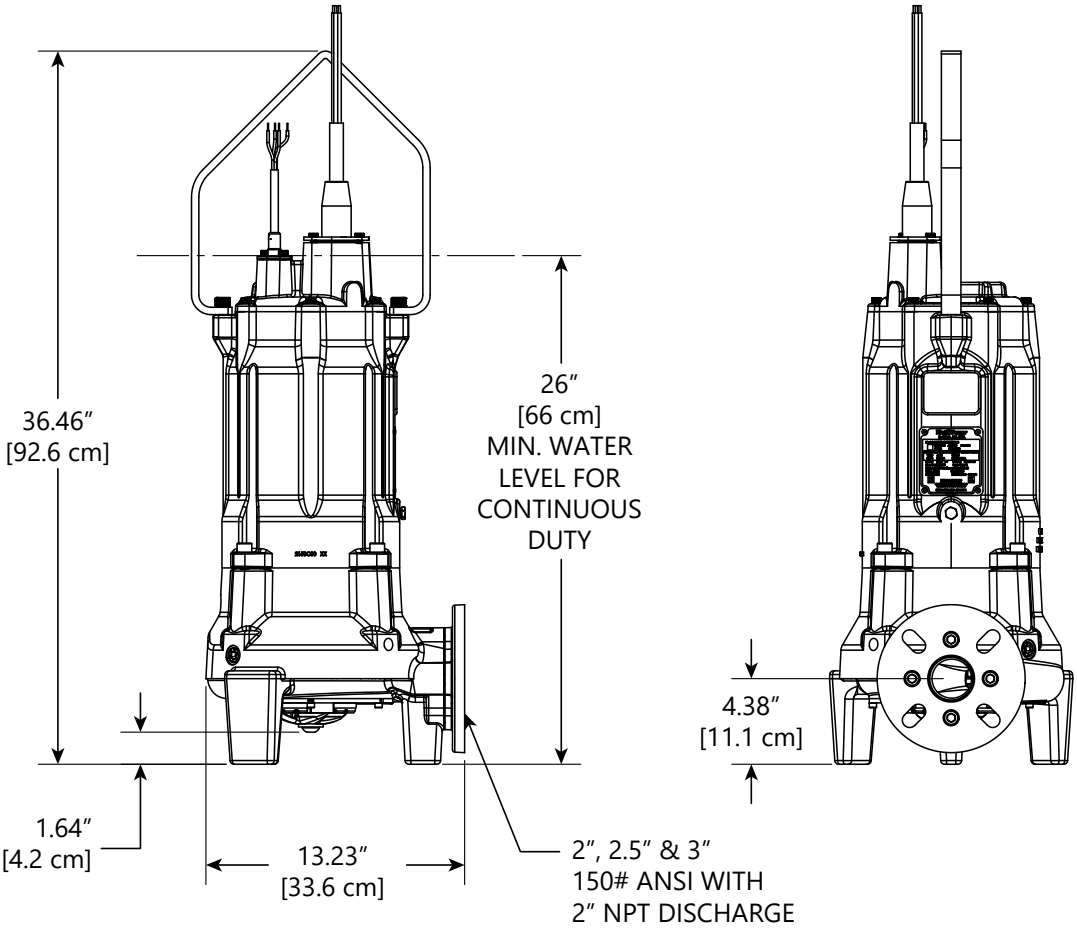
Dimensional Data

LGV07/LGH07-Series - 60 Hz

Horizontal Discharge



OPTIONAL DISCHARGE KIT AVAILABLE FOR 4″ ANSI DISCHARGE **KIT #K002016**



Liberty Pumps
Engineered Products

Specifications and Construction

LGV07/LGH07-Series - 60 Hz

GENERAL

The contractor shall provide labor, material, equipment, and incidentals required to provide _____ (QTY) sewage grinder pumps as specified herein. The pump models covered in this specification are LGH073A, LGH074A, LGH075A high head and LGV073A, LGV074A, LGV075A high volume grinder pumps. The pump furnished for this application shall be model _____ as manufactured by Liberty Pumps.

OPERATING CONDITIONS

Each submersible pump shall be rated at 7.5 hp, _____ Volts, 3-phase, 60 Hz, 3450 RPM. The unit shall produce _____ GPM at _____ feet of total dynamic head.

The submersible pump shall be capable of handling residential and commercial sewage and grinding it to a fine slurry, enabling it to be pumped over long distances. The LGH07-Series submersible pump shall have a shut-off head of 180 feet and a max flow of 120 GPM @ 20 feet of total dynamic head. The LGV07-Series submersible pump shall have a shut-off head of 142 feet and a max flow of 225 GPM @ 10 feet of total dynamic head.

CONSTRUCTION

Each centrifugal sewage grinder pump shall be equal to the Certified LGH07/LGV07-Series pumps as manufactured by Liberty Pumps, Bergen NY. The casting enclosing the motor shall be constructed of class 30 cast iron. The motor housing shall be oil-filled to dissipate heat. Air-filled motors shall not be considered equal since they do not properly dissipate heat from the motor. Mating parts shall be machined and sealed with a Buna-N O-ring. All fasteners exposed to the process fluid shall be stainless steel. The motor shall be protected on the top side with a sealed cast iron cord entry plate which is potted to prevent water from entering through the cord. The motor shall be protected on the lower side with a dual mechanical seal arrangement and an oil-filled intermediate chamber. The upper (inner) seal shall be a two-piece mechanical seal with a carbon rotating and a ceramic stationary face. The lower (outer) seal shall be a two-piece mechanical seal with a silicon carbide rotating and a graphite impregnated silicon carbide stationary face. The upper and lower bearings shall be sized to properly withstand radial and thrust loads produced throughout the full operating range of the pump.

POWER AND CONTROL CORD

The submersible pump shall be supplied with 35, 50, or 100 feet of a multi-conductor cord of type W for models LGH073A and LGV073A, and type SOOW for models LGH074A, LGH075A, LGV074A, and LGV075A. These type W & SOOW power cords carry a voltage rating of 600 V, a temperature rating of 90°C, have oil-resistant insulation, are water- and weather-resistant, UL listed, and CSA approved.

The power cord shall be sized for the rated full load amps of the pump for continuous duty in accordance with the NEC. A separate type SOOW control cord of equal length shall also exit the pump. Both the Standard Quick-connect power and control cords shall have a molded Neoprene plug held in place with a stainless steel compression plate. The plugs engage a receptacle with molded-in electrical pins, all of which shall be protected by a cast iron housing. The motor shall be protected from moisture via these two sealing methods: the plug to receptacle, and receptacle to cast iron housing. The power and control cord leads shall be connected to the motor leads via a terminal block. The Standard Quick-connect cords offer quick cord replacement without the need to send the entire pump to an authorized repair facility and allows for pump maintenance without disturbing electrical boxes or control panels.

HEAVY-DUTY QUICK-CONNECT CORDS

(OPTIONAL)

Optional Heavy-duty Quick-connect cords shall offer quick cord replacement without the need to send the entire pump to an authorized repair facility. This shall also allow for pump maintenance without disturbing electrical boxes or control panels. A terminal block shall be used for internal wire connections.

BEARINGS AND SHAFT

The shaft shall be supported by two ball bearings. The top bearing shall be a deep groove radial contact ball bearing and the lower bearing shall be a double row angular contact ball bearing designed to handle the radial and axial forces incurred by pumping. The lower bearing shall be positively retained by a threaded bearing retaining nut, which eliminates any axial movement or rotation of the outer bearing race. Both bearings shall be permanently lubricated by the oil that fills the motor housing. Pump designs requiring scheduled bearing maintenance shall not be considered equal. Pumps with single row lower bearings or sleeve bearings shall not be considered equal. The bearing system shall be sized to provide a minimum of 100,000 hours B10 bearing life throughout the operating range of the pump. Pumps that only provide a 50,000 hour B10 bearing life shall not be considered equal.

The motor shaft shall be made of 416 stainless steel. The motor shaft shall be constructed from a single piece of stainless steel. Spin welded shafts shall not be considered equal. The shaft shall be designed to withstand the maximum torque and radial loads present during start-up and normal operation. Shafts of carbon steel or chrome-plated shafts shall not be considered equal.

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MOTOR

The motor shall be oil-filled, inverter duty, Class H insulated, NEMA A design, and rated for continuous duty. Since air-filled motors are not capable of dissipating heat efficiently, they shall not be considered equal. The mid chamber design utilizing ***MidTherm™ Cooling*** technology shall allow for oil in the motor chamber to reject heat to the pumped media and provide cooling to the motor. This motor design shall provide significantly reduced operating temperatures. Pumps requiring an auxiliary cooling means shall not be considered equal.

The motor shall be constructed to meet IE3 Premium Efficiency standards in accordance with NEMA MG1. The copper stator windings shall be insulated with moisture-resistant Class H insulation materials, rated for 180°C per NEMA MG1 1.66. The maximum continuous temperature of pumped liquids shall be 40°C. The winding operating temperature at rated horsepower and service factor shall be a maximum of 125°C @ 40°C ambient.

Motor shall have UL approved thermostats mounted directly on the stator windings. Motor shall have three thermostats, one on each phase. The thermostat leads of the control cord shall be connected to a motor control relay in the control panel.

Motor service factor shall be 1.0 under normal conditions and 1.0 when operated on a Variable Frequency Drive (VFD) per MG1 standard. Motor shall have a voltage tolerance of ±10% from nominal. Motor shall meet the requirements of NEMA MG1 Part 30 and 31 for operation on Pulse Width Modulation type VFD with inverter duty rated magnet wire and insulation. Motor shall be capable of handling up to 30 evenly spaced starts per hour without overheating.

SEALS

The pump shall have two shaft seals separated by an oil chamber. Pumps utilizing single seal technology shall not be considered equal. A leak detection probe shall be positioned in the oil chamber and shall allow for continuous monitoring for lower (outer) seal failure. The lower seal shall be a two-piece design that is easily serviceable. Shaft seals shall not require scheduled maintenance. The upper (inner) seal shall be carbon on ceramic and the lower seal shall be silicon carbide on graphite impregnated silicon carbide. Both seals shall include stainless steel housings and Viton elastomers.

IMPELLER

The impeller shall be stainless steel. The impeller shall be dynamically balanced, keyed and bolted onto the motor shaft.

CUTTER MECHANISM

The cutter and plate shall consist of hardened 440 stainless steel with a Rockwell C hardness of 55-60. The stationary cutter plate shall have specially designed orifices through it, which enable the slurry to flow through the pump housing at an equalized pressure and velocity. The stationary cutter plate shall feature patented V-Slice® Cutter Technology. This superior cutting system consists of V shapes to maximize cutting action and arc shape exclusion slots to outwardly eject debris from under the rotary cutter. The rotary cutter shall have four blades and be designed with a recessed area behind the cutting edge to prevent the accumulation and binding of any material between rotary cutter and the stationary cutter plate. The cutter shall be capable of over 400,000 cuts per minute. The cutting system shall incorporate close tolerances for optimum performance. Ring or radial cutters, or those that grind on the outside circumference of shall not be considered equal.

CONTROL PANEL

All LGH07/LGV07-Series pumps require a control panel. The control panel shall be equipped with circuit breakers and adjustable overload devices to protect against excess current or electrical problems. This device shall be sized appropriately for the pump model(s) being controlled.

The control panel shall include thermal overload relay(s) that shall shut down the pump in the event the thermostats in the motor open. Thermostats are designed to open at 125°C.

The control panel shall include a seal fail monitoring device that shall indicate a primary seal failure. The seal fail monitoring device shall be capable of monitoring the resistance of the seal failure probe in the pump. The sensitivity of the seal fail monitoring device shall be adjustable from approximately 1KΩ to at least 250kΩ.

Pump Model	Voltage	Control Panel Model			
		Fiberglass Enclosure		Stainless Steel Enclosure	
		Duplex	Simplex	Duplex	Simplex
LGH073A	200/230	LED3-40	LES3-40	LEDS3-40	LESS3-40
LGV073A	200/230	LED3-40	LES3-40	LEDS3-40	LESS3-40
LGH074A	460	LED3-35	LES3-35	LEDS3-35	LESS3-35
LGV074A	460	LED3-35	LES3-35	LEDS3-35	LESS3-35
LGH075A	575	LED5-35	LES5-35	LEDS5-35	LESS5-35
LGV075A	575	LED5-35	LES5-35	LEDS5-35	LESS5-35

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SHAFT GROUNDING BRUSH

3-phase pumps shall be equipped with a shaft grounding brush. Pumps not utilizing a current mitigation technology shall not be considered equal.

QUALITY CONTROL

The pump shall be manufactured in an ISO® 9001 certified facility. Manufactured in the USA with US and global components.

SUPPORT

The pump shall have cast iron support legs, enabling it to be a freestanding unit. The legs shall be high enough to allow solids and long stringy debris to enter the pump inlet.

PROTECTIVE FINISH

The exterior of the casting shall be protected with corrosion-resistant baked-on epoxy powder coat.

TESTING

The pump shall have a ground continuity check and undergo a hi-pot test for electrical integrity, moisture content, and insulation defects. The motor housing and mid chamber shall be pressurized, and an air leak decay test performed to ensure integrity of the assembled unit. The pump shall be run, voltage and current monitored, and checked for noise or other malfunction. Certified performance testing is available upon request.

APPLICATIONS

- Municipal Engineered Lift Stations
- Storm Water Removal
- Wastewater Transfer
- Industrial Wastewater
- Treatment Plants

MATERIAL FEATURES PUMP:

- Grinder - High Head or High Volume
- Discharge - Horizontal, 2", 2.5" & 3" 150# ANSI, with 2" NPT, Vertical, 2" or 3" NPT
- Seals - Dual Mechanical with Viton Elastomers, Upper (Inner) - Carbon on Ceramic; Lower (Outer) - Silicon Carbide on Graphite Impregnated Silicon Carbide
- Construction - Cast Iron ASTM A48, Class 30, 30,000# Tensile Strength, Protected with a Corrosion-Resistant Baked-on Epoxy Powder Coating
- Hardware - 316 Stainless Steel
- O-ring Seals - Buna-N
- Stainless Steel Impeller - Precision Balanced
- Hardened 440 Stainless Steel Cutter and Cutter Plate
- Cuts per minute - over 400,000
- Thermal Sensors and Moisture Detection System
- Optional:
  - Heavy-duty Quick-connect Power and Control Cords
  - Cord Length Options (feet) - 35, 50, 100
  - Trimmed Impeller

MOTOR:

- 3-Phase - 200/230, 460, 575V, 3450 RPM
- Inverter Duty, Class H Insulation, NEMA A Design
- Oil-filled Motor Housing
- Cast Iron Housing with **MidTherm™ Cooling** deep sump design for Improved Heat Dissipation
- Continuous Duty Operation
- Bearings
  - Upper - Single Row Deep Groove Radial Contact
  - Lower - Double Row Angular Contact

Liberty Pumps®

Engineered Products

LIMITED WARRANTY

Liberty Pumps, Inc. warrants that pumps of its Engineered Product line are free from all factory defects in material and workmanship for a period of 18 months from the date of installation or 24 months from the date of manufacture, whichever occurs first, and provided that such products are used in compliance with their intended applications as set forth in the Liberty Engineered Products specifications and technical manuals. The date of installation shall be determined by a completed pump start-up report and warranty registration form.

A pump startup report, filled out by a qualified installer, is required for warranty to take effect. The report must be submitted within 30 days from the installation date and submitted through the Liberty Pumps website. During the warranty period, the manufacturer's obligation, and at its discretion, shall be limited to the repair or replacement of any parts found by the manufacturer to be defective, provided the product is returned freight prepaid to the manufacturer or its authorized service center, and provided that none of the following warranty-voiding characteristics are evident:

The manufacturer shall not be liable under this Warranty if the product has not been properly installed or maintained in accordance with the printed instructions provided; if it has been disassembled, modified, abused or tampered with; if the pump discharge has been reduced in size; if the pump has been used in water temperatures above those shown in the specifications; if the thermal overload(s) and seal moisture probe(s) have not been properly connected (where equipped); if the pump has been used in water containing sand, lime, cement, gravel or other abrasives; if the product has been used to pump chemicals or hydrocarbons; if the product has been moved from its original installation location, or if the label bearing the serial and code number has been removed.

Liberty Pumps, Inc. shall not be liable for any loss, damage or expenses resulting from installation or use of its products, or for consequential damages, including field labor costs, travel expenses, rental equipment, costs of removal, reinstallation or transportation to and from the factory or an authorized Liberty Pumps repair facility.

There is no other express warranty. All implied warranties, including those of merchantability and fitness for a particular purpose, are limited to 18 months from the date of installation or 24 months from the manufacturing date. This Warranty contains the exclusive remedy of the purchaser, and, where permitted, liability for consequential or incidental damages under any and all warranties are excluded.

Specifications are subject to change without notice.

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PSI Technologies Inc
3520 Investment Lane Unit #3
Riviera Beach, Florida 33404
Phone: 561-660-0022 Email: tom@psi-techinc.com

Mediterranean LS – 7.5 HP Grinder Pump Replacement Quotation

Company:	Village of Palm Springs Utilities	Date:	03-12-2026
Contact:	Lazaro Farrey	Quote#:	TK0311-2026
Street:	2400 Kirk Rd.	Quote Valid:	60 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	(561) 324-8855	Shipping:	Included
Email:	lfarrey@vpsfl.org	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
	Replacement for 10.0 HP Pump with 7.5 HP Grinder Sized for 200 GPM @ 67' TDH **Electrical = 230V/3PH**		
2	PSI-Technologies – Liberty grinder pump model # LGV073A0620S2SBJB-3 - 3" Submersible Grinder Pump with cutter technology, 7.5 HP, 3450 rpm 230V / 3phase / 26 FLA - w/35' Power & Thermal Cable Heavy Duty Quick Disconnect Cords, 6.2" impeller, includes SS Lifting Bail and 3" x 4" WILO pump flange adapter (installed).	$8,500.00	**$17,000.00**
	Pump curve attached for reference		
	List Price = $12,143.00		
	Lead Time / 4-6 weeks		
	Delivery Included		
	Total		**$17,000.00**

Accepted By / Date: _____

'Quality Products, Professionally Applied, Exceptional Service and Support'

Liberty Pumps®

Engineered Products

LGV07-Series
LGH07-Series
Grinder

7.5 hp

Ordinary Location

60 Hz



Patent: See
www.LibertyPumps.com/LEP/patents

- V-Slice® Cutter Technology
- Dual seal
- 2", 2.5" & 3" ANSI® horizontal discharge with 2" NPT
- Stainless steel impeller
- Standard Quick-connect power and control cords

Omnivore® Grinders

Technical Data

Performance Curve

Dimensional Data

Specifications and Construction



Optional 2"/3"
vertical discharge

Proudly built in the USA with
US and global components

Submersible Wastewater Pump Association SWPA MEMBER

C SP US

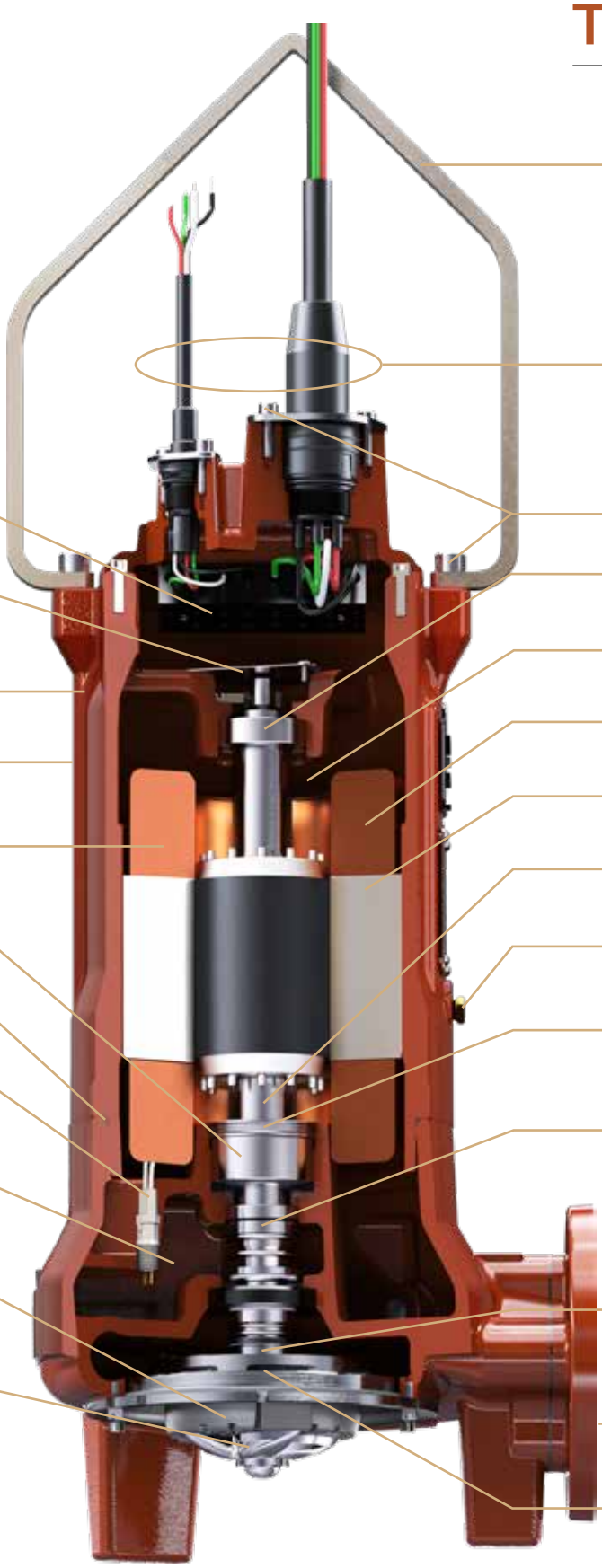
Liberty Pumps
Engineered Products

Technical Data

LGV07/LGH07-Series - 60 Hz



Optional Heavy-duty Quick-connect cords



SS lifting bale - sized for ease of use

Standard Quick-connect cords

Terminal block for internal wiring

Rotor shaft grounding brush protects bearings during VFD operation

Heavy duty class 30 cast iron motor housing

Protective powder coat finish

Press fit stator enhances heat transfer allowing for cooler motor temperatures

Lower bearing double row angular contact ball bearing

Buna-N O-rings seal all joints

Seal leak detection, 2-probe sensor with resistor

MidTherm™ Cooling
Allows oil to be cooled by pumped media

440 SS cutter plate spiraled for solids clearing, hardened to 58Rc

440 SS rotary cutter hardened to 58Rc

All hardware 316 SS

Upper deep groove ball bearing

Oil-filled motor chamber cools motor and lubricates bearings

Inverter duty rated Class H insulation

NEMA® IE3 Premium Efficiency motor construction

One piece 416 SS rotor shaft

Stator locking pin prevents stator movement

Bearing locking ring eliminates axial shaft movement

Upper (inner) seal – carbon on ceramic with Viton elastomers and SS components

Lower (outer) seal – silicon carbide on graphite impregnated silicon carbide with Viton elastomers and SS components

2", 2.5" & 3" 150# ANSI flange with 2" NPT

Stainless steel impeller

Vertical Discharge Option



2" NPT with 3" NPT flange

Patent: See
www.LibertyPumps.com/LEP/patents

Technical Data

LGV07/LGH07-Series - 60 Hz

Model Number	LGH073A	LGH074A	LGH075A	LGV073A	LGV074A	LGV075A
HP	7.5	7.5	7.5	7.5	7.5	7.5
Volts	200/230*	460	575	200/230*	460	575
Phase	3	3	3	3	3	3
Hz	60	60	60	60	60	60
RPM	3450	3450	3450	3450	3450	3450
FLA	32/28	14.25	11.5	30/26	13	10.12
LRA	210	105	76.5	210	105	76.5
Max kW Input	10.4	10.6	10.7	9.8	9.6	9.8
NEMA Code	A	A	A	A	A	A
Service Factor	1	1	1	1	1	1
Power Factor (%)	94	94	95	94	94	95
KVA Code	M	M	M	M	M	M
Std Impeller Diameter (in)	7.4	7.4	7.4	6.2	6.2	6.2
Shut-Off Head w/Std Impeller (ft)	180	180	180	142	142	142
Min Head w/Std Impeller (ft)	20	20	20	10	10	10
Max Flow @ Min Head (GPM)	120	120	120	225	225	225
Power Cord Type & Diameter	Type W, 1 in	SOOW,0.72 in	SOOW,0.72 in	Type W, 1 in	SOOW,0.72 in	SOOW,0.72 in

** System voltages: 208 and 240 volts with utilization voltages: 200 and 230 volts. These pumps are able to be rewired to 460 volts in the field.*

Technical Data

LGV07/LGH07-Series - 60 Hz

Motor Insulation Class	H 180°C
Impeller Type	Semi-Open
Impeller Material	Stainless Steel
Control Cord Type & Diameter	18/5 SOOW, 0.375 in
Power Cord Length (Options)	35, 50, 100 ft
Standard Quick-connect Cords	Standard
Heavy-duty Quick-connect Cords	Optional
Upper (Inner) Seal Material	Carbon - Rotating Ceramic - Stationary Viton Elastomers
Lower (Outer) Seal Material	Silicon Carbide - Rotating Graphite Impregnated Silicon Carbide - Stationary Viton Elastomers
Max Water Temp for Continuous Duty	40°C
Min Fluid Level for Continuous Operation	Motor Housing Fully Submerged
Fluid pH Range	4–10
Starts Per Hour	30
Shaft Material	416 Stainless Steel
Fastener Material	316 Stainless Steel

O-Ring Elastomers	Buna-N
Upper Bearing	Single Row Deep Groove
Lower Bearing	Double Row Angular Contact
Oil Type	ISO VG10 Turbine Oil
Max Submersion Depth	75 ft
Discharge (Std)	Horizontal, 2 in, 2.5 in & 3 in 150# ANSI with 2 in NPT
Discharge (Optional)	Vertical, 2 in & 3 in NPT
Protective External Finish	Epoxy Powder Coat
Seal Fail Detection	Dual Probe - 2 Wire with Resistor 200K ohm Resistance
Thermal Protection	3 Hermetically Sealed Thermostats 125°C Opening Temperature 105°C Closing Temperature 3A @ 120VAC, 1A @ 240 VAC
Volute Material	Class 30 Cast Iron
Pump Weight	280 lbs
Cuts Per Minute	Over 400,000
Cutter Material	Hardened 440 Stainless Steel
Certifications	CSA Certified to CSA and UL® Standards CAN/CSA C22.2 No. 108-14 ANSI/UL 778 6th Ed

Specifications are subject to change without notice.

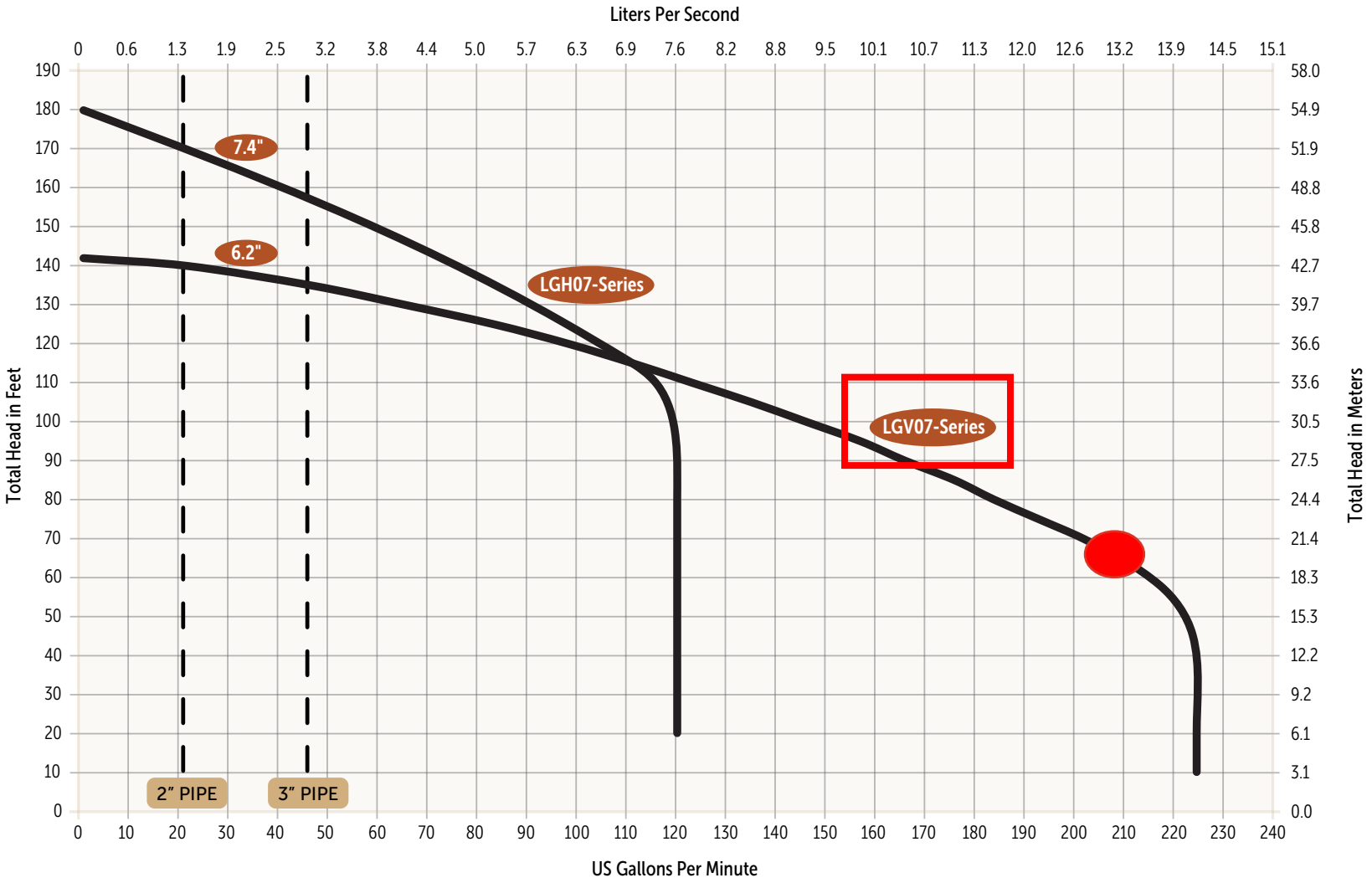
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Performance Curve

LGV07/LGH07-Series - 60 Hz



Pumps must operate within the proper range shown on the performance chart. It is the responsibility of the end user to ensure this requirement is met. Pumps operating outside the recommended range are prone to damage, excessive vibration, cavitation, poor efficiency, and may exceed nameplate amperage.

Specifications are subject to change without notice.

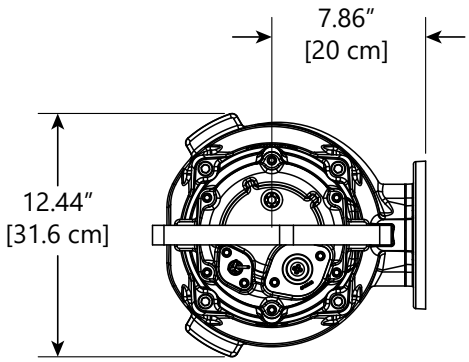
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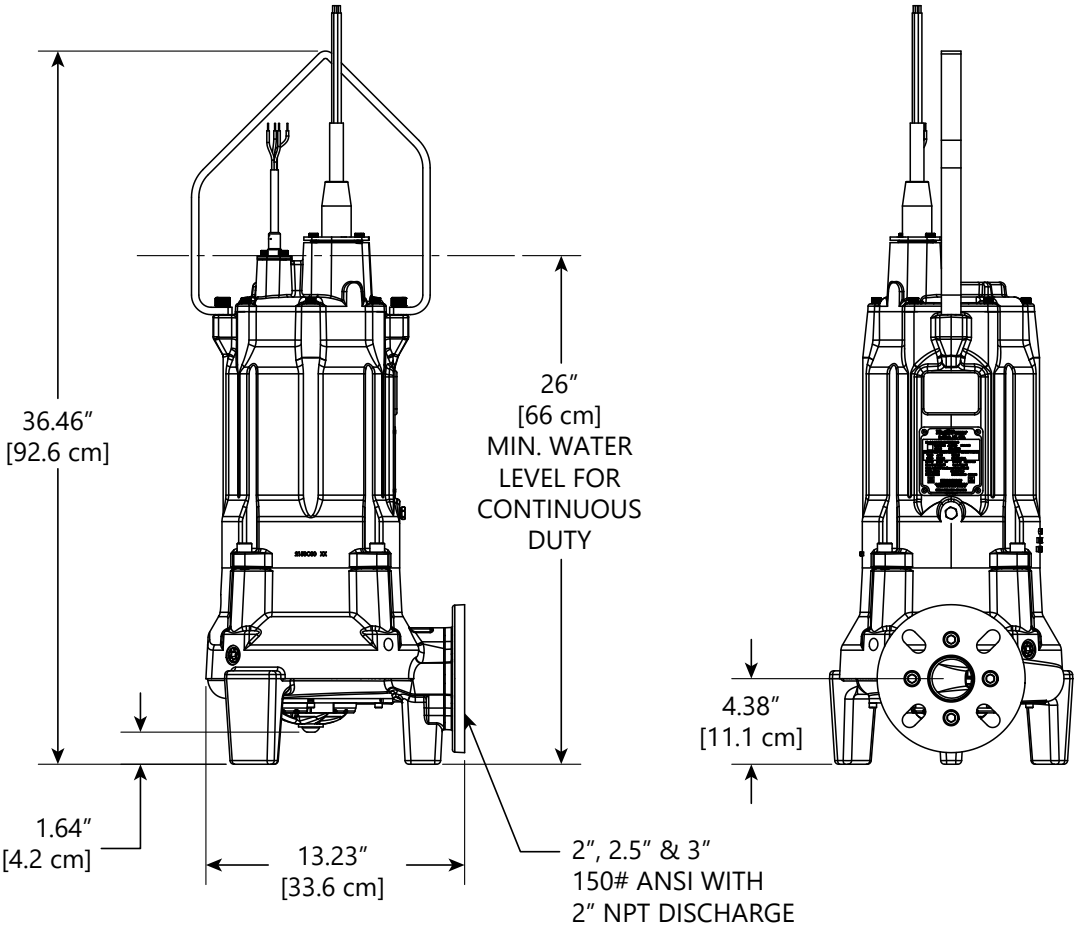
Dimensional Data

LGV07/LGH07-Series - 60 Hz

Horizontal Discharge



OPTIONAL DISCHARGE KIT AVAILABLE FOR 4″ ANSI DISCHARGE **KIT #K002016**



Liberty Pumps
Engineered Products

Specifications and Construction

LGV07/LGH07-Series - 60 Hz

GENERAL

The contractor shall provide labor, material, equipment, and incidentals required to provide _____ (QTY) sewage grinder pumps as specified herein. The pump models covered in this specification are LGH073A, LGH074A, LGH075A high head and LGV073A, LGV074A, LGV075A high volume grinder pumps. The pump furnished for this application shall be model _____ as manufactured by Liberty Pumps.

OPERATING CONDITIONS

Each submersible pump shall be rated at 7.5 hp, _____ Volts, 3-phase, 60 Hz, 3450 RPM. The unit shall produce _____ GPM at _____ feet of total dynamic head.

The submersible pump shall be capable of handling residential and commercial sewage and grinding it to a fine slurry, enabling it to be pumped over long distances. The LGH07-Series submersible pump shall have a shut-off head of 180 feet and a max flow of 120 GPM @ 20 feet of total dynamic head. The LGV07-Series submersible pump shall have a shut-off head of 142 feet and a max flow of 225 GPM @ 10 feet of total dynamic head.

CONSTRUCTION

Each centrifugal sewage grinder pump shall be equal to the Certified LGH07/LGV07-Series pumps as manufactured by Liberty Pumps, Bergen NY. The casting enclosing the motor shall be constructed of class 30 cast iron. The motor housing shall be oil-filled to dissipate heat. Air-filled motors shall not be considered equal since they do not properly dissipate heat from the motor. Mating parts shall be machined and sealed with a Buna-N O-ring. All fasteners exposed to the process fluid shall be stainless steel. The motor shall be protected on the top side with a sealed cast iron cord entry plate which is potted to prevent water from entering through the cord. The motor shall be protected on the lower side with a dual mechanical seal arrangement and an oil-filled intermediate chamber. The upper (inner) seal shall be a two-piece mechanical seal with a carbon rotating and a ceramic stationary face. The lower (outer) seal shall be a two-piece mechanical seal with a silicon carbide rotating and a graphite impregnated silicon carbide stationary face. The upper and lower bearings shall be sized to properly withstand radial and thrust loads produced throughout the full operating range of the pump.

POWER AND CONTROL CORD

The submersible pump shall be supplied with 35, 50, or 100 feet of a multi-conductor cord of type W for models LGH073A and LGV073A, and type SOOW for models LGH074A, LGH075A, LGV074A, and LGV075A. These type W & SOOW power cords carry a voltage rating of 600 V, a temperature rating of 90°C, have oil-resistant insulation, are water- and weather-resistant, UL listed, and CSA approved.

The power cord shall be sized for the rated full load amps of the pump for continuous duty in accordance with the NEC. A separate type SOOW control cord of equal length shall also exit the pump. Both the Standard Quick-connect power and control cords shall have a molded Neoprene plug held in place with a stainless steel compression plate. The plugs engage a receptacle with molded-in electrical pins, all of which shall be protected by a cast iron housing. The motor shall be protected from moisture via these two sealing methods: the plug to receptacle, and receptacle to cast iron housing. The power and control cord leads shall be connected to the motor leads via a terminal block. The Standard Quick-connect cords offer quick cord replacement without the need to send the entire pump to an authorized repair facility and allows for pump maintenance without disturbing electrical boxes or control panels.

HEAVY-DUTY QUICK-CONNECT CORDS

(OPTIONAL)

Optional Heavy-duty Quick-connect cords shall offer quick cord replacement without the need to send the entire pump to an authorized repair facility. This shall also allow for pump maintenance without disturbing electrical boxes or control panels. A terminal block shall be used for internal wire connections.

BEARINGS AND SHAFT

The shaft shall be supported by two ball bearings. The top bearing shall be a deep groove radial contact ball bearing and the lower bearing shall be a double row angular contact ball bearing designed to handle the radial and axial forces incurred by pumping. The lower bearing shall be positively retained by a threaded bearing retaining nut, which eliminates any axial movement or rotation of the outer bearing race. Both bearings shall be permanently lubricated by the oil that fills the motor housing. Pump designs requiring scheduled bearing maintenance shall not be considered equal. Pumps with single row lower bearings or sleeve bearings shall not be considered equal. The bearing system shall be sized to provide a minimum of 100,000 hours B10 bearing life throughout the operating range of the pump. Pumps that only provide a 50,000 hour B10 bearing life shall not be considered equal.

The motor shaft shall be made of 416 stainless steel. The motor shaft shall be constructed from a single piece of stainless steel. Spin welded shafts shall not be considered equal. The shaft shall be designed to withstand the maximum torque and radial loads present during start-up and normal operation. Shafts of carbon steel or chrome-plated shafts shall not be considered equal.

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MOTOR

The motor shall be oil-filled, inverter duty, Class H insulated, NEMA A design, and rated for continuous duty. Since air-filled motors are not capable of dissipating heat efficiently, they shall not be considered equal. The mid chamber design utilizing ***MidTherm™ Cooling*** technology shall allow for oil in the motor chamber to reject heat to the pumped media and provide cooling to the motor. This motor design shall provide significantly reduced operating temperatures. Pumps requiring an auxiliary cooling means shall not be considered equal.

The motor shall be constructed to meet IE3 Premium Efficiency standards in accordance with NEMA MG1. The copper stator windings shall be insulated with moisture-resistant Class H insulation materials, rated for 180°C per NEMA MG1 1.66. The maximum continuous temperature of pumped liquids shall be 40°C. The winding operating temperature at rated horsepower and service factor shall be a maximum of 125°C @ 40°C ambient.

Motor shall have UL approved thermostats mounted directly on the stator windings. Motor shall have three thermostats, one on each phase. The thermostat leads of the control cord shall be connected to a motor control relay in the control panel.

Motor service factor shall be 1.0 under normal conditions and 1.0 when operated on a Variable Frequency Drive (VFD) per MG1 standard. Motor shall have a voltage tolerance of ±10% from nominal. Motor shall meet the requirements of NEMA MG1 Part 30 and 31 for operation on Pulse Width Modulation type VFD with inverter duty rated magnet wire and insulation. Motor shall be capable of handling up to 30 evenly spaced starts per hour without overheating.

SEALS

The pump shall have two shaft seals separated by an oil chamber. Pumps utilizing single seal technology shall not be considered equal. A leak detection probe shall be positioned in the oil chamber and shall allow for continuous monitoring for lower (outer) seal failure. The lower seal shall be a two-piece design that is easily serviceable. Shaft seals shall not require scheduled maintenance. The upper (inner) seal shall be carbon on ceramic and the lower seal shall be silicon carbide on graphite impregnated silicon carbide. Both seals shall include stainless steel housings and Viton elastomers.

IMPELLER

The impeller shall be stainless steel. The impeller shall be dynamically balanced, keyed and bolted onto the motor shaft.

CUTTER MECHANISM

The cutter and plate shall consist of hardened 440 stainless steel with a Rockwell C hardness of 55-60. The stationary cutter plate shall have specially designed orifices through it, which enable the slurry to flow through the pump housing at an equalized pressure and velocity. The stationary cutter plate shall feature patented V-Slice® Cutter Technology. This superior cutting system consists of V shapes to maximize cutting action and arc shape exclusion slots to outwardly eject debris from under the rotary cutter. The rotary cutter shall have four blades and be designed with a recessed area behind the cutting edge to prevent the accumulation and binding of any material between rotary cutter and the stationary cutter plate. The cutter shall be capable of over 400,000 cuts per minute. The cutting system shall incorporate close tolerances for optimum performance. Ring or radial cutters, or those that grind on the outside circumference of shall not be considered equal.

CONTROL PANEL

All LGH07/LGV07-Series pumps require a control panel. The control panel shall be equipped with circuit breakers and adjustable overload devices to protect against excess current or electrical problems. This device shall be sized appropriately for the pump model(s) being controlled.

The control panel shall include thermal overload relay(s) that shall shut down the pump in the event the thermostats in the motor open. Thermostats are designed to open at 125°C.

The control panel shall include a seal fail monitoring device that shall indicate a primary seal failure. The seal fail monitoring device shall be capable of monitoring the resistance of the seal failure probe in the pump. The sensitivity of the seal fail monitoring device shall be adjustable from approximately 1KΩ to at least 250kΩ.

Pump Model	Voltage	Control Panel Model			
		Fiberglass Enclosure		Stainless Steel Enclosure	
		Duplex	Simplex	Duplex	Simplex
LGH073A	200/230	LED3-40	LES3-40	LEDS3-40	LESS3-40
LGV073A	200/230	LED3-40	LES3-40	LEDS3-40	LESS3-40
LGH074A	460	LED3-35	LES3-35	LEDS3-35	LESS3-35
LGV074A	460	LED3-35	LES3-35	LEDS3-35	LESS3-35
LGH075A	575	LED5-35	LES5-35	LEDS5-35	LESS5-35
LGV075A	575	LED5-35	LES5-35	LEDS5-35	LESS5-35

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SHAFT GROUNDING BRUSH

3-phase pumps shall be equipped with a shaft grounding brush. Pumps not utilizing a current mitigation technology shall not be considered equal.

QUALITY CONTROL

The pump shall be manufactured in an ISO® 9001 certified facility. Manufactured in the USA with US and global components.

SUPPORT

The pump shall have cast iron support legs, enabling it to be a freestanding unit. The legs shall be high enough to allow solids and long stringy debris to enter the pump inlet.

PROTECTIVE FINISH

The exterior of the casting shall be protected with corrosion-resistant baked-on epoxy powder coat.

TESTING

The pump shall have a ground continuity check and undergo a hi-pot test for electrical integrity, moisture content, and insulation defects. The motor housing and mid chamber shall be pressurized, and an air leak decay test performed to ensure integrity of the assembled unit. The pump shall be run, voltage and current monitored, and checked for noise or other malfunction. Certified performance testing is available upon request.

APPLICATIONS

- Municipal Engineered Lift Stations
- Storm Water Removal
- Wastewater Transfer
- Industrial Wastewater
- Treatment Plants

MATERIAL FEATURES PUMP:

- Grinder - High Head or High Volume
- Discharge - Horizontal, 2", 2.5" & 3" 150# ANSI, with 2" NPT, Vertical, 2" or 3" NPT
- Seals - Dual Mechanical with Viton Elastomers, Upper (Inner) - Carbon on Ceramic; Lower (Outer) - Silicon Carbide on Graphite Impregnated Silicon Carbide
- Construction - Cast Iron ASTM A48, Class 30, 30,000# Tensile Strength, Protected with a Corrosion-Resistant Baked-on Epoxy Powder Coating
- Hardware - 316 Stainless Steel
- O-ring Seals - Buna-N
- Stainless Steel Impeller - Precision Balanced
- Hardened 440 Stainless Steel Cutter and Cutter Plate
- Cuts per minute - over 400,000
- Thermal Sensors and Moisture Detection System
- Optional:
  - Heavy-duty Quick-connect Power and Control Cords
  - Cord Length Options (feet) - 35, 50, 100
  - Trimmed Impeller

MOTOR:

- 3-Phase - 200/230, 460, 575V, 3450 RPM
- Inverter Duty, Class H Insulation, NEMA A Design
- Oil-filled Motor Housing
- Cast Iron Housing with **MidTherm™ Cooling** deep sump design for Improved Heat Dissipation
- Continuous Duty Operation
- Bearings
  - Upper - Single Row Deep Groove Radial Contact
  - Lower - Double Row Angular Contact

Liberty Pumps®

Engineered Products

LIMITED WARRANTY

Liberty Pumps, Inc. warrants that pumps of its Engineered Product line are free from all factory defects in material and workmanship for a period of 18 months from the date of installation or 24 months from the date of manufacture, whichever occurs first, and provided that such products are used in compliance with their intended applications as set forth in the Liberty Engineered Products specifications and technical manuals. The date of installation shall be determined by a completed pump start-up report and warranty registration form.

A pump startup report, filled out by a qualified installer, is required for warranty to take effect. The report must be submitted within 30 days from the installation date and submitted through the Liberty Pumps website. During the warranty period, the manufacturer's obligation, and at its discretion, shall be limited to the repair or replacement of any parts found by the manufacturer to be defective, provided the product is returned freight prepaid to the manufacturer or its authorized service center, and provided that none of the following warranty-voiding characteristics are evident:

The manufacturer shall not be liable under this Warranty if the product has not been properly installed or maintained in accordance with the printed instructions provided; if it has been disassembled, modified, abused or tampered with; if the pump discharge has been reduced in size; if the pump has been used in water temperatures above those shown in the specifications; if the thermal overload(s) and seal moisture probe(s) have not been properly connected (where equipped); if the pump has been used in water containing sand, lime, cement, gravel or other abrasives; if the product has been used to pump chemicals or hydrocarbons; if the product has been moved from its original installation location, or if the label bearing the serial and code number has been removed.

Liberty Pumps, Inc. shall not be liable for any loss, damage or expenses resulting from installation or use of its products, or for consequential damages, including field labor costs, travel expenses, rental equipment, costs of removal, reinstallation or transportation to and from the factory or an authorized Liberty Pumps repair facility.

There is no other express warranty. All implied warranties, including those of merchantability and fitness for a particular purpose, are limited to 18 months from the date of installation or 24 months from the manufacturing date. This Warranty contains the exclusive remedy of the purchaser, and, where permitted, liability for consequential or incidental damages under any and all warranties are excluded.

Specifications are subject to change without notice.

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PSI Technologies Inc
3520 Investment Lane Unit #3
Riviera Beach, Florida 33404
Phone: 561-660-0022 Email: tom@psi-techinc.com

Lakeside Village LS – 5.0 HP Grinder Pump Replacement Quotation

Company:	Village of Palm Springs Utilities	Date:	03-12-2026
Contact:	Lazaro Farrey	Quote#:	TK0313-2026
Street:	2400 Kirk Rd.	Quote Valid:	60 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	(561) 324-8855	Shipping:	Included
Email:	lfarrey@vpsfl.org	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
	Replacement for 1.5 HP Pump with 5.0 HP Grinder Sized for 229 GPM @ 15' TDH **Electrical = 230V/3PH**		
2	PSI-Technologies – Liberty grinder pump model # LGV053A0540S2SBJB-3 - 3" Submersible Grinder Pump with cutter technology, 5.0 HP, 3450 rpm 230V / 3phase / 17.5 FLA - w/35' Power & Thermal Cable Heavy Duty Quick Disconnect Cords, 5.4" impeller, includes SS Lifting Bail and 3" x 4" Barneys pump flange adapter (installed).	$8,375.00	**$16,750.00**
	Pump curve attached for reference		
	List Price = $11,965.00		
	Lead Time / 4-6 weeks		
	Delivery Included		
	Total		**$16,750.00**

Accepted By / Date: _____

'Quality Products, Professionally Applied, Exceptional Service and Support'

Liberty Pumps®

Engineered Products

LGV05-Series
LGH05-Series
Grinder

5 hp

60 Hz

Ordinary Location



Patent: See
www.LibertyPumps.com/LEP/patents

- V-Slice® Cutter Technology
- Dual seal
- 2", 2.5" & 3" ANSI® horizontal discharge with 2" NPT
- Stainless steel impeller
- Standard Quick-connect power and control cords

Omnivore® Grinders

Technical Data

Performance Curve

Dimensional Data

Specifications and Construction



Optional 2"/3"
vertical discharge

Proudly built in the USA with
US and global components

Submersible Wastewater Pump Association SWPA MEMBER

CSA C US

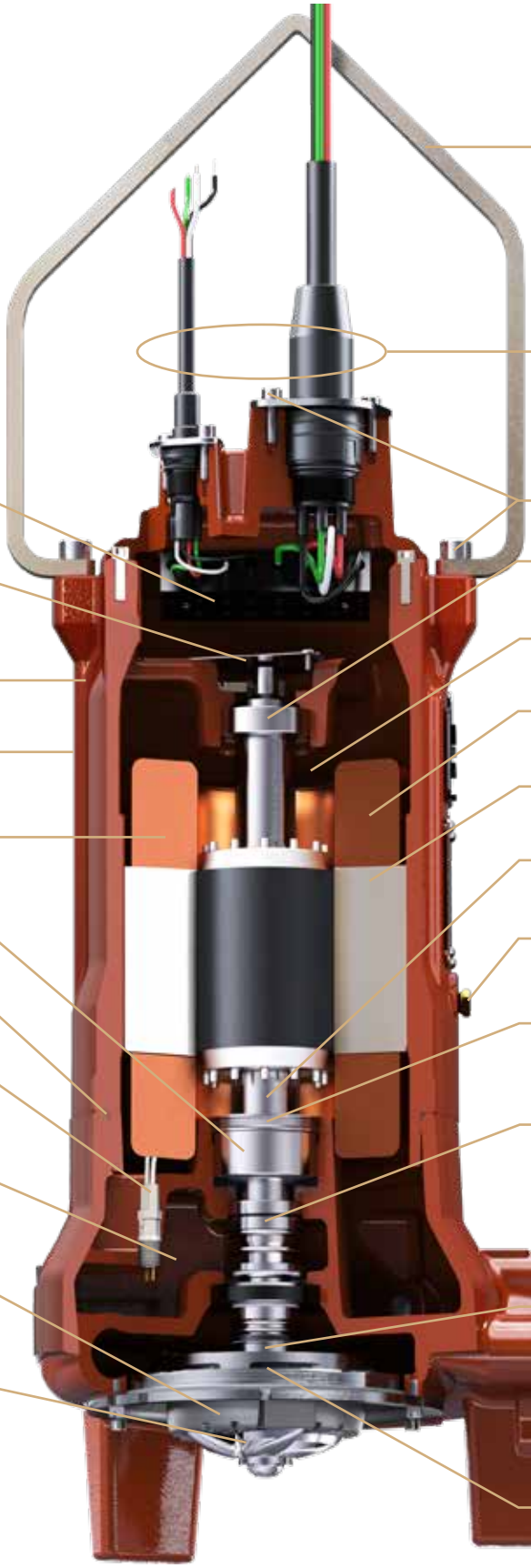
Liberty Pumps
Engineered Products

Technical Data

LGV05/LGH05-Series - 60 Hz



Optional Heavy-duty Quick-connect cords



SS lifting bale - sized for ease of use

Standard Quick-connect cords

Terminal block for internal wiring

Rotor shaft grounding brush protects bearings during VFD operation (3-phase models)

Heavy duty class 30 cast iron motor housing

Protective powder coat finish

Press fit stator enhances heat transfer allowing for cooler motor temperatures

Lower bearing double row angular contact ball bearing

Buna-N O-rings seal all joints

Seal leak detection, 2-probe sensor with resistor

MidTherm™ Cooling
Allows oil to be cooled by pumped media

440 SS cutter plate spiraled for solids clearing, hardened to 58Rc

440 SS rotary cutter hardened to 58Rc

All hardware 316 SS

Upper deep groove ball bearing

Oil-filled motor chamber cools motor and lubricates bearings

Inverter duty rated Class H insulation

NEMA® IE3 Premium Efficiency motor construction

One piece 416 SS rotor shaft

Stator locking pin prevents stator movement

Bearing locking ring eliminates axial shaft movement

Upper (inner) seal – carbon on ceramic with Viton elastomers and SS components

Lower (outer) seal – silicon carbide on graphite impregnated silicon carbide with Viton elastomers and SS components

2", 2.5" & 3" 150# ANSI flange with 2" NPT

Stainless steel impeller

Vertical Discharge Option



2" NPT with 3" NPT flange

Patent: See
www.LibertyPumps.com/LEP/patents

Technical Data

LGV05/LGH05-Series - 60 Hz

Model Number	LGH052A	LGH053A	LGH054A	LGH055A	LGV052A	LGV053A	LGV054A	LGV055A
HP	5	5	5	5	5	5	5	5
Volts	230	200/230*	460	575	230	200/230*	460	575
Phase	1**	3	3	3	1**	3	3	3
Hz	60	60	60	60	60	60	60	60
RPM	3450	3450	3450	3450	3450	3450	3450	3450
FLA	37	24/21	11	8	33	20/17.5	9	7
LRA	125	119	59	39	125	119	59	39
Max kW Input	8.5	8.2	8.1	7.7	7.1	6.7	6.7	6.4
NEMA Code	–	A	A	A	–	A	A	A
Service Factor	1	1	1	1	1	1	1	1
Power Factor (%)	100	95	94	95	100	96	94	94
KVA Code	F	M	M	K	F	M	M	K
Std Impeller Diameter (in)	6.6	6.6	6.6	6.6	5.4	5.4	5.4	5.4
Shut-Off Head w/Std Impeller (ft)	140	140	140	140	97	97	97	97
Min Head w/Std Impeller (ft)	20	20	20	20	10	10	10	10
Max Flow @ Min Head (GPM)	120	120	120	120	230	230	230	230
Power Cord Type & Diameter	Type W, 1 in	SOOW,0.72 in	SOOW,0.72 in	SOOW,0.72 in	Type W, 1 in	SOOW,0.72 in	SOOW,0.72 in	SOOW,0.72 in

** System voltages: 208 and 240 volts with utilization voltages: 200 and 230 volts. These pumps are able to be rewired to 460 volts in the field.*

*** Single-phase motors require capacitors. Liberty Pumps control panel or capacitor kits are recommended for proper operation and warranty. Refer to "Control Panel" section.*

Technical Data

LGV05/LGH05-Series - 60 Hz

Motor Insulation Class	H 180°C
Impeller Type	Semi-Open
Impeller Material	Stainless Steel
Control Cord Type & Diameter	18/5 SOOW, 0.375 in
Power Cord Length (Options)	35, 50, 100 ft
Standard Quick-connect Cords	Standard
Heavy-duty Quick-connect Cords	Optional
Upper (Inner) Seal Material	Carbon - Rotating Ceramic - Stationary Viton Elastomers
Lower (Outer) Seal Material	Silicon Carbide - Rotating Graphite Impregnated Silicon Carbide - Stationary Viton Elastomers
Max Water Temp for Continuous Duty	40°C
Min Fluid Level for Continuous Operation	Motor Housing Fully Submerged
Fluid pH Range	4–10
Starts Per Hour	30
Shaft Material	416 Stainless Steel
Fastener Material	316 Stainless Steel
O-Ring Elastomers	Buna-N

Upper Bearing	Single Row Deep Groove
Lower Bearing	Double Row Angular Contact
Oil Type	ISO VG10 Turbine Oil
Max Submersion Depth	75 ft
Discharge (Std)	Horizontal, 2 in, 2.5 in & 3 in 150# ANSI with 2 in NPT
Discharge (Optional)	Vertical, 2 in & 3 in NPT
Protective External Finish	Epoxy Powder Coat
Seal Fail Detection	Dual Probe - 2 Wire with Resistor 200K ohm Resistance
Thermal Protection	1-phase - 2 Hermetically Sealed Thermostats 3-phase - 3 Hermetically Sealed Thermostats 125°C Opening Temperature 105°C Closing Temperature 3A @ 120VAC, 1A @ 240 VAC
Volute Material	Class 30 Cast Iron
Pump Weight	280 lbs
Cuts Per Minute	Over 400,000
Cutter Material	Hardened 440 Stainless Steel
Certifications	CSA Certified to CSA and UL® Standards CAN/CSA C22.2 No. 108-14 ANSI/UL 778 6th Ed

Specifications are subject to change without notice.

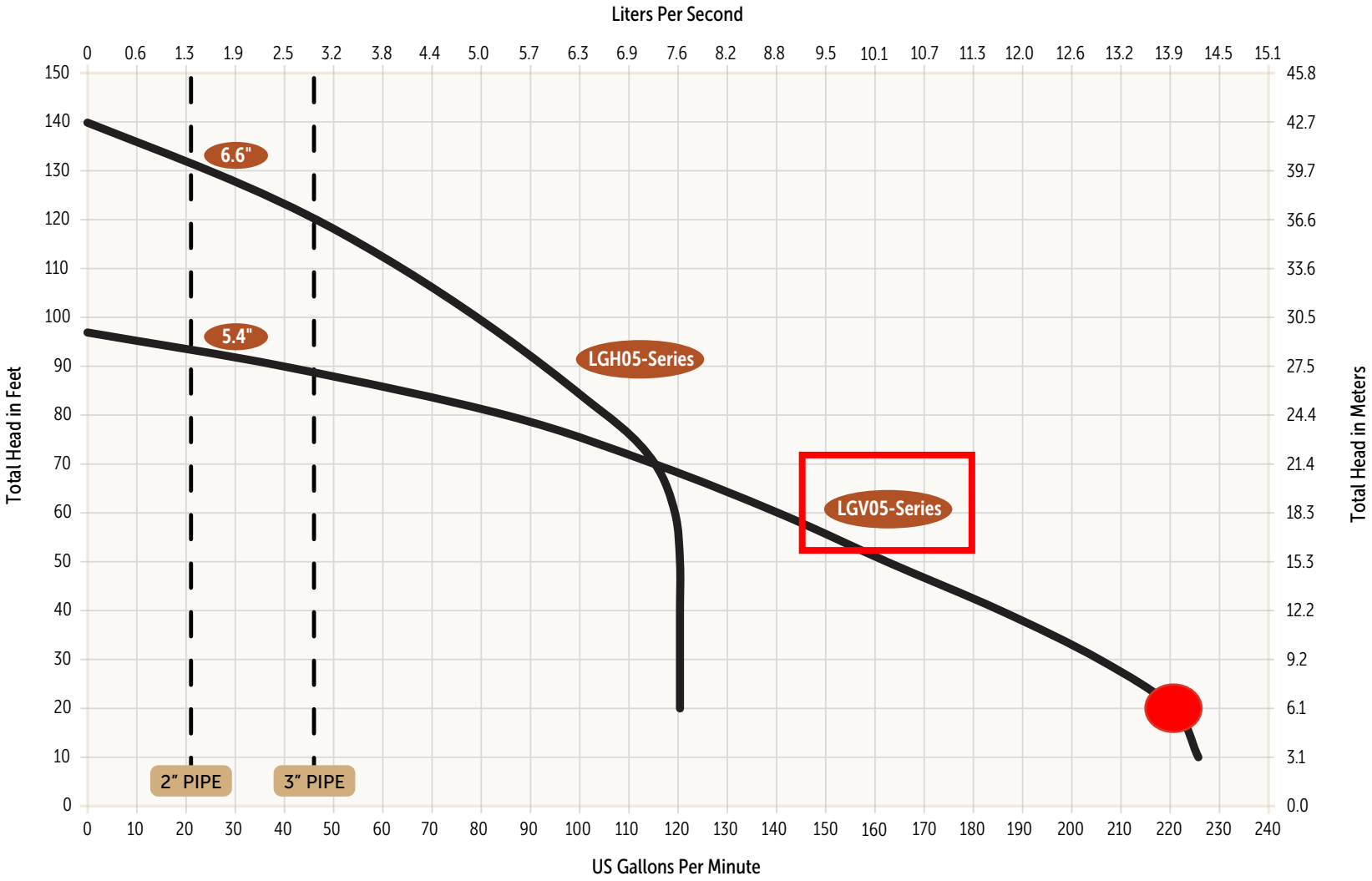
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Engineered Products

Performance Curve

LGV05/LGH05-Series - 60 Hz



Pumps must operate within the proper range shown on the performance chart. It is the responsibility of the end user to ensure this requirement is met. Pumps operating outside the recommended range are prone to damage, excessive vibration, cavitation, poor efficiency, and may exceed nameplate amperage.

Specifications are subject to change without notice.

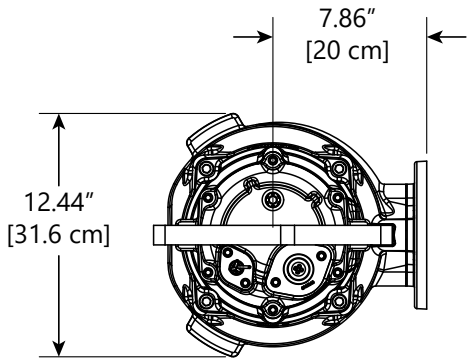
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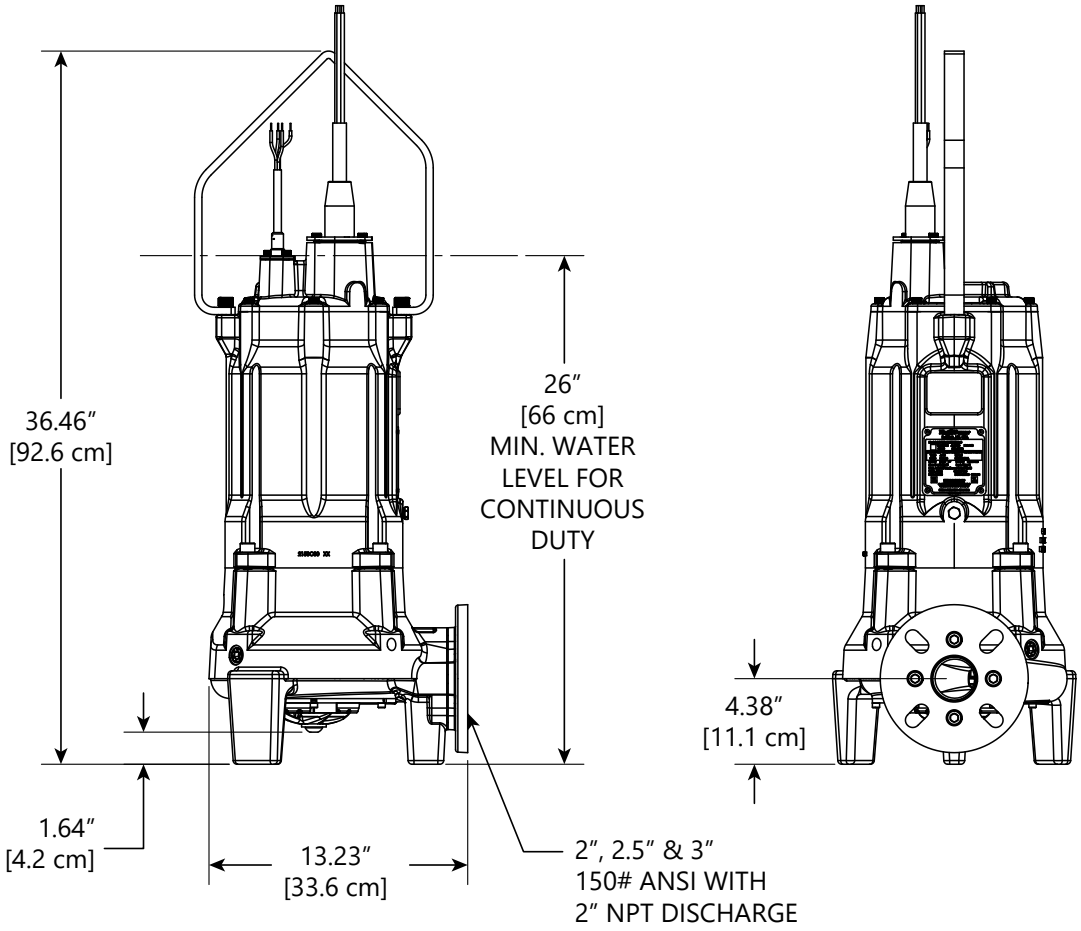
Dimensional Data

LGV05/LGH05-Series - 60 Hz

Horizontal Discharge



OPTIONAL DISCHARGE KIT AVAILABLE FOR 4" ANSI DISCHARGE **KIT #K002016**



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Engineered Products

Specifications and Construction

LGV05/LGH05-Series - 60 Hz

GENERAL

The contractor shall provide labor, material, equipment, and incidentals required to provide _____ (QTY) sewage grinder pumps as specified herein. The pump models covered in this specification are LGH053A, LGH054A, LGH055A high head and LGV053A, LGV054A, LGV055A high volume grinder pumps. The pump furnished for this application shall be model _____ as manufactured by Liberty Pumps.

OPERATING CONDITIONS

Each submersible pump shall be rated at 5 hp, _____ Volts, _____ phase, 60 Hz, 3450 RPM. The unit shall produce _____ GPM at _____ feet of total dynamic head.

The submersible pump shall be capable of handling residential and commercial sewage and grinding it to a fine slurry, enabling it to be pumped over long distances. The LGH05-Series submersible pump shall have a shut-off head of 140 feet and a max flow of 120 GPM @ 20 feet of total dynamic head. The LGV05-Series submersible pump shall have a shut-off head of 97 feet and a max flow of 230 GPM @ 10 feet of total dynamic head.

CONSTRUCTION

Each centrifugal sewage grinder pump shall be equal to the Certified LGH05/LGV05-Series pumps as manufactured by Liberty Pumps, Bergen NY. The casting enclosing the motor shall be constructed of class 30 cast iron. The motor housing shall be oil-filled to dissipate heat. Air-filled motors shall not be considered equal since they do not properly dissipate heat from the motor. Mating parts shall be machined and sealed with a Buna-N O-ring. All fasteners exposed to the process fluid shall be stainless steel. The motor shall be protected on the top side with a sealed cast iron cord entry plate, which is potted to prevent water from entering through the cord. The motor shall be protected on the lower side with a dual mechanical seal arrangement and an oil-filled intermediate chamber. The upper (inner) seal shall be a two-piece mechanical seal with a carbon rotating and a ceramic stationary face. The lower (outer) seal shall be a two-piece mechanical seal with a silicon carbide rotating and a graphite impregnated silicon carbide stationary face. The upper and lower bearings shall be sized to properly withstand radial and thrust loads produced throughout the full operating range of the pump.

POWER AND CONTROL CORD

The submersible pump shall be supplied with 35, 50, or 100 feet of a multi-conductor cord of type W for models LGH052A and LGV052A, and type SOOW for models LGH053A, LGH054A, LGH055A, LGV053A, LGV054A, and LGV055A. These type W & SOOW power cords carry a voltage rating of 600 V, a temperature rating of 90°C, have oil-resistant insulation, are water- and weather-resistant, UL listed, and CSA approved.

The power cord shall be sized for the rated full load amps of the pump for continuous duty in accordance with the NEC. A separate type SOOW control cord of equal length shall also exit the pump. Both the Standard Quick-connect power and control cords shall have a molded Neoprene plug held in place with a stainless steel compression plate. The plugs engage a receptacle with molded-in electrical pins, all of which shall be protected by a cast iron housing. The motor shall be protected from moisture via these two sealing methods: the plug to receptacle, and receptacle to cast iron housing. The power and control cord leads shall be connected to the motor leads via a terminal block. The Standard Quick-connect cords offer quick cord replacement without the need to send the entire pump to an authorized repair facility and allows for pump maintenance without disturbing electrical boxes or control panels.

HEAVY-DUTY QUICK-CONNECT CORDS

(OPTIONAL)

Optional Heavy-duty Quick-connect cord shall offer quick cord replacement without the need to send the entire pump to an authorized repair facility. This shall also allow for pump maintenance without disturbing electrical boxes or control panels. A terminal block shall be used for internal wire connections.

BEARINGS AND SHAFT

The shaft shall be supported by two ball bearings. The top bearing shall be a deep groove radial contact ball bearing and the lower bearing shall be a double row angular contact ball bearing designed to handle the radial and axial forces incurred by pumping. The lower bearing shall be positively retained by a threaded bearing retaining nut, which eliminates any axial movement or rotation of the outer bearing race. Both bearings shall be permanently lubricated by the oil that fills the motor housing. Pump designs requiring scheduled bearing maintenance shall not be considered equal. Pumps with single row lower bearings or sleeve bearings shall not be considered equal. The bearing system shall be sized to provide a minimum of 100,000 hours B10 bearing life throughout the operating range of the pump. Pumps that only provide a 50,000 hour B10 bearing life shall not be considered equal.

The motor shaft shall be made of 416 stainless steel. The motor shaft shall be constructed from a single piece of stainless steel. Spin welded shafts shall not be considered equal. The shaft shall be designed to withstand the maximum torque and radial loads present during start-up and normal operation. Shafts of carbon steel or chrome-plated shafts shall not be considered equal.

Liberty Pumps
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MOTOR

The motor shall be oil-filled, inverter duty, Class H insulated, NEMA A design (3-phase models), and rated for continuous duty. Since air-filled motors are not capable of dissipating heat efficiently, they shall not be considered equal. The mid chamber design utilizing **MidTherm™ Cooling** technology shall allow for oil in the motor chamber to reject heat to the pumped media and provide cooling to the motor. This motor design shall provide significantly reduced operating temperatures. Pumps requiring an auxiliary cooling means shall not be considered equal.

The motor shall be constructed to meet IE3 Premium Efficiency standards in accordance with NEMA MG1. The copper stator windings shall be insulated with moisture-resistant Class H insulation materials, rated for 180°C per NEMA MG1 1.66. The maximum continuous temperature of pumped liquids shall be 40°C. The winding operating temperature at rated horsepower and service factor shall be a maximum of 125°C @ 40°C ambient.

Motor shall have UL approved thermostats mounted directly on the stator windings. Motor shall have two thermostats on the LGH052A and LGV052A models, and three thermostats, one on each phase, on models LGH053A, LGH054A, LGH055A, LGV053A, LGV054A, and LGV055A. The thermostat leads of the control cord shall be connected to a motor control relay in the control panel.

Motor service factor shall be 1.0 under normal conditions and 1.0 when operated on a Variable Frequency Drive (VFD) per MG1 standard. Motor shall have a voltage tolerance of ±10% from nominal. Motor shall meet the requirements of NEMA MG1 Part 30 and 31 for operation on Pulse Width Modulation type VFD with inverter duty rated magnet wire and insulation. Motor shall be capable of handling up to 30 evenly spaced starts per hour without overheating.

SEALS

The pump shall have two shaft seals separated by an oil chamber. Pumps utilizing single seal technology shall not be considered equal. A leak detection probe shall be positioned in the oil chamber and shall allow for continuous monitoring for lower (outer) seal failure. The lower seal shall be a two-piece design that is easily serviceable. Shaft seals shall not require scheduled maintenance. The upper (inner) seal shall be carbon on ceramic and the lower seal shall be silicon carbide on graphite impregnated silicon carbide. Both seals shall include stainless steel housings and Viton elastomers.

IMPELLER

The impeller shall be stainless steel. The impeller shall be dynamically balanced, keyed and bolted onto the motor shaft.

CONTROL PANEL

All LGH05/LGV05-Series pumps require a control panel. The control panel shall be equipped with circuit breakers and adjustable overload devices to protect against excess current or electrical problems. This device shall be sized appropriately for the pump model(s) being controlled.

The control panel shall include thermal overload relay(s) that shall shut down the pump in the event the thermostats in the motor open. Thermostats are designed to open at 125°C.

The control panel shall include a seal fail monitoring device that shall indicate a primary seal failure. The seal fail monitoring device shall be capable of monitoring the resistance of the seal failure probe in the pump. The sensitivity of the seal fail monitoring device shall be adjustable from approximately 1KΩ to at least 250kΩ.

The control panel for 1-phase models shall include a motor start circuit that automatically engages and disengages the start windings of the 1-phase motor. The motor start circuit shall consist of a properly sized relay which engages and disengages the motor start windings. A solid state start switch shall monitor start winding voltage and shall control the aforementioned relay. The start and run capacitors shall be properly sized per the motor specifications. A bleed resistor shall be used on the start capacitor to avoid unwanted voltage spikes during startup. Capacitor start/run components (Kit#K001864) are available for 1-phase models using a non-Liberty Pumps control panel.

Pump Model	Voltage	Control Panel Model			
		Fiberglass Enclosure		Stainless Steel Enclosure	
		Duplex	Simplex	Duplex	Simplex
LGH052A	230	LED2-50A	LES2-50A	LEDS2-50A	LESS2-50A
LGV052A	230	LED2-50A	LES2-50A	LEDS2-50A	LESS2-50A
LGH053A	200/230	LED3-35	LES3-35	LEDS3-35	LESS3-35
LGV053A	200/230	LED3-35	LES3-35	LEDS3-35	LESS3-35
LGH054A	460	LED3-35	LES3-35	LEDS3-35	LESS3-35
LGV054A	460	LED3-35	LES3-35	LEDS3-35	LESS3-35
LGH055A	575	LED5-20	LES5-20	LEDS5-20	LESS5-20
LGV055A	575	LED5-20	LES5-20	LEDS5-20	LESS5-20

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CUTTER MECHANISM

The cutter and plate shall consist of hardened 440 stainless steel with a Rockwell C hardness of 55-60. The stationary cutter plate shall have specially designed orifices through it, which enable the slurry to flow through the pump housing at an equalized pressure and velocity. The stationary cutter plate shall feature patented V-Slice® Cutter Technology. This superior cutting system consists of V shapes to maximize cutting action and arc shape exclusion slots to outwardly eject debris from under the rotary cutter. The rotary cutter shall have four blades and be designed with a recessed area behind the cutting edge to prevent the accumulation and binding of any material between rotary cutter and the stationary cutter plate. The cutter shall be capable of over 400,000 cuts per minute. The cutting system shall incorporate close tolerances for optimum performance. Ring or radial cutters, or those that grind on the outside circumference of shall not be considered equal.

SHAFT GROUNDING BRUSH

3-phase pumps shall be equipped with a shaft grounding brush. Pumps not utilizing a current mitigation technology shall not be considered equal.

QUALITY CONTROL

The pump shall be manufactured in an ISO® 9001 certified facility. Manufactured in the USA with US and global components.

SUPPORT

The pump shall have cast iron support legs, enabling it to be a freestanding unit. The legs shall be high enough to allow solids and long stringy debris to enter the pump inlet.

PROTECTIVE FINISH

The exterior of the casting shall be protected with corrosion-resistant baked-on epoxy powder coat.

TESTING

The pump shall have a ground continuity check and undergo a hi-pot test for electrical integrity, moisture content, and insulation defects. The motor housing and mid chamber shall be pressurized, and an air leak decay test performed to ensure integrity of the assembled unit. The pump shall be run, voltage and current monitored, and checked for noise or other malfunction. Certified performance testing is available upon request.

APPLICATIONS

- Municipal Engineered Lift Stations
- Storm Water Removal
- Wastewater Transfer
- Industrial Wastewater
- Treatment Plants

MATERIAL FEATURES PUMP:

- Grinder - High Head or High Volume
- Discharge - Horizontal, 2", 2.5" & 3" 150# ANSI, with 2" NPT, Vertical, 2" or 3" NPT
- Seals - Dual Mechanical with Viton Elastomers, Upper (Inner) - Carbon on Ceramic; Lower (Outer) - Silicon Carbide on Graphite Impregnated Silicon Carbide
- Construction - Cast Iron ASTM A48, Class 30, 30,000# Tensile Strength, Protected with a Corrosion-Resistant Baked-on Epoxy Powder Coating
- Hardware - 316 Stainless Steel
- O-ring Seals - Buna-N
- Stainless Steel Impeller - Precision Balanced
- Hardened 440 Stainless Steel Cutter and Cutter Plate
- Cuts per minute - over 400,000
- Thermal Sensors and Moisture Detection System
- Optional:
  - Heavy-duty Quick-connect Power and Control Cords
  - Cord Length Options (feet) - 35, 50, 100
  - Trimmed Impeller

MOTOR:

- 1-Phase - 230V, 3450 RPM
- 3-Phase - 200/230, 460, 575V, 3450 RPM
- Inverter Duty, Class H Insulation, NEMA A Design (3-phase models)
- Oil-filled Motor Housing
- Cast Iron Housing with **MidTherm™ Cooling** deep sump design for Improved Heat Dissipation
- Continuous Duty Operation
- Bearings
  - Upper - Single Row Deep Groove Radial Contact
  - Lower - Double Row Angular Contact

Liberty Pumps®

Engineered Products

LIMITED WARRANTY

Liberty Pumps, Inc. warrants that pumps of its Engineered Product line are free from all factory defects in material and workmanship for a period of 18 months from the date of installation or 24 months from the date of manufacture, whichever occurs first, and provided that such products are used in compliance with their intended applications as set forth in the Liberty Engineered Products specifications and technical manuals. The date of installation shall be determined by a completed pump start-up report and warranty registration form.

A pump startup report, filled out by a qualified installer, is required for warranty to take effect. The report must be submitted within 30 days from the installation date and submitted through the Liberty Pumps website. During the warranty period, the manufacturer's obligation, and at its discretion, shall be limited to the repair or replacement of any parts found by the manufacturer to be defective, provided the product is returned freight prepaid to the manufacturer or its authorized service center, and provided that none of the following warranty-voiding characteristics are evident:

The manufacturer shall not be liable under this Warranty if the product has not been properly installed or maintained in accordance with the printed instructions provided; if it has been disassembled, modified, abused or tampered with; if the pump discharge has been reduced in size; if the pump has been used in water temperatures above those shown in the specifications; if the thermal overload(s) and seal moisture probe(s) have not been properly connected (where equipped); if the pump has been used in water containing sand, lime, cement, gravel or other abrasives; if the product has been used to pump chemicals or hydrocarbons; if the product has been moved from its original installation location, or if the label bearing the serial and code number has been removed.

Liberty Pumps, Inc. shall not be liable for any loss, damage or expenses resulting from installation or use of its products, or for consequential damages, including field labor costs, travel expenses, rental equipment, costs of removal, reinstallation or transportation to and from the factory or an authorized Liberty Pumps repair facility.

There is no other express warranty. All implied warranties, including those of merchantability and fitness for a particular purpose, are limited to 18 months from the date of installation or 24 months from the manufacturing date. This Warranty contains the exclusive remedy of the purchaser, and, where permitted, liability for consequential or incidental damages under any and all warranties are excluded.

Specifications are subject to change without notice.

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PSI Technologies Inc
3520 Investment Lane Unit #3
Riviera Beach, Florida 33404
Phone: 561-660-0022 Email: tom@psi-techinc.com

Monica LS – 5.0 HP Grinder Pump Replacement Quotation

Company:	Village of Palm Springs Utilities	Date:	03-12-2026
Contact:	Lazaro Farrey	Quote#:	TK0312-2026
Street:	2400 Kirk Rd.	Quote Valid:	60 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	(561) 324-8855	Shipping:	Included
Email:	lfarrey@vpsfl.org	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
	Replacement for 7.5 HP Pump with 5.0 HP Grinder Sized for 210 GPM @ 21' TDH **Electrical = 230V/3PH**		
2	PSI-Technologies – Liberty grinder pump model # LGV053A0540S2SBJB-3 - 3" Submersible Grinder Pump with cutter technology, 5.0 HP, 3450 rpm 230V / 3phase / 17.5 FLA - w/35' Power & Thermal Cable Heavy Duty Quick Disconnect Cords, 5.4" impeller, includes SS Lifting Bail and 3" x 4" Barneys pump flange adapter (installed).	$8,375.00	**$16,750.00**
	Pump curve attached for reference		
	List Price = $11,965.00		
	Lead Time / 4-6 weeks		
	Delivery Included		
	Total		**$16,750.00**

Accepted By / Date: _____

'Quality Products, Professionally Applied, Exceptional Service and Support'

Liberty Pumps®

Engineered Products

LGV05-Series
LGH05-Series
Grinder

5 hp

60 Hz

Ordinary Location



Patent: See
www.LibertyPumps.com/LEP/patents

- V-Slice® Cutter Technology
- Dual seal
- 2", 2.5" & 3" ANSI® horizontal discharge with 2" NPT
- Stainless steel impeller
- Standard Quick-connect power and control cords

Omnivore® Grinders

Technical Data

Performance Curve

Dimensional Data

Specifications and Construction



Optional 2"/3"
vertical discharge

Proudly built in the USA with
US and global components

Submersible Wastewater Pump Association SWPA MEMBER

CSA C US

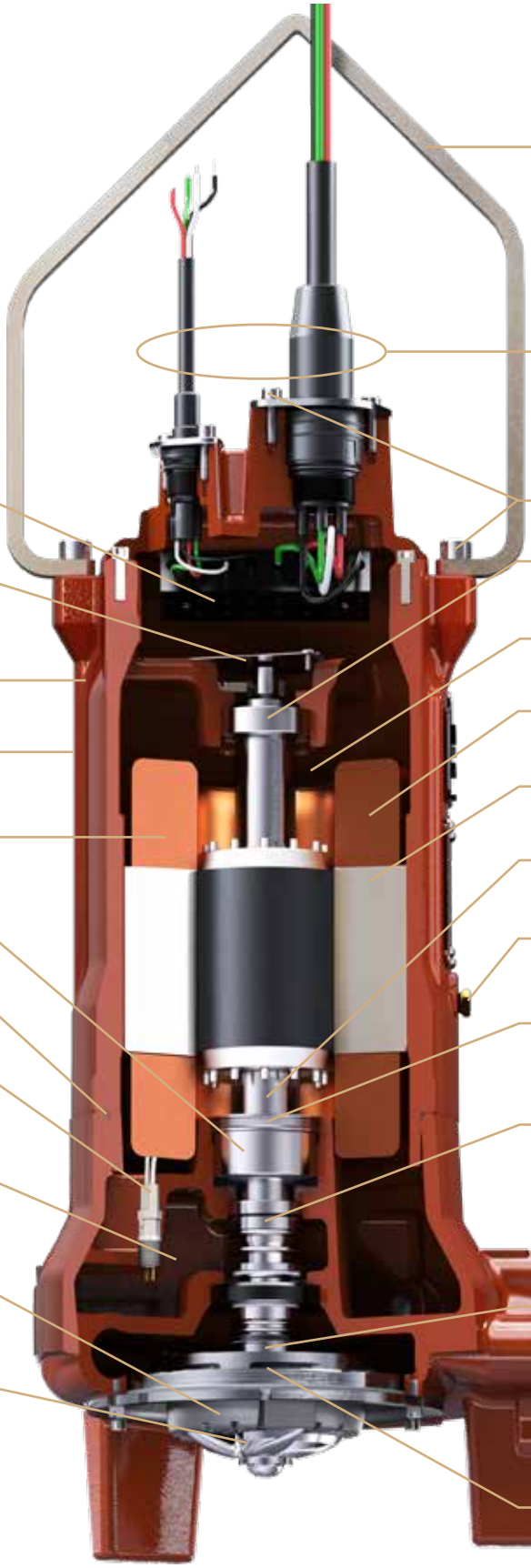
Liberty Pumps
Engineered Products

Technical Data

LGV05/LGH05-Series - 60 Hz



Optional Heavy-duty Quick-connect cords



SS lifting bale - sized for ease of use

Standard Quick-connect cords

Terminal block for internal wiring

Rotor shaft grounding brush protects bearings during VFD operation (3-phase models)

Heavy duty class 30 cast iron motor housing

Protective powder coat finish

Press fit stator enhances heat transfer allowing for cooler motor temperatures

Lower bearing double row angular contact ball bearing

Buna-N O-rings seal all joints

Seal leak detection, 2-probe sensor with resistor

MidTherm™ Cooling
Allows oil to be cooled by pumped media

440 SS cutter plate spiraled for solids clearing, hardened to 58Rc

440 SS rotary cutter hardened to 58Rc

All hardware 316 SS

Upper deep groove ball bearing

Oil-filled motor chamber cools motor and lubricates bearings

Inverter duty rated Class H insulation

NEMA® IE3 Premium Efficiency motor construction

One piece 416 SS rotor shaft

Stator locking pin prevents stator movement

Bearing locking ring eliminates axial shaft movement

Upper (inner) seal – carbon on ceramic with Viton elastomers and SS components

Lower (outer) seal – silicon carbide on graphite impregnated silicon carbide with Viton elastomers and SS components

2", 2.5" & 3" 150# ANSI flange with 2" NPT

Stainless steel impeller

Vertical Discharge Option



2" NPT with 3" NPT flange

Patent: See
www.LibertyPumps.com/LEP/patents

Technical Data

LGV05/LGH05-Series - 60 Hz

Model Number	LGH052A	LGH053A	LGH054A	LGH055A	LGV052A	LGV053A	LGV054A	LGV055A
HP	5	5	5	5	5	5	5	5
Volts	230	200/230*	460	575	230	200/230*	460	575
Phase	1**	3	3	3	1**	3	3	3
Hz	60	60	60	60	60	60	60	60
RPM	3450	3450	3450	3450	3450	3450	3450	3450
FLA	37	24/21	11	8	33	20/17.5	9	7
LRA	125	119	59	39	125	119	59	39
Max kW Input	8.5	8.2	8.1	7.7	7.1	6.7	6.7	6.4
NEMA Code	–	A	A	A	–	A	A	A
Service Factor	1	1	1	1	1	1	1	1
Power Factor (%)	100	95	94	95	100	96	94	94
KVA Code	F	M	M	K	F	M	M	K
Std Impeller Diameter (in)	6.6	6.6	6.6	6.6	5.4	5.4	5.4	5.4
Shut-Off Head w/Std Impeller (ft)	140	140	140	140	97	97	97	97
Min Head w/Std Impeller (ft)	20	20	20	20	10	10	10	10
Max Flow @ Min Head (GPM)	120	120	120	120	230	230	230	230
Power Cord Type & Diameter	Type W, 1 in	SOOW,0.72 in	SOOW,0.72 in	SOOW,0.72 in	Type W, 1 in	SOOW,0.72 in	SOOW,0.72 in	SOOW,0.72 in

** System voltages: 208 and 240 volts with utilization voltages: 200 and 230 volts. These pumps are able to be rewired to 460 volts in the field.*

*** Single-phase motors require capacitors. Liberty Pumps control panel or capacitor kits are recommended for proper operation and warranty. Refer to "Control Panel" section.*

Technical Data

LGV05/LGH05-Series - 60 Hz

Motor Insulation Class	H 180°C
Impeller Type	Semi-Open
Impeller Material	Stainless Steel
Control Cord Type & Diameter	18/5 SOOW, 0.375 in
Power Cord Length (Options)	35, 50, 100 ft
Standard Quick-connect Cords	Standard
Heavy-duty Quick-connect Cords	Optional
Upper (Inner) Seal Material	Carbon - Rotating Ceramic - Stationary Viton Elastomers
Lower (Outer) Seal Material	Silicon Carbide - Rotating Graphite Impregnated Silicon Carbide - Stationary Viton Elastomers
Max Water Temp for Continuous Duty	40°C
Min Fluid Level for Continuous Operation	Motor Housing Fully Submerged
Fluid pH Range	4–10
Starts Per Hour	30
Shaft Material	416 Stainless Steel
Fastener Material	316 Stainless Steel
O-Ring Elastomers	Buna-N

Upper Bearing	Single Row Deep Groove
Lower Bearing	Double Row Angular Contact
Oil Type	ISO VG10 Turbine Oil
Max Submersion Depth	75 ft
Discharge (Std)	Horizontal, 2 in, 2.5 in & 3 in 150# ANSI with 2 in NPT
Discharge (Optional)	Vertical, 2 in & 3 in NPT
Protective External Finish	Epoxy Powder Coat
Seal Fail Detection	Dual Probe - 2 Wire with Resistor 200K ohm Resistance
Thermal Protection	1-phase - 2 Hermetically Sealed Thermostats 3-phase - 3 Hermetically Sealed Thermostats 125°C Opening Temperature 105°C Closing Temperature 3A @ 120VAC, 1A @ 240 VAC
Volute Material	Class 30 Cast Iron
Pump Weight	280 lbs
Cuts Per Minute	Over 400,000
Cutter Material	Hardened 440 Stainless Steel
Certifications	CSA Certified to CSA and UL® Standards CAN/CSA C22.2 No. 108-14 ANSI/UL 778 6th Ed

Specifications are subject to change without notice.

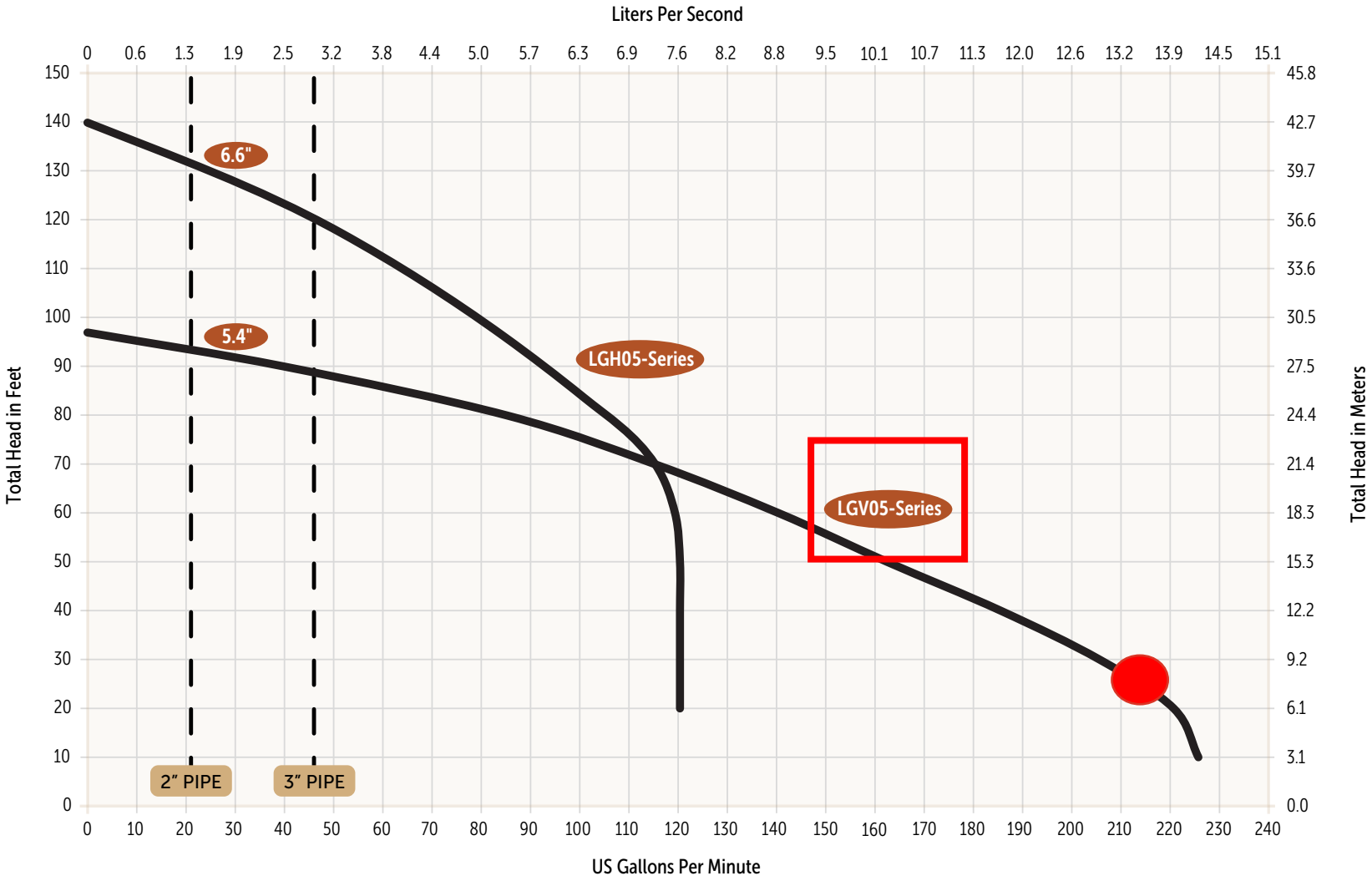
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Performance Curve

LGV05/LGH05-Series - 60 Hz



Pumps must operate within the proper range shown on the performance chart. It is the responsibility of the end user to ensure this requirement is met. Pumps operating outside the recommended range are prone to damage, excessive vibration, cavitation, poor efficiency, and may exceed nameplate amperage.

Specifications are subject to change without notice.

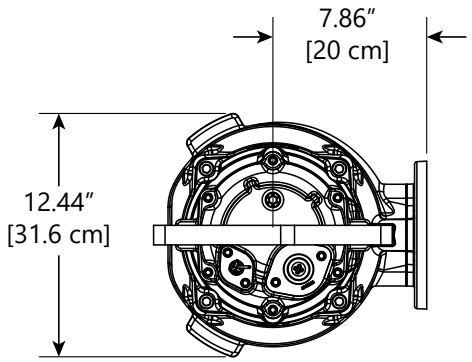
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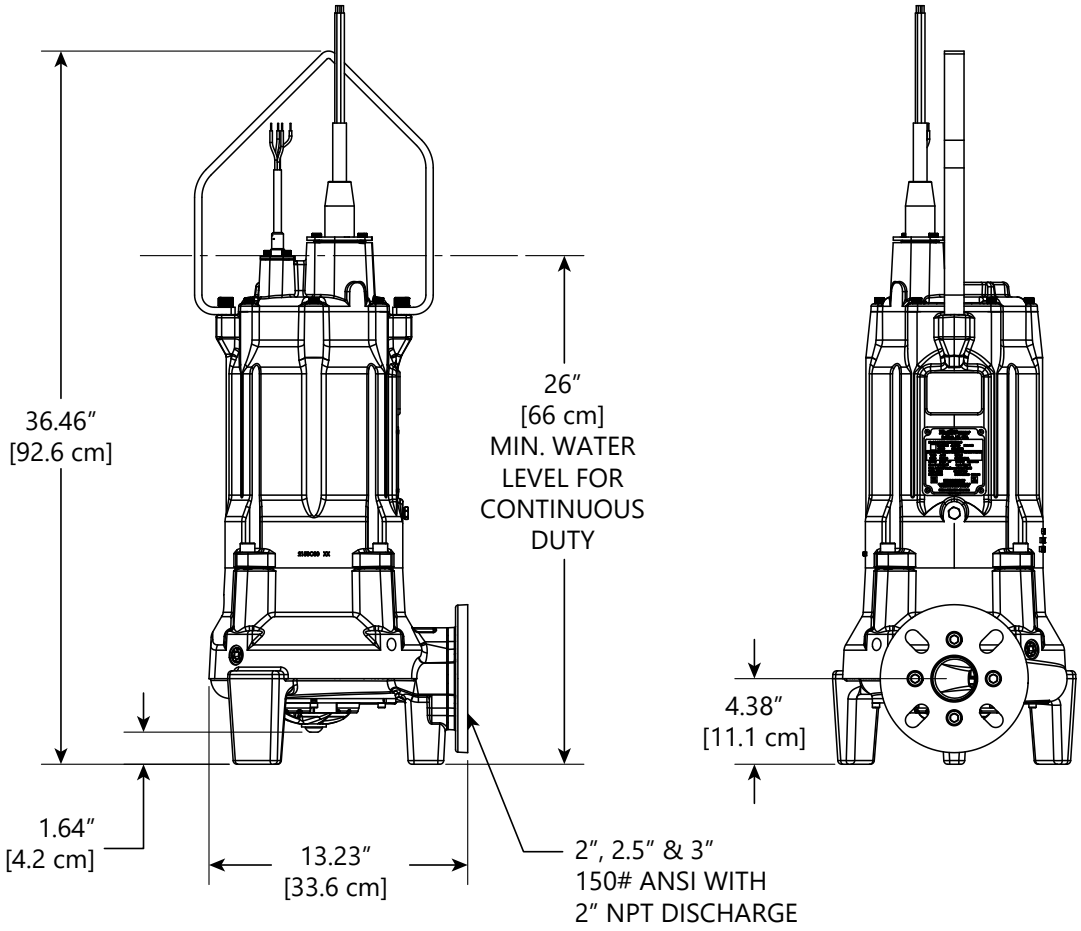
Dimensional Data

LGV05/LGH05-Series - 60 Hz

Horizontal Discharge



OPTIONAL DISCHARGE KIT AVAILABLE FOR 4" ANSI DISCHARGE **KIT #K002016**



Liberty Pumps®
Engineered Products

Specifications and Construction

LGV05/LGH05-Series - 60 Hz

GENERAL

The contractor shall provide labor, material, equipment, and incidentals required to provide _____ (QTY) sewage grinder pumps as specified herein. The pump models covered in this specification are LGH053A, LGH054A, LGH055A high head and LGV053A, LGV054A, LGV055A high volume grinder pumps. The pump furnished for this application shall be model _____ as manufactured by Liberty Pumps.

OPERATING CONDITIONS

Each submersible pump shall be rated at 5 hp, _____ Volts, _____ phase, 60 Hz, 3450 RPM. The unit shall produce _____ GPM at _____ feet of total dynamic head.

The submersible pump shall be capable of handling residential and commercial sewage and grinding it to a fine slurry, enabling it to be pumped over long distances. The LGH05-Series submersible pump shall have a shut-off head of 140 feet and a max flow of 120 GPM @ 20 feet of total dynamic head. The LGV05-Series submersible pump shall have a shut-off head of 97 feet and a max flow of 230 GPM @ 10 feet of total dynamic head.

CONSTRUCTION

Each centrifugal sewage grinder pump shall be equal to the Certified LGH05/LGV05-Series pumps as manufactured by Liberty Pumps, Bergen NY. The casting enclosing the motor shall be constructed of class 30 cast iron. The motor housing shall be oil-filled to dissipate heat. Air-filled motors shall not be considered equal since they do not properly dissipate heat from the motor. Mating parts shall be machined and sealed with a Buna-N O-ring. All fasteners exposed to the process fluid shall be stainless steel. The motor shall be protected on the top side with a sealed cast iron cord entry plate, which is potted to prevent water from entering through the cord. The motor shall be protected on the lower side with a dual mechanical seal arrangement and an oil-filled intermediate chamber. The upper (inner) seal shall be a two-piece mechanical seal with a carbon rotating and a ceramic stationary face. The lower (outer) seal shall be a two-piece mechanical seal with a silicon carbide rotating and a graphite impregnated silicon carbide stationary face. The upper and lower bearings shall be sized to properly withstand radial and thrust loads produced throughout the full operating range of the pump.

POWER AND CONTROL CORD

The submersible pump shall be supplied with 35, 50, or 100 feet of a multi-conductor cord of type W for models LGH052A and LGV052A, and type SOOW for models LGH053A, LGH054A, LGH055A, LGV053A, LGV054A, and LGV055A. These type W & SOOW power cords carry a voltage rating of 600 V, a temperature rating of 90°C, have oil-resistant insulation, are water- and weather-resistant, UL listed, and CSA approved.

The power cord shall be sized for the rated full load amps of the pump for continuous duty in accordance with the NEC. A separate type SOOW control cord of equal length shall also exit the pump. Both the Standard Quick-connect power and control cords shall have a molded Neoprene plug held in place with a stainless steel compression plate. The plugs engage a receptacle with molded-in electrical pins, all of which shall be protected by a cast iron housing. The motor shall be protected from moisture via these two sealing methods: the plug to receptacle, and receptacle to cast iron housing. The power and control cord leads shall be connected to the motor leads via a terminal block. The Standard Quick-connect cords offer quick cord replacement without the need to send the entire pump to an authorized repair facility and allows for pump maintenance without disturbing electrical boxes or control panels.

HEAVY-DUTY QUICK-CONNECT CORDS

(OPTIONAL)

Optional Heavy-duty Quick-connect cord shall offer quick cord replacement without the need to send the entire pump to an authorized repair facility. This shall also allow for pump maintenance without disturbing electrical boxes or control panels. A terminal block shall be used for internal wire connections.

BEARINGS AND SHAFT

The shaft shall be supported by two ball bearings. The top bearing shall be a deep groove radial contact ball bearing and the lower bearing shall be a double row angular contact ball bearing designed to handle the radial and axial forces incurred by pumping. The lower bearing shall be positively retained by a threaded bearing retaining nut, which eliminates any axial movement or rotation of the outer bearing race. Both bearings shall be permanently lubricated by the oil that fills the motor housing. Pump designs requiring scheduled bearing maintenance shall not be considered equal. Pumps with single row lower bearings or sleeve bearings shall not be considered equal. The bearing system shall be sized to provide a minimum of 100,000 hours B10 bearing life throughout the operating range of the pump. Pumps that only provide a 50,000 hour B10 bearing life shall not be considered equal.

The motor shaft shall be made of 416 stainless steel. The motor shaft shall be constructed from a single piece of stainless steel. Spin welded shafts shall not be considered equal. The shaft shall be designed to withstand the maximum torque and radial loads present during start-up and normal operation. Shafts of carbon steel or chrome-plated shafts shall not be considered equal.

Liberty Pumps
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MOTOR

The motor shall be oil-filled, inverter duty, Class H insulated, NEMA A design (3-phase models), and rated for continuous duty. Since air-filled motors are not capable of dissipating heat efficiently, they shall not be considered equal. The mid chamber design utilizing **MidTherm™ Cooling** technology shall allow for oil in the motor chamber to reject heat to the pumped media and provide cooling to the motor. This motor design shall provide significantly reduced operating temperatures. Pumps requiring an auxiliary cooling means shall not be considered equal.

The motor shall be constructed to meet IE3 Premium Efficiency standards in accordance with NEMA MG1. The copper stator windings shall be insulated with moisture-resistant Class H insulation materials, rated for 180°C per NEMA MG1 1.66. The maximum continuous temperature of pumped liquids shall be 40°C. The winding operating temperature at rated horsepower and service factor shall be a maximum of 125°C @ 40°C ambient.

Motor shall have UL approved thermostats mounted directly on the stator windings. Motor shall have two thermostats on the LGH052A and LGV052A models, and three thermostats, one on each phase, on models LGH053A, LGH054A, LGH055A, LGV053A, LGV054A, and LGV055A. The thermostat leads of the control cord shall be connected to a motor control relay in the control panel.

Motor service factor shall be 1.0 under normal conditions and 1.0 when operated on a Variable Frequency Drive (VFD) per MG1 standard. Motor shall have a voltage tolerance of ±10% from nominal. Motor shall meet the requirements of NEMA MG1 Part 30 and 31 for operation on Pulse Width Modulation type VFD with inverter duty rated magnet wire and insulation. Motor shall be capable of handling up to 30 evenly spaced starts per hour without overheating.

SEALS

The pump shall have two shaft seals separated by an oil chamber. Pumps utilizing single seal technology shall not be considered equal. A leak detection probe shall be positioned in the oil chamber and shall allow for continuous monitoring for lower (outer) seal failure. The lower seal shall be a two-piece design that is easily serviceable. Shaft seals shall not require scheduled maintenance. The upper (inner) seal shall be carbon on ceramic and the lower seal shall be silicon carbide on graphite impregnated silicon carbide. Both seals shall include stainless steel housings and Viton elastomers.

IMPELLER

The impeller shall be stainless steel. The impeller shall be dynamically balanced, keyed and bolted onto the motor shaft.

CONTROL PANEL

All LGH05/LGV05-Series pumps require a control panel. The control panel shall be equipped with circuit breakers and adjustable overload devices to protect against excess current or electrical problems. This device shall be sized appropriately for the pump model(s) being controlled.

The control panel shall include thermal overload relay(s) that shall shut down the pump in the event the thermostats in the motor open. Thermostats are designed to open at 125°C.

The control panel shall include a seal fail monitoring device that shall indicate a primary seal failure. The seal fail monitoring device shall be capable of monitoring the resistance of the seal failure probe in the pump. The sensitivity of the seal fail monitoring device shall be adjustable from approximately 1KΩ to at least 250kΩ.

The control panel for 1-phase models shall include a motor start circuit that automatically engages and disengages the start windings of the 1-phase motor. The motor start circuit shall consist of a properly sized relay which engages and disengages the motor start windings. A solid state start switch shall monitor start winding voltage and shall control the aforementioned relay. The start and run capacitors shall be properly sized per the motor specifications. A bleed resistor shall be used on the start capacitor to avoid unwanted voltage spikes during startup. Capacitor start/run components (Kit#K001864) are available for 1-phase models using a non-Liberty Pumps control panel.

Pump Model	Voltage	Control Panel Model			
		Fiberglass Enclosure		Stainless Steel Enclosure	
		Duplex	Simplex	Duplex	Simplex
LGH052A	230	LED2-50A	LES2-50A	LEDS2-50A	LESS2-50A
LGV052A	230	LED2-50A	LES2-50A	LEDS2-50A	LESS2-50A
LGH053A	200/230	LED3-35	LES3-35	LEDS3-35	LESS3-35
LGV053A	200/230	LED3-35	LES3-35	LEDS3-35	LESS3-35
LGH054A	460	LED3-35	LES3-35	LEDS3-35	LESS3-35
LGV054A	460	LED3-35	LES3-35	LEDS3-35	LESS3-35
LGH055A	575	LED5-20	LES5-20	LEDS5-20	LESS5-20
LGV055A	575	LED5-20	LES5-20	LEDS5-20	LESS5-20

Liberty Pumps®
Engineered Products

CUTTER MECHANISM

The cutter and plate shall consist of hardened 440 stainless steel with a Rockwell C hardness of 55-60. The stationary cutter plate shall have specially designed orifices through it, which enable the slurry to flow through the pump housing at an equalized pressure and velocity. The stationary cutter plate shall feature patented V-Slice® Cutter Technology. This superior cutting system consists of V shapes to maximize cutting action and arc shape exclusion slots to outwardly eject debris from under the rotary cutter. The rotary cutter shall have four blades and be designed with a recessed area behind the cutting edge to prevent the accumulation and binding of any material between rotary cutter and the stationary cutter plate. The cutter shall be capable of over 400,000 cuts per minute. The cutting system shall incorporate close tolerances for optimum performance. Ring or radial cutters, or those that grind on the outside circumference of shall not be considered equal.

SHAFT GROUNDING BRUSH

3-phase pumps shall be equipped with a shaft grounding brush. Pumps not utilizing a current mitigation technology shall not be considered equal.

QUALITY CONTROL

The pump shall be manufactured in an ISO® 9001 certified facility. Manufactured in the USA with US and global components.

SUPPORT

The pump shall have cast iron support legs, enabling it to be a freestanding unit. The legs shall be high enough to allow solids and long stringy debris to enter the pump inlet.

PROTECTIVE FINISH

The exterior of the casting shall be protected with corrosion-resistant baked-on epoxy powder coat.

TESTING

The pump shall have a ground continuity check and undergo a hi-pot test for electrical integrity, moisture content, and insulation defects. The motor housing and mid chamber shall be pressurized, and an air leak decay test performed to ensure integrity of the assembled unit. The pump shall be run, voltage and current monitored, and checked for noise or other malfunction. Certified performance testing is available upon request.

APPLICATIONS

- Municipal Engineered Lift Stations
- Storm Water Removal
- Wastewater Transfer
- Industrial Wastewater
- Treatment Plants

MATERIAL FEATURES PUMP:

- Grinder - High Head or High Volume
- Discharge - Horizontal, 2", 2.5" & 3" 150# ANSI, with 2" NPT, Vertical, 2" or 3" NPT
- Seals - Dual Mechanical with Viton Elastomers, Upper (Inner) - Carbon on Ceramic; Lower (Outer) - Silicon Carbide on Graphite Impregnated Silicon Carbide
- Construction - Cast Iron ASTM A48, Class 30, 30,000# Tensile Strength, Protected with a Corrosion-Resistant Baked-on Epoxy Powder Coating
- Hardware - 316 Stainless Steel
- O-ring Seals - Buna-N
- Stainless Steel Impeller - Precision Balanced
- Hardened 440 Stainless Steel Cutter and Cutter Plate
- Cuts per minute - over 400,000
- Thermal Sensors and Moisture Detection System
- Optional:
  - Heavy-duty Quick-connect Power and Control Cords
  - Cord Length Options (feet) - 35, 50, 100
  - Trimmed Impeller

MOTOR:

- 1-Phase - 230V, 3450 RPM
- 3-Phase - 200/230, 460, 575V, 3450 RPM
- Inverter Duty, Class H Insulation, NEMA A Design (3-phase models)
- Oil-filled Motor Housing
- Cast Iron Housing with **MidTherm™ Cooling** deep sump design for Improved Heat Dissipation
- Continuous Duty Operation
- Bearings
  - Upper - Single Row Deep Groove Radial Contact
  - Lower - Double Row Angular Contact

Liberty Pumps®

Engineered Products

LIMITED WARRANTY

Liberty Pumps, Inc. warrants that pumps of its Engineered Product line are free from all factory defects in material and workmanship for a period of 18 months from the date of installation or 24 months from the date of manufacture, whichever occurs first, and provided that such products are used in compliance with their intended applications as set forth in the Liberty Engineered Products specifications and technical manuals. The date of installation shall be determined by a completed pump start-up report and warranty registration form.

A pump startup report, filled out by a qualified installer, is required for warranty to take effect. The report must be submitted within 30 days from the installation date and submitted through the Liberty Pumps website. During the warranty period, the manufacturer's obligation, and at its discretion, shall be limited to the repair or replacement of any parts found by the manufacturer to be defective, provided the product is returned freight prepaid to the manufacturer or its authorized service center, and provided that none of the following warranty-voiding characteristics are evident:

The manufacturer shall not be liable under this Warranty if the product has not been properly installed or maintained in accordance with the printed instructions provided; if it has been disassembled, modified, abused or tampered with; if the pump discharge has been reduced in size; if the pump has been used in water temperatures above those shown in the specifications; if the thermal overload(s) and seal moisture probe(s) have not been properly connected (where equipped); if the pump has been used in water containing sand, lime, cement, gravel or other abrasives; if the product has been used to pump chemicals or hydrocarbons; if the product has been moved from its original installation location, or if the label bearing the serial and code number has been removed.

Liberty Pumps, Inc. shall not be liable for any loss, damage or expenses resulting from installation or use of its products, or for consequential damages, including field labor costs, travel expenses, rental equipment, costs of removal, reinstallation or transportation to and from the factory or an authorized Liberty Pumps repair facility.

There is no other express warranty. All implied warranties, including those of merchantability and fitness for a particular purpose, are limited to 18 months from the date of installation or 24 months from the manufacturing date. This Warranty contains the exclusive remedy of the purchaser, and, where permitted, liability for consequential or incidental damages under any and all warranties are excluded.

Specifications are subject to change without notice.

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7000 Apple Tree Avenue - Bergen, NY 14416
Phone 800-543-2550 - Fax 585-494-1839 - www.LibertyPumps.com/LEP

Village of Palm Springs

Executive Brief

AGENDA DATE: May 14, 2026

DEPARTMENT: Utilities

ITEM #6: Professional Services Agreement - Owner's Representative/Project Manager for Utilities Operations Building Project (Task Order No.331) - Kaziah Construction Management, LLC.

SUMMARY: The Utilities Department recommends retaining an Owner's Representative to serve as project manager for the Utilities Operations Building Project (Task Order No. 331). The Owner's Representative will protect the Village's interests and coordinate with the Construction Manager at Risk (Kaufman Lynn) and Design Professionals (Currie Sowers Aguila Architects and CHA Consulting, Inc.). The current Owner's Representative, Greg Siefker, has announced his retirement. To ensure project continuity, Village staff recommended Kaziah Construction Management, LLC, with Matt Kaziah as the new Owner's Representative. Matt Kaziah has over 20 years of construction management experience, including leading projects such as the South Florida Water Management District Environmental Services Laboratory, Zimmer Biomet Medical Device Manufacturing Facility, and the Trauma Hawk Helicopter Hangar at Palm Beach International Airport. His experience will provide technical oversight, coordination, and project control beyond what Village staff can provide. The scope of services provided as the Village's Owner's Representative includes:

Pre-Construction Services:

1. Assist in completing the design with the Engineer/Architect and CMAR.
2. Look for value engineering opportunities.
3. Provide professional review of contract documents with supporting vendors.
4. Review of permit and scope documents to support pricing.
5. Review of the Guaranteed Maximum Price (GMP) Proposal from the CM at risk.

Construction Services:

1. Participate in telephone and electronic communications with the client and project team to coordinate the project, discuss Project strategy, and provide periodic updates.
2. OAC meetings are anticipated weekly, with separate update meetings scheduled as needed for utilities management.
3. Review proposed contract changes in order to validate changes or scope deficiencies and confirm that proposed material and labor rates are in line.
4. Review the validation of Contractors' monthly pay applications and vendors' invoices. Manage all Notices to Owner and log monthly partial releases associated with the contractor's applications for payment.
5. Coordinate with the Village of Palm Springs Building Department staff to develop a punch list of items needed to obtain a certificate of completion for each project component.

6. Support the warranty process and compilation of manufacturers' warranties.
7. Support Project closeout with a review of final lien releases and Final Affidavit by the General Contractor.

Kaziah Construction Management, LLC will provide services at an hourly rate of $215. The estimated average is 15–20 hours during pre-construction and 15–20 hours per week during construction, depending on the phase. The total consulting fee will not exceed $292,400, which is about 1.5% of the anticipated project budget, below the industry range of 3–10% for similar project management services. Note: Greg Siefker, the current Owner's Representative, has recommended Kaziah Construction Management, LLC. Village staff support this recommendation. Kaziah Construction Management, LLC has agreed to the Professional Services Agreement prepared by the Village Attorney.

FISCAL IMPACT:

The cost of these services will be included in the Utilities Operation Building construction project and funded through account 56200 in the Water and Sewer Enterprise Fund with a total amount not exceed **Two Hundred Ninety Two Thousand Four Hundred Dollars ($292,400.00).**

ATTACHMENTS:

1. PSA Owner's Rep Services KCM LLC 5.4.2026
2. Proposal - Kaziah Construction Management, LLC.

PROFESSIONAL SERVICES AGREEMENT
(Owners Representation / Project Management Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered on _____, 2026, by and between the **Village of Palm Springs**, Florida, a municipal corporation ("Village"), and **Kiziah Construction Management, LLC**, a Florida limited liability company ("Consultant").

RECITALS

WHEREAS, the Village is in need of a consultant to provide owner's representation and project management services to assist the Village with the development of its new utilities EOC OPS building located at 360 Davis Road, Palm Springs, Florida ("Project"); and

WHEREAS, the Consultant has significant experience in assisting organizations in large construction projects providing owners representation and project management services; and

WHEREAS, Village staff met with the Consultant and other similarly situated consultants and determined that the Consultant would best serve the needs of the Village for the development of the Project; and

WHEREAS, the Consultant has provided the Village with a written proposal to provide the Village with the services needed for the Project; and

WHEREAS, the Village's procurement code, section 58-3, authorizes the selection of a consultant to provide professional services with a distinctive field of expertise without competitive selection provided the contract is approved by the Village Council (anticipated cost to exceed $50,000); and

WHEREAS, the Village desires to accept the Consultant's proposal for the Consultant to render the services to the Village as provided herein; and

WHEREAS, the Consultant further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by Consultant to the Village for the Project; and,

WHEREAS, the VILLAGE finds entering this Agreement with the Consultant serves a valid public purpose.

NOW THEREFORE, the Village hereby engages the services of the Consultant, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. As more specifically set forth in the Consultant's proposal which is attached hereto as **Exhibit "A"** and incorporated herein, the Consultant shall provide owner's representation and project management services to the Village for the Project. The Village Manager or designee shall serve as the Village's project coordinator.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

(a) Term. The term of this Agreement shall commence upon the approval of this Agreement by Village Council and shall be for the period of time for all services to be rendered as set forth in **Exhibit "A"** unless earlier terminated as stated herein.

(b) Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth by the Village and as agreed to by the Consultant.

(c) Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Village may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Village shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Village shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

(d) Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

(e) Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

(f) Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants.

2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.

3. Continue and complete all parts of the services that have not been terminated.

(g) Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Consultant of such occurrence and either the Village or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

(a) Purchase Order(s). This Agreement is a non-exclusive agreement with the Village. The Village will issue a Village Purchase Order consistent with the Consultant's proposal (Exhibit "A") or as otherwise agreed by the Parties to commence services; however, the terms and conditions stated in a Village Purchase Order shall not apply. Consultant shall not exceed amounts expressed on any Purchase Order. Note that the Village's Fiscal Year ends on September 30th of each calendar year. The Village cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the Village Council. Additionally, the Village must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the Village will issue a new Purchase Order for required and approved goods and/or services.

(b) Invoices. The Consultant shall render monthly invoices to the Village for services that have been rendered in conformity with this Agreement and the Village issued purchase order in the previous month. The invoices shall specify the services performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the Village's receipt of the Consultant's invoice. Invoices shall be submitted to:

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

All disputes regarding payments shall be resolved in accordance with Florida's Local Government Prompt Payment Act (for non-construction services). Interest for late payments (if any) shall only accrue as authorized by Florida's Local Government Prompt Payment Act.

(c) Payments. The Village agrees to compensate the Consultant in accordance with Exhibit "A" and the Village issued Purchase Order; **provided that, the total amount to be paid the Consultant under this Agreement shall not exceed Two Hundred Ninety-Two Thousand Four Hundred Dollars ($292,400.00)**. The Village shall not reimburse the Consultant for any additional costs incurred as a direct

or indirect result of the Consultant providing services to the Village under this Agreement and not set forth in a Village issued Purchase Order.

SECTION 6: INDEMNIFICATION. The Consultant shall indemnify and hold harmless the Village, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The Village agrees to be responsible for its own negligence; however, the Village shall not be required to indemnify, defend, or hold the Consultant harmless for any claim, damage, loss, cost, or action arising out of, pertaining to, or in any manner related to this Agreement or the Project. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Village or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the Village beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The Village reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the Village for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 10: FEDERAL AND STATE TAX. The Village is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Village's Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the Village.

Type of Coverage	Amount of Coverage
Professional liability/ Errors and Omissions	$1,000,000 per occurrence

Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	$1, 000,000 per occurrence $2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	$ 1,000,000 single limits
Worker's Compensation	$ statutory limits

The commercial general liability and automobile policies will name the Village as an additional insured on primary, non-contributory basis and proof of all insurance coverage shall be furnished to the Village by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The Village and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING FROM THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY COUNTERCLAIMS.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Village shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the

services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Consultant, supplier or sub-consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the Village immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the Village shall be sent to:

Village of Palm Springs
Attn: Village Manager
226 Cypress Lane
Palm Springs, FL 33461

and if sent to the Consultant, shall be sent to:

Kiziah Construction Management, LLC
Attn: Matthew Kiziah
130 Gregory Place
West Palm Beach, FL 33405

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The Village and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and VILLAGE may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Village Council. The Effective Date is the date this Agreement is executed by the Village.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts electronically, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the Consultant acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Consultant has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement, Exhibit "A" and a Village issued Purchase Order for the Consultant's services. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and the remaining documents, the Village issued Purchase Order shall prevail with this Agreement next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in a Village issued Purchase Order shall become the property of the Village. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Village accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the Village that he or she has the authority

and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

(a) Keep and maintain public records required by the Village to perform the service.

(b) Upon request from the Village's custodian of public records or designee, provide the Village 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, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Village.

(d) Upon completion of this Agreement, transfer, at no cost, to the Village all public records in possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 434-5084, kwynn@vpsfl.org, OR BY MAIL SENT TO THE VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party ("Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 35: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 36: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 37: SCRUTINIZED COMPANIES, E-VERIFY AND COERCION FOR LABOR.

(a) The Consultant certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Consultant or any of its subconsultants are found to have submitted a false certification; or if the Consultant or any of its subconsultants, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

(b) The Consultant shall comply with all requirements of Section 448.095, Florida Statutes, as applicable, including without limitation, the Consultant registering with and use the E-Verify system to verify the work authorization status of all newly hired employees and requiring all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees. If the Village terminates this Agreement under Section 448.095(2)(c), Florida Statues, the Consultant may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

(c) The Consultant, by signing this Agreement as set forth below, attests that the Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Remainder of this page intentionally left blank
Signature page follows

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Owners Representation / Project Management Services Utilities) as of the day and year set forth above.

ATTEST:

VILLAGE OF PALM SPRINGS

By: _____
Kimberly Wynn, Village Clerk

By: _____
Bev Smith, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Christy Goddeau, Village Attorney

CONSULTANT: **KIZIAH CONSTRUCTION MANAGEMENT, LLC**

By: _____
Matthew Kiziah, Member

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of X physical presence or __online notarization on this 5th day of MAY, 2026, by Matthew Kiziah of Kiziah Construction Management, LLC, a Florida limited liability company, authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind the Consultant to the same.

Notary Seal:

MORGAN FAYE DATCHKO
Notary Public-State of Florida
Commission # HH 581465
My Commission Expires
November 16, 2028

_____
Notary Public Signature

EXHIBIT "A"
(Consultant's Proposal and Fee Matrix – Dated April 30, 2026 (eleven pages total))

Kiziah Construction Management, LLC
Matthew Kiziah
Project Manager

130 Gregory Place
West Palm Beach, FL 33405
matt@kiziahcm.com

April 30, 2026

Mr. Andrew Klausner
Project Manager
Village of Palm Springs
Vía email: aklausner@vpsfl.org

Subject: Proposal for Project Management Services – Village of Palm Springs Utilities Operations Building

Dear Andrew:

We are appreciative of the opportunity to submit our project management services proposal for the Village of Palm Spring's upcoming Main Water Treatment Plant - Utilities Operations Building planned in Palm Springs, Florida. Based upon the conversations that we've had over the past several weeks and the information provided, we believe that our team is exceptionally positioned to support the Village's exciting expansion plans. We are well-versed in delivering similar, public works projects for Client's across Palm Beach County and our team's collective experience will add value to your project by minimizing risk and maximizing return on the Village's capital.

It is our understanding that you are seeking a Project Manager/Owner's Representative to **lead** the project and consultant/contractor teams through the final preconstruction stage and into the construction phase through final delivery. At this time, we understand the project scope, schedule, budget and consultant team composition as follows:

Utilities Operations Building – Main Water Treatment Plant

- Location: 360 Davis Road. Palm Springs, Florida 33041
- New 2-Story, Ground-Up, Tilt-wall construction. Square Footage: Approx. 20,000 SF
- Current State: Preconstruction/ Value Engineering/ Permitting Phase
- Budget: Approx. $17M USD
- Schedule: 19 months May 2026 – October 2027 (or sooner)
    - Planned Summer 2026 Contractor Mobilization following receipt of AHJ permit approvals
    - Closeout November 2027
- Consultant Team:
    - Engineer (Civil, Structural, Mechanical): CHA Solutions.
    - Architect: CSA Architects
    - Electrical Engineer: C&W Engineering
    - Construction Manager/ General Contractor: Kaufmann Lynn Construction
    - Geotechnical Engineer: Nutting Engineers of Florida

Kiziah Construction Management, LLC
Matthew Kiziah
Project Manager

130 Gregory Place
West Palm Beach, FL 33405
matt@kiziahcm.com

Kiziah Construction Management's goal is simple: create the best value for the Village of Palm Springs through our proven project management delivery processes, local market knowledge and respected market presence having delivered over $500M worth of ground-up development projects here in Palm Beach County over the past 20 years. Details on our approach to executing these tasks are outlined in our Methodology and Approach section. We are ready to deliver a Project Management solution that creates value, reduces costs, and that results in a successfully delivered project that Village of Palm Springs, it's staff and residents can be proud of for years to come.

METHODOLOGY & APPROACH

Kiziah Construction Management has the expertise, experience and problem-solving ability to seamlessly manage the process and approach on the Village of Palm Spring's behalf to achieve the desired project outcome.

Our Project Management approach starts with managing cost and risk for the Village of Palm Springs. Our team's efforts will always be driven by the Village's principles and vision for the project, in tandem with the project's budget and schedule. Our Project Management delivery methodology brings superior results to our clients. Our management tools and persistent customer service ethics yield measurable results.

Project Goals, Objectives and Expectations

Essential to a project's success are its baseline scope, schedule, and budget. Each pillar is needed to meet the Village of Palm Spring's performance requirements with buy-in from all project stakeholders. While these three pillars are the most often measurements of success, we define our success by how well we have protected each pillar – scope, schedule, and budget – as well as our client's expectations for these pillars from risks.

Risk Mitigation

Risks to a project appear in many forms. Anticipating, identifying, and monitoring risks and their potential impact to schedule and/or cost is vital to the success of a project. Putting a fully transparent plan in place to mitigate those risks is where Kiziah Construction Management excels and what we will offer to the Village of Palm Springs and its stakeholders. We identify risk factors early in the process to eliminate or reduce their relative impact to the project. As such, we develop a risk register, created in collaboration with the team at-large, which will be utilized to manage and ultimately minimize or even eliminate any risks proactively. Risks can be minimized or eliminated through the following steps:

- **Follow** carefully established processes and controls, tailored to the Village's internal requirements
- **Collaboratively** identifying alternate approaches or solutions, including value engineering analysis
- **Apply** mitigation tools to monitor status of potential risk
- **Provide** consistent management oversight

Kiziah Construction Management, LLC
Matthew Kiziah
Project Manager

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matt@kiziahcm.com

Kiziah Construction Management will act quickly and often to communicate mitigation plans and will take the lead in the resolutions of each individual risk.

Change Management

Diligent change management control is vital to a project's success, carefully governing any change requests after the project's scope, budget and schedule have been approved and after expectation have been established.

Outlining the change control process and communicating that process to all parties is essential to a project's successful delivery. Our project managers are responsible for implementing and actively managing the change control process throughout a project's lifecycle, securing client approvals and updating the project budget, schedule and risk register as required, according to the magnitude of the individual, approved changes.

Communication Plan

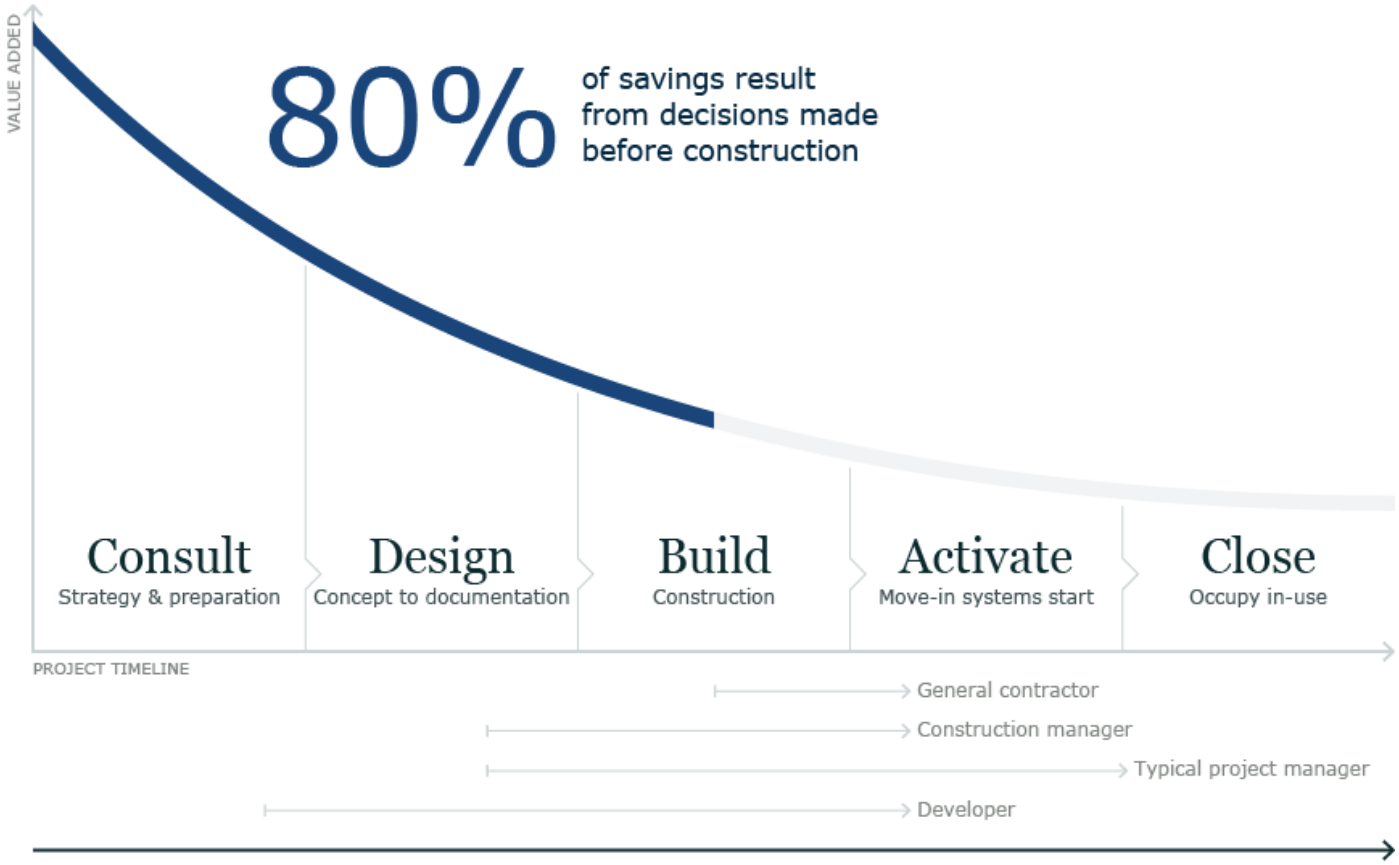
Further cementing the project's success, we will work with the Village of Palm Springs to establish a communication plan that includes all the required resources, suitable meeting cadence, as well as appropriate reports and deliverables.

End-to-end Delivery

Kiziah Construction Management provides a full-service model, from project planning through post-occupancy. We add the greatest value to our customers when we are engaged at the inception of an idea for a new project or program.

Kiziah Construction Management, LLC
Matthew Kiziah
Project Manager

130 Gregory Place
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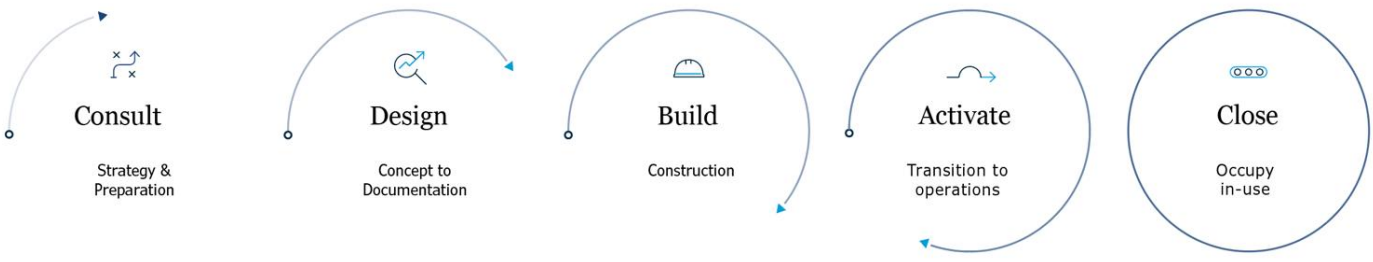
Full Service Project Manager - Kiziah Construction Management

We oversee all aspects of a project – from the early concept through project completion. Our consistent management tools, our global focus and network as well as our unparalleled customer service ethic enable us to approach each project with the highest level of commitment.

Success through innovation

As a dedicated service provider, we are committed to improving and leading our industry in Palm Beach County. Kiziah Construction Management offers its clients forward-thinking advice and proven methodologies, including alternative solutions to deliver projects.

Our approach to this project will follow the five steps below. Sitting on your side of the table, we assemble the best team for the project and make sure that every person is working for and respecting the interests of your project at every project phase.



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On the following pages we've provided our proposed workplan, followed by a detailed breakdown of the scope of services to be provided in each phase. The scope of services will form the basis upon which our contract is based.

Phase One – Consult (Due Diligence, Strategy & Planning) - COMPLETE

Attend	site tours to provide feedback on potential project impacts
Coordinate	test fits and approvals
Formalize	clear project goals for time, cost and scope with client
Develop	realistic milestones and a preliminary budget for total project costs with client, including construction, equipment, furniture and design fees
Recommend	professional firms for selection by client, including consultants, architects, designers and engineers (referred to herein as "design team"). Prepare RFP documents, qualify the professional firms, conduct interviews and evaluations
Prepare	high level project schedules comparing option properties occupancy dates and overall project delivery time frames
Negotiate	agreement(s) with Design Team entities within predefined parameters

Phase Two – Design (Design Coordination) – PARTIALLY COMPLETE

Coordinate	design team, IT, A/V, security, furniture vendor (if applicable), authorities having jurisdiction, and service providers
Coordinate	test fits and approvals
Chair	regular coordinating meetings with project team (contractor, engineer, architect & Client)
Oversee	the design team throughout preparation of the project program and design from schematic through working drawing stages. Review the design schematic periodically and give direction as required to achieve project goals and ensure additional vendor coordination
Develop	schedules for the design stage and coordinate the activities of client's business unit representative, project manager, additional consultants, and design team
Recommend	the purchase and procurement of long lead time items to arrange for delivery of strategic materials in conformance with the project schedule
Create	a summary construction schedule for inclusion with the bid documents

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Recommend	professional firms for selection by client, including contractor and key sub-contractors (referred to herein as "construction team"). Prepare RFP documents, qualify the professional firms, conduct interviews and evaluations
Receive	and analyze contractor proposals
Recommend	contractor award. Conduct pre-award conferences and negotiate and prepare construction contracts per client's direction
Validate	scope, budget and schedule
Obtain	client approvals on changes to project parameters
Confirm	capital appropriation

Phase Three – Build (Construction Oversight)

Prepare	front end documents including general and special conditions, contract formats, temporary specifications, guidelines for affirmative action programs, site specific safety plans, and special contractor supplements
Review	contractor's schedule to ensure it aligns with the construction means and methods of delivering the project within the contractual terms
Create	an integrated project schedule (including all vendors workflow) for inclusion in the bid documents and develop a cost value for each activity for use in preparing a forecast
Negotiate	agreement(s) with construction team entities within predefined parameters. If required implement value engineering for all aspects of design and construction with selected construction team prior to contract award
Award	work, with client's approval
Review	work performed by the construction team, in conjunction with design team and their contractual terms
Confirm	that the materials furnished, and the work performed are in accordance with the drawings, specifications and contract documents
Coordinate	the implementation of construction information systems, project schedules and resources analysis as they relate to materials, manpower and costs with the construction team.
Provide	construction review status updates and reports on a monthly basis
Establish	on-site organization and lines of authority required to carry out all project phases efficiently with the construction team

Kiziah Construction Management, LLC
Matthew Kiziah
Project Manager

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Ensure	construction team maintains an on-site record-keeping system which will be sufficient in detail to satisfy an audit by client (as required)
Coordinate	the obtaining of all legally required permits, licenses, and certificates
Coordinate	aspects of the work involving local municipal authorities, governmental agencies, and utility companies
Coordinate	the work of all Owner provided subcontractors through the construction team. In the event that the interpretation of the meaning and intent of the contract documents becomes necessary during construction, ascertain the architect's and client's interpretation, make recommendations as appropriate, and transmit such information to the appropriate subcontractor(s)
Drive	job meetings to discuss procedures, progress, problems and scheduling
Ensure	third party testing outlined in the technical sections of the specifications is completed as required by the building code
Coordinate	the review with the design team for compliance with the contract documents, shop drawings and materials submitted by the construction team
Recommend	approval of all applications for payments submitted through vendor(s) in accordance with client's established procedures
Obtain	all applicable lien releases upon issuance of vendor payments
Receive	and review change order requests from design team, construction team or from client. Review unit prices, time and material charges and similar items. Monitor and advise upon request for changes required by field conditions and progress of the work and obtain approval from client and the architect/engineer
Monitor	schedule to expedite material and equipment deliveries during construction

Phase Four– Activate (Move-in Coordination)

Establish	move criteria with the client
Interview	move vendors and negotiate contract
Coordinate	vendor activities with the construction team
Coordinate	a move inventory and damage assessment review with move vendors, fixturing supplier and the construction team
Close-out	move vendor contract and equipment/furniture installation contracts.

Kiziah Construction Management, LLC
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Coordinate	the preparation of punch lists indicating any outstanding work and require that these items are completed in an expeditious manner

Phase Five – Close (Close-out, Commissioning & Warranty)

Review	all guarantees, warranties, etc. required by the contract documents and assembled by the contractor and forward them to client
Verify	all claim releases required to issue final certificate of completion and final payment to the construction team, and forward to client
Expedite	preparation of “as-built” drawings in accordance with the terms of the specifications
Monitor	the expeditious follow-up and correction of all punch list items
Turnover	any owner’s manuals or training requirements for new systems to facility management or building engineering for operations purposes

Kiziah Construction Management, LLC
Matthew Kiziah
Project Manager

130 Gregory Place
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Proposed Fees

Kiziah Construction Management is confident we have the expertise and depth to advise and support this project leveraging all our market knowledge and years of experience to achieve successful completion in late 2027. Therefore, we are prepared to work with the Village of Palm Spring's Team at the rates broken down as follows:

Project Management Fee (HOURLY)	Fee Amount
Principal (Matt Kiziah)	$215.00/ Hour
Project Manager (TBD)	$175.00/ Hour
Monthly Project Management Fee	Varies. approx. $15,000/mo.
Total Expected Project Management Fee (19 Month Duration; May '26 – Nov '27)	$292,400.00

Price Details:

- Refer to attached Exhibit A – Project Management Fee Schedule, dated April 30, 2026 for anticipated monthly fees/invoicing. Hours will be tracked and recorded (15-minute increments) by KCM, LLC and submitted monthly with each invoice
- Hourly rates are subject to 2.5% annual escalation
- Pricing in this proposal is valid for 30 Days from submission of proposal
- Proposed staffing is available for 30 Days from submission of proposal
- All invoices are Net 30 Days
- Reimbursable expenses typically include permit fee, car mileage (IRS published rates), printing, copying and are charged at cost
- Reference KCM Fee Schedule dated April 29, 2026 for monthly estimated fee distribution

Assumptions:

- Budget & Schedule durations are provided by Client, if there are changes required to the project budget/ schedule, Client and Kiziah Construction Management will work to a mutually agreeable fee and scope

Additional services extending beyond the scope and term of this proposal will be billed at hourly rates described in fee table above and with the Client's prior written authorization:

Kiziah Construction Management, LLC
Matthew Kiziah
Project Manager

130 Gregory Place
West Palm Beach, FL 33405
matt@kiziahcm.com

Upon your acceptance of this proposal, we will prepare and present our standard consulting project management services agreement for your review and execution. Please feel free to contact us with any questions or concerns on the scope, methodology or fee as outlined above. Finally, thank you for your consideration. We look forward to working with you and the entire team at the Village of Palm Springs!

Sincerely,



Matthew Kiziah

Principal/ Project Manager

Kiziah Construction Management, LLC

PROPOSAL ACCEPTANCE:

X

Kiziah Construction Management - Project Management Fee Schedule

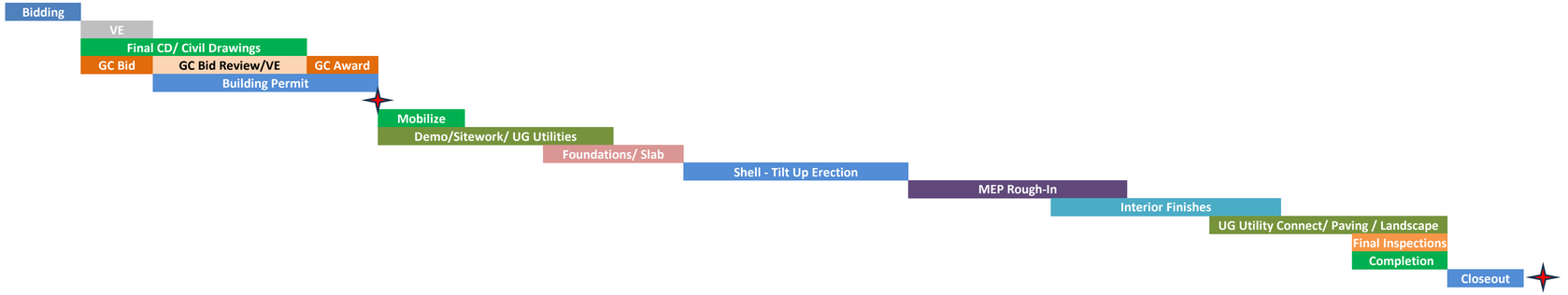
Village of Palm Springs, Florida

UTILITIES OPERATIONS BUILDING at MAIN WATER TREATMENT PLANT

April 29, 2026

SITE DUE DILIGENCE & CONSULTING
Notice To Proceed - Consultants
Development Approvals
PRECONSTRUCTION

90% CE Permit Set + GC Bidding
Value Engineering/ 100% CD Drawing Updates
Final CDs, Civil Eng. & Permit Drawings
GC/ Sub Bid & Award
Full Building Permitting - VSP
CONSTRUCTION
GC Mobilize
Demo/ Site Clearing/ Pad Prep
Foundations/ Slab on Grade
Shell Construction
MEP Rough-In
Drywall & Finishes
Final UG Utility Connections, Sitework & Paving
Final Inspections/ Final Cleaning
Substantial Completion
Complete Parking Lot & Balance of Site



MONTH	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
										2027												
Sr. Director (Executive Oversight) - Matt Kiziah																						
Approximate Hours/Wk	0	15	15	17	17	17	17	17	17	17	17	17	19	19	19	19	19	17	15	10		
Approximate Hours/Month	0	64	64	72	72	72	72	72	72	72	72	72	81	81	81	81	81	72	64	43	0	
Hourly Rate	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	
Fee/Month	**0**	**13,706**	**13,706**	**15,534**	**15,534**	**15,534**	**15,534**	**15,534**	**15,534**	**15,534**	**15,534**	**15,534**	**17,361**	**17,361**	**17,361**	**17,361**	**17,361**	**15,534**	**13,706**	**9,138**	**0**	**$ 292,400**
Project Manager - Stephen Berniker																						
Approximate Hours/Wk	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Approximate Hours/Month	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Hourly Rate	175	175	175	175	175	175	175	175	175	175	175	175	175	175	175	175	175	175	175	175	175	
Fee/Month	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
Monthly Billing	**$ -**	**$ 13,706**	**$ 13,706**	**$ 15,534**	**$ 15,534**	**$ 15,534**	**$ 15,534**	**$ 15,534**	**$ 15,534**	**$ 15,534**	**$ 15,534**	**$ 15,534**	**$ 17,361**	**$ 17,361**	**$ 17,361**	**$ 17,361**	**$ 17,361**	**$ 15,534**	**$ 13,706**	**$ 9,138**	**$ -**	**$ 292,400**

TOTAL T&T FEE	**$ 292,400**

PHASE
Master Planning/ Due Diligence
Preconstruction
Construction
Activation & Closeout

Reimbursables: Estimated: <$1,000.00

Village of Palm Springs

Executive Brief

AGENDA DATE: May 14, 2026

DEPARTMENT: HR Department

ITEM #7: Police Benevolent Association (PBA) Agreement - Three (3) Year Contract (October 1, 2025 - September 30, 2028)

SUMMARY: The Village and the Police Benevolent Association (PBA) have reached a tentative three-year agreement, effective from October 1, 2025, to September 30, 2028.

Key articles with significant changes include:

Article 9 — Comp Time

- Compensatory time at the rate of time and one half (in quarter (0.25) hour increments) cannot exceed one hundred (120) hours of accumulation (previously 100 hours). Prior to the end of each Fiscal Year (September 30th) any earned compensatory time in excess of one hundred (100) hours (previously 80 hours).

Article 24 — Language Incentive

- New - Beginning Year 2 (2026/2027) of this contract: Language Proficiency Incentive Members who are proficient/fluent in speaking, reading, writing, and understanding oral communications in the languages of Creole, Spanish, and/or Sign Language and who have successfully passed a language proficiency test through a vendor approved by the Village are eligible to receive a Language Proficiency Incentive of fifty cents ($0.50) per hour. There will be no additional incentive for speaking multiple languages.

- New - Beginning Year 2 (2026/2027) of this contract: A bargaining unit member who is regularly assigned to Road Patrol and works night shift, shall receive a night differential of $1.00 per hour.

  A) Shift differential will only be paid on hours actually worked.
  B) All leave on holidays not worked will be paid at the basic hourly rate. and will not include shift differential.
  C) When overtime is worked, the shift differential will be paid on hours. Employees, worked and will be used in computing the time and one-half rate.

Article 34 — Boot Allowance

- The Village agrees to provide a uniform cleaning and clothing allowance for bargaining unit employees as follows: $350.00 per year uniform cleaning/ clothing stipend payable for the first full pay period of the fiscal year (previously reimbursed).
- The Village agrees to provide a $150.00 (previously $125) per year shoe stipend for all bargaining unit employees, payable for the first full pay period of the fiscal year.
- Bargaining unit members assigned to the Criminal Investigations Unit shall be entitled to an additional $100.00 per year for a clothing/cleaning stipend payable for the first full pay period of the year.

Article 41 — Salary/ Bi Weekly Pay

For Fiscal Year 2025/2026:

- As of October 1, 2025, all existing Bargaining Unit Members will receive a three percent (3%) Across the Board increase to be paid for the first full pay period fiscal year 2025/2026, which begins Wednesday, October 1 through Tuesday, October 7. For Year 1 of the contract, the minimum and maximum of the pay range shall be adjusted by the Across the Board (3%).
- 2% merit increase for eligible bargaining members. Employees who are “topped out” will not be eligible for a merit increase.
- “Topped out” bargaining unit members will be provided a lump sum payout for the “Across the Board” increase only.
- The Village will implement a bi-weekly payroll period for all bargaining unit members effective May 2026.

For Fiscal Year 2026/2027:

- As of October 1, 2026, all bargaining unit members will receive a three and a half percent (3.5%) Across the Board increase, payable in the first full pay period of fiscal year 2026/2027. For Year 2 of the contract, the minimum and maximum of the pay range shall be adjusted by the Across the Board (3.5%).
- 3% Merit for eligible bargaining members. Employees who are “topped out” will not be eligible for a merit increase.

For Fiscal Year 2027/2028:

- A compensation study will be completed to ensure starting pay for Police Officers is comparable in the market.

Article 43 — Law Enforcement Take-Home Vehicles

- New — Beginning Year 2 (2026/2027) of this contract bargaining unit, members assigned to a specialty unit will be provided with a take-home vehicle at no additional cost to the member as long as the member remains in the specialty unit.

Appendix "C" - Topped Out
Appendix D - Salaries

The PBA ratified the tentative agreement on Thursday, April 16th and 17th, 2026. If the Council grants final approval, the contract will take effect on October 1, 2025.

FISCAL IMPACT:
The impacts related to the proposed salary increases have been included within the approved FY 2026 Budget — General Fund.

ATTACHMENTS:
1. PBA Contract 10.1.2025 - 9.30.28_4.1.26 Clean_V2

PALM SPRINGS
POLICE OFFICERS'/SERGEANTS

CONTRACTS

BETWEEN THE

VILLAGE OF PALM SPRINGS

AND

THE PALM BEACH COUNTY

POLICE BENEVOLENT ASSOCIATION

OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2028

PBA:_____ VPS:_____

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PBA:_____ VPS:_____

Article 1: Agreement-Preamble

1.1 This Agreement is entered into by The Village of Palm Springs, Florida herein after referred to as the "Village" and the Palm Beach County Police Benevolent Association, Inc., herein after referred to as the "Association," to establish an orderly and peaceful procedure, to settle differences which might arise and to set forth the basic, complete and full agreement between the Parties and all other conditions of employment.

PBA:_____ VPS:_____

Article 2: Recognition

2.1 The Village hereby recognizes the Association as the exclusive bargaining representative as provided in Chapter 447, Florida Statues, for those employees in the unit certified by the Public Employees Relation Commission in its Certification Number 367 and Certification Number 1754.

2.2 The Village shall provide written notice and an opportunity to bargain with respect to the working conditions, rates of pay and other terms and conditions of employment for those employees in the aforesaid certified unit, as required by law to:

John Kazanjian, President
Palm Beach County Police Benevolent Association, Inc.
21-00 N. Florida Mango Road West
Palm Beach, FL 33409

PBA:_____ VPS:_____

Article 3: Non-Discrimination

3.1 The Parties agree that they will not discriminate against any employee because of race, color, sex, national origin, religion, marital status, disability, marital status, familial status, veteran or military status, genetic information, sexual orientation, age or because of status as a member in any other group protected by applicable law. Nothing herein shall restrict the Village from taking any action to promote or implement equal employment opportunity and affirmative action in accordance with applicable law.

3.2 The Association and/or its individual Members will not discriminate against or harass any employee who does not choose to become a member of the Association.

3.3 There shall be no discrimination, interference, unlawful restraint, or coercion by the Village against any employee for his activity on behalf of, or membership in, the Association.

Article 4: Gender

4.1 It is the intent of the Parties that this Agreement shall be gender neutral. If the pronoun "he" or "she" is utilized in this Agreement, such pronoun shall refer to persons of either sex.

PBA:_____ VPS:_____

Article 5: Appendices and Amendments

5.1 Appendices and Amendments (if any) to this Agreement shall be lettered or numbered, dated, and signed by the Parties, and shall thereafter constitute part of this Agreement.

PBA:_____ VPS:_____

Article 6: Dues Deduction

6.1 The Village agrees to deduct Association Dues from bargaining unit employees' wages on a monthly basis for the term of this Agreement. Association dues are determined by the Association.

6.2 The Village shall remit monies so collected to the Association within fourteen (14) days of receipt of the billing from the Association.

6.3 The Association shall notify the Village of any change in the amount of dues to be deducted at least thirty (30) days in advance of any such change in the amount of deduction.

6.4 Deductions hereunder shall be pursuant to a properly executed dues authorization card.

6.5 Any member of the Association may, on thirty (30) days written notice to the Village, require that the Village cease making deductions from his/her wages. The Village shall forward a copy of such written notice to the Association.

6.6 The Association agrees to indemnify and hold harmless the Village, its agents, employees, and officials from and against any claims, demands, or causes of action of any nature whatsoever, including reasonable attorney fees, asserted by any person, firm, or entity, based on or relating to any payroll deduction required or undertaken under this article.

PBA:_____ VPS:_____

Article 7: Bulletin Boards

7.1 The Village shall furnish the Association with space for a Bulletin Board in the hallway by the Department Briefing Room at 230 Cypress Lane, Palm Springs, Florida.

7.2. The Association shall use the bulletin board only for the purpose of posting official Association business items. No item shall be placed on the bulletin board without first being reviewed and initialed by the Association President or his designee and the Chief of Police or his designee.

7.3 The Association shall not post any item which is disruptive of the Village's operation.

PBA:_____ VPS:_____

Article 8: Work Stoppages

8.1 There shall be no strikes, work stoppages, slowdowns, mass resignations, sickouts, or other job action or refusal to perform assigned work by the employees covered under this agreement.

8.2 It shall be a violation of this Agreement for any employee, while on duty, to fail or refuse to cross any picket line or other demonstration if such failure or refusal in any way delays or interrupts performance of work.

8.3 The Parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the Village. Nothing herein shall restrict the Village from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.

8.4 The Association recognizes that the Village and the employees, covered hereunder are responsible for and engaged in activities which are the basis of health, safety and welfare of the Village's citizens and that; therefore, any violation of this article would give rise to irreparable damage to the Village and the public at large. For the purpose of this Article, it is agreed that the Association shall be responsible and liable for any act by its agents, representatives, and/or officers, which act constitutes a violation of this Article. Accordingly, it is understood and agreed that in the event of any violation of this article, the Association agrees to the issuance of legal and equitable relief against the Association, its officers, and agents, in accordance with applicable laws.

PBA:_____ VPS:_____

Article 9: Work Period and Overtime

9.1 The normal work period for police personnel covered by this Agreement shall be eighty-four (84) hours worked in a fourteen (14) day work period. All hours worked in excess of eighty-four (84) hours in the aforesaid fourteen (14) day work period shall be compensated at the rate of time and one half the employee's regular rate (in quarter (0.25) hour increments of pay in accordance with the 7(K) exemption of the Fair Labor Standards Act. At the employee's request the compensation may be credited as compensatory time at the rate of time and one half (in quarter (0.25) hour increments) but cannot exceed one hundred (120) hours of accumulation. Prior to the end of each Fiscal Year (September 30th) any earned compensatory time in excess of one hundred (100) hours shall be paid to the employee based on the amount of compensatory time accumulated as of the first payroll period in the preceding August. The time can be used as time off only and will be considered productive time for payroll purposes. Unscheduled personal leave time, defined as leave time taken with less than twenty- four (24) hours notice, will not be considered productive time or count towards overtime calculations for the pay period during which the unscheduled leave is taken. However, all scheduled and unscheduled leave time will count towards overtime for Palm Beach County School Security Details and in-house department required training. Employees who exceed the maximum accrual of compensatory time shall be paid for the time that exceeds the maximum amount effective upon ratification of this Agreement. A bargaining unit member who is promoted to a position outside of the bargaining unit, or who separates from employment will be paid the balance of all unused compensatory time at his/her last hourly base rate of pay.

9.2 Nothing herein shall restrict the Chief of Police from altering the starting and quitting times and/or the numbers of hours worked on a given work day for any employee covered hereunder; provided, however, that overtime or-compensatory compensation (time and a half) is paid as prescribed in sections 9.1. Starting and quitting times shall not be altered to avoid the payment of overtime or premium rates of pay as provided in this Agreement.

9.3 An employee required to be out of Palm Beach County to attend court or for any other purpose as a result of his/her duties as a police officer will be paid at his/her regular rate of pay for each day or partial day required for said purpose.

9.4 The Village recognizes that unusual circumstances may require that an employee finds it necessary to request a change of his/her regular scheduled shift. Without obligating the Village to pay overtime, an employee may work for or change shifts with another employee performing similar duties. Such determination of duty compatibility and approval shall rest with the Chief of Police or his designated representative. At least twenty-four hours verbal notice will be required. No reasonable request will be denied.

9.5 The assignment to shifts of Police Department personnel covered by this Agreement shall be based upon seniority and certification bidding every six (6)

months.

Bidding for shift assignments effective the first pay periods beginning after October 1 and April 1 shall be done during the first two weeks of September and March, respectively. Shift assignments shall be posted during the third weeks of September and March.

PBA:_____ VPS:_____

Article 10: Grievance and Arbitration Procedure

10.1 Bargaining unit employees will follow all written and verbal orders given by supervisors even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits, nor shall compliance affect the ultimate resolution of the grievance.

10.2 A "grievance" is a claimed violation of this Agreement, including but not limited to the claim that a discharge or other disciplinary action violated a specific provision of this Agreement. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the Association. In either case, the procedure to be followed will be the same. The grievant (whether it be the Association or an individual employee) and management may agree to waive Step 1 in any grievance. Grievances which are filed by the Association on behalf of the Association itself or the entire bargaining unit shall be filed with the Chief of Police or his designee at Step 2, within the time period prescribed in Step 1. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or applications of one or more express provisions of this Agreement. The Village need not entertain or process any dispute, claim or complaint or other matter not meeting this definition.

10.3 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

STEP 1: An aggrieved employee or the Association shall present in writing the grievance to the aggrieved employee's Police Supervisor or his designee within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the Supervisor or his designee shall forward a copy of the grievance to the Chief of Police. The grievance shall be signed by the employee or the Association and shall state; (a)The date of the alleged events which gave rise to the grievance; (b)the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c)statement of fact pertaining to or giving rise to the alleged grievance; and (d)The specific relief requested. The Supervisor or designee shall, within ten
(10) calendar days after presentation of the grievance, render his decision on the grievance in writing with copies to the grievant (if an individual employee), the Association and the Chief of Police.

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PBA:_____ VPS:_____

STEP 2: Any grievance which cannot be satisfactorily settled with the Police Supervisor or his designee shall then be taken up with the Chief of Police or his designee. The grievance as specified in writing in Step 1 above, shall be filed with the Chief of Police or his designee within ten (10) calendar days after the due date for the Supervisor response in Step 1 above. The Chief of Police or his designee shall discuss the grievance with the grievant (whether it be an individual employee or the Association and shall, within ten (10) calendar days after presentation of the grievance, render his decision on the grievance in writing, with copies to the Grievant (if an individual employee), and Association.

STEP 3: Any grievance, which cannot be satisfactorily settled in Step 2 above, shall then be taken up with the Village Manager or his designee. The grievance as specified in writing in Step 1 above shall be filed with the Village Manager within ten (10) calendar days after the due date for the Chief of Police's response in Step 2 above. The Village Manager or his designee shall issue his decision in writing on the grievance (with copies to the Grievant, the Association, and the Chief of Police within ten (10) calendar days after presentation of the grievance at this step.

STEP 4: If the grievant (whether it be the Association or an individual employee) is not satisfied with the Village Manager's decision in Step 3 *above,* the Association may request arbitration by written notice to the Village Manager within ten (10) calendar days of receipt of the Village Manager's written decision. Said written notice of arbitration shall include a written statement of the position of the Association (or the individual employee) with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed at Step 1 of the grievance procedure.

10.4 Within ten (10) calendar days from receipt of such notice of arbitration, the Parties shall request a list of nine (9) qualified arbitrators from the Federal Mediation and Conciliation Service. The Association and the Village will alternately eliminate one at a time from said list of names, persons not acceptable, until only one (1) remains and this person will be the arbitrator. The Village and the Association will alternate in the right to first strike names in successive arbitrations with the strike of the first arbitration panel to be determined by the toss of a coin. Either Party may strike one entire panel.

10.5 As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the Parties and consider the grievance. The decision of the arbitrator will be served upon the Village and the Association in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30)

calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be equally divided between the Parties. Any Party desiring a transcript of the hearing shall bear the cost of such transcript unless both Parties mutually agree to share the cost. Each Party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing.

10.6 The arbitrator will confine his consideration and determination to the written grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable state and federal laws and the Village Ordinances or resolutions, except to the extent as specifically provided herein.

10.7 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing. The Party filing the grievance and requesting arbitration shall, at all times, have the burden of proving that the action taken by the non-grieving Party violated a specific provision of this Agreement. The arbitrator's decision shall be final and binding; provided, however, that either Party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. The Parties agree that the standard of review of the arbitrator's decision shall be whether the record evidence establishes that the grieving Party proved by clear and convincing evidence that the action taken by the non-grieving Party violated a specific provision of this Agreement.

10.8 No decision of an arbitrator or of the Village in any one case shall create a basis for retroactive adjustment in any other cases. All claims and awards for back wages shall be reduced by any unemployment compensation and/or interim earning that the grievant may or might have received during the period involved.

10.9 In settlement of any grievance after an arbitration hearing has commenced, resulting in retroactive payment or adjustment, including back wages, such adjustment shall be approved by the Arbitrator.

10.10 Nothing in this article shall prevent the Parties from agreeing to jointly submit a grievance to mediation or other alternate dispute resolution method in lieu of arbitration, or prior to requiring arbitration. The time period for arbitration shall be tolled by agreement to mediate and a notice of arbitration may be filed within 10 days of a mediator's written findings of "no agreement."

Article 11: Management Grievance-Arbitration Procedure

11.1 A grievance is defined as a dispute between the Parties, which includes, but is not limited to, the interpretation and application of the terms of this Agreement. The grievance procedure is as follows:

Step 1 - A management representative may present a written grievance to the Association representative within ten (10) working days of the occurrence giving rise to the grievance. The Chief of Police and the Association shall attempt to resolve the grievance within five (5) working days after the grievance is presented to the Chief of Police.

Step 2 - If the grievance has not been satisfactorily resolved at Step 1, the management representative may submit the grievance, in writing, to the Association within ten (10) working days from the date upon which the Association's Step 1 response is due. The written grievance shall explain the basis of the grievance and a proposed remedy. The Association shall render a decision in writing within five (5) working days after it has been presented.

Step 3 - If the grievance is not resolved in Step 2, Management may request a final and binding disposition by filing a written request for arbitration within sixty (60) calendar days of the completion of Step 3. The Village Manager shall have the exclusive right to proceed to arbitration on behalf of the Village.

11.2 Failure of either Party to respond within the timeliness guidelines of a grievance shall result in the grievance being advanced to the next step.

11.3 The cost of the arbitration shall be divided equally between the Parties.

PBA:_____ VPS:_____

Article 12: Health and Insurance Benefits

12.1 Health and Insurance Benefits shall be provided to bargaining unit employees in the same manner and under the same policies and procedures including benefit levels and contributions, as are applicable to all other Village employees. Any proposed changes in health and insurance benefits shall be bargained over prior to their implementation. Whenever possible, the Association shall receive notice of not less than forty-five (45) days prior to any proposed changes being made.

PBA:_____ VPS:_____

Article 13: Job Related and Non-Job Related Injury and Illness

13.1 Job related injuries shall be subject to Florida Worker's Compensation Law, Chapter 440, Florida Statutes, Village and Departmental policies, and any amendments thereto.

13.2 The Department shall have the right to assign any employee covered hereunder to a less-strenuous assignment due to temporary health or disability conditions. If an employee receives a less-strenuous assignment, he/she shall receive his/her normal benefits and shall accumulate seniority. All assignments to less strenuous positions shall involve the performance of productive work necessary for the efficient and economical operation of the Department and the Village. All decisions the Department makes with respect to injured/disabled employees shall be in conformity with the Americans with Disabilities Act and the Family Medical Leave Act in addition to any currently existing state and local statutes, regulations and ordinances.

13.3 Off duty related injuries will be reviewed for less-strenuous assignments when available. The availability will be on a case-by-case basis and must be accompanied by attending physician statement as to limitations.

13.4 Employees may be required to take a physical and/or psychological examination, given by a Village authorized physician and/or psychologist, to determine fitness for duty when the Village has a reasonable suspicion that the employee is unfit to perform his/her duties. "Reasonable suspicion" means a belief drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Any fitness for duty examination required by the Village shall be while the employee is "on-duty" and all costs associated with the examination will be borne by the Village.

13.5 With respect to any disagreement regarding medical determinations made in fitness for duty certifications, the Village's authorized physician and/or psychologist and the employee's principal treating physician and/or psychologist shall select a third qualified, licensed and neutral physician and/or psychologist to conduct an examination of the employee. The medical determination made by the neutral physician and/or psychologist shall be final and binding on all parties. All costs incurred emanating from the examination by the neutral physician and/or psychologist shall be paid entirely by the Village.

PBA:_____ VPS:_____

Article 14: Savings Clause

14.1 If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid or unconstitutional by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

PBA:_____ VPS:_____

Article 15: Employee Disciplinary Procedures

15.1 The Parties recognize that the interest of the community and job security of the bargaining unit member depends upon the Village's success in providing proper and efficient services to the community. To this end, the Village and the PBA encourage to the fullest degree, behavior which is positive and supportive of the goals of effective municipal government and public safety. The Parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goals.

15.2 No bargaining unit employee shall be disciplined except for cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. The following disciplinary actions may be utilized, and depending on the severity of the offense, the first action may be at any level including dismissal.

A. Verbal Reprimand
B. Written Reprimand
C. Suspension Without Pay
D. Demotion
E. Dismissal

15.3 It is understood and agreed that while "verbal counseling's" may be utilized before progressing to a Verbal Reprimand, such counseling's are not disciplinary actions. Verbal or written reprimands may be grieved through the chain of command but are not subject to the arbitration provisions of this Agreement. The department's Verbal Counseling form shall cease to be used and the Village's Employee Discussion Form shall be the form used to document verbal counseling's. Employee Discussion Forms shall be sent to the Human Resources Department. Provided, no disciplinary action has been taken. Employee Discussion Forms shall be discarded after one (1) year.

PBA:_____ VPS:_____

Article 16: Replacement of Personal Property

16.1 Replacement of lost or damaged personal property shall normally be the responsibility of the employee. However, the Chief of Police, in his discretion, may authorize replacement of (or reimbursement for) eyeglasses, contact lenses, or wrist watches which are damaged as a result of an employee being involved in an unavoidable physical altercation in the line of duty. The employee making the request for replacement of (or reimbursement for) damaged eyeglasses, sunglasses, contact lenses, or wristwatch must provide the Chief of Police with a detailed report describing the incident from which the damage resulted and the cause of the damage. The employee must also provide the Chief of Police with an estimate of the cost of the repair or replacement of the damaged eyeglasses, sunglasses, contact lenses, or wrist watch.

Reimbursement for damaged eyeglasses, sunglasses, or contact lenses shall not exceed One Hundred Dollars ($100.00). Reimbursement for damaged wrist watches shall not exceed Fifty Dollars ($50.00).

PBA:_____ VPS:_____

Article 17: Management Rights

17.1 The Village reserves and retains all rights, power, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of this Agreement.

17.2 The Association and the employees covered under this Agreement recognize and agree that the Village has the sole and exclusive rights as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the Village specifically, but not by way of limitation, reserves the sole and exclusive right to:

A. Direct, supervise and maintain the efficiency of all employees and the operations of the Village;

B. Take whatever action may be necessary to carry out the mission and responsibility of the Village in unusual and/or emergency situations;

C. Schedule and assign the work to the employees and determine the size and composition of the work force;

D. Assign overtime work to employees;

E. Determine the services to be provided to the public, and the maintenance procedure, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities, and equipment;

F. Hire and rehire and determine the criteria and standards of selection for employment (including minimum qualifications);

G. Discharge, demote, suspend or otherwise discipline for cause as set forth in the Departmental General Orders Manual;

H. Set procedures and standards to evaluate Village employee's job performance including the formulation and/or amendment of job descriptions;

I. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;

J. Create, expand, reduce, alter, combine, assign, or cease any job;

PBA:_____ VPS:_____

K. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or part, whenever, in the sole discretion of the Village, good business judgment makes such curtailment or discontinuance advisable;

L. Determine the number, location, and operation of all departments and divisions thereof;

M. Contract and/or subcontract any existing or future work for legitimate business reasons;

N. Require any and/or all bargaining unit employees to submit to an examination by a medical doctor (including a psychiatrist) based upon the reasonable belief that the employee is unable to perform any or all of his assigned job duties.

17.3 The above rights of the Village are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent to the Village in its general capacity as management. Any of the rights, power, and authority that the Village had prior to entering into this collective bargaining Agreement, except as expressly limited or modified by a specific provision of the Agreement, are retained by the Village.

17.4 If the Village fails to exercise any one or more of the above functions from time-to- time, this will not be deemed a waiver of the Village's right to exercise any or all such functions.

17.5 If, in the sole discretion of the Village Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or any similar or dissimilar catastrophe, the provisions of this Agreement may be suspended or waived temporarily by the Village Manager during the time of the declared emergency, provided that wage rates and monetary benefits shall not be suspended.

17.6 The exercise of the management rights set forth *above* shall not preclude the Association or any employee covered hereunder from filing a grievance under the Grievance and Arbitration Procedure herein should the Association or the employee feel that the action taken by the management violated a specific provision of this Agreement.

17.7 Nothing contained in this Article shall be construed to waive the Association's right to engage in impact bargaining regarding management rights enumerated above where Florida law requires such bargaining. Where such impact bargaining is requested by the Association and is required by Florida law, the Parties shall meet promptly to attempt to resolve the impact item. If the impact item is not resolved within ten (10) days, either Party shall be free to invoke the impasse resolution procedure under the Public Employees Relation Act. The Parties hereby agree that

all impasse resolution procedures must be concluded within sixty (60) days of the notice of the exercise of the management right which provided the basis for the impact bargaining request. Under no circumstances shall the Association's request unreasonably delay the Village's exercise of any management right.

PBA:_____ VPS:_____

Article 18: Association Business

18.1 Nothing contained herein shall preclude any employee from discussing a problem directly with his immediate Supervisor or any other Department Official without the intervention of the Association provided, however, that such Supervisor or other Department Official is agreeable to having such discussion. Any resolution made by an employee covered here under with his Supervisor shall not set a precedent for the settlement of any other disagreement invoking the same on other employees.

18.2 The Village shall recognize the following Association Representative and Alternate Association Representative to represent bargaining unit employees as described in paragraph 18.3 below:

A. Bargaining Unit- one (1) Representative
B. Bargaining Unit- one (1) Alternate Representative

A written list of the Association Representative and the Alternate Representative shall be furnished to the Chief of Police prior to the effective date of the Association Representative and Alternate Representative assuming their duties. Prompt written notification of changes shall be provided to the Chief of Police. No Representative or Alternate Representative will be recognized by the Village unless such written notification was presented prior to such Representative or Alternate Representative assuming his/her duties. All Association Representatives shall be permitted to attend collective bargaining negotiations occurring on-duty, if working.

18.3 Association Representative shall be permitted to process formal grievance procedure herein while on duty; provided that this activity does not interfere with the Representative's duties as an employee, the duties of other employees, or any other aspect of the Departmental operation. No more than one (1) Representative or one (1) Alternate Representative shall attend a grievance meeting while on duty.

18.4 Under no circumstances shall any Association Representative leave his assigned duties to process a formal grievance under the grievance procedure herein without first obtaining authorization from his/her Supervisor or his/her designee. Such authorization shall not be unreasonably withheld.

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18.5 The function of the Alternate Representative is to substitute for the Representative in the exercise of the duties set forth in 18.3 above if the Representative is absent or otherwise unavailable due to leave, training, work assignment, or other operational needs. Where the Alternate Representative substitutes for the Representative, he/she shall have the same rights and responsibilities and shall be subject to the same restrictions as the Representative.

PBA:_____ VPS:_____

18.6 The use of Village Equipment for Association Business is subject to the sole approval of the Chief of Police; such as photographs, telephone, pens/pencils, computers, or similar items.

18.7 Each member of the Association shall be permitted to donate four (4) hours of compensated time per year to a time pool to be used for Association activities. The use of the time pool shall be administered at the discretion of the Association, and the Chief of Police. All unused hours donated by members will be carried over to the next year.

PBA:_____ VPS:_____

Article 19: Personnel Records

19.1 The Village agrees that all personnel files/records shall be kept confidential to the extent provided by law.

19.2 A member shall have the right to inspect his or her own official personnel file, and no records contained therein shall be refused the employee for his/her inspection. The employee has the right to have a copy of any and all documentation contained in said file, except that information required by Florida Statutes or applicable law to be deleted from such documentation. The employer shall have the right to be present during said inspections and reproduction of copies.

19.3 The Village agrees that a member shall have the right to include in his or her personnel file/record, written refutation (including written statements) of any material he or she considers to be detrimental. All such insertions shall remain a permanent part of the members' official personnel records.

PBA:_____ VPS:_____

Article 20: Voluntary Resignation

20.1 Any member who submits his voluntary resignation shall give not less than two weeks prior notice thereof to the Chief of Police, and shall continue employment during the notice period unless otherwise voluntarily and mutually agreed upon with the Chief of Police. Failure to work during the said notice period without agreement shall result in loss of accrued personal leave termination pay on a day for day basis.

20.2 The PBA recognizes the right of the Village to enter into a pre-employment contract with new employees.

PBA:_____ VPS:_____

Article 21: Training

21.1 The probationary period for all newly sworn police officers shall begin after the successful completion of the Field Training and Evaluation Program (FTO) and shall be for a period of one (1) year. The probationary period may be extended, but shall not exceed eighteen (18) months. Whenever required, as so determined by the Chief of Police, newly appointed police officers will be afforded training to assist in preparing them for their new roles.

21.2 The Parties acknowledge that not all police officers require an expertise in the use of a variety of Public Safety Equipment utilized in the performance of duties and agree that other training may be initiated to provide employees with the back ground to do their job in a competent manner so determined by the Chief of Police, and shall not be denied unreasonably.

21.3 Up to forty (40) hours of the employee's mandatory (State required) retraining may be performed while on duty, if other duties permit.

21.4 The Village will provide Firearms ammunition for duty and qualification purposes.

21.5 Upon written request by the employee, all EMTs and Paramedics shall receive the training necessary to maintain and keep current their state certification. This training shall be provided for by the department at its sole cost and expense.

21.6 All mandatory training sessions shall be noticed and scheduled by the Village at least fourteen (14) days in advance.

PBA:_____ VPS:_____

Article 22: Promotional Policies

22.1 The Police Department will announce promotional examinations at least thirty (30) days prior to the testing date, allowing reasonable time for preparation and study for the member.

22.2 A bibliography will be furnished of resources that will be used in testing, provide the sources from which the examination is drawn and make such reference material available.

22.3 Once a promotional list is established as a result of the competitive test, that promotional list will exist for twelve (12) months or until it is exhausted by promotions, whichever occurs first.

22.4 The Village agrees to use only job related promotional exams.

22.5 Selection for promotion will be made from the promotion register based on the rule of three. The Chief of Police may select any officer from the top three (3) candidates on the register.

22.6 The Village is not obligated to fill a vacant Corporal, Sergeant or Lieutenants position.

22.7 Effective upon ratification of this Agreement, all current bargaining unit members in the rank of Corporal will be re-classified to Sergeant with no change in responsibilities, pay, or schedules. Effective upon PERC certification including lieutenants into the bargaining unit, lieutenants will be included in this Agreement. Current Sergeants will be re-classified to Lieutenants with no change in responsibilities, pay, or schedules. The present Corporal position will be eliminated entirely but could be reinstated at the Village's discretion.

22.8 All of the above-mentioned re-classified positions will be compared and evaluated based upon the previous titles. Future salary surveys and evaluations will be based upon the previous titles.

PBA:_____ VPS:_____

Article 23: Educational Incentive

23.1 Educational Incentive shall be provided to bargaining unit employees in the same manner and under the same policies and procedures as are applicable to all other Village employees.

23.2 Reference: Employment Regulations (Chapter 11)

23.3 The plan shall be applicable to any full-time employee of the Village who has been employed by the Village for a minimum of twelve (12) months prior to the date on which the employee makes the request for participation.

23.4 This plan is applicable only to educational classes offered by a college, university, or community college that has been accredited by the Southern Association of Colleges and Schools, another regional accrediting agency, the Accrediting Council for Independent Colleges and Schools, or an accrediting agency or association that is recognized by the database created and maintained by the United States Department of Education.

23.5 Any employee with regular status, with the approval of the Chief of Police and the Village Manager, may receive leave and/or financial aid to cover a portion of certain educational expenses provided that:

A) Adequate funds of $2,500 per person, per fiscal year are available in the budget of the department to which the employee is assigned or available for educational funds allocated for such purposes;

B) Completion of such educational classes will improve the employees' job knowledge and increase his/her efficiency;

C) In the event the final examination is failed or the educational class is not completed, the employee will reimburse the Village for the total cost of all Village expenses involved in such educational class;

D) Upon completion of a course in an approved class, an employee may apply for tuition reimbursement in an amount equivalent to a portion of the tuition cost according to the following schedule:

Course Grade "C" .....50% Reimbursement
Course Grade "B" .....75% Reimbursement
Course Grade "A".....100% Reimbursement

E) Any person enrolling in an approved degree program shall be eligible for reimbursement at the rate per course established by the Florida Atlantic

/

University for a Bachelor's degree program or Palm Beach State College for an Associate's degree program.

F) If the employee leaves the employ of the Village within one (1) year after completion of such educational class, the employee will reimburse the Village for all Village funds invested in such educational class. If the employee leaves the Village within one (1) to two (2) years after the completion of such educational class, the employee will reimburse the Village for one-half (1/2) of the Village funds invested for such educational class.

PBA:_____ VPS:_____

Article 24: Incentive Pay

24.1 The Village will participate in the State Incentive Pay Program as long as it is offered. Such compensation will be paid weekly or monthly as part of the regular pay.

24.2 Beginning Year 2 (2026/2027) of this contract: Language Proficiency Incentive Members who are proficient/fluent in speaking, reading, writing, and understanding oral communications in the languages of Creole, Spanish, and/or Sign Language and who have successfully passed a language proficiency test through a vendor approved by the Village are eligible to receive a Language Proficiency Incentive of fifty cents ($0.50) per hour. There will be no additional incentive for speaking multiple languages.

24. 3 Beginning Year 2 (2026/2027) of this contract: A bargaining unit member who is regularly assigned to Road Patrol and works night shift, shall receive a night differential of $1.00 per hour.

A) Shift differential will only be paid on hours actually worked.

B) All leave on holidays not worked will be paid at the basic hourly rate and will not include shift differential.

C) When overtime is worked, the shift differential will be paid on hours worked and will be used in computing the time and one-half rate.

PBA:_____ VPS:_____

Article 25: Seniority

25.1 Seniority, as used herein, is defined as the right accruing to bargaining unit members through continuous time in classification, while employed by the Village, which entitles them to certain considerations and preferences as provided for in this Agreement. Seniority shall accumulate during approved absence due to illness, injury, vacation leave, or military leave. Employees on other authorized leave shall maintain the seniority they had when their leave commenced.

25.2 A) If two (2) or more bargaining unit members have the same classification date, for purposes of breaking a tie, seniority will be determined by the date the member's employment application was received by the Village.

8) The corporal position shall be eliminated, but may be reinstated at the Village's discretion. All existing corporals shall be re-classified to the rank of sergeant. Corporals re-classified as sergeants will keep their current seniority in their new rank. Sergeants re-classified as lieutenants will keep their current seniority in their new rank.

25.3 Seniority shall govern the following matters:

A) Whenever feasible, shift assignments shall be based on seniority bidding. The Parties recognize that for reasons of operational necessity, seniority shall not be the only factor involved. If seniority does not govern, the reasons should be provided to the affected employees.

B) Layoffs shall be made in reverse order of seniority.

C) Employees shall be called back from layoff, for up to two years, according to seniority.

25.4 Personal leave scheduling: Personal leave shall be scheduled by the Chief of Police or his designee, as far as possible, in accordance with the members request, with length of service in rank taking precedence where more than one member requests the same time off, and with due consideration given to the requirement of maintaining the services the department renders. Changes in scheduling of personal leave shall only be made with prior approval of the Chief of Police or his designee.

25.5 Lay off: The Chief of Police may initiate the layoff of a member when it is deemed necessary by reason of shortage of work or funds, the abolition of the position, material change in the departmental organization, or for other related reasons

which are outside the member's control and which do not reflect discredit on the member.

In the event of a lay off for any reason, employees shall be laid *off* in the reverse order of their seniority in their classification. Any employee who is to be laid off, who has advanced to his present classification in which he held a permanent appointment shall be given a position in a lower classification in the same department. His seniority in the lower classification shall be established according to that classification. Employees shall be called back from lay off according to the seniority in the classification from which the employee was laid off within the department. No new employees shall be hired in any classification until all employees on lay off status in that classification have had an opportunity to return to work.

25.6 The proposed layoff notice must be delivered to the affected employee at least thirty (30) working days before the effective date of such lay off.

25.7 No lay off of a member shall be made as a disciplinary action.

25.8 The placement of employees within the Police Department shall be the responsibility of the Chief of Police. When placement is made, the consideration of seniority, merit, qualifications, special skills and the like will be used as far is feasible.

PBA:_____ VPS:_____

Article 26: Bereavement Leave

26.1 Bereavement leave shall be provided to Bargaining Unit Employees in the same manner and under the same policies and procedures as are applicable to all other Village Employees.

26.2 For the purposes of computing bereavement leave for police officers, three (3) days off is equivalent to 36 hours worked.

26.3 Reference: Employment Regulations (Ch. 8 – 8.6)

PBA:_____ VPS:_____

Article 27: Leave of Absence with Pay

27.1 Leaves of Absence with pay shall be of six (6) kinds:

A. Personal leave, to which Bargaining Unit Employees may become entitled under the Village Employment regulations Sec. 24-246.10, as amended August 28, 2008.

B. Leaves with pay for:
   1. To take promotional Exam
   2. Jury Duty
   3. Military Duty
   4. Witness Duty

C. Authorized leave with pay

D. Bereavement Leave

E. Voting Time - Time off will be granted only in those circumstances where a member on the day shift has to work beyond the end of the shift.

In the event the Chief of Police shall direct a bargaining Unit member to attend a conference, seminar, briefing session or other activity as a police officer, in addition to regular pay, the Village shall pay per diem and travel expenses of the employee as provided in Employment Regulation,

PBA:_____ VPS:_____

Article 28: Leave of Absence Without Pay

28.1 Leave of Absence without pay shall be provided to Bargaining Unit Employees in the same manner and under the same policies and procedures as are applicable to all other Village Employees.

28.2 Reference: Employment Regulations (Ch.12 – 12.5).

PBA:_____ VPS:_____

Article 29: Holidays

29.1 Holidays shall be provided to Bargaining Unit Employees the same as are applicable to all other Village employees in accordance with Employment Regulations Handbook Ch.12-12.7 . There are thirteen (14) recognized Village holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January 3rd
Presidents' Day	Monday of February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday of May
Juneteenth	June 19th
Independence Day	July 4
Labor Day Veteran's	1st Monday of September
Day Thanksgiving	November 11
Day	4th Thursday of November
Day After Thanksgiving	4th Friday of November
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

PBA:_____ VPS:_____

29.2 All bargaining unit employees will receive ten (10) hours of either holiday leave or pay (but may not be split) for each designated holiday.

29.3 Employees assigned to temporary administrative positions will follow Village Employee Regulations Handbook

PBA:_____ VPS:_____

Article 30: Personal Leave Time

30.1 All Bargaining Unit Members shall be eligible for inclusion in the Personal Leave Program.

Reference: Employee Regulations Chapter 12.

PBA:_____ VPS:_____

Article 31: Maintenance of Conditions

31.1 All job benefits in effect at the time of the execution of this Agreement heretofore authorized by the Village Manager or Chief of Police, or Benefits provided by Ordinance or Code of the Village Commission, not specifically provided for or abridge by this Agreement, shall remain in full force and effect for the duration of the Agreement.

31.2 The Village and the Association will meet at the request of either Party to negotiate any proposed changes in those rights and benefits not specifically covered by this Agreement, provided, however, no changes shall be made except when a waiver exists or where the change is negotiated in accordance with Chapter 447, Florida Statutes.

PBA:_____ VPS:_____

Article 32: Change of Status

32.1 The placement of employees within the Police Department shall be in accordance with Article XVII (Management Rights).

32.2 Whenever feasible, employees will be notified at least ten (10) business days in advance of transfer, reassignment or change of shift.

32.3 Bargaining Unit Members shall be given first preference in assignment to all new positions the Village may establish for which they have the required certifications, skills, and training.

PBA:_____ VPS:_____

Article 33: Worker's Compensation

33.1 The Village agrees that all Bargaining Unit Members suffering on-the-job injuries shall be subject and entitled to all provisions of Chapter 440, Florida Statues, The Worker's Compensation Act.

33.2 The Village agrees that a Bargaining Unit Member injured on the job shall be paid a full day's wages based on the unit member's normally assigned shift for the day of the accident if the treating physician advises that the member is incapable of returning to work that day.

33.3 The Village and the Association agree that a member's work schedule may be changed to avoid the payment of overtime, with the required one (1) week notice, to accommodate a member who is receiving therapy after returning to work for a previous injury received while on duty.

PBA:_____ VPS:_____

Article 34: Uniforms and Equipment

34.1 The Village shall furnish uniforms to all bargaining unit members who are required to wear such uniforms in the performance of their duties and agrees to replace unserviceable uniforms as required. Dry fit items worn under the uniforms are included in the clothing allowance.

34.2 Any Uniform or related equipment initially supplied by the Village, which is damaged while an officer is acting in the performance of his official duties, shall be replaced by the Village at no cost to the officer, provided the same is not the result of his negligence. Such claim loss must be supported with reasonable proof and shall be subject to the approval of the Chief of Police or his designee.

34.3 It shall be the responsibility of each officer to check any vehicle which has been assigned to him or her, to ensure it is in safe operating condition prior to use or operation. All employees are to report any suspected unsafe condition to their immediate Supervisor. The Supervisor will take the appropriate action concerning the vehicle disposition.

34.4 The Village agrees to provide a uniform cleaning and clothing allowance for bargaining unit employees as follows:

$350.00 per year uniform cleaning/ clothing stipend payable the first full pay period of the fiscal year.

For Year 1 Stipends will be retroactive to the first full pay period of the fiscal year.

34.5 The Village agrees to provide a $150.00 per year shoe stipend for all bargaining unit employees payable the first full pay period of the fiscal year.

For Year 1 Stipends will be retroactive to the first full pay period of the fiscal year.

34.6 Bargaining unit members assigned to the Criminal Investigations Unit shall be entitled to an additional $100.00 per year for clothing/cleaning stipend payable the first full pay period of the year.

For Year 1 Stipends will be retroactive to the first full pay period of the fiscal year.

34.7 The Village agrees to provide each officer with a two-way portable radio for use while away from their patrol vehicle.

PBA:_____ VPS:_____

34.8 Bargaining unit members shall be permitted to carry on-duty back-up firearms authorized by the Village and with regard to which they have qualified as required by the Village.

'

PBA:_____ VPS:_____

Article 35: Off-Duty Employment

35.1 Off-duty employment involving Bargaining Unit Members shall be handled as follows:

> No member of the Police Department shall be engaged in any outside or non-Village employment, except upon the written authorization of the Chief of Police.

35.2 In no event shall any such outside or non-Village employment interfere with or be conflict with the proper performance of his/her duty to the Village.

PBA:_____ VPS:_____

Article 36: Acting Supervisor

36.1 Whenever a bargaining unit member is required to serve as an acting supervisor for one (1) complete shift, he shall be compensated in that capacity at five (5%) percent of his weekly rate of pay for the period.

36.2 All acting assignments shall be offered on the basis of qualifications for such assignment in the judgment of the Chief of Police or his designee.

PBA:_____ VPS:_____

Article 37: Police Officers' Bill of Rights

37.1 The Village shall comply with Sections 112.532 ("Police Officers' Bill of Rights"), 112.533, Florida Statutes, as amended, and with such other rights pertaining to police officers as may be provided by law.

37.2 Upon request, and within a reasonable time thereafter, the Village shall provide at no cost to any employee a true and complete copy of any investigation to which he or she is subject, including any and all documents, materials, audio, video, and things which thereafter become part of the subject employee's investigative file and/or otherwise pertain to his or her investigation.

PBA:_____ VPS:_____

Article 38: Court Time

38.1 *Off* duty court time shall be computed in the following manner. The normal witness fee and expenses shall be retained by the employee and an additional two (2) hours of compensation shall be given subject to the provision set forth herein.

38.2 An officer, who is required by the Village to be in court while *off* duty, shall have the option to receive a minimum of two (2) hours pay at one and one-half (1.5) his regular rate of pay or two (2) hours comp time at two (2) times the rate.

38.3 For each court appearance in excess of two (2) hours, an officer shall receive compensation for all hours during which his attendance is required.

38.4 For the purposes of this Article compensation will be defined as pay or compensatory time.

PBA:_____ VPS:_____

Article 39: Drug Free Workplace

39.1 The Village is committed to providing a safe work environment for its employees. Substance abuse is a national problem which impairs the health and safety of employees, promotes crime and harms our community. The Village is addressing this problem by instituting a DRUG FREE WORK PLACE PROGRAM, in accordance with the FLORIDA DRUG FREE WORKPLACE PROGRAM as provided in Section 440.102, Florida Statutes and Rule 38F-9001, Florida administrative Code.

39.2 The Drug free work place program shall be provided to Bargaining Unit Employees in the same manner and under the same policies and procedures as are applicable to all other Village Employees.

39.3 Reference: Employee Regulations Chapter 14.

PBA:_____ VPS:_____

Article 40: Call-In/Recall Pay

40.1 Any employee answering a call-in/recall to duty after having left for the day, or called to duty on a regular scheduled day off, shall be guaranteed a minimum of two (2) hours compensation.

40.2 Any employee called to duty prior to the start of his assigned shift will receive a minimum of two (2) hours compensation.

40.3 These call-in, recall provisions provided for in this Article shall not apply to an officer held over from his assigned tour of duty. The above-mentioned hours will be calculated at the rate of time and one half (1.5) his base rate of compensation.

40.4 For the purposes of this Article compensation will be defined as pay or compensatory time.

PBA:_____ VPS:_____

Article 41: Salary

For Fiscal Year 2025/26:

41.1 As of October 1, 2025 all existing Bargaining Unit Members will receive a three percent (3%) Across the Board increase to be paid the first full pay period fiscal year 2025/2026 which begins Wednesday, October 1 through Tuesday, October 7.

For Year 1 of the contract the minimum and maximum of the pay range shall be adjusted by the Across the Board (3%).

For Year 1 the Across the Board increases will be retroactive to the first full pay period of the fiscal year.

41.2 Unless "topped out" all Bargaining Unit members who receive a satisfactory evaluation (a score of 28 for general employees; 36 for supervisors) will receive a two percent (2%) merit increase to their base rate of pay. If an unsatisfactory evaluation is received, the member can appeal (but not grieve) within ten (10) calendar days to the Chief of Police with the Village Manager being the final decision maker. Each increase will take effect upon the first full pay period following the anniversary date.

Employees who are "topped out" will not be eligible for a merit increase. No base wage increase, cost of living or adjustments should exceed the maximum pay range of the position. "Topped out" bargaining unit members will be provided a lump sum payout for the "Across the Board" increase **only.**

41.3 The Village will implement a bi-weekly pay-roll period for all bargaining unit members effective May 2026.

41.4 Village Employees will be permitted to "cash out" up to forty (40) hours of paid leave or compensatory time the pay period prior to the implementation of the bi-weekly pay-roll period.

For Fiscal Year 2026/2027:

41.5 As of October 1, 2026, all Bargaining unit members will receive a three and a half percent (3.5%) Across the Board increase, payable the first full pay period of fiscal year 2026/2027.

For Year 2 of the contract the minimum and maximum of the pay range shall be adjusted by the Across the Board (3.5%).

41.6 Unless "topped out" all Bargaining Unit members who receive a satisfactory evaluation (a score of 28 for general employees; 36 for supervisors) will receive three percent (3%) merit increase to their base rate of pay. If an unsatisfactory evaluation is received, the member can appeal (but not grieve) within ten (10) calendar days to the Chief of Police with the Village Manager being the final decision maker. Each increase will take

PBA:_____ VPS:_____

effect upon the first full pay period following the anniversary date.

Employees who are "topped out" will not be eligible for a merit increase
No base wage increase, cost of living or adjustments should exceed the maximum pay range of the position. ~~"Topped out" bargaining unit members will be provided a lump sum payout for the "Across the Board" increase~~ **only.**

~~For Year 2 of the contract, there will be no adjustment to the pay plan based on the Across the Board.~~

For Fiscal Year 2027/2028:

41. 7 A compensation study will be completed to ensure starting pay for Police Officers are comparable in the market.

Employees who are "topped out" will not be eligible for a merit increase
No base wage increase, cost of living or adjustments should exceed the maximum pay range of the position. "Topped out" bargaining unit members will be provided a lump sum payout for the "Across the Board" increase **only.**

PBA:_____ VPS:_____

Article 42: On-Call

42.1 All employees shall be subject to being "on-call" and subject to "recall" pursuant to the On-Call Procedure annexed hereto as Appendix "A." Employees while on call will provide a telephone/cell phone number where they can be reached.

42.2 Employees on the on-call list shall be compensated in accordance with Article 41 and the department's "on-Call" Procedure Policy.

PBA:_____ VPS:_____

Article 43: Law Enforcement Take-Home Vehicles

43.1 The Village agrees to a take-home law enforcement vehicle-Pi-let program for the duration of this contract and shall include the following parameters:

43.2 To receive a take-home vehicle. the vehicle must be available per the Chief of Police.

43.3 This program is available to all Bargaining Unit Members who have successfully completed the Field Training and Evaluation Program (FTO) and live within the Village Municipal Limits, Palm Beach, Martin. St. Lucie, or Broward counties.

43.4 Bargaining Unit Member who take advantage of the program and live within Village municipal limits and future annexation areas are not responsible for reimbursing the Village.

43.5 Bargaining Unit Members who take advantage of the program and live within Palm Beach County will reimburse the Village $25 to be paid weekly as a payroll deduction.

43.6 Bargaining Unit Members who take advantage of the program and live within Martin, St. Lucie, or Broward counties will reimburse the Village $40 to be paid weekly as a payroll deduction.

43.7 The program is not available to any Bargaining Unit Members who live outside of the areas referenced herein.

43.8 Vehicle usage and maintenance will be in accordance with internal policies and procedures as adopted by the Village.

43.9 Detectives will be assigned unmarked vehicles only and are not be responsible for reimbursing the Village.

43.10 Beginning Year 2 (2026/2027) of this contract bargaining unit members assigned to a specialty unit will be provided with a take home vehicle at no additional cost to the member as long as the member remains in the specialty unit.

PBA:_____ VPS:_____

43.11 Members are only permitted to use vehicles for approved work related duties (i.e., court, special details, etc.)

43.12 Any member who uses a take home vehicle for non-approved work related duties (such as for personal use or non-authorized transport) will forfeit their use of a take home vehicle for one year and may be subject to disciplinary action.

43.13 Members are required to complete maintenance (i.e., preventative, repairs, etc.,) and clean vehicles on their off-duty time

43.14 Village usage and maintenance will be in accordance with internal policies and procedures as adopted by the Village.

43.15 The Village reserves the right to annually evaluate the current geographical boundaries of the take-home vehicle program and may change these boundaries based on need, availability of vehicles, and if within Village budget. All take home vehicles must be parked at the employee's residence.

43.16 Take Home Vehicle At Fault Crash Policy

A) For at fault accidents: The Chief of Police will review the crash report and all other relevant information and may impose progressive discipline in accordance with Article 15, in addition to loss of the take home vehicle.

B) The Chief of Police will consider mitigating and aggravating factors before making a decision as to the appropriate discipline or loss of vehicle. The Chief will consider whether any injuries were sustained, the severity of damage, whether any laws were violated, or any other relevant factors.

C) For at fault crashes occurring within a 24 month time period, the following may be imposed.

Minor Accidents: No injuries, Minor Damage ($1,500 or less as determined by the insurance company	Major Accidents: Injury to any party, Major Damage (more than $1,500 as determined by the insurance company
1st accident: No loss of vehicle	1st accident: Loss of vehicle up to 120 days
2nd accident: Loss of vehicle up to 30 days	2nd accident: Loss of vehicle up to 210 days
3rd accident: Loss of vehicle up to 90 days	

D) No action will be taken by the Village for accidents in which the officer is found to be not at fault.

PBA:_____ VPS:_____

Article 44: Assignment Pay

44.1 Any Bargaining Unit Member assigned as a Field Training Officer, by the Chief of Police or designee shall receive three (3) hours of FTO compensatory time for each twelve (12) hours of supervised training.

44.2 Bargaining Unit Members assigned to the Criminal Investigations Unit, Community Policing, Training, or designated primary duties pertaining to traffic, shall receive $75 per month while so assigned.

44.3 Bargaining Unit Members demonstrably fluent in Spanish or Creole shall receive compensation for authorized translation services provided off duty shall receive a minimum two (2) hours pay at one and one half (1.5) their regular rate of pay.

PBA:_____ VPS:_____

Article 45: Retirement

45.1 Upon retirement with at least fifteen years of honorable service to the Village of Palm Springs, an employee shall receive a retirement photographic identification card and if feasible, the opportunity to purchase his/her duty firearm through a licensed firearm dealer at no cost to the Village, with all costs to be borne by the employee.

45.2 Bargaining unit members must request benefits under this Article prior to their retirement from the Village.

PBA:_____ VPS:_____

Article 46: Fitness

46.1 Recognizing that physical fitness is an important job requirement for police officers, the Village will permit bargaining unit members to exercise on-duty during their one (1) hour lunch break.

PBA:_____ VPS:_____

Article 47: In-Vehicle Mobile Video, Audio System, and GPS

47.1 The Village's utilization of video and audio recordings from in-vehicle mobile video systems, in internal investigations which involved only non-criminal policy violations of PBA bargaining unit members, shall be governed as follows:

Any and all such recordings shall be provided to the bargaining unit member who is the subject of an investigation prior to the investigative interview of the bargaining unit member.

47.2 The Village's utilization of data from electronic positioning systems in internal investigations which involve only non-criminal policy violations of PBA bargaining unit members, shall be governed as follows:

Any and all such data shall be provided to the bargaining unit member who is the subject of an investigation prior to the investigative interview of the bargaining unit member if the Village is considering such data in the course of its investigation.

47.3 In the event that an officer-involved shooting or critical incident is captured on the Village's in-car video camera or any other department audio or video devices in the possession or control of the Village, the Village shall permit the officer involved to review any such audio/video with the officer's attorney(s) once prior to any voluntary or compelled statement.

PBA:_____ VPS:_____

Article 48: Term of Agreement

48.1 This Agreement shall become effective on October 1, 2025, and shall continue in full force and be effective until midnight on September 30, 2028. Each party shall have the right to reopen Article 41 "Wages" in Year 3 (2027/2028). In addition, each party shall have the right to reopen two (2) articles in Year 3 of the contract (2027/2028). The parties must notify each other of their intentions to start negotiations between March 1st and May 30th of the fiscal year in question.

48.2 This Agreement shall become effective immediately upon ratification and shall continue in full force and be effective until midnight on September 30, 2028 or otherwise until a successor Agreement is ratified by the Parties.

48.3 The Parties agree that the adoption of this Agreement resolves all open issues for the period of the Agreement.

THIS CONTRACT was tentatively agreed upon by the Village Manager, as Chief Executive Officer, and the President of the Palm Beach County Police Benevolent Association. The Contract shall not be effective until ratified by the bargaining unit members and the Village Council.

In witness thereof, the Parties have caused this agreement to be signed by their duly authorized representatives on this day of ,2026.

For the Village of Palm Springs	For the Palm Beach County Police Benevolent Association
_____ Michael Bornstein Village Manager	_____ John Kazanjian PBA President

RATIFIED by the BARGAINING UNIT MEMBERS on _____

RATIFIED by the Village Council on _____

For the Village of Palm Springs	For the Palm Beach County Police Benevolent Association
_____ Bev Smith Mayor	_____ John Kazanjian PBA President

PBA:_____ VPS:_____

Appendix "A": On Call Procedure

Purpose: To define and establish an “on-call” procedure.

Policy: To utilize an on-call rotation list with a paging system to cover unexpected and/or staffing emergencies.

Procedure:

1. Rotation List

   a) List will be comprised of all personnel eligible for overtime assignments designated by Chief of Police or designee.
   b) The list will be updated from time to time and will correspond with shift-bid results bi-annually.

2. On-Call Scheduling

   a) Employees assigned to evening shift will be assigned to that shift call-out only.
   b) Employees assigned to day shift will be assigned to that shift callout only.
   c) Employees will be on call for two (2) week periods and responsible for responding to call-in page during that period.
   d) Employees will rotate call-out with members of their respective teams.
   e) Employees while on call will notify the patrol supervisor of any conflicts.
   f) Employees wanting a work exchange shall have prior approval of a patrol supervisor.
   g) Scheduling conflicts shall be remedied as soon as possible.

3. On-Call Readiness

   a) On-call employees must be prepared to respond within two (2) hours of returning the call-in page.
   b) Travel is not restricted as long as response can be made in above time frame.
   c) Activities are not restricted with the exception of activities which would prohibit employees' ability to work, or activities which would prohibit employees from responding within the above time frames.

PBA:_____ VPS:_____

4. Compensation

Employees on the on-call rotation will be compensated at 5% of weekly pay in addition as provided in Article 40 "All Call-Recall Pay" schedule.

5. Discipline

Failure to answer a call-in page or respond after being notified will result in disciplinary action up to and including dismissal.

PBA:_____ VPS:_____

PBA:_____ VPS:_____

Appendix "B": Pay Plan

Section 1 Resolution

A resolution establishing the classification and pay plan for the Village of Palm Springs.

Section 2 Schedule of Pay Grades

The schedule of pay grades indicates all pay ranges utilized in assigning rates of pay to the various classes.

Section 3 Salary Schedule Assigning Pay Grades to Classes of Positions

The salary schedule lists all classes of positions which are utilized by the Village of Palm Springs. The code number assigned to each class and the pay range, indicating the minimum and the maximum salary, to which each class is assigned.

Section 4 Rules for Implementation and Administration of Classification and Pay Plan

4.1 The pay plan recommended by the Village Manager shall become effective as of the date approved by the Village Council

4.2 Administration of the Pay Plan - The Village Manager shall be responsible for administering the pay plan on a fair equitable basis. The plan will be subject to collective bargaining agreements and budgetary consideration.

4.3 Amendment to the Pay Plan - Amendments to the pay plan as approved in this section shall become effective at the beginning of the first full pay period following recommendation by the Village Manager and adoption by the Village Council unless otherwise specified.

4.4 Salary Adjustment - When amendment of the pay plan causes the pay grade for a class to be adjusted to a higher or lower pay grade, employees whose salary is less than the minimum of the pay range of the new pay grade shall be raised to the minimum of the new pay range. Employees whose salary exceeds the maximum of the new pay grade shall not have their salary reduced and shall not be eligible for pay increases during the period of incumbency, except for cost of living pay adjustments granted by the Village Council.

PBA:_____ VPS:_____

4.5 Reclassification - When a position is moved from an existing classification to a classification in a lower pay range, the salary of the incumbent shall be adjusted under section 4.3 of the Pay Plan Rules. When a position is moved from an existing classification to a classification in a higher pay range, the salary of the incumbent shall be adjusted under section 4.6 of the Pay Plan Rules.

4.6 Original Appointments - a.) Original appointments to the Village service shall normally be made at the minimum of the pay range designated for the classification. When an applicant possesses exceptional qualifications warranting employment above the established minimum of the pay range, the Vil1age Manager may establish the employee's pay at a rate higher than the minimum of the range but not to exceed the maximum of the range.

4.7 Promotional Appointments - a.) Promotional appointments shall be made at not less than four (4%) percent above the amount received by the employee at the time of promotion provided that the salary granted shall not be below the minimum or above the maximum of the range to which the classification is assigned. b.) Recommendations for promotional appointments will be made by Department Directors. All promotional appointments shall be approved by the Village Manager.

4.8 Transfer - Transfers of employees which do not constitute a change of classification held by an employee or transfers to a classification with the same pay range as that previously held, shall be considered continuous employment and shall not affect the employee's status relative to the pay plan. Transfer of employees to a classification other than that currently held, and which has a pay range other than that currently held, shall be considered promotion or demotion and the previous governing promotions or demotions shall apply.

4.9 Demotion - a.) Employees demoted to a classification in a pay range below that previously held, shall be paid at a rate within the pay range established for the lower classification. b.) Any employee who voluntarily requests a demotion to a classification in a pay range below that previously held shall be paid at a rate within the pay range established for the lower classification based upon job qualifications, i.e., education, training and experience.

4.10 Administrative Salary Increase - Outstanding Performance: The Village Manager may, upon recommendation of a Department Director, grant an administrative pay increase of one (1) step to an employee for performance considered by the Department Director and Village Manager to be outstanding. Such increases may be granted only in limited numbers based upon exceptional circumstances and shall not exceed one such increase per employee per year. Such increase shall not cause an employee to exceed the maximum of his/her range.

PBA:_____ VPS:_____

Section 5 Pay Plan Implementation

a.) The pay plan will commence with the first full pay period in the fiscal year.

b.) Member increases occur annually upon anniversary (hire) date.

c.) To be eligible for a merit increase, employees must have a satisfactory job performance based on an employee evaluation by Department Director or designee.

d.) Members promoted after October 1, 2021, will have an anniversary date that coincides with their original hire date.

e.) Members promoted prior to October 1, 2021, will retain their current anniversary date regardless of future promotions.

f.) Under no circumstances will a reduction in pay occur as a result of integration into the plan.

PBA:_____ VPS:_____

Appendix "C": "TOPPED OUT" MEMBERS:

A "Topped Out" Member is a member whose pay rate is above the maximum of the pay range assigned to the applicable pay grade. Employees who are topped out are not eligible for additional pay increases unless and until the range maximums are increased above the applicable pay rate or the employee transfers to a job with a higher pay range.

Although identified as Topped Out Members. the following Members shall receive the same Across the Board increases as provided to all other Bargaining Unit Members. These Topped Out Members shall not receive merit increases.

Employees who are "topped out" will not be eligible for a merit increase. No base wage increase, cost of living or adjustments should exceed the maximum pay range of the position. "Topped out" bargaining unit members will be provided a lump sum payout for the "Across the Board" increase **only for Year 1.**

Year 1:

GRANT	SEAN	DETECTIVE
HANSEN	JAN	DETECTIVE
VAZQUEZ	MICHELE	POLICE LIEUTENANT
AVELLA	TOMMASO	POLICE OFFICER
CASTRO	FRANK	POLICE OFFICER
FERRER	CLAUDIO	POLICE OFFICER
GEE	JOHN	POLICE OFFICER
PEREZ	ANTONIO	POLICE OFFICER
CROUCHER	GREGORY	POLICE SERGEANT

Year 2:

GRANT	SEAN	DETECTIVE
HANSEN	JAN	DETECTIVE
FUSARO	CHRISTOPHER	POLICE LIETENANT
VAZQUEZ	MICHELE	POLICE LIEUTENANT
AVELLA	TOMMASO	POLICE OFFICER
CASTRO	FRANK	POLICE OFFICER
FERRER	CLAUDIO	POLICE OFFICER
GEE	JOHN	POLICE OFFICER
PEREZ	ANTONIO	POLICE OFFICER
CROUCHER	GREGORY	POLICE SERGEANT

PBA:_____ VPS:_____

Appendix "D": SALARIES

The salary ranges effective October 1, 2025, for each Bargaining Unit Position will be as follows:

Year 1

Position Title	Minimum	Maximum
PSO	$33.02	$55.01
PSO	$72,115.68	$120,141.84
SGT	$38.64	$61.85
SGT	$80,371.20	$135,080.40
LT	$45.20	$69.58
LT	$98,76.80	$151,962.72

Thereafter, Bargaining Unit Members shall receive Across the Board increases as outlined in Article 41.

Year 2
The salary ranges effective October 1, 2026, for each Bargaining Unit Position will be as follows:

Position Title	Minimum	Maximum
PSO	$34.18	$56.94
PSO	$74,649.12	$124,353.96
SGT	$39.99	$64.01
SGT	$87,338.16	$139,797.84
LT	$46.78	$72.02
LT	$102,167.52	$157,291.68

Thereafter, Bargaining Unit Members shall receive Across the Board increases as outlined in Article 41.

PBA:_____ VPS:_____

PBA:_____ VPS:_____

Village of Palm Springs

Executive Brief

AGENDA DATE: May 14, 2026

DEPARTMENT: Library

ITEM #8: Approval of Joseph L. Fallon Scholarship Awards

SUMMARY: Each year, the Village of Palm Springs awards scholarships to selected high school seniors. Applicants are evaluated based on financial need, grades, experience and personal appraisal by a committee representing the Village. In 1996, the annual Village scholarship was named in memoriam for Palm Springs resident and library volunteer Joseph Fallon, who passed away suddenly during his senior year at John I. Leonard High School.

This year, the Village Council is expected to approve the committee-selected scholarship to three (3) high school students, each with a $1,000 scholarship for the 2026 Joseph L. Fallon Scholarship Award.

The recommended 2026 Fallon Scholarship winners are:

- Akira D. Coleman
- Amayrani Olvera Resendiz
- Zachary B. Rieth

FISCAL IMPACT:
Funding for the proposed awards is available within the FY2026 Budget—General Fund.

ATTACHMENTS:
1. Executive Brief- Fallon Scholarship 2026

Village of Palm Springs

Executive Brief

AGENDA DATE: May14, 2026

DEPARTMENT: Library

ITEM: Consent- Joseph L. Fallon Scholarship Awards - Three (3) Scholarship Awards.

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 three (3) Joseph L. Fallon Scholarship awards to applicants, based on financial need, grades, experience, and personal appraisal. The recommended 2026 Fallon Scholarship winners include:

- **Akira D. Coleman:** Akira is a Home-Schooled student and plans to attend Florida Atlantic University in Boca Raton, FL. Her major is Mathematics.
- **Amayrani Olvera Resendiz:** Amayrani is a Royal Palm beach high school student and plans to attend Palm Beach State College in Lake Worth Beach, FL. Her major is Public Health.
- **Zachary B. Rieth:** Zachary is a Suncoast High School student and plans to attend University of South Florida in Tampa, FL. His major is Health Sciences.

The Fallon Scholarship Committee met on April 2nd, 2026, and recommended approval of three (3) scholarship awards 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 14th, 2026, and if approved, they shall present each scholarship recipient with a check during May 14th, 2026, Village Council Meeting.

FISCAL IMPACT:

Funding to support the proposed awards is available within the FY 2026 Budget - General Fund.

ATTACHMENTS:

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 11 through May 16, 2026, as "Police Week" and May 15, 2026, 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 11 through May 16, 2026, as:

"Police Week in Palm Springs"

and May 15, 2026 as:

"Peace Officers Memorial Day in Palm Springs"

SEAL

In witness whereof I have hereunto set my hand and caused the seal of this city to be affixed

Date May 14 , 2026

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 3-9, 2026, as:

"Drinking Water Week"

SEAL

In witness whereof I have hereunto set my hand and caused the seal of this city to be affixed

Date May 14, 2026

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 depend 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 nonprofit that brings together local, state, territorial, tribal, and federal officials who are experts in the built environment to create and implement the highest-quality codes and standards to protect us in the buildings where we live, learn, work and play; and,

WHERES, our nation benefits economically and technologically from using the International Codes that are developed by national, voluntary consensus codes and standards developing organizations, 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, the International Code Council sponsors Building Safety Month 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 2026 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, 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 a commitment to improving building safety and economic investment at home and in the community and 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 2026 as:

"Building Safety Month

SEAL

In witness whereof I have hereunto set my hand and caused the seal of this city to be affixed

Date May 14, 2026

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, 2026 marks the 66th annual National Public Works Week, sponsored by the American Public Works Association and the Canadian Public Works Association.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, do hereby designate the week of May 15–21, 2026, as:

"National Public Works Week"

SEAL

In witness whereof I have hereunto set my hand and caused the seal of this city to be affixed

Date May 14, 2026

Village of Palm Springs

Executive Brief

AGENDA DATE: May 14, 2026

DEPARTMENT: Library

ITEM #13: Presentation — Joseph L. Fallon Scholarship Awards — Three (3) Scholarship Awards

SUMMARY: This year, the Village Council will present three (3) Joseph L. Fallon Scholarship awards to applicants selected based on financial need, academic achievement, extracurricular involvement, and personal recommendations. The recommended 2026 Fallon Scholarship recipients are:

- **Akira D. Coleman:** A home-schooled student who plans to attend Florida Atlantic University in Boca Raton, FL, majoring in Mathematics.
- **Amayrani Olvera Resendiz:** A student at Royal Palm Beach High School who plans to attend Palm Beach State College in Lake Worth Beach, FL, majoring in Public Health.
- **Zachary B. Rieth: A** Suncoast High School student who plans to attend the University of South Florida in Tampa, FL, majoring in Health Sciences.

The Fallon Scholarship Committee met on April 2, 2026, and recommended awarding three (3) scholarships to local high school students to support their post-secondary education.

The Village Council is expected to approve this recommendation on May 14, 2026. If approved, each scholarship recipient will be presented with a check during the May 14, 2026, Village Council Meeting.

FISCAL IMPACT:
Funding to support the proposed awards is available within the FY2026 Budget — General Fund.

ATTACHMENTS:
1. 2026 Scholarship Presentation



VILLAGE OF PALM SPRINGS PRESENTS:

Joseph L. Fallon Scholarship

Class of 2026

Akira is a home-s[illegible]d student and plans to attend Florida [illegible]ty In Boca Raton, [illegible]. Her major is Ma[illegible]



Amayrani is a Royal Palm Beach High School student and plans to attend Palm Beach State College in Lake Worth Beach, FL.



Zacha[illegible] is a [illegible] High [illegible] and plans to attend University [illegible] in Tampa, FL. [illegible] Health Sciences.







AKIRA D. COLEMAN





AMAYRANI OLVERA RESENDIZ





ZACHARY B. RIETH


Congratulations
class of 2026
THE VILLAGE OF PALM SPRINGS
PALM SPRINGS
FLORIDA

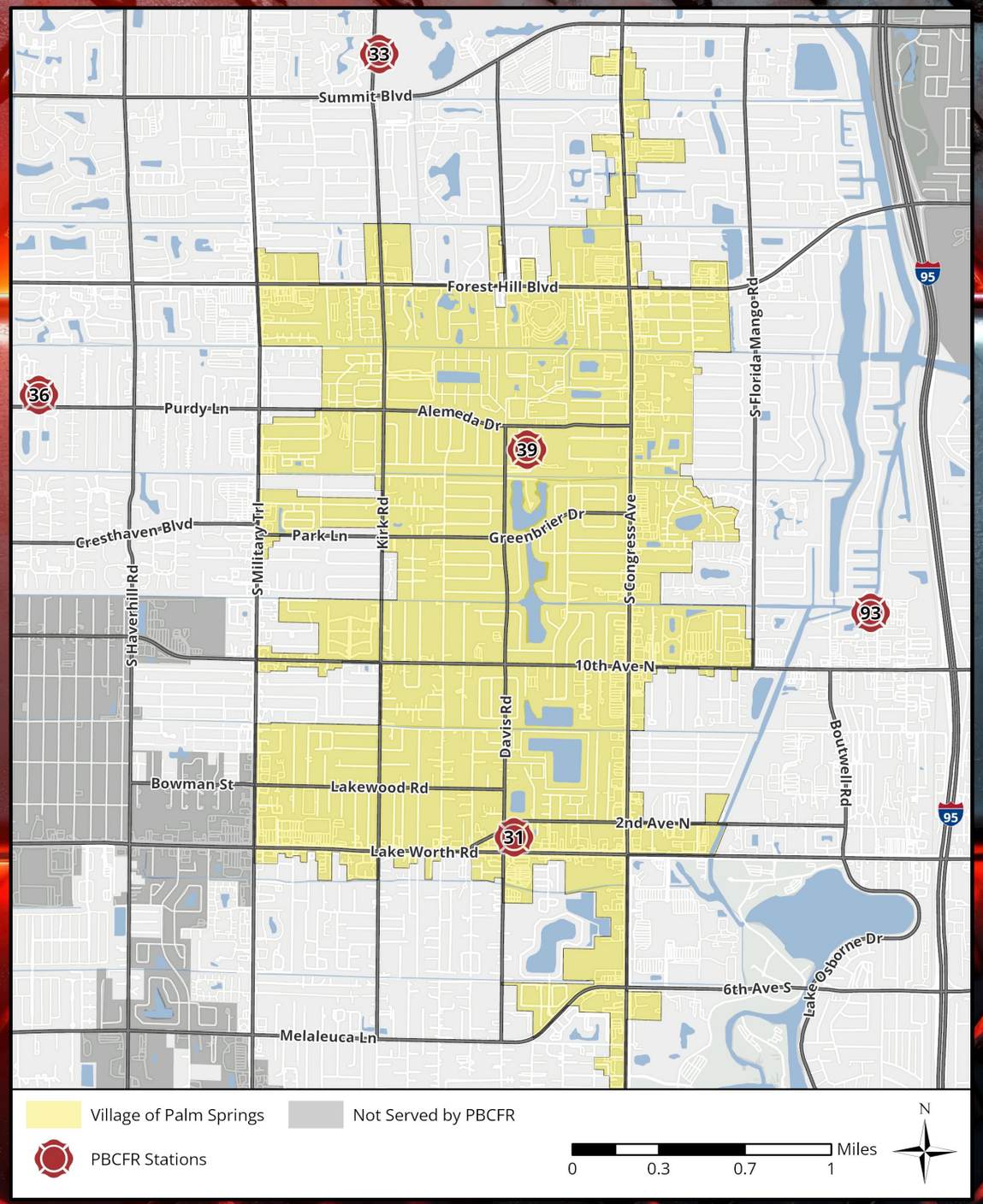
VILLAGE OF PALM SPRINGS ANNUAL REPORT

October 1, 2024 – September 30, 2025

PALM BEACH COUNTY FIRE RESCUE

ISO CLASS 1

Palm Springs Service Area



PATIENT SATISFACTION SURVEY



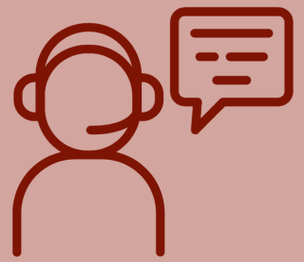
Patients said they would tell friends and family about the positive experience they had with PBCFR.

97.7 %



Patients said they were 'Satisfied' or 'Very Satisfied' with the 911 Center's ability to confirm their location and nature of their problem.

100 %



Patients were 'Satisfied' or 'Very Satisfied' with the Dispatcher's instructions regarding their emergency.

100 %



Patients told us they were 'Satisfied' or 'Very Satisfied' with the prompt arrival of PBCFR firefighters and paramedics.

100 %



The professionalism of PBCFR firefighters and paramedics left patients feeling 'Satisfied' or 'Very Satisfied' with the care they received.

100 %



Patients felt 'Satisfied' or 'Very Satisfied' with the level of compassion shown to them and their families by PBCFR firefighters and paramedics.

100 %



Patients said they were 'Satisfied' or 'Very Satisfied' with the paramedics' explanation of any procedures they performed.

100 %



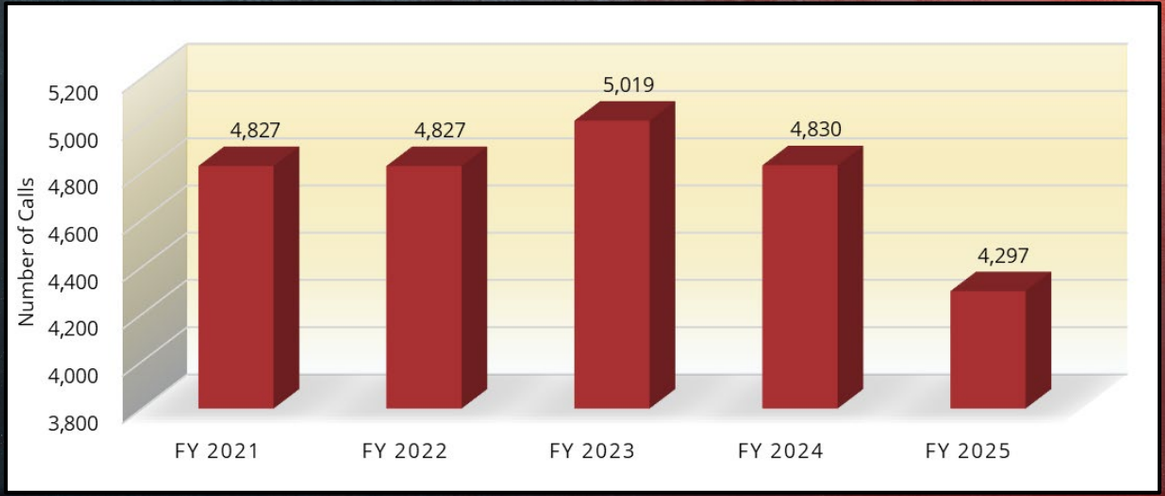
Patients reported they were 'Satisfied' or 'Very Satisfied' with the paramedics' attempts to treat their condition.

100 %

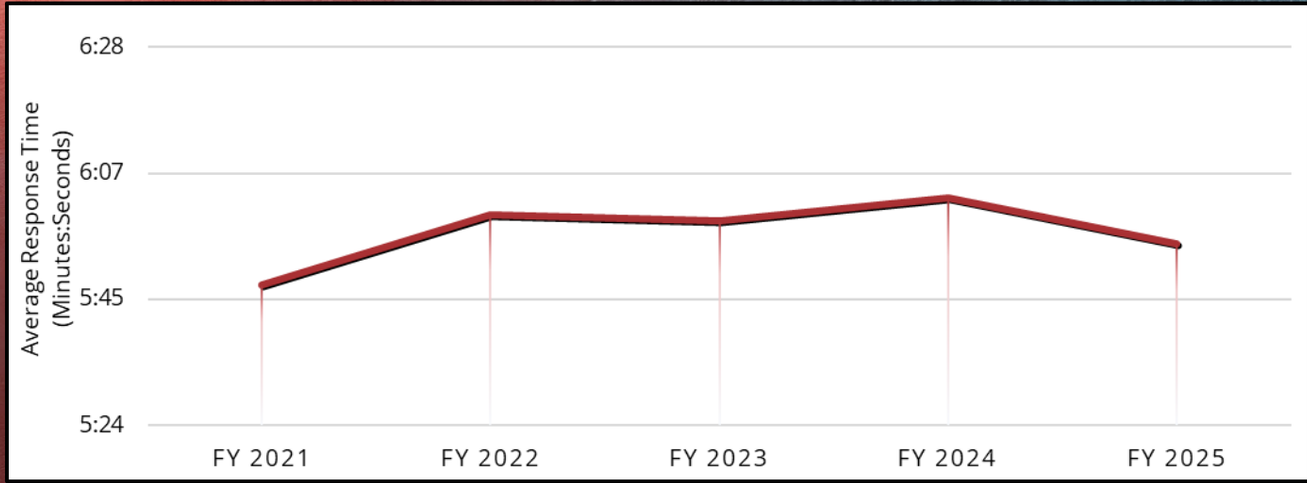
100%
Overall
Satisfaction
Palm Springs

PALM SPRINGS FY 2025 CALL ACTIVITY

Total Number of Calls

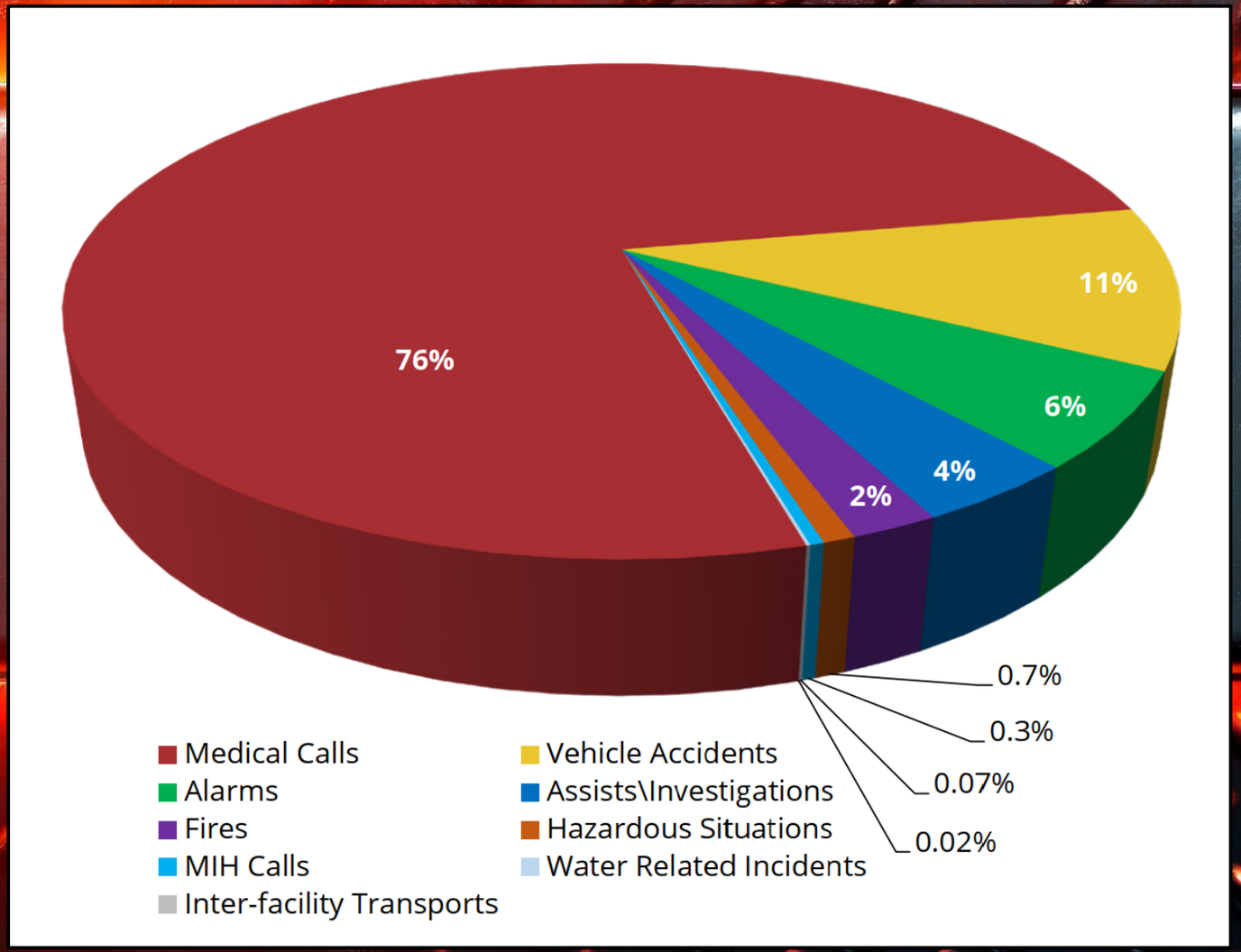


Average Response Times



CALLS BY SITUATION DISPATCHED

SITUATION DISPATCHED	NUMBER OF INCIDENTS
Medical Calls	3,278
Vehicle Accidents	453
Alarms	261
Assists\Investigations	167
Fires	88
Hazardous Situations	32
MIH Calls	14
Water Related Incidents	3
Inter-facility Transports	1
Total	**4,297**



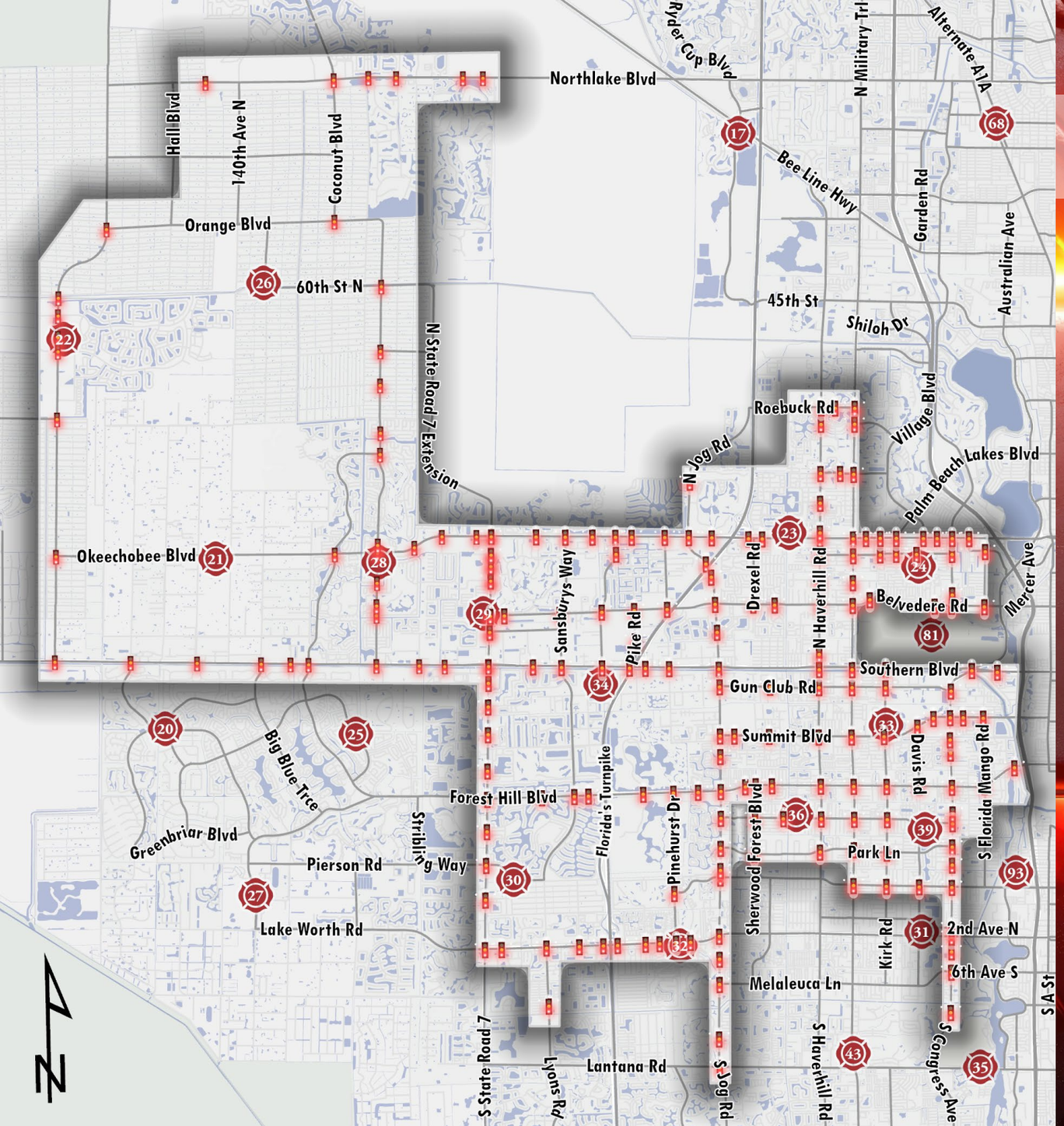
PRIMARY RESOURCES ASSIGNED TO PALM SPRINGS		
STATION	**APPARATUS**	**STAFFING** (number of personnel)
Station 31 3400 2nd Avenue N., Palm Springs, FL 33461	ALS Rescue (1)	3
	ALS Engine (1)	3
Station 39 228 Cypress Lane, Palm Springs, FL 33461	ALS Rescue (1)	3
	ALS Engine (1)	3

ADDITIONAL RESOURCES IN THE SURROUNDING AREA

STATION	APPARATUS	STAFFING (number of personnel)
Station 33 830 Kirk Road, West Palm Beach, FL 33406	ALS Rescue (2)	6
	ALS Engine (1)	3
Station 36 5395 Purdy Lane, West Palm Beach, FL 33415	ALS Rescue (1)	3
	ALS Engine (1)	3
Station 43 5970 S. Military Trail, Lake Worth, FL 33460	ALS Rescue (1)	3
	ALS Engine (1)	3
	4WD Brush Truck (1)	(cross-staffed with ALS Engine)
Station 91 1020 Lucerne Avenue, Lake Worth, FL 33460	ALS Rescue (2)	6
	ALS Engine (1)	3
	EMS Captain Command (1)	1
	Battalion Chief Command (1)	1
	District Chief Command (1)	1
Station 93 1229 Detroit Street, Lake Worth, FL 33461	ALS Rescue (1)	3
	ALS Engine (1)	3

EMS Call Statistics





TRAFFIC PREEMPTION PROGRAM

In August 2025, PBCFR launched a pilot program to test Applied Information's Glance®, an emergency vehicle traffic preemption system. The Glance® system enhances emergency response using both cellular and radio communication to report the vehicle's GPS location, speed, direction, and basic vehicle telemetry.

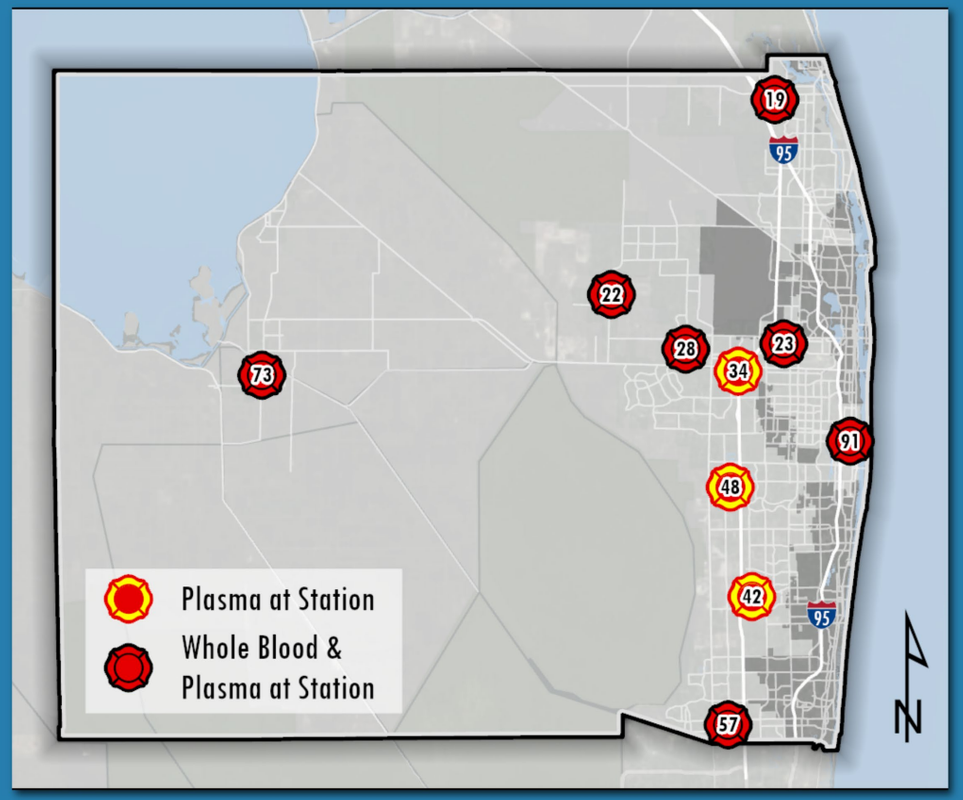
The program is being used at the following locations:

- Acreage, Westlake, Loxahatchee Groves, and Royal Palm Beach
- Battalion 10 and the surrounding areas bordered by Roebuck Road, I-95, Lake Worth Road, and State Road 7
- Municipalities included in this trial are Haverhill, Cloud Lake, Glen Ridge, Lake Clarke Shores, and portions of Palm Springs and Wellington.

BLOOD PRODUCT TRANSFUSION PROGRAM

The Blood Product Transfusion Program was established to improve survival rates among patients with severe bleeding.

- The program launched with whole blood transfusions in July 2022
- Field-administered plasma was introduced in December 2024
- Patients treated with tranexamic acid and calcium chloride medications





10 EMS Captains Carry Plasma
7 EMS Captains Carry Whole Blood



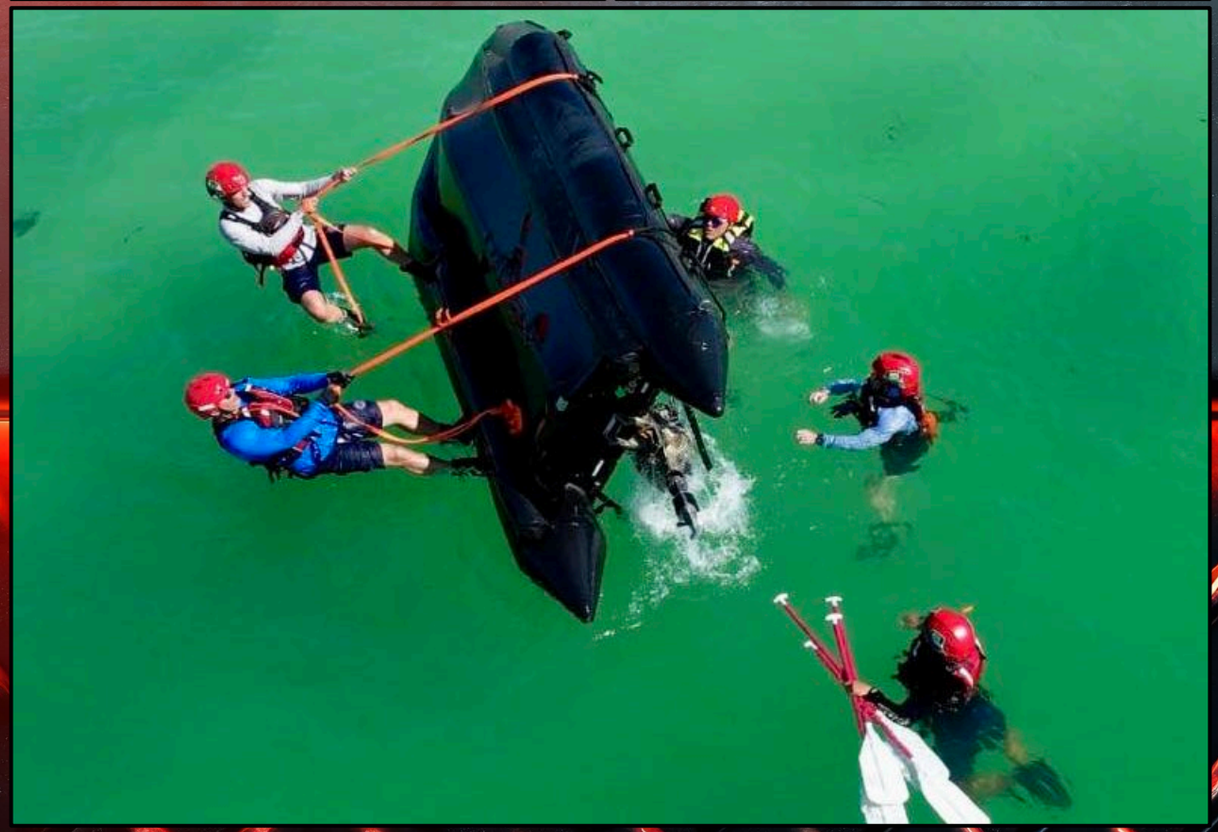
Both Trauma Hawks
Carry Plasma & Whole Blood

URBAN SEARCH AND RESCUE (USAR) TEAM

- Responds to a wide range of complex emergencies.
- The USAR Team received a Type 3 designation by the Florida Division of Emergency Management (FDEM), recognizing its regional capabilities in collapse rescue, rope and trench operations, K9 search, and support from medical doctors and structural engineers.
- Dedicated Swiftwater unit that has achieved a Type 1 designation (the highest level typically deployed nationwide). It's staffed by expert personnel equipped with boats capable of operating in fast-moving, debris-filled waters.







DEPTH OF SERVICE

Palm Beach County Fire Rescue has 51 Fire Stations with 171 front line units

Units move-up to other areas regularly for coverage

- 56 ALS Rescues – each staffed with 3 people
- 42 ALS Engines – 40 staffed with 3 people, 2 staffed with 4 people
- 4 ALS Squads
- 6 ALS Aerials – each staffed with 4 people
- 2 Special Operations Units – each staffed with 2 people
- 4 Tenders – each staffed with 1 person
- 4 Personal Rescue Watercrafts
- 9 District Chiefs
- 10 Battalion Chiefs (24-7, 365 days per year)
- 10 EMS Captains (24-7, 365 days per year)
- 1 Light/Air Truck
- 19 Brush Trucks
- 4 ARFF Vehicles





COMMUNITY RISK REDUCTION DIVISION

The Community Risk Reduction Division consists of:

- Existing Inspections
- Plan Review and New Construction
- Investigations
- Community Education
- Drowning Prevention Coalition



1,254 Inspection Activities

298 Plans Review

310 Construction Inspection Activities

154 Community Activities with **3,890** Participants









Village of Palm Springs

Executive Brief

AGENDA DATE: May 14, 2026

DEPARTMENT: Village Clerk

ITEM #15:

FISCAL IMPACT:

ATTACHMENTS:
None

Village of Palm Springs

Executive Brief

AGENDA DATE: May 14, 2026

DEPARTMENT: Finance

ITEM #16: ACFR Presentation

SUMMARY: Mr. Elias Rodriguez, a Senior Manager, and Mr. Moises Ariza, a Managing Director, 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, 2025. The presentation will include the audit report on the financial statements.

FISCAL IMPACT:
None

ATTACHMENTS:
1. ACFR 2025_revised

Village of Palm Springs

Executive Brief

AGENDA DATE: May 14, 2026

DEPARTMENT: Finance

ITEM #16: ACFR Presentation

SUMMARY: Mr. Elias Rodriguez, a Senior Manager, and Mr. Moises Ariza, a Managing Director, 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, 2025. The presentation will include the audit report on the financial statements.

FISCAL IMPACT:
None

ATTACHMENTS:
1. ACFR 2025_revised



VILLAGE OF PALM SPRINGS, FLORIDA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR ENDED
SEPTEMBER 30, 2025

THE VILLAGE OF
PALM SPRINGS, FLORIDA

Annual Comprehensive
Financial Report

Fiscal Year Ended
September 30, 2025

Prepared by:
Finance Department

Mara Frederiksen
Finance Director

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 31, 2026

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, 2025 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. CBIZ CPAs P.C., have issued unmodified ("clean") opinions on the Village of Palm Springs' financial statements for the year ended September 30, 2025. 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 unequaled 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, 2025, our utility system had 21,068 water customers and 19,526 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 Stormwater Division recently added a new full time position to administer field related work activities, inclusive of pipe and structure cleaning, inspections, repairs, and construction. There are over 25 miles of stormwater pipe and 700 drainage structures to maintain as part of the Village's NPDES permit, all of which is inspected and documented annually.

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 2015 to the current estimate of 27,928. Over the same ten-year period the Village's assessed taxable value grew from $625,947,068 in 2015 to a new high of over $2.071 billion this year an increase of over $1.0 billion or 175%. The taxable values increased by $169 million or 8.8% over fiscal year 2024. 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.

As of September 30, 2025, the General Fund had a total fund balance of $28,236,246. The components of fund balance, in accordance with GASB 54, are detailed as follows.

Total fund balance	$28,236,246
Nonspendable:	
Inventory	69,976
Prepaids	10,528
Leases	2,334
Advances to other funds	1,437,068
Restricted for sales tax infrastructure capital projects	11,786,547
Assigned to subsequent years budget	1,612,210
Unassigned fund balance	$13,317,583

The General Fund's unassigned fund balance represents 31% of the General Fund budget for the fiscal year 2025. Last 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 2030. 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 recently evaluated all 40 miles of our roadway network using a pavement rating system (PASER), and 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. To keep our rating score at 80%, the Village budgets approximately $200,000 annually in milling and resurfacing projects. 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 $50,000 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 97-100 of this report.

Major initiatives

The Village successfully created two community redevelopment districts (CRA) in 2019 one for Lake Worth Road area and the second for Congress Avenue north of Forest Hill Boulevard. This fiscal year was the fifth 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. As part of this initiative, the CRA purchased the 1.13 acre property located at the corner of 2nd Avenue North and Davis Road. Building renovations were started in FY25. The acquisition provides a CRA presence in the South Village and represents its commitment to the redevelopment of the area. The Village CRA Board and the Village Council adopted a budget for the two districts. The CRA ended the year with $62,105 combined fund balance which will be appropriated to fund CRA projects in fiscal year 2026. The budget to actual statement for the CRA is available on page 119 of this report.

The Human Resources department continues to prioritize data driven decision making and employee engagement activities. In 2025, they were honored with the Mental Health Bell Seal Award for outstanding support and commitment to mental health awareness. They also continue to promote professional growth through their Leadership Academy, which is structured to equip leaders with skills, tools and confidence needed to be successful in their roles and drive organizational performance.

The Village Clerk Department launched its new public records management software, which helps with transparency, service delivery, and efficiency. In addition, the Village Clerk Department began publishing legal advertisements on the Palm Beach County official website. This change has increased transparency, improved

accessibility, reduced costs, and provided compliance with Florida's legal requirements. The Village Clerk Department is committed to promoting a transparent and open government.

The police department hosted its annual "Stuff-A-Cruiser" toy drive in December alongside the Village's Tree Lighting event, which drew approximately 1,000 attendees. Partnering with several external organizations and local businesses, the department donated fifty-two (52) bags of toys, including six (6) bicycles and four (4) scooters, to the Adopt-A-Family organization. One Palm Springs police cruiser was specially wrapped to collect toy donations from local businesses.

Throughout the year, the department also hosted four (4) Family Movie Night events and conducted five (5) Ice Cream Patrols across the Village. To enhance officer safety, accuracy, and de-escalation capabilities, the department upgraded to the Taser 10. By the end of the year, the police department had reached the final phase of its construction project.

The Planning, Zoning, and Building department has worked to modernize the core business processes in the PZB department. We did this by using a digital platform that 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). Additionally, the code enforcement division was incorporated into the PZB department to enhance the health, safety, and welfare of the Village's residents by promoting compliance with local ordinances and codes and enforcing property and contractor regulations.

Public Works completed a large-scale stormwater construction project on 2nd Ave North which alleviated persistent flooding to the surrounding area. The Greenbrier Drive and Davis Road Intersection Improvement project as completed, and the Greenbrier Drive Gateway Improvements Project is nearing completion. The grant funded Safe Streets for All Vision Zero Action Plan was completed and the Village was notified of the award of a subsequent SS4A Implementation grant. The department maintained all of the Village's rights of way and paved over a mile of roadway along with repairing over 1,000 linear feet of sidewalk and driveways. The department is constantly working to improve solid waste and recycling and pick-up clearing the Village of 9,702 tons of garbage and 2,648 tons of yard waste.

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 continued building upon the strong foundation established in the previous fiscal year, marking fiscal year 2025 as another year of measurable progress and community impact. Enhancements at Frost Lake Park and Sago Palm Park further advanced the Village's commitment to elevating the quality, safety, and overall experience of its public park system.

The Events Division experienced continued growth in both attendance and resident satisfaction. For the second consecutive year, the team was recognized by the Florida Festivals and Events Association, earning 15 SunSational Awards — a testament to the department's dedication to excellence in community programming and event production.

Sago Palm Park underwent a significant capital improvement with the installation of a new multi-compound playground featuring a shade structure, enhancing accessibility and comfort for families. At Frost Lake Park, a $50,000 FRDAP grant supported the addition of multiple fitness stations to promote health and wellness, along with upgraded pathway lighting to improve safety and visibility.

The Rec on the Moove program continued expanding its community footprint, delivering recreational programming at 12 Village sites during fiscal year 2025, including three new locations. For the second year in a row, the program successfully extended services to seniors, offering engaging activities such as movement-based fitness sessions and seasonal arts and crafts events.

Out-of-School Camps and Athletic Leagues sustained increased participation, reinforcing the importance of recreation programming within the Village. Collectively, these initiatives provide meaningful opportunities for youth, adults, and seniors to stay active, connected, and engaged through quality recreational experiences.

In fiscal year 2025, the library expanded its outreach, strengthened community partnerships, and increased literacy-focused programming, reinforcing its role as a central hub for education and engagement within the Village.

Outreach efforts grew both in-house and off-site. The library hosted large-scale literacy events such as Literacy Night with both Palm Springs Elementary schools, facilitated library local with local daycares and elementary schools, and increased participation in Village-wide events. Staff conducted monthly Storytime visits to 7–10 daycares and partnered with five early learning centers through the Heggerty initiative to support phonemic awareness and early literacy instruction. Additional partnerships with the Pace Center for Girls, Bridges of Lake Worth West, and local elementary schools expanded access to library cards, educational resources, and student achievement incentives.

Literacy and academic support remained a core focus. Programs including Literacy Stars, Children's Book Club, Reading Rangers, Minds in Motion, STREAM Club, Summer Reading Program and age-specific Storytimes provided structured support for reading development, critical thinking, and school readiness. Together, these initiatives created a strong continuum of academic support for children and families.

Family-centered programming further strengthened community engagement. Signature events such as the Planting Seeds of Literacy Festival, Baby Glow dance party, Dia de los Ninos and vital partnerships with the Palm Springs Police Department and Parks and Recreation team provided safe, welcoming environments that promoted literacy and community connection.

Teen programming emphasized leadership development and college readiness. The Teen Advisory Board, College Preparation Series, financial literacy workshops, and volunteer recognition initiatives empowered teens with skills in teamwork, civic responsibility, and future planning.

Overall, FY25 marked continued growth in outreach, programming, and community impact, solidifying the Library's position as a vital educational and cultural resource for residents of all ages.

Utilities completed projects for Vacuum Station #3 Safety improvements and an Emergency Generator project. They completed a Lift Station Rehabilitation Project consisting of 3 lift stations and implemented SCADA Upgrades at 11 lift stations. Utilities also cleaned 5071 linear feet of sewer pipe and lined 4969 linear feet of 8" sewer pipe. Lastly, they lined 102 linear feet of 10" sewer pipe and replaced 11 broken fire hydrants.

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, 2024.

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-seven consecutive years (fiscal years ended 1988-2024). 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 the Village Finance Department staff: Assistant Finance Director, Mariana Ortega, and our accounting staff, Nataly Cintron, Pisurki Rodriguez, Llulissa Molina, Diana Munevar and Sajia Ahmed for their personal and professional integrity, quality, accountability, excellence, and teamwork. Without their hard work, attention to detail and dedication to the job, this audit would not be possible every year! This truly is a collaborative effort year-round from our team.

Respectfully submitted,

Mara Frederiksen

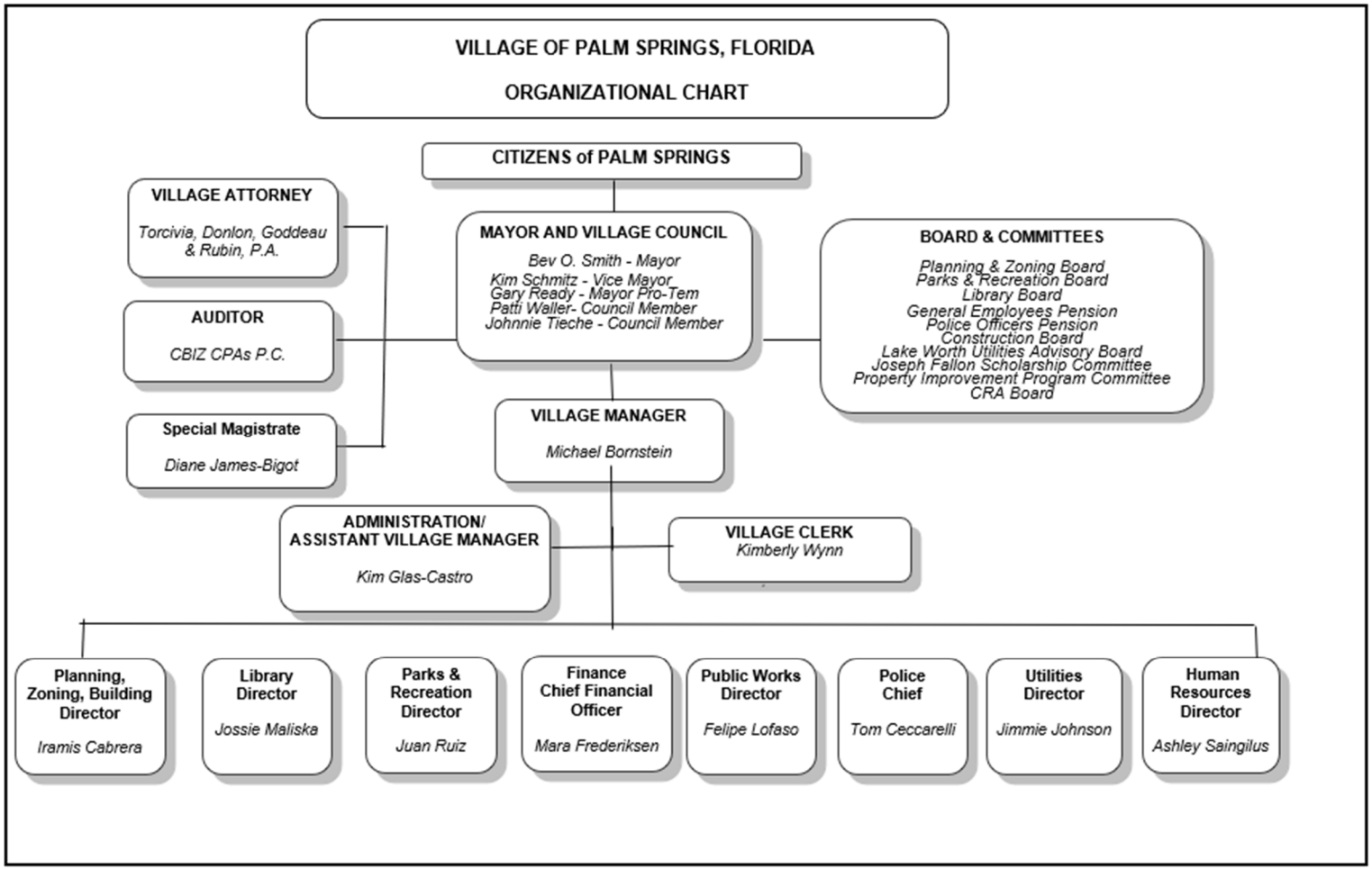
Mara Frederiksen
Finance Director

VILLAGE OF PALM SPRINGS, FLORIDA

LIST OF PRINCIPAL OFFICIALS

SEPTEMBER 30, 2025

Title	Name
Mayor	Bev O. Smith
Vice Mayor	Kim Schmitz
Mayor Pro-Tem	Gary Ready
Council Member	Patti Waller
Council Member	Johnnie Tieche
Village Manager	Michael Bornstein
Assistant Village Manager	Kim Glas-Castro
Finance Director	Mara Frederiksen
Public Services Director	Felipe Lofaso
Public Safety Director	Tom Ceccarelli
Village Clerk	Kimberly Wynn
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
CITIZENS of PALM SPRINGS
VILLAGE ATTORNEY
Torcivia, Donlon, Goddeau & Rubin, P.A.
AUDITOR
CBIZ CPAs P.C.
Special Magistrate
Diane James-Bigot
MAYOR AND VILLAGE COUNCIL
Bev O. Smith - Mayor
Kim Schmitz - Vice Mayor
Gary Ready - Mayor Pro-Tem
Patti Waller- Council Member
Johnnie Tieche - Council Member
BOARD & COMMITTEES
Planning & Zoning Board
Parks & Recreation Board
Library Board
General Employees Pension
Police Officers Pension
Construction Board
Lake Worth Utilities Advisory Board
Joseph Fallon Scholarship Committee
Property Improvement Program Committee
CRA Board
VILLAGE MANAGER
Michael Bornstein
ADMINISTRATION/ ASSISTANT VILLAGE MANAGER
Kim Glas-Castro
VILLAGE CLERK
Kimberly Wynn
Planning, Zoning, Building Director
Iramis Cabrera
Library Director
Jossie Maliska
Parks & Recreation Director
Juan Ruiz
Finance Chief Financial Officer
Mara Frederiksen
Public Works Director
Felipe Lofaso
Police Chief
Tom Ceccarelli
Utilities Director
Jimmie Johnson
Human Resources Director
Ashley Saingilus

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, 2024

Christopher P. Morrill

Executive Director/CEO

FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

CBIZ CPAs P.C.

2255 Glades Road
Suite #321A
Boca Raton, FL 33431

P: 561.994.5050

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, 2025, 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, 2025, 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 through 18, and the budgetary comparison schedules and related notes, 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 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 through 114, 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, as listed in the table of contents, and the schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), 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 GAAS. In our opinion, the combining fund financial statements and debt schedules, and the schedule of expenditures of federal awards 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, 2026 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 the Village's internal control over financial reporting and compliance.

CBIZ CPAs P.C.

Boca Raton, Florida
March 27, 2026

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, 2025. Please read it in conjunction with the accompanying letter of transmittal beginning on page i and the accompanying basic financial statements.

FINANCIAL HIGHLIGHTS

- The Village's total net position on September 30, 2025, is $165.5 million. Of this amount, the Village has a deficit of $.68 million (unrestricted net position) which is used to meet the Village's ongoing obligations to residents and creditors.
- Governmental net position is $62.5 million, an increase of $6.4 million from 2024 operations.
- Business-type net position was $103 million, an increase of $8.2 million from 2024 operations.
- The total revenues from all sources were $61 million, a decrease of $4.9 million.
- The total cost of all Village programs was $46.4 million, an increase of $1.3 million.
- For 2025, the Village's governmental funds expenditures exceeded revenues and other financing sources by $13,698,326.
- Expenditures in the General Fund exceeded total Revenues and other financing sources by $14,645,327.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was $13,317,583 along with assigned fund balance for subsequent year's budget of $1,612,210, are 34.7% of total General Fund expenditures.
- The Village's total noncurrent liabilities decreased by $3,248,260 during the current fiscal year. The Village governmental activities long term liabilities decreased by $2.1 million, and the business-type activities long term liabilities decreased by $1,126,903. 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 $14,736 to $1,200,539 at September 30, 2025.

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.

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 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 115-117 of this report. The basic governmental fund financial statements can be found on pages 22-25 of this report.

- ***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 26-29 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 30-31 of this report. Individual fund data for each of the pension funds is provided in the form of combining statements on pages 118-119 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 32-95 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 96-114.

The combining fund financial statements of the nonmajor governmental funds and the combining fund financial statements of the fiduciary funds are presented on pages 115-119 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 120-122 of this report.

The statistical section located on pages 123-152 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 $165.5 million, approximately $14.6 million increase as compared to fiscal year 2024. The net position of the Village on September 30, 2025, and 2024 are summarized as follows:

Village of Palm Springs
Net Position Summary

	Governmental Activities		Business-type Activities		Total Primary Government	
	2025	2024	2025	2024	2025	2024
Assets:						
Current and other assets	$ 33,658,892	$ 47,755,481	$ 50,486,589	$ 51,206,184	$ 84,145,481	$ 98,961,665
Net pension asset	10,773,520	6,721,778	3,983,280	2,576,130	14,756,800	9,297,908
Capital assets, net	41,036,185	24,322,469	63,129,663	55,429,974	104,165,848	79,752,443
Total assets	**85,468,597**	**78,799,728**	**117,599,532**	**109,212,288**	**203,068,129**	**188,012,016**
Deferred Outflows of Resources						
Deferred amount related to pensions	4,236,577	4,458,349	1,036,325	1,064,420	5,272,902	5,522,769
Deferred amount related to OPEB	350,101	394,223	131,241	157,446	481,342	551,669
Total Deferred Outflows of Resources	**4,586,678**	**4,852,572**	**1,167,566**	**1,221,866**	**5,754,244**	**6,074,438**
Liabilities:						
Long-term debt outstanding	15,753,263	17,874,620	9,993,138	11,120,041	25,746,401	28,994,661
Other liabilities	3,685,185	4,012,213	3,431,749	3,047,027	7,116,934	7,059,240
Total liabilities	**19,438,448**	**21,886,833**	**13,424,887**	**14,167,068**	**32,863,335**	**36,053,901**
Deferred Inflow of Resources						
Leases	146,102	219,003	--	--	146,102	219,003
Deferred amount on debt refunding	--	--	53,917	61,027	53,917	61,027
Deferred amounts related to pensions	7,881,976	5,367,049	2,151,822	1,292,568	10,033,798	6,659,617
Deferred amount related to OPEB	131,224	107,932	49,191	43,107	180,415	151,039
Total Deferred Inflows of Resources	**8,159,302**	**5,693,984**	**2,254,930**	**1,396,702**	**10,414,232**	**7,090,686**
Net Position:						
Net investment in capital assets	37,980,600	21,269,752	56,277,648	47,857,985	94,258,248	69,127,737
Restricted for net pension asset	10,773,520	6,721,778	3,983,280	2,576,130	14,756,800	9,297,908
Restricted for law enforcement	91,786	83,847	--	--	91,786	83,847
Restricted for debt service	299,117	283,212	--	--	299,117	283,212
Restricted for sales tax capital projects	11,786,547	11,786,547	--	--	11,786,547	11,786,547
Restricted for Lake Worth Rd CRA	-	604,343	--	--	--	604,343
Restricted for Congress Ave CRA	1,056,037	562,258	--	--	1,056,037	562,258
Restricted for American Rescue Plan Fund	1,150,197	1,070,640	--	--	1,150,197	1,070,640
Unrestricted	(680,008)	13,689,106	42,826,353	44,436,269	42,146,345	58,125,375
Total net position	**$ 62,457,796**	**$ 56,071,483**	**$ 103,087,281**	**$ 94,870,384**	**$ 165,545,077**	**$ 150,941,867**

The largest portion of the Village's net position (56.94%) 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 ($29.14 million or 17.6%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the government's ongoing obligations to citizens and creditors.

Village of Palm Springs
Summary of Changes in Net Position

	Governmental Activities		Business-type Activities		Total Primary Government	
	2025	2024	2025	2024	2025	2024
Revenues:						
Program revenues:						
Charges for services	$ 5,144,924	$ 5,870,685	$ 25,999,276	$ 25,677,007	$ 31,144,200	$ 31,547,692
Operating grants and contributions	351,729	300,737	--	-	351,729	300,737
Capital grants and contributions	4,280,213	9,044,866	558,287	338,927	4,838,500	9,383,793
General revenues:						
Property taxes	7,433,598	6,854,475	--	--	7,433,598	6,854,475
Utility service taxes	3,647,797	3,445,247	--	--	3,647,797	3,445,247
Franchise fees	2,126,863	2,021,196	--	--	2,126,863	2,021,196
Sales and use taxes	5,885,338	5,826,777	--	--	5,885,338	5,826,777
Business taxes	386,359	395,383	--	--	386,359	395,383
Intergovernmental, unrestricted	1,537,269	1,517,398	--	--	1,537,269	1,517,398
Investment income	1,788,370	2,505,835	1,754,890	1,988,298	3,543,260	4,494,133
Gain on sale of capital assets	(6,208)	12,420	(9,351)	2,523	(15,559)	14,943
Miscellaneous	72,209	65,085	34,385	41,797	106,594	106,882
Total revenues	**32,648,461**	**37,860,104**	**28,337,487**	**28,048,552**	**60,985,948**	**65,908,656**
Expenses:						
Program expenses:						
General government	5,250,988	4,170,771	--	--	5,250,988	4,170,771
Public Safety	11,654,897	12,185,143	--	--	11,654,897	12,185,143
Sanitation and Recycling (Physical environment)	1,842,162	1,720,917	--	--	1,842,162	1,720,917
Transportation	3,529,510	3,040,001	--	--	3,529,510	3,040,001
Economic Environment	878,233	257,315	--	--	878,233	257,315
Culture/Recreation	3,157,243	2,984,144	--	--	3,157,243	2,984,144
Interest on long-term debt	82,770	92,746	--	--	82,770	92,746
Water and Sewer Utility	--	--	19,697,097	20,465,575	19,697,097	20,465,575
Stormwater Utility	--	--	289,838	154,585	289,838	154,585
Total Expenses	**26,395,803**	**24,451,037**	**19,986,935**	**20,620,160**	**46,382,738**	**45,071,197**
Change in net position before transfers	6,252,658	13,409,067	8,350,552	7,428,392	14,603,210	20,837,459
Transfers	133,655	(266,464)	(133,655)	266,464	--	--
Increase in net position	6,386,313	13,142,603	8,216,897	7,694,856	14,603,210	20,837,459
Net Position - October 1	56,071,483	42,928,880	94,870,384	87,175,528	150,941,867	130,104,408
Net Position - September 30	**$ 62,457,796**	**$ 56,071,483**	**$ 103,087,281**	**$ 94,870,384**	**$ 165,545,077**	**$ 150,941,867**

Governmental Activities

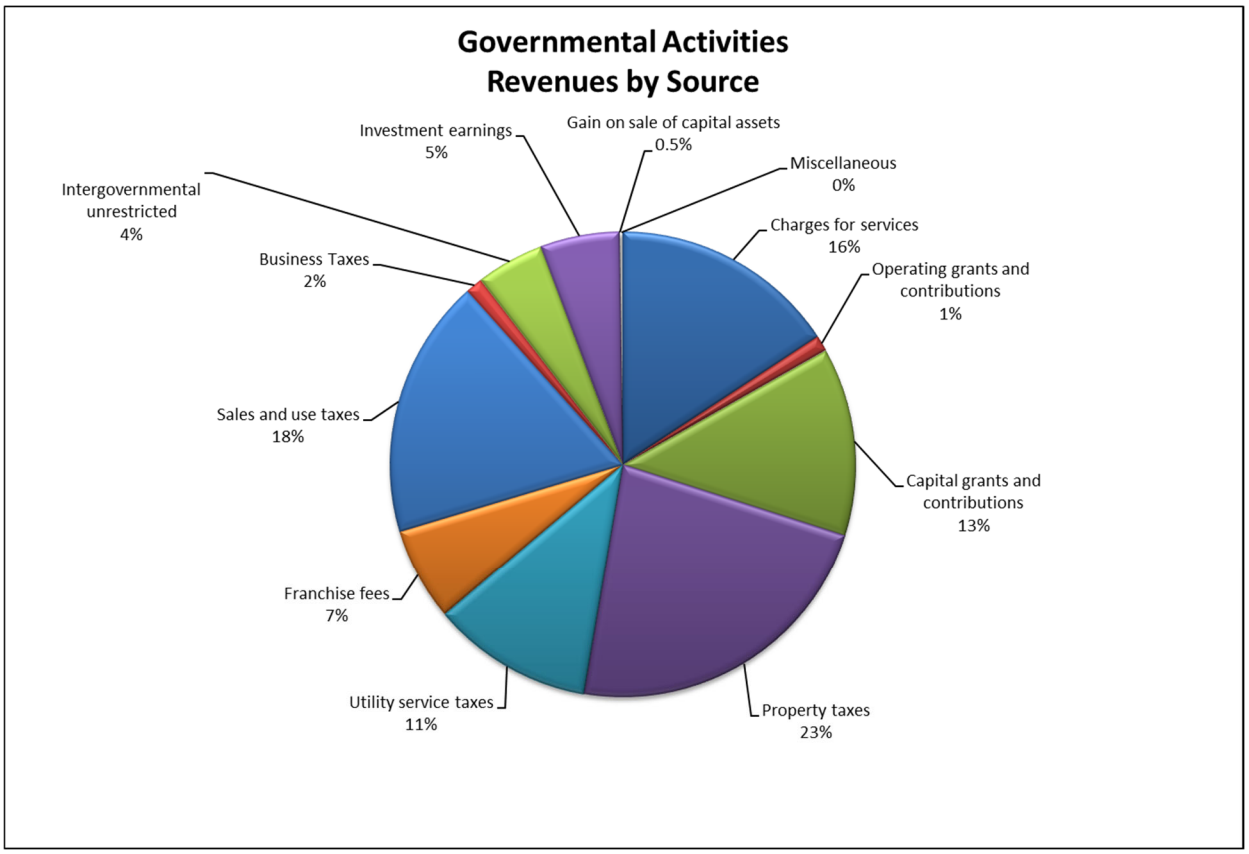
Revenues: Governmental activities increased the Village's net position by $6,386,313. Charges for Services decreased ($725,761) compared to fiscal year 2024. The largest decrease ($4,764,653) is from Capital grants and contributions generated by the end of ARPA contributions.

Operating grants and contributions increased slightly $50,992 compared to 2024. Physical Environment saw an increase of $128,142 as due to capital grants and contributions received for Congress Ave Sewer improvements. 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.

Capital grants and contributions totaled $4,280,213 in fiscal year 2025, a decrease of $4,764,653 compared to fiscal year 2024. This reflects a net decrease of $5,364,303 in Economic Environment with funding for the CRA in the fifth year of operation and a decrease in Public Safety of $710,275 as grants received in 2024 were not received in this year, also there was an increase of $435,526 in Culture/Recreation primarily due to the grant received in 2025 from CDBG for Culture/Recreation.

Property taxes increased by $579,123 or 8% over fiscal year 2024, the Village's taxable value increased by $169,049,587 or 9% over fiscal year 2024. Other taxes (utility, franchise, sales and use and business taxes) increased $357,754 or 3.1 %.

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



Ad valorem taxes represent 23% of total governmental activity revenues this fiscal year, which is 5% higher than fiscal year 2024, utility service taxes franchise fees, charges for services, miscellaneous revenues and capital grants are all down this year compared to fiscal year 2024 while investment earnings dropped slightly by 2% this year with market. All other sources remained fairly consistent to fiscal year 2024.

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 $1.1 million 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 2024.

Public Safety expenses decreased overall $530,246. 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. This was offset by reductions in pension related expenses.

Physical Environment expenses increased $121,245 due to a rate increase in the mid-year rate increase from the contract renewal with our waste hauler.

Transportation expenses increased $489,509 for fiscal year 2025 compared to fiscal year 2024, this reflects the increased staffing, insurance, and pension costs as well as electricity, fuel, repair costs and operating supply increases.

Economic Environment increased $620,918 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

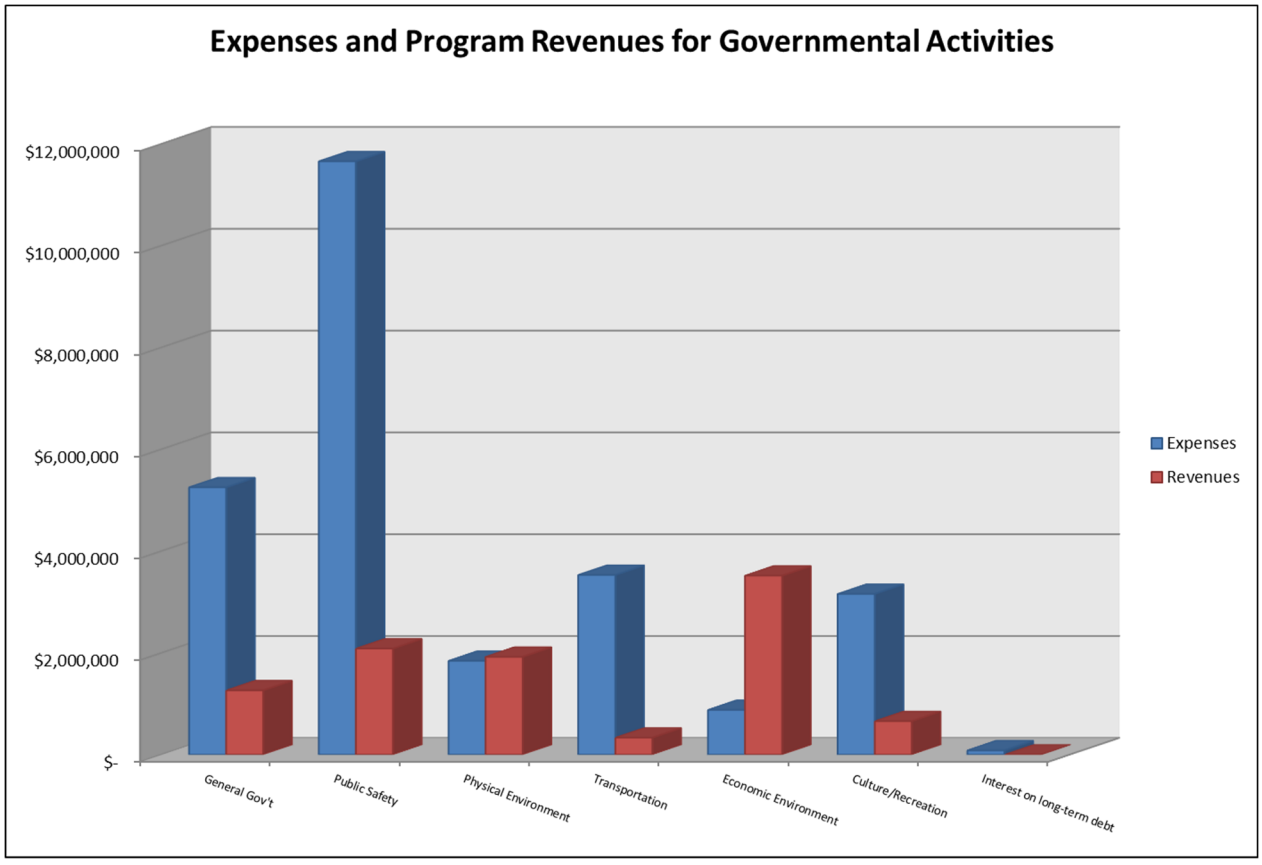
Culture and recreation increased $173,099 for fiscal year 2025 compared to fiscal year 2024, as with Public Safety, and Transportation the increase is primarily due to personnel costs including increased staffing, pension, and insurance. Operating costs for supplies, repairs, electricity, and increased 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
Governmental Activities
Net Cost of Services

	Total Cost of Services		Program Revenues		Net Cost of Services	
	2025	2024	2025	2024	2025	2024
General Government	$ 5,250,988	$ 4,170,771	$ (1,263,632)	$ (1,396,361)	$ 3,987,356	$ 2,774,410
Public Safety	11,654,897	12,185,143	(2,084,774)	(2,795,049)	9,570,123	9,390,094
Physical Environment	1,842,162	1,720,917	(1,920,649)	(1,792,507)	(78,487)	(71,590)
Transportation	3,529,510	3,040,001	(333,745)	(129,528)	3,195,765	2,910,473
Culture/Recreation	3,157,243	2,984,144	(658,539)	(223,013)	2,498,704	2,761,131
Economic Environment	878,233	257,315	(3,515,527)	(8,879,830)	(2,637,294)	(8,622,515)
Interest on long-term debt	82,770	92,746	--	--	82,770	92,746
Totals	**$ 26,395,803**	**$ 24,451,037**	**$ (9,776,866)**	**$ (15,216,288)**	**$ 16,618,937**	**$ 9,234,749**

The total cost of all governmental activities this year was $26.4 million, representing an increase of $1,944,766 or 8%. The schedule above shows that $8 million of the cost of services was paid by those who directly benefited from the programs and $16.9 million was financed through general revenues.

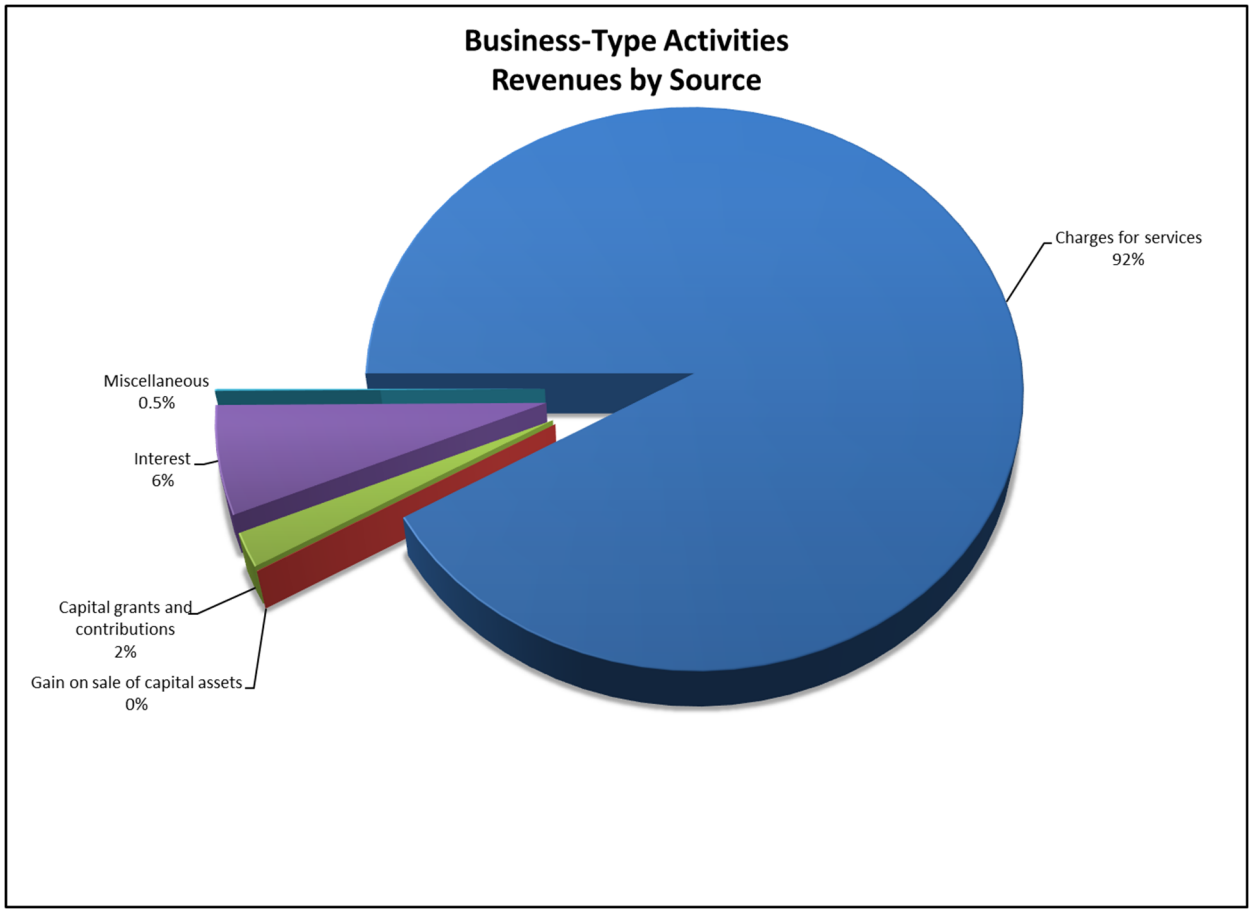


Business-type Activities

The net position of the proprietary funds (Water and Sewer Utility and Stormwater Utility) on September 30, 2025, was $103 million. The cost of providing proprietary (business-type) activities this year was $20 million, as shown in the Statement of Activities, this is a decrease of $.6 million compared to fiscal year 2024. The decrease was mostly due to a significant reduction in Palm Beach County sewer charges offset by the 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 and a decrease in some capital expenses.

The Village Stormwater Utility was established in 2017 and ended the current year with a net position of $8.8 million or $2,042,265 over the fiscal year 2024. This increase reflects the stormwater fees collected via non-ad valorem assessment of $529,367, interest earnings of $47,483 and $1,755,253 in funding from the American Rescue Plan and General Fund transfer for Stormwater Projects.

Net position increased by $8,216,897 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 approximately $300k or 1%, which reflects the increase in water and sewer consumption for services and increased demand with new developments. Capital Grants and Contributions increased by approximately $219k from capital contribution fees from new construction. Interest income decreased $233,408 as interest rates have fluctuated in this market.



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 $29,839,451, a decrease of $13,698,326, in comparison with the prior year. Revenues decreased overall by $5,193,015. Tax revenue increased $1,020,418 or 8%, the taxable value increased by 8.88% and utility taxes increased as the Village is experiencing new growth with recovery from the COVID decline. Permits and fees decreased $605,968 representing a decline in building permit fees from the prior year and less construction projects. Intergovernmental revenues decreased $5,338,966, or 32.9%. The most significant decrease in intergovernmental revenue was in the ARPA Fund due to a reduction in grant revenues. Charges for services decreased by $202,248 primarily due to decreases in building plan review, Information Technology service fees, and reductions in police details.

In fiscal year 2025 expenditures for the governmental funds increased by $17,115,216 compared to fiscal year 2024. General Government expenditures increased by $791,620 or 20%, this included election related expenditures, 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 $12,517,262 or 93%, Planning, Zoning and Building increased $625,790 primarily due to Code Enforcement being transferred to their division from Police. Police expenditures increased $11,891,472 or 95% of which $918,391 of the increase was for salary and related benefits, the remaining increases were in capital costs due to the expansion of the police building.

Physical Environment costs increased $121,245 which reflects the year rate increase from the contract renewal with our waste hauler.

Expenditures for Transportation increased $1,685,632 compared to fiscal year 2024, personnel and benefit costs increased $73,987, operating expenditures contributed $456,688 to this increase including increases in contractual services, electricity and repair and maintenance. Capital outlay increased $1,154,958 which included the beginning of a building out of flex space in Village Hall, and work on street projects including the intersection of Greenbrier and Davis, Greenbrier Drive Entrance, Swale improvements at Alameda and Davis, and improvements at Davis Rd and Canal 10.

Culture/Recreation experienced a decrease of $103,433. Library expenditures increased $175,928 due to salary adjustments for comp/class study along with the addition of a new literacy coordinator. Parks and Recreation including special events decreased $279,361 due to the development of a new Parks and Recreation Master Plan, increased contractual services and operating supplies for expanded and enhanced special event activities, capital outlay with improvements to the offices, playground, and outdoor fitness equipment in 2024 not needed in 2025. The governmental funds had a total fund balance of $29,839,451 comprised of non-spendable fund balance of $1,519,906 ($69,976 for inventory, $10,528 for prepaids, $2,334 for leases, and $1,437,068 advances to other

funds; restricted fund balances of $14,383,684 ($91,786 for law enforcement, $299,117 for debt service, $11,786,547 for infrastructure capital projects financed by the one-cent sales tax, $1,056,037 for the CRA and $1,150,197 for the American Rescue Plan); assigned fund balance of $1,612,210 for the 2025/2026 budget. The remaining balance of $13,317,583 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 $13,317,583, while the total fund balance was $28,236,246. The unassigned fund balance in General Fund represents 31% of the fiscal year 2025 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 2025 represented 31% of the 2026 final budget, but also contains remaining funds of $1,612,210 bringing that percentage closer to 35%. 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 $43 million at fiscal year-end, an increase of $638,946 compared to the prior fiscal year. Charges for services revenues increased $325,607 or 1.3% due primarily to the increased demand from new developments and overall consumption.

Revenues from capital contributions increased $219,360 as development and redevelopment is rebounding post-COVID. Operating expenses decreased $746,874 primarily due to a decrease in costs from Palm Beach County Utility Sewer Charges. 2024 was an unusually high year due to some adjusted charges from them. Total net position for the Water and Sewer Enterprise Fund was $94 million at fiscal year-end, an increase of $6,174,632 from the prior fiscal year. The increase in net position from operations was $5,967,270 (operating income).

The Stormwater Utility, now in its seventh year of operations, had operating revenues of $529,367 and operating expenses of $289,838 for 2025. The Stormwater Utility net position increased by $2,042,265 and ended the fiscal year at $8,840,898.

GENERAL FUND BUDGETARY HIGHLIGHTS

The original budget increased from $46.5 million to $48.5 million due to some additional capital funding needs.

General Fund expenditures were $5,396,542 less than the budget for fiscal year 2025. General government departments in total expended $540,829 less than budgeted due to staff vacancies, 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 $3,062,428 less than expected due to staff vacancies and unexpended capital outlay. In the police department we budgeted $14 million for the building expansion and only expended $12.6 million for the project. Physical environment expenditures were $82,495 more than expected as the increase from our private hauler came in slightly over what was budgeted. Expenditures in Transportation were $1,604,656 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 projects at Greenbrier and Davis that were not completed in this fiscal year. Culture and Recreation expenditures were $271,124 less than anticipated primarily due to less being spent on camp expenses that originally anticipated.

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, 2025, amounts to $104,165,848 (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 subscription arrangements. The governmental activities investment in capital assets, net of accumulated depreciation/amortization increased by $16,713,716 or 68.7% compared to fiscal year 2024. The net change includes an increase in assets of $18,496,548 less an increase of $1,760,895 in accumulated depreciation/amortization.

Improvements other than building increased $1,979,982 for bridge improvements, lighting, and drainage.

Machinery and equipment increased $533,358 including the purchase of vehicles and new audio/visual equipment in the Council Chambers.

Construction in progress increased $11,096,069 including police buildings, intersection and entranceway improvements, park improvements and software system implementations that were all in progress at fiscal year-end. A total of 10 projects were in progress at fiscal year end.

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 2025 the estimated maintenance costs were $310,000 and the actual were $215,000. More information on the Village's Street System and condition rating can be found on page 102 of this report.

Business-type activities investment in capital assets increased by $7,699,689 or 13.89% over fiscal year 2024. Assets increased by $11,438,039 net an increase in accumulated depreciation/amortization of $3,717,620. Construction in progress increased in the Water and Sewer Enterprise fund by $2,051,934 representing 18 projects underway at the end of fiscal year 2025. The Stormwater Enterprise fund had a increase of $2,411,134 in construction in progress at fiscal year end representing 4 projects.

Additional detailed information regarding capital assets can be found in Note 4. Capital assets on September 30, 2025, and 2024 are summarized as follows:

Village of Palm Springs
Capital Assets Net of Depreciation/Amortization

	Governmental Activities		Business-type Activities		Total Primary Government	
	2025	2024	2025	2024	2025	2024
Land	$ 4,871,001	$ 729,641	$ 379,987	$ 379,987	$ 5,250,988	$ 1,109,628
Buildings	10,431,831	10,272,706	4,383,920	4,123,650	14,815,751	14,396,356
Improvements other than buildings	10,406,425	8,426,443	104,778,924	100,383,841	115,185,349	108,810,284
Machinery & Equipment	9,591,368	9,058,010	11,724,476	9,793,491	21,315,844	18,851,501
Software & Library Materials	961,903	940,736	34,188	34,188	996,091	974,924
Leases (Right-of-use assets) - Equipment	115,319	115,319	28,378	28,378	143,697	143,697
Subscription arrangements	117,961	117,961	41,059	41,059	159,020	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	15,281,073	4,185,004	8,413,909	3,950,841	23,694,982	8,135,845
Total Assets	57,309,149	39,378,088	137,899,550	126,850,144	195,208,699	166,228,232
Less Accumulated Depreciation/Amortization	(16,272,964)	(15,055,619)	(74,769,887)	(71,420,170)	(91,042,851)	(86,475,789)
Total	**$ 41,036,185**	**$ 24,322,469**	**$ 63,129,663**	**$ 55,429,974**	**$ 104,165,848**	**$ 79,752,443**

Debt: At fiscal year end, the Village had a total long-term debt outstanding of $10,708,293 (excluding other postemployment benefits of $1,200,539 and net pension liability of $13,837,275 a decrease of $1,195,970, or 10% as compared to fiscal year 2024. Detailed information on the Village's long-term liabilities is presented in Notes 5, 6, 9, and 10 to the financial statements. Long-term liabilities on September 30, 2025, and 2024 are summarized as follows:

Village of Palm Springs
Long-Term Liabilities

	Governmental Activities		Business-type Activities		Total Primary Government	
	2025	2024	2025	2024	2025	2024
General Obligation Bank Note	$ 2,446,940	$ 2,790,970	$ --	$ --	$ 2,446,940	$ 2,790,970
Note Payable	--	--	6,683,136	7,415,256	6,683,136	7,415,256
Compensated Absences	1,130,350	1,105,657	312,061	333,065	1,442,411	1,438,722
Financed purchase (direct borrowing)	61,594	121,833	--	--	61,594	121,833
Leases (Right-of-use assets)	34,239	62,811	10,500	16,016	44,739	78,827
Subscription arrangements	29,767	58,655	--	--	29,767	58,655
Other postemployment benefits	873,205	847,375	327,334	338,428	1,200,539	1,185,803
Net Pension Liability	11,177,168	12,887,319	2,660,107	3,017,276	13,837,275	15,904,595
Total	**$ 15,753,263**	**$ 17,874,620**	**$ 9,993,138**	**$ 11,120,041**	**$ 25,746,401**	**$ 28,994,661**

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 59 of this report.

In accordance with GASB Statement No. 68 the Village reported a net pension liability of $13,837,275 of which $11,177,168 is related to governmental activities and $2,660,107 is for business-type activities. For additional information on the Village's pension plans see Note 9, beginning on page 67 of this report.

The liability for OPEB increased $14,736 in 2025 to a total of $1,200,539 and represents the implicit rate subsidy in retiree health insurance rates. The increase reflects the latest actuarial valuation dated October 1, 2025, performed in accordance with GASB Statement No. 75. Additional information on other postemployment benefits can be found in Note 10, beginning on page 88 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 $169,049,587 or 8.88% over fiscal year 2024 for a total assessed value of $2,071,709,568. 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 $554,388, an increase of $142,102 over 2024 and as the CRA grows so will the impact to the General Fund.

The Village Council maintained the 2024 operating millage rate of 3.50 mills for 2025 and lowered the debt service millage rate by 9.14% to .2121. Property tax collections increased $579,123 or 8.4% over fiscal year 2024, while the taxable value increased 8.8%.

The Village was awarded $12,629,526 in American Rescue Plan funds. During this fiscal year the Village expended $2,579,761 towards 3 stormwater improvements, IT infrastructure to improve connectivity between village facilities, 1 project within the two CRA districts to help promote growth in those areas and attract re-development and Village wide infrastructure improvements.

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 $13,317,583 on September 30, 2025, represents 31% of the 2025 along with assigned balance for subsequent year's budget of $1,612,210, are 35% of total General Fund expenditures $43 million. In total, it lies 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.

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, 2025

	Governmental Activities	Business-type Activities	Total
Assets			
Cash and cash equivalents	$ 30,343,687	$ 46,378,691	$ 76,722,378
Cash and cash equivalents - restricted	1,150,197	--	1,150,197
Receivables:			
Accounts, net of allowance	481,721	3,477,529	3,959,250
Grants	1,454,347	--	1,454,347
Leases receivable	148,436	--	148,436
Inventory	69,976	623,010	692,986
Prepaids	10,528	7,359	17,887
Net pension asset	10,773,520	3,983,280	14,756,800
Capital assets:			
Capital assets, not being depreciated	25,684,342	9,734,542	35,418,884
Capital assets being depreciated/amortized	31,624,807	128,165,007	159,789,814
Accumulated depreciation/amortization	(16,272,964)	(74,769,886)	(91,042,850)
Total Assets	**85,468,597**	**117,599,532**	**203,068,129**
Deferred Outflows of Resources			
Deferred amount related to pensions	4,236,577	1,036,325	5,272,902
Deferred amount related to OPEB	350,101	131,241	481,342
Total Deferred Outflows of Resources	**4,586,678**	**1,167,566**	**5,754,244**
Liabilities			
Accounts payable and accrued liabilities	2,875,932	1,400,717	4,276,649
Contract retainage payable	483,045	104,462	587,507
Accrued interest payable	11,846	80,887	92,733
Deposits	105,794	1,845,683	1,951,477
Unearned revenue	208,568	--	208,568
Noncurrent liabilities			
Due within one year:			
Notes payable	352,300	753,541	1,105,841
Compensated absences	126,023	862	126,885
Financed purchase	61,594	--	61,594
Leases (right-of-use asset)	20,423	5,497	25,920
Subscription arrangements	29,767	--	29,767
Due in more than one year:			
Notes payable	2,094,640	5,929,595	8,024,235
Compensated absences	1,004,327	311,199	1,315,526
Leases (right-of-use asset)	13,816	5,003	18,819
Total OPEB liability	873,205	327,334	1,200,539
Net pension liability	11,177,168	2,660,107	13,837,275
Total Liabilities	**19,438,448**	**13,424,887**	**32,863,335**
Deferred Inflows of Resources			
Leases	146,102	--	146,102
Deferred amount related to debt refunding	--	53,917	53,917
Deferred amount related to pensions	7,881,705	2,151,822	10,033,527
Deferred amount related to OPEB	131,224	49,191	180,415
Total Deferred Inflows of Resources	**8,159,031**	**2,254,930**	**10,413,961**
Net Position			
Net investment in capital assets	37,980,600	56,277,648	94,258,248
Restricted for:			
Net pension asset	10,773,520	3,983,280	14,756,800
Law enforcement	91,786	--	91,786
Debt service	299,117	--	299,117
Sales tax capital projects	11,786,547	--	11,786,547
Congress Ave CRA	1,056,037	--	1,056,037
American Rescue Plan Fund	1,150,197	--	1,150,197
Unrestricted	(680,008)	42,826,353	42,146,345
Total Net Position	**$ 62,457,796**	**$ 103,087,281**	**$ 165,545,077**

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, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Governmental Activities				
General government	$ 5,250,988	$ 1,231,971	$ 19,430	$ 12,231
Public safety	11,654,897	1,950,239	90,247	44,288
Physical environment	1,842,162	1,790,031	--	130,618
Transportation	3,529,510	--	133,745	200,000
Culture/recreation	3,157,243	172,683	108,307	377,549
Economic environment	878,233	--	--	3,515,527
Interest on long-term debt	82,770	--	--	--
Total Governmental Activities	**26,395,803**	**5,144,924**	**351,729**	**4,280,213**
Business-type Activities				
Water and sewer utility	19,697,097	25,469,909	--	558,287
Stormwater utility	289,838	529,367	--	--
Total Business-type Activities	**19,986,935**	**25,999,276**	**--**	**558,287**
Total	**$ 46,382,738**	**$ 31,144,200**	**$ 351,729**	**$ 4,838,500**

General Revenues	
Taxes:	
Property taxes	
Utility services taxes	
Franchise fees	
Sales and use taxes	
Business taxes	
Intergovernmental, unrestricted	
Investment income	
Gain on sale of capital assets	
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
$ (3,987,356)	$ --	$ (3,987,356)
(9,570,123)	--	(9,570,123)
78,487	--	78,487
(3,195,765)	--	(3,195,765)
(2,498,704)	--	(2,498,704)
2,637,294	--	2,637,294
(82,770)	--	(82,770)
(16,618,937)	**--**	**(16,618,937)**
--	6,331,099	6,331,099
--	239,529	239,529
--	**6,570,628**	**6,570,628**
(16,618,937)	**6,570,628**	**(10,048,309)**
7,433,598	--	7,433,598
3,647,797	--	3,647,797
2,126,863	--	2,126,863
5,885,338	--	5,885,338
386,359	--	386,359
1,537,269	--	1,537,269
1,788,370	1,754,890	3,543,260
(6,208)	(9,351)	(15,559)
72,209	34,385	106,594
133,655	(133,655)	--
23,005,250	**1,646,269**	**24,651,519**
6,386,313	8,216,897	14,603,210
56,071,483	94,870,384	150,941,867
$ 62,457,796	**$ 103,087,281**	**$ 165,545,077**

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

VILLAGE OF PALM SPRINGS, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025

	General Fund	American Rescue Plan Fund	Nonmajor Governmental Funds	Total Governmental Funds
Assets				
Cash and cash equivalents	$ 28,381,427	$ --	$ 1,962,260	$ 30,343,687
Cash and cash equivalents - restricted	--	1,150,197	--	1,150,197
Receivables:				
Accounts, net of allowance	--	--	481,721	481,721
Grants	1,454,347	--	--	1,454,347
Advances to other funds	1,437,068	--	--	1,437,068
Leases receivable	148,436	--	--	148,436
Inventory	69,976	--	--	69,976
Prepaids	10,528	--	--	10,528
Total Assets	**$ 31,501,782**	**$ 1,150,197**	**$ 2,443,981**	**$ 35,095,960**
Liabilities				
Accounts payable and accrued liabilities	$ 2,322,027	$ --	$ 553,905	$ 2,875,932
Contract retainage payable	483,045	--	--	483,045
Advances from other funds	--	--	1,437,068	1,437,068
Deposits	105,794	--	--	105,794
Total Liabilities	**2,910,866**	**--**	**1,990,973**	**4,901,839**
Deferred Inflows of Resources				
Unavailable revenues	208,568	--	--	208,568
Leases	146,102	--	--	146,102
Total Deferred Inflows of Resources	**354,670**	**--**	**--**	**354,670**
Fund Balances				
Nonspendable:				
Inventory	69,976	--	--	69,976
Prepaids	10,528	--	--	10,528
Leases	2,334	--	--	2,334
Advances to other funds	1,437,068	--	--	1,437,068
Restricted for:				
Law enforcement	--	--	91,786	91,786
Debt service	--	--	299,117	299,117
Sales tax capital projects	11,786,547	--	--	11,786,547
Congress Ave CRA	--	--	1,056,037	1,056,037
American Rescue Plan Fund	--	1,150,197	--	1,150,197
Assigned to:				
Subsequent year's budget	1,612,210	--	--	1,612,210
Unassigned:				
General fund	13,317,583	--	(993,932)	12,323,651
Total Fund Balances	**28,236,246**	**1,150,197**	**453,008**	**29,839,451**
Total Liabilities, Deferred Inflows of Resources and Fund Balances	**$ 31,501,782**	**$ 1,150,197**	**$ 2,443,981**	**$ 35,095,960**

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, 2025

Total Governmental Fund Balances (page 22)		$ 29,839,451
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.		10,773,520
Capital assets used in governmental activities are not available, spendable resources and therefore are not reported in governmental funds:		
Cost of assets	$ 57,309,149	
Accumulated depreciation/amortization	(16,272,964)	41,036,185
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	4,236,577	
Deferred inflows of resources related to pensions	(7,881,705)	
Deferred outflows of resources related to OPEB	350,101	
Deferred inflows of resources related to OPEB	(131,224)	(3,426,251)
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	(2,446,940)	
Financed purchase	(61,594)	
Leases (right-of-use asset)	(34,239)	
Subscription arrangement	(29,767)	
Accrued interest payable on long-term debt	(11,846)	
Compensated absences payable	(1,130,350)	
Total OPEB liability	(873,205)	
Net pension liability	(11,177,168)	(15,765,109)
Total Net Position (page 21)		**$ 62,457,796**

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, 2025

	General Fund	American Rescue Plan Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues				
Taxes	$ 13,169,228	$ --	$ 979,777	$ 14,149,005
Permits and fees	1,119,027	--	--	1,119,027
Intergovernmental	8,407,994	2,500,204	--	10,908,198
Charges for services	3,336,838	--	--	3,336,838
Confiscated property	--	--	5,323	5,323
Fines and forfeitures	296,656	--	--	296,656
Contributions and donations	36,325	--	--	36,325
Investment income	1,645,757	79,557	63,056	1,788,370
Facility rental	351,086	--	--	351,086
Miscellaneous	72,288	--	591,553	663,841
Total Revenues	**28,435,199**	**2,579,761**	**1,639,709**	**32,654,669**
Expenditures				
Current:				
General government	4,745,210	--	--	4,745,210
Public safety	13,301,283	--	--	13,301,283
Physical environment	1,842,162	--	--	1,842,162
Transportation	3,419,821	--	--	3,419,821
Economic environment	--	--	877,534	877,534
Culture/recreation	2,750,611	--	--	2,750,611
Capital outlay	16,897,892	--	2,121,701	19,019,593
Debt service:				
Principal	117,699	--	344,030	461,729
Interest and other fiscal charges	5,848	--	78,588	84,436
Total Expenditures	**43,080,526**	**--**	**3,421,853**	**46,502,379**
Excess (deficiency) of revenues over expenditures	**(14,645,327)**	**2,579,761**	**(1,782,144)**	**(13,847,710)**
Other Financing Sources (Uses)				
Proceeds from sale of capital assets	15,729	--	--	15,729
Transfers in	3,487,508	--	701,492	4,189,000
Transfers out	(1,555,141)	(2,500,204)	--	(4,055,345)
Total Other Financing Sources (Uses)	**1,948,096**	**(2,500,204)**	**701,492**	**149,384**
Change in Fund Balances	(12,697,231)	79,557	(1,080,652)	(13,698,326)
Fund Balances - Beginning of Year	40,933,477	1,070,640	1,533,660	43,537,777
Fund Balances - End of Year	**$ 28,236,246**	**$ 1,150,197**	**$ 453,008**	**$ 29,839,451**

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, 2025

Change in Fund Balances - Total Governmental Funds (page 24)		$ (13,698,326)
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	$ 18,496,548	
Less current year depreciation/amortization expense	(1,760,895)	16,735,653
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.		(21,937)
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	(24,693)	
OPEB expense	(93,244)	
Pension expense (Income)	3,025,465	2,907,528
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) principal payments	28,572	
Subscription arrangements principal payments	28,888	
Financed purchase principal payments	60,239	
Principal payments on long-term debt	344,030	461,729
Net effect of accrued interest on long-term debt (difference between amount accrued in prior year and current year accrual)		1,666
Change in Net Position of Governmental Activities (page 21)		**$ 6,386,313**

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

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF NET POSITION
ENTERPRISE FUNDS
SEPTEMBER 30, 2025

	Major Fund	Nonmajor Fund	Total
	Water and Sewer Utility	Stormwater Utility	Enterprise Funds
Assets			
Current Assets			
Cash and cash equivalents	$ 46,194,377	$ 184,314	$ 46,378,691
Accounts receivable, net of allowance	3,474,192	3,337	3,477,529
Prepaids	7,359	--	7,359
Inventory	623,010	--	623,010
Total Current Assets	**50,298,938**	**187,651**	**50,486,589**
Noncurrent Assets			
Net pension asset	3,983,009	271	3,983,280
Capital assets not being depreciated	4,929,143	4,805,399	9,734,542
Capital assets being depreciated/amortized	123,700,073	4,464,934	128,165,007
Accumulated depreciation/amortization	(74,588,838)	(181,048)	(74,769,886)
Total Noncurrent Assets	**58,023,387**	**9,089,556**	**67,112,943**
Total Assets	**108,322,325**	**9,277,207**	**117,599,532**
Deferred Outflows of Resources			
Deferred amount related to pensions	1,032,332	3,993	1,036,325
Deferred amount related to OPEB	129,379	1,862	131,241
Total Deferred Outflows of Resources	**1,161,711**	**5,855**	**1,167,566**
Liabilities			
Current Liabilities			
Accounts payable and accrued liabilities	980,393	420,324	1,400,717
Contract retainage payable	104,462	--	104,462
Accrued interest on note payable	80,887	--	80,887
Current portion of lease liability	5,497	--	5,497
Current portion of note payable	753,541	--	753,541
Current portion of compensated absences payable	568	294	862
Total Current Liabilities	**1,925,348**	**420,618**	**2,345,966**
Noncurrent Liabilities			
Customer deposits	1,845,683	--	1,845,683
Lease liability	5,003	--	5,003
Note payable	5,929,595	--	5,929,595
Compensated absences payable	305,089	6,110	311,199
Total OPEB liability	322,691	4,643	327,334
Net pension liability	2,660,107	--	2,660,107
Total Noncurrent Liabilities	**11,068,168**	**10,753**	**11,078,921**
Total Liabilities	**12,993,516**	**431,371**	**13,424,887**
Deferred Inflows of Resources			
Deferred amount on refunding	53,917	--	53,917
Deferred amount related to pensions	2,141,727	10,095	2,151,822
Deferred amount related to OPEB	48,493	698	49,191
Total Deferred Inflows of Resources	**2,244,137**	**10,793**	**2,254,930**
Net Position			
Net investment in capital assets	47,188,363	9,089,285	56,277,648
Restricted:			
Net pension asset	3,983,009	271	3,983,280
Unrestricted	43,075,011	(248,658)	42,826,353
Total Net Position	**$ 94,246,383**	**$ 8,840,898**	**$ 103,087,281**

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, 2025

	Major Fund	Nonmajor Fund	Total
	Water and Sewer Utility	Stormwater Utility	Enterprise Funds
Operating Revenues			
Water revenues	$ 10,442,272	$ --	$ 10,442,272
Wastewater revenues	13,943,554	--	13,943,554
Stormwater revenues	--	529,367	529,367
Other operating revenues	1,084,083	--	1,084,083
Total Operating Revenues	**25,469,909**	**529,367**	**25,999,276**
Operating Expenses			
Personal services	5,360,831	112,326	5,473,157
Operating expenses	10,557,143	44,557	10,601,700
Depreciation/amortization	3,584,665	132,955	3,717,620
Total Operating Expenses	**19,502,639**	**289,838**	**19,792,477**
Operating Income	**5,967,270**	**239,529**	**6,206,799**
Non-Operating Revenues (Expenses)			
Investment income	1,707,407	47,483	1,754,890
Miscellaneous revenues	34,385	--	34,385
Loss on disposal of capital assets	(9,351)	--	(9,351)
Interest expense and fiscal charges	(194,458)	--	(194,458)
Total Non-Operating Revenues (Expenses)	**1,537,983**	**47,483**	**1,585,466**
Income Before Contributions and Transfers	**7,505,253**	**287,012**	**7,792,265**
Capital contributions	558,287	--	558,287
Transfers in	805,524	1,755,253	2,560,777
Transfers out	(2,694,432)	--	(2,694,432)
Change in Net Position	6,174,632	2,042,265	8,216,897
Net Position - Beginning of Year	88,071,751	6,798,633	94,870,384
Net Position - End of Year	**$ 94,246,383**	**$ 8,840,898**	**$ 103,087,281**

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, 2025

	Major Fund Water and Sewer Utility	Nonmajor Fund Stormwater Utility	Total Enterprise Funds
Cash Flows from Operating Activities			
Cash received from customers	$ 25,458,384	$ 529,259	$ 25,987,643
Cash paid to suppliers for goods and services	(10,365,795)	(44,557)	(10,410,352)
Cash paid to employees for services	(6,238,822)	(100,958)	(6,339,780)
Other receipts	34,385	--	34,385
Net Cash Provided by Operating Activities	**8,888,152**	**383,744**	**9,271,896**
Cash Flows from Noncapital Financing Activities			
Transfer in	805,524	1,755,253	2,560,777
Transfers out	(2,694,432)	--	(2,694,432)
Net Cash Provided (Used) by Noncapital Financing Activities	**(1,888,908)**	**1,755,253**	**(133,655)**
Cash Flows from Capital and Related Financing Activities			
Principal paid on loan	(732,120)	--	(732,120)
Principal paid on leases	(5,516)	--	(5,516)
Interest paid on long-term debt	(210,119)	--	(210,119)
Interest paid on leases	(310)	--	(310)
Acquisition and construction of capital assets	(6,989,457)	(4,370,666)	(11,360,123)
Proceeds from sale of capital assets	11,380	--	11,380
Capital contributions from customers	558,287	--	558,287
Net Cash Used by Capital and Related Financing Activities	**(7,367,855)**	**(4,370,666)**	**(11,738,521)**
Cash Flows from Investing Activities			
Investment income	1,707,407	47,483	1,754,890
Net Cash Provided by Investing Activities	**1,707,407**	**47,483**	**1,754,890**
Net Increase (Decrease) in Cash and Cash Equivalents	1,338,796	(2,184,186)	(845,390)
Cash and Cash Equivalents - Beginning of Year	44,855,581	2,368,500	47,224,081
Cash and Cash Equivalents - End of Year	**$ 46,194,377**	**$ 184,314**	**$ 46,378,691**

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, 2025

	Major Fund Water and Sewer Utility	Nonmajor Fund Stormwater Utility	Total Enterprise Funds
Cash Flows from Operating Activities			
Operating income	**$ 5,967,270**	**$ 239,529**	**$ 6,206,799**
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation and amortization	3,584,665	132,955	3,717,620
Provision for uncollectible accounts	2,908	--	2,908
Miscellaneous revenues	34,385	--	34,385
Change in operating assets, deferred outflows, deferred inflows, and liabilities:			
(Increase) decrease in:			
Accounts receivable	(71,638)	(108)	(71,746)
Inventory	(49,598)	--	(49,598)
Prepaids	(7,359)	--	(7,359)
Net pension asset	(1,406,879)	(271)	(1,407,150)
Deferred outflows related to pensions	26,373	1,722	28,095
Deferred outflows related to OPEB	25,805	400	26,205
(Decrease) increase in:			
Accounts payable and accrued liabilities	248,305	10,156	258,461
Compensated absences payable	(24,961)	3,957	(21,004)
Customer deposits	57,205	--	57,205
Total OPEB liability	(10,875)	(219)	(11,094)
Net pension liability	(345,609)	(11,560)	(357,169)
Deferred inflows related to OPEB	6,006	78	6,084
Deferred inflows related to pensions	852,149	7,105	859,254
Total adjustments	**2,920,882**	**144,215**	**3,065,097**
Net Cash Provided by Operating Activities	**$ 8,888,152**	**$ 383,744**	**$ 9,271,896**
Supplemental Disclosure of Noncash Capital and Related Financing Activities			
Amortization of deferred amount on refunding	$ 7,110	$ --	$ 7,110
Loss on disposal of assets	$ (9,351)	$ --	$ (9,351)

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, 2025

		Employee Pension Funds
Assets		
Cash and cash equivalents	$	2,359,824
Receivables:		
Interest and dividends		61,308
Investments:		
U.S. treasury securities		4,051,877
Mortgage backed securities		3,628,828
Corporate bonds		387,147
Mutual funds taxable		12,636,303
Equity securities mutual funds		58,549,060
Real estate investment account		7,306,320
Total investments		**86,559,535**
Total Assets		**88,980,667**
Liabilities		
Accounts payable		51,470
Total Liabilities		**51,470**
Net position restricted for pension benefits	**$**	**88,929,197**

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, 2025

		Employee Pension Funds
Additions		
Contributions		
Employer	$	814,163
Plan members		109,977
State of Florida		264,267
Total Contributions		**1,188,407**
Investment Income		
Interest		252,333
Dividends		1,319,330
Net appreciation in fair value of investments		7,632,620
Total Investment Income		**9,204,283**
Less: Investment expenses		(51,318)
Net Investment Income		**9,152,965**
Total Additions		**10,341,372**
Deductions		
Administration expenses		167,014
Benefits paid		2,962,517
Total Deductions		**3,129,531**
Change in Net Position		**7,211,841**
Net Position Restricted for Pension Benefits		
Beginning of Year		81,717,356
End of Year	**$**	**88,929,197**

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

NOTES TO FINANCIAL STATEMENTS

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.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. FINANCIAL REPORTING ENTITY (CONTINUED)

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.

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 fifth 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.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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.

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.

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 S*pecial 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.

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

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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

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.

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") and the Florida Fixed Income Trust ("FIT") which is a local government investment pool created as a public entity investment trust organized under the law of the State of Florida, Section 163.01, Florida Statutes. Cash balances and the requirements of all funds are considered in determining the amount to be invested.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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

1. Pooled Cash, Cash Equivalents and Investments (continued)

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. Florida FIT is not operated in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940. Hence, the fair value of the Village's balance in this pool is determined by the fair value per share of each pool's underlying portfolio as permitted by GASB Statement No. 31. The pool maintain a $1.00 net asset value.

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 net realizable value 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.

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.

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 102.

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.

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.

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.

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. The authority to assign fund balance rests with the Village Manager.
- 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.

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)

When an expenditure is incurred for purposes for which both restricted and unrestricted net position is available, the Village considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balance are available, the Village considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the Village Council has provided otherwise in its commitment or assignment actions by either an ordinance or resolution.

Minimum Fund Balance Policy: Effective October 1, 2024, the Village target unassigned balance is a range of 25% to 30% of the total General Fund Expenditure Budget (less transfers to other funds). If prior committed or assigned fund balance causes the unassigned fund balance to fall below 25% of general fund operating expenditures, the Village Manager will advise Village Council in order for the necessary action to be taken to restore the unassigned balance to 25% of General Fund operating expenditures. If the Village's unassigned fund balance exceeds the 30% target range, the Village will suggest establishing or increasing assigned fund balances for disaster recovery, capital project funding or for other non-recurring expenditures.

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.

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

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.

The assessed value of property within the corporate limits of the Village, upon which the 2024/2025 levy was based, was approximately $2.072 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 2024/2025 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, 2025, was 3.5000 and the debt service millage was 0.2121, for a total millage of 3.7121. 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.

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)

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, 2025, 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 (2023/2024) 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.

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, 2025, the Village adopted an operating millage rate of 3.5000, resulting in a total tax levy of $7,250,983 for 2025, and decrease of approximately 0.08% from the operating property tax levy for 2024.

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 $264,267 from the State of Florida for the Police Officers Pension Plan for the fiscal year ended September 30, 2025. The on-behalf payments are recorded as intergovernmental revenue and public safety expenses/ expenditures in the government-wide and General Fund financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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

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.

18. Implementation of New GASB Statements

The Governmental Accounting Standards Board has issued new Statements effective in the current year. The below reflects new statements implemented by the Village.

- GASB Statement No. 101, *Compensated Absences*, updates 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 was implemented by the Village for fiscal year ended September 30, 2025; however, there was no significant impact to the Village.
- 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 was implemented by the Village for fiscal year ended September 30, 2025; however, there was no significant impact to the Village.

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	$ 31,493,884	$ --	$ 31,493,884
Business-type activities	46,378,691	--	46,378,691
Total Statement of Net Position	**77,872,575**	**--**	**77,872,575**
Fiduciary Funds	2,359,825	86,559,535	88,919,360
Total Deposits and Investments	**$ 80,232,400**	**$ 86,559,535**	**$ 166,791,935**

DEPOSITS

In addition to insurance provided by the Federal Depository 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.

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 and/or any intergovernmental investment pool (LGIP) authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in s. 163.01;

b. U.S. Government obligations, U.S. Government Agency obligations, and U.S. Government sponsored enterprises;

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

INVESTMENTS (CONTINUED)

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.

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, 2025 is as follows:

Investment Type	Village	Pension Trust Funds
Cash and Cash Equivalents		
Petty cash	$ 736	$ --
Deposits with financial institutions	18,037,515	1,525,272
Florida PRIME Fund	39,240,967	--
Florida FIT	20,593,357	--
Money market mutual funds	--	834,552
Total Cash and Cash Equivalents	**$ 77,872,575**	**$ 2,359,824**

The FL PRIME and FL FIT have established policies and guidelines regarding participant transactions and the authority for the Trustees to limit or restrict withdrawals from, or to impose penalties for early withdrawal, within their respective LGIP's. As of September 30, 2025, there were no redemption fees, maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100 percent of their account value.

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.

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

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.

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 mutual funds: Valued at the closing price reported on the active exchange on which the individual securities are traded.

Mutual funds taxable: Valued at the closing net asset value reported on the active exchange on which the investment fund is actively traded.

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

U.S. Treasury, mortgage 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).

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, 2025, 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, 2025, 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, 2025.

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, 2025. The fair value of the Pension Trust Funds investments at September 30, 2025 is summarized as follows:

	Level 1	Level 2	Level 3	Total
Equity Securities Mutual Funds				
Domestic equity securities and mutual funds	$ 49,208,568	$ --	$ --	$ 49,208,568
Foreign equity securities and mutual funds	9,340,493	--	--	9,340,492
Total Equity Securities Mutual Funds	**58,549,061**	**--**	**--**	**58,549,060**
Fixed Income Investments				
U.S. treasury securities	--	4,051,877	--	4,051,877
Mortgage backed securities	--	3,628,828	--	3,628,828
Corporate bonds	--	387,147	--	387,147
Mutual funds taxable	12,636,303	--	--	12,636,303
Total Fixed Income Investments	**12,636,303**	**8,067,852**	**--**	**20,704,155**
Total Investments by Level	**$ 71,185,364**	**$ 8,067,852**	**$ --**	79,253,215
Investment Measured at NAV				
Real estate investment account				7,306,320
Total Fair Value Investments				**$ 86,559,535**

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. Certain U.S. treasury securities, mortgage backed securities and corporate bonds 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, 2025 are summarized as follows:

Investment Type	NRSRO Rating	Reported Value
Village Investments		
Florida PRIME	AAAm	$ 39,240,967
Florida FIT	AAAf	20,593,357
Pension Trust Fund Investments		
U.S. treasury securities	AAA	3,239,567
U.S. treasury securities	Not Rated	812,310
Mortgage backed securities	Not Rated	3,628,828
Corporate bonds	A1	105,574
Corporate bonds	A3	107,749
Corporate bonds	Not Rated	173,824
Total		**$ 67,902,176**

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, 2025.

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

	Fair Value of Investment Maturities				
	Less Than One Year	One to Five Years	Six to Ten Years	More Than Ten Years	Total
Pension Fund Investments					
U.S. treasury securities	$ --	$ 770,564	$ 3,281,313	$ --	$ 4,051,877
Mortgage backed securities	--	--	--	3,628,828	3,628,828
Corporate bonds	--	107,749	279,398	--	387,147
Total	**$ --**	**$ 878,313**	**$ 3,560,711**	**$ 3,628,828**	**$ 8,067,852**

The SBA Florida PRIME Fund had a weighted average maturity of 47 days at September 30, 2025. The Florida FIT Fund had a weighted average maturity of 310 days at September 30, 2025. The fair value and weighted average maturity of the taxable mutual funds were $12,636,303 and ranging from 4.30 through 8.61 years, respectively, at September 30, 2025.

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, 2025, all investments were held by an independent custodian in the name of the Village, except the State Board of Administration Florida PRIME Fund, Florida FIT 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, 2025, four mutual fund investments of the Police Officers Pension Fund represented approximately 28.72%, 17.29%, 14.78%, and 13.93% of that Plan's net position and three mutual fund investments of the General Employees Pension Fund represented approximately 27.18%, 13.43%, and 12.19% 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.

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, 2025 are summarized as follows:

	Governmental Activities	Business-type Activities	Total
Receivables			
Accounts and other receivables	$ --	$ 3,583,881	$ 3,583,881
Intergovernmental and grants	1,454,347	--	1,454,347
Leases receivable	148,436	--	148,436
Gross Receivables	1,602,783	3,583,881	5,186,664
Less: allowance for uncollectible accounts	--	(106,352)	(106,352)
Net Receivables	**$ 1,602,783**	**$ 3,477,529**	**$ 5,080,312**

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, 2025, the lease agreement has 12 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, 2025, the value of the lease receivable is $34,938. 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, 2025 was $32,974, 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, 2025, the lease agreement has 34 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, 2025, the value of the lease receivable is $113,498. 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, 2025 was $113,127, and the Village recognized lease revenue of $39,927 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
2026	$ 74,876	$ 374	$ 75,250
2027	40,069	181	40,250
2028	33,491	50	33,541
Total	$ 148,436	$ 605	$ 149,041

NOTE 4 – CAPITAL ASSETS

Capital assets activity for the fiscal year ended September 30, 2025 was as follows:

	Beginning Balances	Additions	Deletions	Ending Balances
Governmental Activities				
Capital Assets Not Being Depreciated				
Land	$ 729,641	$ 4,141,360	$ --	$ 4,871,001
Infrastructure	5,532,268	--	--	5,532,268
Construction in progress	4,185,004	13,789,598	(2,693,529)	15,281,073
Total Capital Assets Not Being Depreciated	**10,446,913**	**17,930,958**	**(2,693,529)**	**25,684,342**
Capital Assets Being Depreciated/Amortized				
Buildings	10,272,706	159,125	--	10,431,831
Improvements other than Buildings	8,426,443	1,979,982	--	10,406,425
Machinery and equipment	9,058,010	1,084,497	(551,139)	9,591,368
Library materials and software	940,736	35,515	(14,348)	961,903
Leases (Right-of-use assets) - Equipment	115,319	--	--	115,319
Subscription arrangements	117,961	--	--	117,961
Total Capital Assets Being Depreciated/Amortized	**28,931,175**	**3,259,119**	**(565,487)**	**31,624,807**
Less: Accumulated Depreciation/Amortization for				
Buildings	(5,005,903)	(266,967)	--	(5,272,870)
Improvements other than Buildings	(3,101,787)	(466,915)	--	(3,568,702)
Machinery and equipment	(6,262,271)	(882,557)	529,202	(6,615,626)
Library materials and software	(582,886)	(81,335)	14,348	(649,873)
Leases (Right-of-use assets) - Equipment	(48,916)	(29,568)	--	(78,484)
Subscription arrangements	(53,856)	(33,553)	--	(87,409)
Total Accumulated Depreciation/Amortization	**(15,055,619)**	**(1,760,895)**	**543,550**	**(16,272,964)**
Governmental Activities Capital Assets, Net	**$ 24,322,469**	**$ 19,429,182**	**$ (2,715,466)**	**$ 41,036,185**

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	3,950,841	7,350,541	(2,887,473)	8,413,909
Total Capital Assets Not Being Depreciated	**5,271,474**	**7,350,541**	**(2,887,473)**	**9,734,542**
Capital Assets Being Depreciated/Amortized				
Buildings	4,123,650	260,270	--	4,383,920
Improvements other than Buildings	100,383,841	4,395,083	--	104,778,923
Intangible assets	7,174,063	--	--	7,174,063
Equipment and software	9,827,679	2,319,618	(388,633)	11,758,664
Leases (Right-of-use assets) - Equipment	28,378	--	--	28,378
Subscription arrangements	41,059	--	--	41,059
Total Capital Assets Being Depreciated/Amortized	**121,578,670**	**6,974,971**	**(388,633)**	**128,165,007**
Less: Accumulated Depreciation/Amortization for				
Buildings	(2,837,750)	(75,557)	--	(2,913,307)
Improvements other than Buildings	(56,370,942)	(2,895,218)	--	(59,266,159)
Intangible assets	(6,968,642)	--	--	(6,968,642)
Equipment and software	(5,189,400)	(741,257)	367,903	(5,562,754)
Leases (Right-of-use assets) - Equipment	(12,377)	(5,588)	--	(17,965)
Subscription arrangements	(41,059)	--	--	(41,059)
Total Accumulated Depreciation/Amortization	**(71,420,170)**	**(3,717,620)**	**367,903**	**(74,769,886)**
Business-type Activities Capital Assets, Net	**$ 55,429,974**	**$ 10,607,892**	**$ (2,908,203)**	**$ 63,129,663**

NOTE 4 – CAPITAL ASSETS (CONTINUED)

Depreciation/amortization expense for the fiscal year ended September 30, 2025 was charged to functions as follows:

Governmental Activities	
General government	$ 262,750
Public safety	716,121
Transportation	230,134
Culture/recreation	551,890
Total Depreciation/Amortization Expense - Governmental Activities	**$ 1,760,895**
Business-type Activities	
Water & sewer	$ 3,584,665
Stormwater utility	132,955
Total Depreciation/Amortization Expense - Business-type Activities	**$ 3,717,620**

NOTE 5 – LONG-TERM DEBT

CHANGES IN LONG-TERM DEBT

Changes in long-term debt for the fiscal year ended September 30, 2025 are summarized as follows:

	Beginning Balances	Additions	Deletions	Ending Balances	Due Within One Year
Governmental Activities					
General obligation note	$ 2,790,970	$ --	$ (344,030)	$ 2,446,940	$ 352,300
Compensated absences	1,105,657	983,566	(958,873)	1,130,350	126,023
Financed purchase (direct borrowing)	121,833	--	(60,239)	61,594	61,594
Leases (Right-of-use assets)	62,811	--	(28,572)	34,239	20,423
Subscription arrangements	58,655	--	(28,888)	29,767	29,767
Total Governmental Activities	**4,139,926**	**983,566**	**(1,420,602)**	**3,702,890**	**590,107**
Business-type Activities					
Promissory note	7,415,256	--	(732,120)	6,683,136	753,541
Compensated absences	336,667	257,610	(282,216)	312,061	862
Leases (Right-of-use assets)	16,016	--	(5,516)	10,500	5,497
Total Business-type Activities	**7,767,939**	**257,610**	**(1,019,852)**	**7,005,697**	**759,900**
Totals	**$ 11,907,865**	**$ 1,241,176**	**$ (2,440,454)**	**$ 10,708,587**	**$ 1,350,007**

NOTE 5 – LONG-TERM DEBT (CONTINUED)

GOVERNMENTAL ACTIVITIES

The governmental activities long-term debt consisted of the following at September 30, 2025:

$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			
2026	$ 352,300	$ 68,535	$ 420,835
2027	360,771	58,240	419,011
2028	369,445	47,698	417,143
2029	378,328	36,902	415,230
2030	387,424	25,847	413,271
2031-2032	598,672	17,459	616,131
Total	**$ 2,446,940**	**$ 254,681**	**$ 2,701,621**

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

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, 2025:

$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			
2026	$ 753,541	$ 188,696	$ 942,237
2027	775,588	166,649	942,237
2028	798,281	143,956	942,237
2029	821,637	120,600	942,237
2030	845,677	96,560	942,237
2031-2033	2,688,412	138,303	2,826,715
Total	**$ 6,683,136**	**$ 854,764**	**$ 7,537,900**

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, 2025 the Village was in compliance with the financial 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 14 active lease agreements as a Lessee as of September 30, 2025, which range in duration from approximately 3 months to 41 months. As of September 30, 2025, the value of the lease liability was $34,239. Principal and interest payments made during the fiscal year totaled $29,894. Required monthly fixed payments range from approximately $55 to $917. The value of the leases (right-to-use assets) as of September 30, 2025 is $115,319 with accumulated amortization of $78,484.

Business-type activities: The Village has 6 active lease agreements as a Lessee as of September 30, 2025, which range in duration from approximately 11 months to 29 months. As of September 30, 2025, the value of the lease liability was $10,500. Principal and interest payments made during the fiscal year totaled $5,826. Required monthly fixed payments range from approximately $74 to $114. The value of the leases (right-to-use assets) as of September 30, 2025 is $28,378 with accumulated amortization of $17,965.

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, 2025, are as follows:

	Governmental Activities			Business-Type Activities		
Fiscal Year Ending September 30	Principal	Interest	Total	Principal	Interest	Total
2026	$ 20,423	$ 658	$ 21,081	$ 5,497	$ 182	$ 5,679
2027	7,517	205	7,722	4,098	66	4,164
2028	5,610	62	5,672	905	4	909
2029	689	1	690	--	--	--
Total	**$ 34,239**	**$ 926**	**$ 35,165**	**$ 10,500**	**$ 252**	**$ 10,752**

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 has 3 active subscription arrangements as of September 30, 2025, which range in duration from approximately 3 months to 12 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, 2025, the value of the subscription arrangements liability was $29,767. Principal and interest payments made during the fiscal year totaled $30,842. Required monthly fixed payments range from approximately $14 to $2,556. The value of the subscription arrangements as of September 30, 2025 is $117,961 with accumulated amortization of $87,409.

Business-type activities: The Village had 2 subscription arrangements during the year-end September 30, 2025, which terminated as of prior year. 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, 2025, the value of the subscription arrangements liability was $0. Principal and interest payments made during the fiscal year totaled $0. The value of the subscription arrangements as of September 30, 2025 is $41,059 with accumulated amortization of $41,059.

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, 2025, are as follows:

	Governmental Activities		
Fiscal Year Ending September 30	Principal	Interest	Total
2026	$ 29,767	$ 905	$ 30,672
Total	**$ 29,767**	**$ 905**	**$ 30,672**

FINANCED PURCHASES (DIRECT BORROWING)

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

Assets	
Machinery & Equipment	$ 294,711
Accumulated depreciation	(235,769)
Carrying Value	$ 58,942

Future minimum payments and the present value of net minimum payments as of September 30, 2025 are as follows:

Fiscal Year Ending September 30,	
2026	$ 62,980
Total minimum payments	62,980
Less: amount representing interest	1,386
Total principal outstanding amount	$ 61,594

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 $7,537,900 at September 30, 2025. Utility net revenues available for debt service (as defined by the Series 2013 Note debt resolution) were $4,810,821.

INTEREST EXPENSE AND ARBITRAGE

Total interest costs incurred and paid on all Village debt for the fiscal year ended September 30, 2025 were $82,770 and $84,436, respectively, for governmental activities and $194,458 and $210,429, 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, 2025, the intangible rights had a net book value of $205,421 and were recorded with capital assets.

NOTE 7 – INTERFUND TRANSACTIONS

Interfund transfers for the fiscal year ended September 30, 2025 were as follows:

	Transfers In	Transfers Out
Fund		
General Fund	$ 3,487,508	$ 1,555,141
American Rescue Plan Fund	--	2,500,204
Lake Worth Road CRA Fund	306,712	--
Congress Ave CRA Fund	394,780	--
Water and Sewer Utility Fund	805,524	2,694,432
Stormwater Utility Fund	1,755,253	--
Total	**$ 6,749,777**	**$ 6,749,777**

Transfers from the Water & Sewer Utility Fund to the General Fund consisted of payments in lieu of franchise fees in the amount of $2,694,432. Transfers from the American Rescue Plan Fund to the General Fund consisted of costs related to revenue replacement in the amount of $793,076. Transfers from the American Rescue Plan Fund to the Enterprise Funds consisted of costs related to building renovations, IT network improvements and construction costs in the amount of $1,560,777. Transfers from the American Rescue Plan Fund to the Palm Springs CRA funds consisted of sewer costs in the amount of $146,351. Transfers from the General Fund to the Palm Springs CRA Funds consisted of tax increment financing of $555,141. Transfers from the General Fund to the Enterprise Funds consisted of costs related to stormwater improvements and drainage projects in the amount of $1,000,000.

ADVANCE FROM/TO OTHER FUNDS

The Village's General Fund advanced funds in the amount of $1,437,068 to the CRA for the purchase of property. The Village and the CRA have established via Resolution 2024-66 repayment of this advance to the CRA by the General Fund, with zero interest through the fiscal year ending September 30, 2045. The repayment of the advance entails payment in the amount of $71,853 annually. The outstanding advance payable to the General Fund totaled $1,437,068, at September 30, 2025.

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.

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 (benefit) related to these retirement plans at September 30, 2025 are summarized as follows:

	General Employees Pension Plan	Police Officers Pension Plan	FRS Pension Plan	HIS Pension Plan	Total
Net Pension Liability (Asset)	$ (8,675,690)	$ (6,081,110)	$ 10,132,287	$ 3,704,988	$ (919,525)
Deferred outflows of resources	76,835	--	4,389,931	806,136	5,272,902
Deferred inflows of resources	3,449,992	3,964,405	1,714,299	905,102	10,033,798
Pension Expense (Income)	(761,931)	(1,829,137)	(530,135)	5,258	(3,115,945)

VILLAGE PENSION PLANS

The Village sponsored two separate single-employer defined benefit plans for fiscal year 2025: 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.

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

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.

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	10/1/2025	10/1/2024		
Accounting Policies and Plan Assets				
Authority	Village Ordinance	Village Ordinance/State Statute		
Asset valuation method	5-year smoothed market	4-year smoothed market		
Plan reserves	None	None		
Long-term receivables	None	None		
Membership and Plan Provisions				
Members:				
Active participants	24	6		
Retirees and beneficiaries	51	45		
Terminated vested	36	8		
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%
Years to vest	10	10	10	10

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

The actuarial required contribution amounts for both plans are determined based on the October 1, 2023 actuarial valuation date. Relevant information is as follows:

Actuarial Contributions (as a Percentage of Covered Payroll)		
Village	25.1%	41.5%
State	N/A	34.0%
Participants	3.0%	6.6%
Required contributions	$ 412,841	$ 554,276
Contributions made	$ 491,720	$ 586,710

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

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Investments (continued)

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, 2025. The asset allocation policy adopted by each pension plans' Board at September 30, 2025 was as follows:

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

Summary of Significant Accounting Policies

Rate of Return: For the fiscal year ended September 30, 2025, the annual money-weighted rate return on each pension plans' investments, net of investment expenses, was 11.17% and 7.33% 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, 2025 was $840,119. The General Employees Pension Plan has no DROP.

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

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, 2025 and October 1, 2024, respectively, were as follows:

	General Employees	Police Officers
Total pension liability	$ 31,677,129	$ 42,495,418
Less: Plan fiduciary net position*	(40,352,819)	(48,576,528)
Net Pension Liability (Asset)	**$ (8,675,690)**	**$ (6,081,110)**
Plan fiduciary net position as a percentage of the total pension liability	**127.4%**	**114.3%**

* Plan fiduciary net position noted above for the Police Officers Pension Plans for 2025 included $150 related to accounts payable balances.

Actuarial Assumptions: The total pension liabilities for the General Employees and Police Officers Pension Plans were determined by actuarial valuations as of October 1, 2025 and October 1, 2024, 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	10/1/2025	10/1/2024
Measurement date	9/30/2025	9/30/2025
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	2.5% / year	2.5% / year
Cost of living adjustments	3.0%	3.0%
Mortality rates	PubG.H-2010	PUB-2010

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Net Pension Liability (Asset) (continued)

	General Employees	Police Officers
Amortization		
Method	Level dollar	Level percent of payroll
Period	5 years	15 years
Open/Closed	Closed	Closed

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, 2025 (see the discussion of each pension plan's investment policy) are summarized in the following table:

	Long-Term Expected Real Rate of Return	
	General Employees	Police Officers
Asset Class		
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% and the Police Officers Pension Plan was 6.75%. 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

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Net Pension Liability (Asset) (continued)

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.

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, 2025:

	Increase (Decrease)		
General Employees Pension Plan	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability (Asset)
Balances at October 1, 2024	**$ 30,952,232**	**$ 36,820,410**	**$ (5,868,178)**
Changes for the current year:			
Service cost	358,643	--	358,643
Interest	1,845,707	--	1,845,707
Difference between expected and actual experience	(708,948)	--	(708,948)
Change of assumptions	332,951	--	332,951
Contributions - Village	--	491,720	(491,720)
Contributions - employee	--	58,703	(58,703)
Net investment income	--	4,149,413	(4,149,413)
Benefit payments, including refunds of employee contributions	(1,103,456)	(1,103,456)	--
Administration expenses	--	(63,971)	63,971
Net Changes	**724,897**	**3,532,409**	**(2,807,512)**
Balances at September 30, 2025	**$ 31,677,129**	**$ 40,352,819**	**$ (8,675,690)**

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, 2025:

	Increase (Decrease)		
Police Officers Pension Plan	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability (Asset)
Balances at October 1, 2024	**$ 41,467,494**	**$ 44,897,224**	**$ (3,429,730)**
Changes for the current year:			
Service cost	205,496	--	205,496
Interest	2,755,351	--	2,755,351
Difference between expected and actual experience	(73,862)	--	(73,862)
Contributions - Village	--	322,443	(322,443)
Contributions - State of Florida	--	264,267	(264,267)
Contributions - employee	--	51,274	(51,274)
Net investment income	--	4,986,446	(4,986,446)
Benefit payments, including refunds of employee contributions	(1,859,061)	(1,859,061)	--
Administration expenses	--	(86,065)	86,065
Net Changes	**1,027,924**	**3,679,304**	**(2,651,380)**
Balances at September 30, 2025	**$ 42,495,418**	**$ 48,576,528**	**$ (6,081,110)**

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, 2025, 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	$ (4,318,441)	$ (8,675,690)	$ (12,266,292)
Police Officers Pension Plan	$ (857,902)	$ (6,081,110)	$ (10,385,791)

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

General Employees Pension Plan: For the fiscal year ended September 30, 2025, the Village recognized pension expense (income) of $(1,056,430). At September 30, 2025, the Village reported deferred inflows/outflows of resources related to the General Employees pension from the following sources:

General Employees Pension Plan	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	$ --	$ 163,603
Changes in assumptions	76,835	--
Net difference between projected and actual investment earnings on pension plans	--	3,286,389
Balances at September 30, 2025	**$ 76,835**	**$ 3,449,992**

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

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

Police Officers Pension Plan: For the year ended September 30, 2025, the Village recognized pension expense (income) of $(1,242,427). At September 30, 2025, the Village reported deferred inflows/outflows of resources related to the Police Officers pension from the following sources:

Police Officers Pension Plan	Deferred Outflows	Deferred Inflows
Net difference between projected and actual investment earnings on pension plans	$ --	$ 3,964,405
Balances at September 30, 2025	**$ --**	**$ 3,964,405**

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		
2026	$ (186,903)	$ (163,519)
2027	(1,458,777)	(1,838,562)
2028	(1,335,738)	(1,562,325)
2029	(391,739)	(399,999)
Total	**$ (3,373,157)**	**$ (3,964,405)**

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 fiscal year ended September 30, 2025, are as follows:

Statement of Fiduciary Net Position

	General Employees	Police Officers
Assets		
Cash and cash equivalents	$ 1,591,456	$ 768,368
Receivables:		
Interest and dividends	47,712	13,596
Investments:		
U.S. treasury securities	4,051,877	--
Mortgage backed securities	3,628,828	--
Corporate bonds	387,147	--
Mutual fund taxable	2,012,910	10,623,393
Equity securities mutual funds	25,657,437	32,891,623
Real estate investment account	2,996,326	4,309,994
Total investments	**38,734,525**	**47,825,010**
Total Assets	**40,373,693**	**48,606,974**
Liabilities		
Accounts payable	20,874	30,596
Total Liabilities	**20,874**	**30,596**
Net Position Restricted for Pension Benefits	**$ 40,352,819**	**$ 48,576,378**

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	$ 491,720	$ 322,443
Plan members	58,703	51,274
State contributions	--	264,267
Total Contributions	**550,423**	**637,984**
Investment income:		
Interest	239,606	12,727
Dividends	517,175	802,155
Net appreciation in fair value of investments	3,436,795	4,195,825
Total Investment Income:	**4,193,576**	**5,010,707**
Less: Investment expenses	(34,227)	(17,091)
Net Investment Income	**4,159,349**	**4,993,616**
Total Additions	**4,709,772**	**5,631,600**
Deductions		
Administration	73,778	93,236
Benefits	1,103,456	1,859,061
Total Deductions	**1,177,234**	**1,952,297**
Change In Plan Net Position	**3,532,538**	**3,679,303**
Net Position Restricted for Pension Benefits at October 1, 2024	**36,820,281**	**44,897,075**
Net Position Restricted for Pension Benefits at September 30, 2025	**$ 40,352,819**	**$ 48,576,378**

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 $7.50. The monthly benefit payment is established by Section 112.363, Florida Statutes and is at least $45, but not more than $225.

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 13.63% of annual covered payroll for employees covered in the regular class, 34.52% for senior management class, 32.79% for special risk class (police officers), 58.68% for elected officials and 21.13% 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, 2025 were $2,561,701, 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

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, 2025, the Village reported a liability of $10,132,287 and $3,704,988 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, 2025, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2025 and July 1, 2024 for FRS and HIS, respectively. 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, 2025, the Village's FRS proportion was .032647799 percent, which was an increase of .030625511 percent from its proportion measured as of June 30, 2024. The HIS proportion was .028905822 percent at June 30, 2025, which was an increase of .022046285 percent from its proportion measured as of June 30, 2024.

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, 2025, the Village recognized pension income of $524,877 for FRS and HIS. At September 30, 2025, 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	$ 1,082,235	$ --
Assumption changes	1,176,622	--
Net difference between projected and actual earnings on pension plan investments	--	1,691,687
Change in proportion and differences between Village contributions and proportionate share of contributions	1,561,797	22,612
Village contributions subsequent to the measurement date	569,277	--
Balances at September 30, 2024	**$ 4,389,931**	**$ 1,714,299**

At September 30, 2025, 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	$ 22,116	$ 5,877
Assumption changes	32,793	896,141
Net difference between projected and actual earnings on pension plan investments	--	3,084
Change in proportion and differences between Village contributions and proportionate share of contributions	679,931	--
Village contributions subsequent to the measurement date	71,296	--
Balances at September 30, 2024	**$ 806,136**	**$ 905,102**

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 $640,573 resulting from Village contributions subsequent to the measurement date of June 30, 2025 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		
2026	$ 2,163,430	$ (4,784)
2027	210,368	(57,864)
2028	(72,842)	(41,062)
2029	(194,601)	(29,713)
Thereafter	--	(36,839)
Total	**$ 2,106,355**	**$ (170,262)**

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, 2025	July 1, 2024
Measurement date	June 30, 2025	June 30, 2025
Actuarial cost method	Individual Entry Age	Individual Entry Age
Amortization method	Level percent of pay, closed	Level percent of pay, closed
Equivalent single amortization period	30 years pre-July 2021; 20 years thereafter	30 years
Asset valuation method	5-year smoothed	5-year smoothed
Discount rate	6.7%	5.2%
Inflation	2.4%	2.4%
Salary increases, including inflation	3.5%	3.5%
Long-term expected rate of return, net of investment expenses	6.7%	N/A
Municipal bond rate	N/A	5.2%
Payroll growth	3.5%	3.5%
Cost of living adjustments	3.0% pre-July 2011; 0% thereafter	N/A
Mortality rates	PUB-2010 base table with Scale MP-2021	PUB-2010 base table with Scale MP-2021

The actuarial assumptions used in the July 1, 2024 and July 1, 2025 actuarial valuations were based on the results of an actuarial experience study for the period July 1, 2018 to June 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 3.93% for 2024 to 5.20% for 2025.

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	3.2%
Fixed income	5.4
Global equity	6.9
Real estate	7.1
Private equity	8.8
Strategic investments	6.1

Discount Rate: The discount rate used to measure the total pension liability of FRS at June 30, 2025 was 6.70% for FRS and 5.20% 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 5.20% was used to determine the total pension liability.

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, 2025, 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		
1.0% Decrease (5.70%)	Current Discount Rate (6.70%)	1.0% Increase (7.70%)	1.0% Decrease (4.20%)	Current Discount Rate (5.20%)	1.0% Increase (6.20%)
$ 19,884,457	**$ 10,132,287**	**$ 1,956,209**	**$ 4,177,970**	**$ 3,704,988**	**$ 3,308,306**

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, 2025.

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 $795 to a maximum of $1,661.

PLAN MEMBERSHIP

Membership in the Plan was comprised of the following at September 30, 2025 (measurement date), the date of the latest census data utilized for the actuarial valuation with an actuarial date of September 30, 2024:

Active employees	172
Retirees and beneficiaries receiving benefits	6
Inactive employees	--
Total Members	**178**

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

TOTAL OPEB LIABILITY

The Village's total OPEB liability of $1,200,539 was reported as of September 30, 2025 (measurement date), and was determined by an actuarial valuation as of September 30, 2024.

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	9/30/2024
Actuarial cost method	Entry age normal, level percent of pay
Assumptions	
Asset valuation method	N/A (1)
Discount Rate	4.50% (2)
Post-retirement benefit increases	None
Health care cost trend rate	7.0% per year initially, reduced annually to an ultimate rate of 4.5%
Inflation rate	2.5%
Projected salary increases	3.0%
Mortality rates	"PUB2010" mortality table with 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, 2025.

(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 Municipal Bond 20-year High Grade Rate Index as of September 30, 2025.

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, 2025:

Total OPEB Liability at October 1, 2024	**$**	**1,185,803**
Changes for the Current Year		
Service cost		57,797
Interest		49,752
Difference between expected and actual experience		(8,792)
Change in assumptions		(47,670)
Benefit payments		(36,351)
Net Changes		**14,736**
Balances at September 30, 2025	**$**	**1,200,539**

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 4.50%, as well as what the total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower (3.50%) or one percentage point higher (5.50%) than the current rate:

1.0% Decrease (3.50%)	Current Discount Rate (4.50%)	1.0% Increase (5.500%)
$ 1,319,095	**$ 1,200,539**	**$ 1,096,428**

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 7.0%, 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 (6.0%) or one percentage point higher (8.0%) than the current rate:

1.0% Decrease (6.0%)	Current Discount Rate (7.0%)	1.0% Increase (8.0%)
$ 1,088,936	**$ 1,200,539**	**$ 1,329,954**

Changes in Actuarial Assumptions: The discount rate increased from 4.06% for 2024 to 4.50% for 2025.

OPEB EXPENSE AND DEFERRED INFLOWS/OUTFLOWS OF RESOURCES RELATED TO OPEB

For the year ended September 30, 2025, the Village recognized OPEB expense of $150,790. At September 30, 2025, 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	$ 385,207	$ 9,623
Changes in assumptions	96,135	170,792
Balances at September 30, 2025	**$ 481,342**	**$ 180,415**

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
2026	$ 43,241
2027	43,241
2028	43,241
2029	43,241
2030	43,241
Thereafter	84,722
Total	**$ 300,927**

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.

NOTE 11 – COMMITMENTS AND CONTINGENCIES (CONTINUED)

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.

CONTRACT COMMITMENTS

Contract commitments consisted of the following at September 30, 2025:

	Total Project Authorization	Expended through September 30, 2025	Contract Retainage Payable at September 30, 2025	Balance to Complete
Governmental Activities				
Task #252 - New fishing dock for Royal Palm Park	$ 22,025	$ 18,043	$ --	$ 3,982
Task #269 - Police Building Expansion	17,124,991	12,189,837	454,534	4,480,620
Task #310 - Davis Road and Canal 10 Bridge Repairs	365,324	350,586	--	14,738
Task #314 - Intersection Imp - Davis & Greenbrier	735,682	734,800	--	882
Task #315 - Entranceway Imp - Greenbrier & Congress	672,363	610,330	25,109	36,924
Task #319 - Swale/Drainage Imp Alemeda & Davis	439,399	401,370	--	38,029
Task #329 - Property Purchase 275 Alemeda Drive	2,271,688	2,254,704	--	16,984
Task #337 - RMJ Maintenance	205,100	132,850	--	72,250
Task #346 - LAB Bldg Improvements	78,842	37,625	--	41,217
Task #353 - Lakewood Park Improvement - Soccer Field	40,400	40,400	--	--
Task #357 - Frost Lake Imp (FRDAP) fitness equip, security lighting, etc	50,411	50,411	--	--
Task #364 - Village Hall Space Needs	225,000	27,300	--	197,700
Task #365 - Plygrnd Equipment @ Sago Palm	172,189	172,189	--	--
Task #366 - Epoxy Floor @ Sago Park Plygrounds	10,100	10,100	--	--
Task #367 - LED Message Board Village Hall	79,900	79,900	--	--
Task #368 - Supply New Shelving Library	51,986	51,986	--	--
Task #369 - Fabricate and Install Benches and Tbls for Library	28,674	28,354	--	320
Task #370 - Shutter Up Industries	50,254	50,254	--	--
Task #371 - RMJ Contractors Village Hall Exterior Roof Coating	94,500	94,500	--	--
Task #378 - A/V Council Chamber Upgrades	72,000	23,238	--	48,762
Task #381 - Survey Services for Village Commons Park	90,469	90,469	--	--
Task #382 - RMS Contractor Village hall Blvd Exterior metal coat	14,000	14,000	--	--
Task #383 - Keshavarz & Associates	79,995	57,437	--	22,558
Task #384 - 3395 2nd Ave N	853,788	846,708	--	7,080
Task #386 - Sweet Life Roofing	13,000	13,000	--	--
Task #386 - 10th and Davis Street Improvements	18,754	18,754	--	--
Task #388 - 242 Cypress	655,996	655,996	--	--
Total Governmental Activities	**$ 24,516,831**	**$ 19,055,140**	**$ 479,643**	**$ 4,982,047**

NOTE 11 – COMMITMENTS AND CONTINGENCIES (CONTINUED)

CONTRACT COMMITMENTS (CONTINUED)

Business-type Activities	Total Project Authorization	Expended through September 30, 2025	Contract Retainage Payable at September 30, 2025	Balance to Complete
Water and Sewer Fund				
Task# 226 - SCADA Pratt WTP	$ 282,287	$ 279,667	$ --	$ 2,620
Task# 242 - Water Well #10 Replacement	881,274	881,274	--	--
Task# 262 - Well #9 Replacement	1,500,320	1,455,326	--	44,994
Task# 295 - Water Main FL Mango Phase II - PBC	154,028	127,230	--	26,798
Task# 304 - Well #13 Rehab	63,335	58,391	--	4,944
Task# 316 - Well #14 Replacement	741,333	697,843	34,803	8,688
Task# 317 - Kudza Lift Station Emergency Generator	537,950	533,615	--	4,335
Task# 321 - Main WTP - Replacement of Ammonia Feed System	463,685	426,415	37,270	--
Task# 322 - Pratt WTP - Replacement of Ammonia Feed System	464,680	439,329	--	25,351
Task# 323 - Emergency Generator for Well #14 & Well #13	147,842	120,996	26,846	--
Task# 330 - Lab/Main Control Bldg Renovations - MWTP	260,270	260,270	--	--
Task# 331 - EOC/Operations Building New - MWTP	437,874	364,984	--	72,890
Task# 334 - Vac Station Renovations (Monitoring & Valves)	1,436,319	1,269,814	--	166,505
Task# 339 - Replace Lime Feed System - Pratt WTP	261,403	206,922	5,543	48,938
Task# 342 - Water Mn Capacity Impr	94,070	94,070	--	--
Task# 343 - Main WTP=Paint All Structures	30,700	30,700	--	--
Task# 344 - Pratt WTP- Paint All Structures	30,000	30,000	--	--
Task# 362 - Kird Rd Water Main Relocation	47,248	47,248	--	--
Task# 375 - Area 4 Adcock Lane	44,675	44,675	--	--
Task# 376 - Pratt Miex and Slaker	65,802	65,802	--	--
Task# 377 - Pratt Miex and Slaker	98,040	98,040	--	--
Task# 379 - Vacuum Pump St # 2 Rehab	77,113	77,113	--	--
Task# 380 - Transmission System Impr	19,623	19,623	--	--
Task# 385 - Cresthaven-Jog Rd to M	48,900	48,900	--	--
Total Water and Sewer Fund	**8,188,770**	**7,678,246**	**104,462**	**406,062**
Stormwater Fund				
Task# 249 - Lakewood Road Stormwater Improvements East of Kirk Road	28,942	28,942	--	--
Task# 291 - Davis Rd Stormwater (Canal Rd to 10th Ave N)	2,131,631	2,012,676	--	118,955
Task# 293 - Lakewood Stormwater (W of Kirk Road)	1,670,262	--	--	1,670,262
Task# 311 - 2nd Ave Stormwater Improvement	3,685,262	3,660,691	--	24,571
Task# 333 - Bermuda Stormwater Improvements	117,465	62,238	--	55,227
Task# 361 - Dolan Road Stormwater (Congress to Davis)	112,883	112,883	--	--
Total Stormwater Fund	**7,746,445**	**5,877,430**	**--**	**1,869,015**
Total Business-type Activities	**$ 15,935,215**	**$ 13,555,676**	**$ 104,462**	**$ 2,275,077**

NOTE 12 – DEFICIT FUND BALANCE

The Village reported a deficit fund balance in the Lake Worth Road CRA of ($993,932). The deficit balance is expected to be rectified following a revision of the CRA budget in the fiscal year 2026.

REQUIRED SUPPLEMENTARY INFORMATION

VILLAGE OF PALM SPRINGS, FLORIDA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
Revenues				
Taxes				
Ad valorem taxes	$ 6,969,944	$ 6,969,944	$ 7,008,209	$ 38,265
Franchise fees	2,121,618	2,121,618	2,126,863	5,245
Utility service taxes	3,507,467	3,507,467	3,647,797	140,330
Business taxes	400,000	400,000	386,359	(13,641)
Total taxes	**12,999,029**	**12,999,029**	**13,169,228**	**170,199**
Permits				
Building permits	1,350,000	1,350,000	1,070,975	(279,025)
Other permits	102,500	102,500	48,052	(54,448)
Total permits	**1,452,500**	**1,452,500**	**1,119,027**	**(333,473)**
Intergovernmental				
State revenue sharing	1,507,687	1,507,687	1,537,269	29,582
Alcoholic beverage licenses	10,000	10,000	12,745	2,745
Municipal fuel tax refund	12,500	12,500	14,982	2,482
Local option gas tax	445,048	445,048	425,630	(19,418)
County occupational licenses	54,000	54,000	60,031	6,031
Half-cent sales tax	2,695,230	2,695,230	2,646,877	(48,353)
Local option sales tax	2,656,393	2,656,393	2,785,104	128,711
Grant revenue	584,432	584,432	826,414	241,982
Other intergovernmental revenue	112,000	112,000	98,942	(13,058)
Total intergovernmental	**8,077,290**	**8,077,290**	**8,407,994**	**330,704**
Charges for services				
General government	1,063,498	1,063,498	1,018,422	(45,076)
Public safety	380,571	380,571	377,091	(3,480)
Physical environment	1,763,920	1,763,920	1,790,031	26,111
Transportation	44,720	44,720	37,435	(7,285)
Culture/recreation	132,250	132,250	113,859	(18,391)
Total charges for services	**3,384,959**	**3,384,959**	**3,336,838**	**(48,121)**
Fines and forfeitures				
Judgements and fines	110,000	110,000	107,091	(2,909)
Other	186,200	186,200	189,565	3,365
Total fines and forfeitures	**296,200**	**296,200**	**296,656**	**456**
Contributions and donations	**50,975**	**50,975**	**36,325**	**(14,650)**

(Continued)

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
Miscellaneous				
Investment income	$ 1,300,000	$ 1,300,000	$ 1,645,757	$ 345,757
Facility rental	305,980	305,980	351,086	45,106
Miscellaneous revenue	38,000	38,000	72,288	34,288
Total miscellaneous	**1,643,980**	**1,643,980**	**2,069,131**	**425,151**
Total Revenues	**$ 27,904,933**	**$ 27,904,933**	**$ 28,435,199**	**$ 530,266**
Expenditures				
General government				
Legislative:				
Personal services	$ 59,048	$ 59,048	$ 58,699	$ 349
Operating	229,342	229,342	127,393	101,949
Non-operating	506,000	148,015	10,000	138,015
Total legislative	**794,390**	**436,405**	**196,092**	**240,313**
Executive:				
Personal services	1,147,726	1,147,726	1,068,106	79,620
Operating	191,133	191,133	93,846	97,287
Debt Service - Principal	1,024	1,024	1,025	(1)
Debt Service - Interest	95	95	94	1
Total executive	**1,339,978**	**1,339,978**	**1,163,071**	**176,907**
Financial administration:				
Personal services	966,011	926,011	983,548	(57,537)
Operating	86,745	126,745	107,359	19,386
Debt Service - Principal	918	918	917	1
Debt Service - Interest	36	36	35	1
Total financial administration	**1,053,710**	**1,053,710**	**1,091,859**	**(38,149)**
Legal:				
Operating	225,000	225,000	156,532	68,468
Total legal	**225,000**	**225,000**	**156,532**	**68,468**
Information technology:				
Personal services	764,906	764,906	652,678	112,228
Operating	545,813	551,813	603,204	(51,391)
Capital outlay	98,000	165,000	23,238	141,762
Debt Service - Principal	--	--	28,888	(28,888)
Total information technology	**1,408,719**	**1,481,719**	**1,308,008**	**173,711**
Other general government:				
Personal services	5,000	5,000	4,071	929
Operating	375,475	410,975	384,557	26,418
Capital outlay	225,000	1,305,458	1,561,214	(255,756)
Debt Service - Principal	1,292	1,292	865	427
Debt Service - Interest	7	7	2	5
Total other general government	**606,774**	**1,722,732**	**1,950,709**	**(227,977)**

(Continued)

VILLAGE OF PALM SPRINGS, FLORIDA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND (CONTINUED)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
Human Resources:				
Personal services	$ 522,404	$ 522,404	$ 408,737	$ 113,667
Operating	121,190	121,190	86,480	34,710
Debt Service - Principal	1,093	1,093	131	962
Debt Service - Interest	102	102	1,885	(1,783)
Total human resources	**644,789**	**644,789**	**497,233**	**147,556**
Total General Government	**6,073,360**	**6,904,333**	**6,363,504**	**540,829**
Public safety				
Planning, zoning and building:				
Personal services	1,039,958	1,471,797	1,176,047	295,750
Operating	700,239	720,019	442,082	277,937
Non-operating	50,000	50,000	--	50,000
Debt Service - Principal	1,179	2,053	2,054	(1)
Debt Service - Interest	16	61	60	1
Total planning, zoning and building	**1,791,392**	**2,243,930**	**1,620,243**	**623,687**
Law enforcement:				
Personal services	11,666,801	11,234,962	10,656,644	578,318
Operating	1,221,248	1,201,468	1,026,510	174,958
Capital outlay	14,307,572	14,307,572	12,622,248	1,685,324
Debt Service - Principal	66,326	65,452	62,589	2,863
Debt Service - Interest	197	152	2,874	(2,722)
Total law enforcement	**27,262,144**	**26,809,606**	**24,370,865**	**2,438,741**
Total Public Safety	**29,053,536**	**29,053,536**	**25,991,108**	**3,062,428**
Physical environment				
Sanitation services:				
Operating	1,759,667	1,759,667	1,842,162	(82,495)
Total sanitation services	**1,759,667**	**1,759,667**	**1,842,162**	**(82,495)**
Total physical environment	**1,759,667**	**1,759,667**	**1,842,162**	**(82,495)**
Transportation				
Personal services	2,304,164	2,247,667	2,128,637	119,030
Operating	1,437,134	1,431,126	1,291,184	139,942
Capital outlay	2,575,000	3,531,599	2,185,917	1,345,682
Debt Service - Principal	630	630	629	1
Debt Service - Interest	58	58	57	1
Total transportation	**6,316,986**	**7,211,080**	**5,606,424**	**1,604,656**

(Continued)

VILLAGE OF PALM SPRINGS, FLORIDA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND (CONTINUED)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
Culture/recreation				
Library:				
Personal services	$ 840,679	$ 840,679	$ 754,200	$ 86,479
Operating	192,780	190,941	156,850	34,091
Capital outlay	63,500	98,339	138,277	(39,938)
Debt Service - Principal	1,098	1,098	1,097	1
Debt Service - Interest	97	97	97	--
Total library	**1,098,154**	**1,131,154**	**1,050,521**	**80,633**
Parks and recreation:				
Personal services	1,086,013	1,068,717	1,003,663	65,054
Operating	660,101	696,397	595,565	100,832
Capital outlay	180,000	380,985	366,998	13,987
Debt Service - Principal	19,505	19,505	19,504	1
Debt Service - Interest	744	744	744	--
Total parks and recreation	**1,946,363**	**2,166,348**	**1,986,474**	**179,874**
Special events:				
Operating	250,950	250,950	240,333	10,617
Total special events	**250,950**	**250,950**	**240,333**	**10,617**
Total culture/recreation	**3,295,467**	**3,548,452**	**3,277,328**	**271,124**
Total Expenditures	**$ 46,499,016**	**$ 48,477,068**	**$ 43,080,526**	**$ 5,396,542**
Excess (Deficiency) of Revenues over Expenditures	**(18,594,083)**	**(20,572,135)**	**(14,645,327)**	**(4,866,276)**
Other Financing Sources (Uses)				
Proceeds from sale of capital assets	--	--	15,729	15,729
Transfer in	$ 4,415,608	$ 6,393,660	$ 3,487,508	$ (2,906,152)
Subsequent year appropriation	1,213,616	2,650,684	--	(2,650,684)
Appropriated from assigned for CIP	1,520,000	1,520,000	--	(1,520,000)
Appropriated from assigned for stormwater	1,000,000	1,000,000	--	(1,000,000)
Appropriated from restricted for sales tax	12,000,000	12,000,000	--	(12,000,000)
Transfer out	(1,555,141)	(2,992,209)	(1,555,141)	1,437,068
Total Other Financing Sources (Uses)	**$ 18,594,083**	**$ 20,572,135**	**$ 1,948,096**	**$ (18,624,039)**
Net Change in Fund Balance	**$ --**	**$ --**	**$ (12,697,231)**	**$ (12,697,231)**
Fund Balance - Beginning of Year			**40,933,477**	
Fund Balance - End of Year			**$ 28,236,246**	

VILLAGE OF PALM SPRINGS, FLORIDA
BUDGETARY COMPARISON SCHEDULE
AMERICAN RESCUE PLAN FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
Revenues				
Intergovernmental	$ --	$ --	$ 2,500,204	$ 2,500,204
Investment income	--	--	79,557	79,557
Total Revenues	**--**	**--**	**2,579,761**	**2,579,761**
Other Financing Sources (Uses)				
Transfers out	(6,435,383)	(7,519,341)	(2,500,204)	5,019,137
Appropriation of prior year's assets	6,435,383	7,519,341	--	(7,519,341)
Total Other Financing Sources (Uses)	**--**	**--**	**(2,500,204)**	**(2,500,204)**
Net Change in Fund Balance	$ --	$ --	79,557	**$ 79,557**
Fund Balance - Beginning			1,070,640	
Fund Balance - Ending			**$ 1,150,197**	

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO BUDGETARY COMPARISON SCHEDULES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

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 supplemental appropriations for the General Fund and in the amount of $2,870,215 adopted for the year ended September 30, 2025. There were no supplemental appropriations for the American Rescue Plan Fund and Palm Springs CRA. 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, 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

CONDITION RATING OF THE VILLAGE'S STREET SYSTEM

SEPTEMBER 30, 2025

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
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
2024	315,000	198,000	117,000
2025	310,000	215,000	95,000
Total	**$ 4,262,922**	**$ 2,776,106**	**$ 1,486,816**

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 2025 we are in year 4 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)	2025	2024	2023	2022	2021
Total Pension Liability					
Service cost	$ 358,643	$ 360,661	$ 364,141	$ 386,688	$ 366,284
Interest	1,845,707	1,778,628	1,798,473	1,748,479	1,761,821
Differences between expected and actual experience	(708,948)	90,540	(1,380,792)	(138,581)	(916,750)
Changes of assumptions	332,951	--	--	--	896,257
Benefit payments, including refunds	(1,103,456)	(1,120,085)	(1,095,311)	(1,188,292)	(1,094,834)
Net Change in Total Pension Liability	724,897	1,109,744	(313,489)	808,294	1,012,778
Total Pension Liability, Beginning of Fiscal Year	30,952,232	29,842,488	30,155,977	29,347,683	28,334,905
Total Pension Liability, End of Fiscal Year (a)	**$ 31,677,129**	**$ 30,952,232**	**$ 29,842,488**	**$ 30,155,977**	**$ 29,347,683**
Plan Fiduciary Net Position					
Contributions					
Employer	$ 491,720	$ 452,760	$ 570,220	$ 703,494	$ 1,057,688
Plan members	58,703	57,042	56,436	59,980	57,475
Other	--	--	--	2,135	--
Net investment income (loss)	4,149,413	6,555,918	2,346,287	(4,746,812)	5,373,469
Benefit payments, including refunds	(1,103,456)	(1,120,085)	(1,095,311)	(1,188,292)	(1,094,834)
Administrative expense	(63,971)	(58,467)	(60,616)	(62,174)	(128,202)
Net Change in Plan Fiduciary Net Position	3,532,409	5,887,168	1,817,016	(5,231,669)	5,265,596
Plan Fiduciary Net Position, Beginning of Fiscal Year	36,820,410	30,933,242	29,116,226	34,347,895	29,082,299
Plan Fiduciary Net Position, End of Fiscal Year (b)	**$ 40,352,819**	**$ 36,820,410**	**$ 30,933,242**	**$ 29,116,226**	**$ 34,347,895**
Net Pension Liability (Asset), End of Fiscal Year [(a)-(b)]	**$ (8,675,690)**	**$ (5,868,178)**	**$ (1,090,754)**	**$ 1,039,751**	**$ (5,000,212)**
Plan Fiduciary Net Position as a Percentage of Total Pension Liability (Asset)	**127.4%**	**119.0%**	**103.7%**	**96.6%**	**117.0%**
Covered Payroll	**$ 1,956,780**	**$ 1,901,413**	**$ 1,881,211**	**$ 1,999,311**	**$ 1,915,795**
Net Pension Liability (Asset) as a Percentage of Covered Payroll	**(443.4)%**	**(308.6)%**	**(58.0)%**	**52.0%**	**(261.0)%**

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.

2020	2019	2018	2017	2016
$ 357,165	$ 379,392	$ 371,772	$ 364,562	$ 339,321
1,794,729	1,776,251	1,728,787	1,685,440	1,583,402
(877,264)	(561,920)	(205,918)	(325,072)	(429,411)
(745,073)	913,998	866,043	777,414	2,358,552
(1,097,195)	(1,106,461)	(1,004,991)	(950,966)	(877,324)
(567,638)	1,401,260	1,755,693	1,551,378	2,974,540
28,902,543	27,501,283	25,745,590	24,194,212	21,219,672
$ 28,334,905	**$ 28,902,543**	**$ 27,501,283**	**$ 25,745,590**	**$ 24,194,212**
$ 933,633	$ 831,216	$ 862,047	$ 828,922	$ 1,088,264
55,317	53,804	59,854	64,047	72,094
--	--	--	--	--
2,179,210	808,285	2,291,631	2,674,644	2,139,230
(1,097,195)	(1,106,461)	(1,004,991)	(950,966)	(877,324)
(64,400)	(62,854)	(63,308)	(63,858)	(66,848)
2,006,565	523,990	2,145,233	2,552,789	2,355,416
27,075,734	26,551,744	24,406,511	21,853,722	19,498,306
$ 29,082,299	**$ 27,075,734**	**$ 26,551,744**	**$ 24,406,511**	**$ 21,853,722**
$ (747,394)	**$ 1,826,809**	**$ 949,539**	**$ 1,339,079**	**$ 2,340,490**
102.6%	**93.7%**	**96.5%**	**94.8%**	**90.3%**
$ 1,843,880	**$ 1,793,426**	**$ 1,995,144**	**$ 2,134,889**	**$ 2,403,161**
(40.5)%	**101.9%**	**47.6%**	**62.7%**	**97.4%**

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)	2025	2024	2023	2022	2021
Total Pension Liability					
Service cost	$ 205,496	$ 333,729	$ 334,782	$ 411,452	$ 500,477
Interest	2,755,351	2,747,030	2,561,142	2,330,268	2,409,210
Differences between expected and actual experience	(73,862)	592,527	714,944	123,716	(603,931)
Changes of assumptions	--	--	--	--	1,891,247
Benefit payments, including refunds	(1,859,061)	(1,631,451)	(2,167,329)	(2,118,739)	(1,062,865)
Net Change in Total Pension Liability	1,027,924	2,041,835	1,443,539	746,697	3,134,138
Total Pension Liability, Beginning of Fiscal Year	41,467,494	39,425,659	37,982,120	37,235,423	34,101,285
Total Pension Liability, End of Fiscal Year (a)	**$ 42,495,418**	**$ 41,467,494**	**$ 39,425,659**	**$ 37,982,120**	**$ 37,235,423**
Plan Fiduciary Net Position					
Contributions					
Employer and State	$ 586,710	$ 651,680	$ 603,263	$ 777,422	$ 665,125
Plan members	51,274	64,362	73,129	79,142	103,033
Net investment income (loss)	4,986,446	8,314,052	3,718,261	(5,564,799)	7,436,354
Benefit payments, including refunds	(1,859,061)	(1,631,451)	(2,167,329)	(2,118,739)	(1,062,865)
Administrative expense	(86,065)	(64,352)	(66,491)	(63,736)	(60,122)
Other	--	--	(5,737)	--	--
Net Change in Plan Fiduciary Net Position	3,679,304	7,334,291	2,155,096	(6,890,710)	7,081,525
Plan Fiduciary Net Position, Beginning of Fiscal Year	44,897,224	37,562,933	35,407,837	42,298,547	35,217,022
Plan Fiduciary Net Position, End of Fiscal Year (b)	**$ 48,576,528**	**$ 44,897,224**	**$ 37,562,933**	**$ 35,407,837**	**$ 42,298,547**
Net Pension Liability (Asset), End of Fiscal Year [(a)-(b)]	**$ (6,081,110)**	**$ (3,429,730)**	**$ 1,862,726**	**$ 2,574,283**	**$ (5,063,124)**
Plan Fiduciary Net Position as a Percentage of Total Pension Liability (Asset)	**114.3%**	**108.3%**	**95.3%**	**93.2%**	**113.6%**
Covered Payroll	**$ 776,880**	**$ 979,149**	**$ 1,108,024**	**$ 1,199,124**	**$ 1,561,115**
Net Pension Liability (Asset) as a Percentage of Covered Payroll	**(782.8)%**	**(350.3)%**	**168.1%**	**214.7%**	**(324.3)%**

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.

	2020	2019	2018	2017	2016
$	332,692	$ 339,484	$ 403,228	$ 427,032	$ 410,669
	2,313,118	2,205,109	2,143,645	2,068,372	1,944,254
	852,542	(264,614)	(279,697)	216,592	(181,834)
	(709,083)	197,669	124,812	80,318	76,322
	(1,009,708)	(1,020,976)	(965,600)	(938,667)	(888,548)
	1,779,561	1,456,672	1,426,388	1,853,647	1,360,863
	32,321,724	30,865,052	29,438,664	27,585,017	26,224,154
$	**34,101,285**	**$ 32,321,724**	**$ 30,865,052**	**$ 29,438,664**	**$ 27,585,017**
$	945,003	$ 1,576,472	$ 1,552,848	$ 1,543,986	$ 1,540,740
	109,215	106,132	103,813	116,150	123,992
	3,261,422	1,488,942	2,581,251	2,938,837	1,940,467
	(1,009,708)	(1,020,976)	(965,600)	(938,667)	(888,548)
	(67,813)	(52,501)	(64,481)	(55,453)	(64,671)
	--	--	--	--	--
	3,238,119	2,098,069	3,207,831	3,604,853	2,651,980
	31,978,903	29,880,834	26,673,003	23,068,150	20,416,170
$	**35,217,022**	**$ 31,978,903**	**$ 29,880,834**	**$ 26,673,003**	**$ 23,068,150**
$	**(1,115,737)**	**$ 342,821**	**$ 984,218**	**$ 2,765,661**	**$ 4,516,867**
	103.3%	**98.9%**	**96.8%**	**90.6%**	**83.6%**
$	**1,654,766**	**$ 1,608,072**	**$ 1,572,925**	**$ 1,759,837**	**$ 1,878,665**
	(67.4)%	**21.3%**	**62.6%**	**157.2%**	**240.4%**

VILLAGE OF PALM SPRINGS, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF VILLAGE CONTRIBUTIONS - PENSION TRUST FUNDS

General Employees Pension Fund

September 30,	2025	2024	2023	2022	2021
Actuarially determined contribution	$ 412,841	$ 415,951	$ 514,342	$ 429,329	$ 928,740
Contributions in relation to actuarially determined contribution	491,720	452,760	570,220	703,494	1,057,688
Contribution Deficiency (Excess)	**$ (78,879)**	**$ (36,809)**	**$ (55,878)**	**$ (274,165)**	**$ (128,948)**
Covered Payroll	**$ 1,956,780**	**$ 1,901,413**	**$ 1,881,211**	**$ 1,999,311**	**$ 1,915,795**
Contributions as a Percentage of Covered Payroll	**25.1%**	**23.8%**	**30.3%**	**35.2%**	**55.2%**

Police Officers Pension Fund

September 30,	2025	2024	2023	2022	2021
Actuarially determined contribution	$ 554,276	$ 512,226	$ 477,253	$ 666,528	$ 458,891
Contributions in relation to actuarially determined contribution	586,710	651,680	603,263	777,422	665,125
Contribution Deficiency (Excess)	**$ (32,434)**	**$ (139,454)**	**$ (126,010)**	**$ (110,894)**	**$ (206,234)**
Covered Payroll	**$ 776,880**	**$ 979,149**	**$ 1,108,024**	**$ 1,199,124**	**$ 1,561,115**
Contributions as a Percentage of Covered Payroll	**75.5%**	**66.6%**	**54.4%**	**64.8%**	**42.6%**

This schedule is presented as required by accounting principles generally accepted in the United States of America.

	2020	2019	2018	2017	2016
$	887,452	$ 809,354	$ 801,394	$ 777,969	$ 948,927
	933,633	831,216	862,047	828,922	1,088,264
$	**(46,181)**	**$ (21,862)**	**$ (60,653)**	**$ (50,953)**	**$ (139,337)**
$	**1,843,880**	**$ 1,793,426**	**$ 1,995,144**	**$ 2,134,889**	**$ 2,403,161**
	50.6%	**46.3%**	**43.2%**	**38.8%**	**45.3%**

	2020	2019	2018	2017	2016
$	758,756	$ 1,029,719	$ 1,235,835	$ 1,284,202	$ 1,341,587
	945,003	1,576,472	1,552,848	1,543,986	1,540,740
$	**(186,247)**	**$ (546,753)**	**$ (317,013)**	**$ (259,784)**	**$ (199,153)**
$	**1,654,766**	**$ 1,608,072**	**$ 1,572,925**	**$ 1,759,837**	**$ 1,878,665**
	57.1%	**98.0%**	**98.7%**	**87.7%**	**82.0%**

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,	2025	2024	2023	2022	2021
Village's proportion of the net pension liability	**0.03265%**	**0.03063%**	**0.02755%**	**0.02498%**	**0.02330%**
Village's proportionate share of the net pension liability	**$ 10,132,287**	**$ 11,847,388**	**$ 10,979,346**	**$ 9,295,994**	**$ 1,760,243**
Village's covered payroll	**$ 12,920,997**	**$ 11,463,034**	**$ 9,715,611**	**$ 8,091,992**	**$ 7,755,670**
Village's proportionate share of the net pension liability as a percentage of Village covered payroll	**78.4%**	**103.4%**	**113.0%**	**114.9%**	**22.7%**
Plan fiduciary net position as a percentage of the total pension liability	**87.3%**	**83.7%**	**82.4%**	**82.9%**	**96.4%**

SCHEDULE OF THE VILLAGE'S CONTRIBUTIONS
FLORIDA RETIREMENT SYSTEM PENSION PLAN

September 30th,	2025	2024	2023	2022	2021
Contractually required Village contribution	$ 2,068,615	$ 1,778,900	$ 1,417,183	$ 1,127,639	$ 932,724
Contributions in relation to the contractually required Village contribution	2,068,615	1,778,900	1,417,183	1,127,639	932,724
Contribution deficiency (excess)	**$ --**	**$ --**	**$ --**	**$ --**	**$ --**
Village covered payroll	**$ 13,521,719**	**$ 11,762,864**	**$ 10,143,963**	**$ 8,334,264**	**$ 7,910,743**
Contributions as a percentage of Village covered payroll	**15.3%**	**15.1%**	**14.0%**	**13.5%**	**11.8%**

This schedule is presented as required by accounting principles generally accepted in the United States of America.

2020	2019	2018	2017	2016	2015
0.02389%	**0.02507%**	**0.02345%**	**0.02335%**	**0.02208%**	**0.01871%**
$ 10,354,989	**$ 8,634,342**	**$ 7,064,764**	**$ 6,905,580**	**$ 5,574,897**	**$ 2,416,813**
$ 7,506,842	**$ 7,035,255**	**$ 6,322,362**	**$ 6,039,789**	**$ 5,488,748**	**$ 4,800,805**
137.9%	**122.7%**	**111.7%**	**114.3%**	**101.6%**	**50.3%**
78.8%	**82.6%**	**84.3%**	**83.9%**	**84.9%**	**92.0%**

2020	2019	2018	2017	2016	2015
$ 800,120	$ 799,161	$ 682,850	$ 617,847	$ 568,454	$ 474,857
800,120	799,161	682,850	617,847	568,454	474,857
$ --	**$ --**	**$ --**	**$ --**	**$ --**	**$ --**
$ 7,525,485	**$ 7,248,956**	**$ 6,401,551**	**$ 6,250,249**	**$ 5,586,304**	**$ 4,952,601**
10.6%	**11.0%**	**10.7%**	**9.9%**	**10.2%**	**9.6%**

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,	2025	2024	2023	2022	2021
Village's proportion of the net pension liability	**0.02891%**	**0.02705%**	**0.02470%**	**0.02337%**	**0.02203%**
Village's proportionate share of the net pension liability	**$ 3,704,988**	**$ 4,057,207**	**$ 3,921,926**	**$ 2,475,767**	**$ 2,702,347**
Village's covered payroll	**$ 12,920,997**	**$ 11,463,034**	**$ 9,715,611**	**$ 8,091,992**	**$ 7,755,670**
Village's proportionate share of the net pension liability as a percentage of Village covered payroll	**28.7%**	**35.4%**	**40.4%**	**30.6%**	**34.8%**
Plan fiduciary net position as a percentage of the total pension liability	**6.4%**	**4.8%**	**4.1%**	**4.8%**	**3.6%**

SCHEDULE OF THE VILLAGE'S CONTRIBUTIONS
RETIREE HEALTH INSURANCE SUBSIDY PROGRAM

September 30th,	2025	2024	2023	2022	2021
Contractually required Village contribution	$ 270,276	$ 235,064	$ 177,318	$ 146,656	$ 132,070
Contributions in relation to the contractually required Village contribution	270,276	235,064	177,318	146,656	132,070
Contribution deficiency (excess)	**$ --**	**$ --**	**$ --**	**$ --**	**$ --**
Village covered payroll	**$ 13,521,719**	**$ 11,762,864**	**$ 10,143,963**	**$ 8,334,264**	**$ 7,910,743**
Contributions as a percentage of Village covered payroll	**2.0%**	**2.0%**	**1.7%**	**1.8%**	**1.7%**

This schedule is presented as required by accounting principles generally accepted in the United States of America.

2020	2019	2018	2017	2016
0.02168%	**0.02103%**	**0.01938%**	**0.01902%**	**0.01783%**
$ 2,647,593	**$ 2,353,345**	**$ 2,051,623**	**$ 2,034,112**	**$ 2,078,426**
$ 7,506,842	**$ 7,035,255**	**$ 6,322,362**	**$ 6,039,789**	**$ 5,488,748**
35.3%	**33.5%**	**32.5%**	**33.7%**	**37.9%**
3.0%	**2.6%**	**2.1%**	**1.6%**	**1.0%**

2020	2019	2018	2017	2016
$ 125,265	$ 120,348	$ 106,426	$ 101,046	$ 95,521
125,265	120,348	106,426	101,046	95,521
$ --	**$ --**	**$ --**	**$ --**	**$ --**
$ 7,525,485	**$ 7,248,956**	**$ 6,401,551**	**$ 6,250,249**	**$ 5,586,304**
1.7%	**1.7%**	**1.7%**	**1.6%**	**1.7%**

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
2025	11.17 %	7.33 %
2024	21.51 %	9.24 %
2023	8.01 %	6.19 %
2022	(14.10)%	4.99 %
2021	18.29 %	11.19 %
2020	7.71 %	8.97 %
2019	2.86 %	4.84 %
2018	9.18 %	9.56 %
2017	11.99 %	12.51 %
2016	10.53 %	9.24 %

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)	2025	2024	2023	2022	2021	2020	2019	2018
Total OPEB Liability								
Service cost	$ 57,797	$ 49,424	$ 46,099	$ 66,483	$ 28,412	$ 24,075	$ 25,178	$ 23,702
Interest	49,752	42,209	37,846	12,960	18,941	16,602	16,054	15,113
Differences between expected and actual experience	(8,792)	184,696	34,913	353,518	--	(3,180)	--	2,109
Changes of assumptions	(47,670)	60,934	(7,186)	(204,764)	--	88,007	--	--
Benefit payments	(36,351)	(36,351)	(40,395)	(40,395)	--	(21,563)	(15,519)	(14,609)
Net Change in Total OPEB Liability	14,736	300,912	71,277	187,802	47,353	103,941	25,713	26,315
Total OPEB Liability, Beginning of Fiscal Year	1,185,803	884,891	813,614	625,812	578,459	474,518	448,805	422,490
Total OPEB Liability, End of Fiscal Year	**$ 1,200,539**	**$ 1,185,803**	**$ 884,891**	**$ 813,614**	**$ 625,812**	**$ 578,459**	**$ 474,518**	**$ 448,805**
Village Covered Employee Payroll	**$ 16,836,184**	**$ 14,833,310**	**$ 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	**7.1%**	**8.0%**	**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 - 2025	4.50%
Discount rate - 2024	4.06%
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, 2025

	Special Revenue				
	Law Enforcement Fund	Lake Worth Road CRA	Congress Ave CRA	Debt Service Fund	Total Nonmajor Governmental Funds
Assets					
Cash and cash equivalents	$ 91,828	$ 515,429	$ 1,055,716	$ 299,287	$ 1,962,260
Accounts receivable	--	--	481,721	--	481,721
Total Assets	**$ 91,828**	**$ 515,429**	**$ 1,537,437**	**$ 299,287**	**$ 2,443,981**
Liabilities					
Accounts payable	$ 42	$ 72,293	$ 481,400	$ 170	$ 553,905
Advances from other funds	--	1,437,068	-	--	1,437,068
Total Liabilities	**42**	**1,509,361**	**481,400**	**170**	**1,990,973**
Fund Balances					
Restricted for:					
Law enforcement	91,786	--	--	--	91,786
Congress Ave CRA	--	--	1,056,037	--	1,056,037
Debt service	--	--	--	299,117	299,117
Unassigned (deficit)	--	(993,932)	--	--	(993,932)
Total Fund Balances	**91,786**	**(993,932)**	**1,056,037**	**299,117**	**453,008**
Total Liabilities and Fund Balances	**$ 91,828**	**$ 515,429**	**$ 1,537,437**	**$ 299,287**	**$ 2,443,981**

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, 2025

	Special Revenue				
	Law Enforcement Fund	Lake Worth Road CRA	Congress Ave CRA	Debt Service Fund	Total Nonmajor Governmental Funds
Revenues					
Taxes	$ --	$ 306,654	$ 247,734	$ 425,389	$ 979,777
Investment income	2,616	18,862	28,444	13,134	63,056
Confiscated property	5,323	--	--	--	5,323
Miscellaneous	--	--	591,553	--	591,553
Total Revenues	**7,939**	**325,516**	**867,731**	**438,523**	**1,639,709**
Expenditures					
Current:					
Economic environment	--	108,802	768,732	--	877,534
Capital outlay	--	2,121,701	--	--	2,121,701
Debt service:					
Principal	--	--	--	344,030	344,030
Interest and other fiscal charges	--	--	--	78,588	78,588
Total Expenditures	**--**	**2,230,503**	**768,732**	**422,618**	**3,421,853**
Excess (Deficiency) of Revenues over Expenditures	**7,939**	**(1,904,987)**	**98,999**	**15,905**	**(1,782,144)**
Other Financing Sources					
Transfers in	--	306,712	394,780	--	701,492
Change in Fund Balances	7,939	(1,598,275)	493,779	15,905	(1,080,652)
Fund Balances - Beginning of Year	83,847	604,343	562,258	283,212	1,533,660
Fund Balances - End of Year	**$ 91,786**	**$ (993,932)**	**$ 1,056,037**	**$ 299,117**	**$ 453,008**

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, 2025

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
Revenues				
Ad valorem taxes	$ 555,141	$ 555,141	$ 554,388	$ (753)
Investment income	19,500	19,500	47,306	27,806
Other revenues	1,000,000	1,000,000	591,553	(408,447)
Total Revenues	**1,574,641**	**1,574,641**	**1,193,247**	**(381,394)**
Expenditures				
Economic environment:				
Operating	1,661,772	1,705,567	871,044	834,523
Capital outlay	1,375,609	2,867,677	2,121,701	745,976
Non-operating	300,000	156,119	6,490	149,629
Total Expenditures	**3,337,381**	**4,729,363**	**2,999,235**	**1,730,128**
Excess (Deficiency) of Revenues over Expenditures	**(1,762,740)**	**(3,154,722)**	**(1,805,988)**	**1,348,734**
Other Financing Sources				
Transfers in	975,411	2,412,479	701,492	(1,710,987)
Appropriation of prior year's fund balance	787,329	742,243	--	(742,243)
Total Other Financing Sources	**1,762,740**	**3,154,722**	**701,492**	**(2,453,230)**
Net Change in Fund Balance	$ --	$ --	(1,104,496)	**$ (1,104,496)**
Fund Balance - Beginning			1,166,601	
Fund Balance - Ending			**$ 62,105**	

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, 2025

	General Employees Pension Fund	Police Officers Pension Fund	Total Pension Funds
Assets			
Cash and cash equivalents	$ 1,591,456	$ 768,368	$ 2,359,824
Receivables:			
Interest and dividends	47,712	13,596	61,308
Investments:			
U.S. treasury securities	4,051,877	--	4,051,877
Mortgage backed securities	3,628,828	--	3,628,828
Corporate bonds	387,147	--	387,147
Mutual funds taxable	2,012,910	10,623,393	12,636,303
Equity securities mutual funds	25,657,437	32,891,623	58,549,060
Real estate investment account	2,996,326	4,309,994	7,306,320
Total investments	**38,734,525**	**47,825,010**	**86,559,535**
Total Assets	**40,373,693**	**48,606,974**	**88,980,667**
Liabilities			
Accounts payable	20,874	30,596	51,470
Total Liabilities	**20,874**	**30,596**	**51,470**
Net Position Restricted for Pension Benefits	**$ 40,352,819**	**$ 48,576,378**	**$ 88,929,197**

VILLAGE OF PALM SPRINGS, FLORIDA
COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	General Employees Pension Fund	Police Officers Pension Fund	Total Pension Funds
Additions			
Contributions			
Employer	$ 491,720	$ 322,443	$ 814,163
Plan members	58,703	51,274	109,977
State of Florida	--	264,267	264,267
Total Contributions	**550,423**	**637,984**	**1,188,407**
Investment Income			
Interest	239,606	12,727	252,333
Dividends	517,175	802,155	1,319,330
Net appreciation in fair value of investments	3,436,795	4,195,825	7,632,620
Total Investment Income:	**4,193,576**	**5,010,707**	**9,204,283**
Less: Investment expenses	(34,227)	(17,091)	(51,318)
Net Investment Income	**4,159,349**	**4,993,616**	**9,152,965**
Total Additions	**4,709,772**	**5,631,600**	**10,341,372**
Deductions			
Administration expenses	73,778	93,236	167,014
Benefits paid	1,103,456	1,859,061	2,962,517
Total Deductions	**1,177,234**	**1,952,297**	**3,129,531**
Change in Plan Net Position	**3,532,538**	**3,679,303**	**7,211,841**
Net Position Restricted for Pension Benefits			
Beginning of Year	36,820,281	44,897,075	81,717,356
End of Year	**$ 40,352,819**	**$ 48,576,378**	**$ 88,929,197**

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, 2025

Fiscal Year Ending September 30,	Governmental Activities General Obligation Note Payable	Business-type Activities Promissory Note Payable	Total
2026	$ 420,835	$ 942,237	$ 1,363,072
2027	419,011	942,237	1,361,248
2028	417,143	942,237	1,359,380
2029	415,230	942,237	1,357,467
2030	413,271	942,237	1,355,508
2031	411,266	942,237	1,353,503
2032	204,865	942,237	1,147,102
2033	--	942,241	942,241
Total	**$ 2,701,621**	**$ 7,537,900**	**$ 10,239,521**

VILLAGE OF PALM SPRINGS, FLORIDA
$6,477,462 GENERAL OBLIGATION NOTE, DATED FEBRUARY 24, 2012

Fiscal Year Ending 30,	Principal		Interest			Interest
	February 1	August 1	February 1	August 1	Total	Rate
2026	$ 175,104	$ 177,196	$ 35,539	$ 32,996	$ 420,835	2.905 %
2027	179,314	181,457	30,422	27,818	419,011	2.905
2028	183,626	185,820	25,182	22,515	417,143	2.905
2029	188,040	190,287	19,817	17,086	415,230	2.905
2030	192,561	194,863	14,322	11,525	413,271	2.905
2031	197,191	199,549	8,695	5,831	411,266	2.905
2032	201,932	--	2,933	--	204,865	2.905
Total	**$ 1,317,768**	**$ 1,129,172**	**$ 136,910**	**$ 117,771**	**$ 2,701,621**	

VILLAGE OF PALM SPRINGS, FLORIDA

$14,352,351 WATER AND SEWER PROMISSORY NOTE, DATED APRIL 15, 2013

Fiscal Year Ending	Principal		Interest			Interest
September 30,	February 1	May 1	November 1	May 1	Total	Rate
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	51,329	45,231	942,237	2.905
2031	432,073	438,348	39,045	32,771	942,237	2.905
2032	444,714	451,173	26,405	19,945	942,237	2.905
2033	457,730	464,374	13,393	6,744	942,241	2.905
Total	**$ 3,317,479**	**$ 3,365,657**	**$ 451,474**	**$ 403,290**	**$ 7,537,900**	

STATISTICAL SECTION

STATISTICAL SECTION

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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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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 136-140

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..... 141-144

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..... 145-146

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 147-152

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	2016	2017	2018	2019
Governmental Activities				
Net investment in capital assets	$ 9,045,692	$ 9,696,530	$ 10,168,421	$ 12,007,314
Restricted	265,623	1,413,016	2,694,732	3,790,452
Unrestricted (deficit)	128,127	724,425	3,340,999	4,593,586
Total Governmental Activities Net Position	$ 9,439,442	$ 11,833,971	$ 16,204,152	$ 20,391,352
Business-type Activities				
Net investment in capital assets	$ 35,225,407	$ 34,619,498	$ 35,346,033	$ 36,936,597
Restricted	--	--	--	--
Unrestricted	18,310,727	23,050,351	26,410,896	29,391,851
Total Business-type Activities Net Position	$ 53,536,134	$ 57,669,849	$ 61,756,929	$ 66,328,448
Primary government				
Net investment in capital assets	$ 44,271,100	$ 44,316,028	$ 45,514,454	$ 48,943,911
Restricted	265,622	1,413,016	2,694,732	3,790,452
Unrestricted	18,438,854	23,774,776	29,751,895	33,985,437
Total Primary Government Net Position	$ 62,975,576	$ 69,503,820	$ 77,961,081	$ 86,719,800

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.

2020	2021	2022	2023	2024	2025
$ 14,490,482	$ 15,376,403	$ 15,677,381	$ 16,791,304	$ 21,269,752	$ 37,980,600
4,476,498	13,909,949	8,340,259	11,893,209	21,112,625	25,157,475
5,442,274	1,565,541	12,907,822	14,244,367	13,689,106	(680,550)
$ 24,409,254	$ 30,851,893	$ 36,925,462	$ 42,928,880	$ 56,071,483	$ 62,457,525
$ 37,408,106	$ 37,241,000	$ 39,309,778	$ 42,673,893	$ 47,857,985	$ 56,277,648
--	2,341,869	--	486,913	2,576,130	3,983,280
32,816,459	35,918,194	41,504,677	44,014,722	44,436,269	42,826,353
$ 70,224,565	$ 75,501,063	$ 80,814,455	$ 87,175,528	$ 94,870,384	$ 103,087,281
$ 51,898,588	$ 52,617,403	$ 54,987,159	$ 59,465,197	$ 69,127,737	$ 94,258,248
4,476,498	16,251,818	8,340,259	12,380,122	23,688,755	29,140,755
38,258,733	37,483,735	54,412,499	58,259,089	58,125,375	42,145,803
$ 94,633,819	$ 106,352,956	$ 117,739,917	$ 130,104,408	$ 150,941,867	$ 165,544,806

VILLAGE OF PALM SPRINGS, FLORIDA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	2016	2017	2018
Expenses			
Governmental activities:			
General government	$ 2,066,477	$ 2,294,992	$ 2,211,693
Public safety	8,503,036	8,797,959	8,839,413
Physical environment	966,071	1,119,815	1,067,111
Transportation	1,703,726	2,214,506	1,787,841
Economic environment	--	--	--
Culture/recreation	1,998,486	1,925,521	1,875,636
Interest on long-term debt	130,337	123,644	133,395
Total Governmental Activities Expenses	15,368,133	16,476,437	15,915,089
Business-type activities:			
Water and Sewer Utility	12,980,353	13,870,807	14,465,968
Stormwater Utility	--	109,848	125,644
Total Business-type Activities Expenses	12,980,353	13,980,655	14,591,612
Total Primary Government Expenses	28,348,486	30,457,092	30,506,701
Program Revenues			
Governmental activities:			
Charges for services:			
General government	595,521	640,371	772,038
Public safety	1,297,305	1,335,980	1,492,961
Physical environment	1,078,923	1,090,501	1,109,491
Culture/recreation	353,494	383,402	267,262
Operating grants and contributions:			
General government	6,269	47,206	7,281
Public safety	97,117	70,454	31,083
Physical environment	12,553	22,208	5,731
Transportation	76,203	104,519	107,930
Culture/recreation	29,510	26,173	22,159
Capital grants and contributions:			
General government	27,642	292	9,936
Public safety	38,173	--	34,779
Physical environment	--	--	--
Transportation	6,288	148,881	--
Economic environment	--	--	--
Culture/recreation	--	--	--
Total Governmental Activities Program Revenues	3,618,998	3,869,987	3,860,651
Business-type activities:			
Charges for services:			
Water/Sewer Utility	18,010,253	19,159,149	19,920,293
Stormwater Utility	--	366,756	382,799
Operating grants and contributions:			
Water/Sewer Utility	--	--	--
Stormwater	--	--	--
Capital grants and contributions:			
Water and Sewer Utility	1,479,734	779,774	544,508
Total Business-type Activities Program Revenues	19,489,987	20,305,679	20,847,600
Total Primary Government Program Revenues	23,108,985	24,175,666	24,708,251
Net (Expense)/Revenue			
Governmental activities	(11,749,135)	(12,606,450)	(12,054,438)
Business-type activities	6,509,634	6,325,024	6,255,988
Total Primary Government Net Expense	$ (5,239,501)	$ (6,281,426)	$ (5,798,450)

2019	2020	2021	2022	2023	2024	2025
$ 2,835,997	$ 2,879,926	$ 2,999,956	$ 3,677,147	$ 4,136,272	$ 4,170,771	$ 5,250,988
9,970,520	9,446,884	8,375,773	10,186,285	13,121,283	12,185,143	11,654,897
1,075,033	1,173,626	1,317,299	1,456,330	1,586,290	1,720,917	1,842,162
2,093,367	2,201,178	2,126,730	2,414,448	2,853,355	3,040,001	3,529,510
--	--	63,160	343,657	221,748	257,315	878,233
1,986,225	1,644,442	1,602,340	2,165,153	2,561,413	2,984,144	3,157,243
133,416	124,680	115,737	121,693	102,292	92,746	82,770
18,094,558	17,470,736	16,600,995	20,364,713	24,582,653	24,451,037	26,395,803
15,383,962	15,595,379	15,044,454	16,155,764	18,947,014	20,465,575	19,697,097
87,898	12,885	120	1,092	101,283	154,585	289,838
15,471,860	15,608,264	15,044,574	16,156,856	19,048,297	20,620,160	19,986,935
33,566,418	33,079,000	31,645,569	36,521,569	43,630,950	45,071,197	46,382,738
866,346	938,452	1,138,393	1,141,981	1,302,773	1,396,361	1,231,971
1,997,624	1,055,961	1,589,620	2,462,350	2,347,921	2,795,049	1,950,239
1,133,848	1,147,017	1,157,652	1,180,423	1,574,780	1,792,507	1,790,031
285,825	102,789	137,533	187,916	166,587	223,013	172,683
368,408	69,606	57,459	41,191	49,001	--	19,430
35,217	38,517	32,822	62,761	82,086	--	90,247
2,015	461	--	16,391	--	--	--
111,168	114,504	117,939	121,476	125,120	129,528	133,745
25,188	17,166	16,528	7,676	12,845	--	108,307
6,993	16,578	59,729	27,644	30,748	--	12,231
30,446	35,840	26,362	47,057	--	--	44,288
--	--	--	--	--	--	130,618
97,305	84,103	--	--	--	--	200,000
--	--	68,307	937,451	1,025,695	8,879,830	3,515,527
247,522	882,802	307,714	452,362	251,333	--	377,549
5,207,905	4,503,796	4,710,058	6,686,679	6,968,889	15,216,288	9,776,866
20,955,084	21,095,572	21,563,348	22,325,845	23,941,298	25,144,302	25,469,909
382,253	519,265	525,456	529,335	524,325	532,705	529,367
--	--	--	47,500	--	--	--
--	6,902	70,941	--	--	--	--
732,102	134,188	663,691	349,074	1,695,706	338,927	558,287
22,069,439	21,755,927	22,823,436	23,251,754	26,161,329	26,015,934	26,557,563
27,277,344	26,259,723	27,533,494	29,938,433	33,130,218	41,232,222	36,334,429
(12,886,653)	(12,966,940)	(11,890,937)	(13,678,034)	(17,613,764)	(9,234,749)	(16,618,937)
6,597,579	6,147,663	7,778,862	7,094,898	7,113,032	5,395,774	6,570,628
$ (6,289,074)	$ (6,819,277)	$ (4,112,075)	$ (6,583,136)	$ (10,500,732)	$ (3,838,975)	$ (10,048,309)

VILLAGE OF PALM SPRINGS, FLORIDA
CHANGES IN NET POSITION (CONTINUED)
LAST TEN FISCAL YEARS
ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	2016	2017	2018	2019
General Revenues and Other Changes in Net Position				
Governmental activities:				
Taxes:				
Property taxes	$ 3,548,352	$ 3,875,182	$ 4,326,702	$ 4,593,448
Utility service taxes	2,756,176	2,701,235	2,746,260	2,782,726
Franchise fees	1,426,438	1,469,041	1,523,434	1,547,089
Sales and use taxes	2,095,247	3,225,861	3,984,756	4,055,851
Business taxes	343,981	362,931	395,733	386,375
Intergovernmental, unrestricted	853,427	890,179	918,574	952,709
Investment revenues	3,933	21,112	107,903	233,021
Impact fees	--	--	--	--
Sale of capital assets	--	--	--	--
Miscellaneous	67,163	76,907	135,819	107,496
Transfers	2,234,034	2,378,531	2,423,338	2,415,138
Total Governmental Activities	13,328,751	15,000,979	16,562,519	17,073,853
Business-type activities:				
Investment revenues	120,205	143,781	214,215	326,288
Miscellaneous	584,289	43,441	71,805	62,790
Transfers	(2,234,034)	(2,378,531)	(2,423,338)	(2,415,138)
Total Business-type Activities	(1,529,540)	(2,191,309)	(2,137,318)	(2,026,060)
Total Primary Government	11,799,211	12,809,670	14,425,201	15,047,793
Changes in Net Position				
Governmental activities	1,579,616	2,394,529	4,508,081	4,187,200
Business-type activities	4,980,094	4,133,715	4,118,670	4,571,519
Total Primary Government	$ 6,559,710	$ 6,528,244	$ 8,626,751	$ 8,758,719

2020	2021	2022	2023	2024	2025
$ 4,905,214	$ 5,282,944	$ 5,440,257	$ 6,105,979	$ 6,854,475	$ 7,433,598
2,790,188	2,900,695	3,044,674	3,368,710	3,445,247	3,647,797
1,505,749	1,564,478	1,831,837	2,083,730	2,021,196	2,126,863
3,792,719	4,375,231	5,214,492	5,887,032	5,826,777	5,885,338
394,669	408,662	419,767	402,306	395,383	386,359
851,029	1,015,662	1,327,514	1,567,812	1,517,398	1,537,269
110,534	14,685	172,511	1,721,284	4,494,133	1,788,370
--	24,559	109,732	260,622	14,943	--
--	--	27,780	--	--	(6,208)
144,641	97,508	162,624	122,811	106,882	72,209
2,490,099	2,649,152	2,000,415	2,096,896	--	133,655
16,984,842	18,333,576	19,751,603	23,617,182	24,676,434	23,005,250
186,550	68,545	160,538	1,304,378	1,988,298	1,754,890
52,003	78,243	58,371	40,559	41,797	25,034
(2,490,099)	(2,649,152)	(2,000,415)	(2,096,896)	(266,464)	(133,655)
(2,251,546)	(2,502,364)	(1,781,506)	(751,959)	1,763,631	1,646,269
14,733,296	15,831,212	17,970,097	22,865,223	26,440,065	24,651,519
4,017,902	6,442,639	6,073,569	6,003,418	15,441,685	6,386,313
3,896,117	5,276,498	5,313,392	6,361,073	7,159,405	8,216,897
$ 7,914,019	$ 11,719,137	$ 11,386,961	$ 12,364,491	$ 22,601,090	$ 14,603,210

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
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
2024	6,428,042	3,445,247	1,911,214	5,799,893	395,383	17,979,779
2025	7,008,209	3,647,796	1,840,773	5,857,611	386,359	18,740,748

[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	2016	2017	2018	2019	2020
General Fund					
Nonspendable:					
Inventory	$ 39,648	$ 69,969	$ 84,622	$ 85,456	$ 70,539
Prepaid	--	--	--	--	--
Leases	--	--	--	--	--
Advances from other funds	--	--	--	--	--
Restricted					
Sales tax capital projects	--	1,141,086	2,419,381	3,488,534	4,712,367
Assigned to:					
Disaster recovery	1,500,000	1,500,000	3,000,000	3,000,000	300,000
Capital projects	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
Library	38,240	37,488	36,651	36,651	--
Storm water projects	--	--	--	--	--
Subsequent year's budget	1,227,384	1,625,101	1,471,258	2,338,399	1,183,000
Unassigned	4,208,075	4,523,176	5,741,431	6,307,593	8,095,194
Total General Fund	$ 8,513,347	$ 10,396,820	$ 14,253,343	$ 16,756,633	$ 15,861,100
All Other Governmental Funds					
Restricted for:					
Law enforcement	$ 73,907	$ 51,890	$ 44,309	$ 54,669	$ 54,669
Debt service	191,716	220,040	231,042	247,249	249,462
American Rescue Plan	--	--	--	--	--
Palm Springs CRA	--	--	--	--	--
Unassigned	--	--	--	--	--
Total All Other Governmental Funds	$ 265,623	$ 271,930	$ 275,351	$ 301,918	$ 304,131

2021	2022	2023	2024	2025
$ 91,665	$ 89,863	$ 96,319	$ 81,749	$ 69,976
--	--	--	9,039	10,528
--	--	--	4,064	2,334
--	--	--	--	1,437,068
5,819,242	7,809,275	9,843,285	11,786,547	11,786,547
3,000,000	3,000,000	3,000,000	3,000,000	--
1,500,000	1,500,000	7,000,000	7,000,000	--
--	--	--	--	--
--	--	--	--	--
1,443,578	693,503	1,889,611	1,612,210	1,612,210
9,523,008	13,990,330	11,997,706	17,439,868	13,317,583
$ 21,377,493	$ 27,082,971	$ 33,826,921	$ 40,933,477	$ 28,236,246
$ 44,670	$ 81,631	$ 87,703	$ 83,847	$ 91,786
250,842	252,673	265,655	283,212	299,117
--	51,281	584,672	1,070,640	1,150,197
73,728	145,399	508,053	1,166,601	1,056,037
--	(78,766)	--	--	(993,932)
$ 369,240	$ 452,218	$ 1,446,083	$ 2,604,300	$ 1,603,205

VILLAGE OF PALM SPRINGS, FLORIDA
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
MODIFIED ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	2016	2017	2018	2019	2020
Revenues					
Taxes	$ 7,869,639	$ 8,499,637	$ 9,083,377	$ 9,332,450	$ 9,595,820
Permits	665,536	690,965	909,219	1,265,557	617,014
Intergovernmental	3,261,846	4,597,449	5,176,714	5,983,674	5,918,164
Confiscated property	16,785	1,280	2,703	10,357	--
Charges for services	1,914,794	2,021,952	1,940,784	2,400,465	2,142,807
Fines and forfeitures	389,492	370,904	431,063	220,837	170,208
Contributions and donations	8,249	14,729	23,378	36,729	20,602
Investment income	3,933	21,112	107,903	233,021	110,534
Facility rental	288,091	291,873	266,395	274,923	260,495
Miscellaneous	90,042	73,782	149,544	131,419	105,112
Total Revenues	14,508,407	16,583,683	18,091,080	19,889,432	18,940,756
Expenditures					
General government	1,832,467	1,974,447	1,875,696	2,370,836	2,592,658
Public safety	8,344,900	8,679,630	8,935,301	9,725,185	8,992,315
Physical environment	966,071	1,119,815	1,067,111	1,075,033	1,173,626
Transportation	1,549,616	2,009,735	1,607,774	1,903,355	2,055,397
Economic environment	--	--	--	--	--
Culture/recreation	1,841,391	1,674,011	1,568,223	1,683,120	1,493,489
Capital outlay	608,924	1,285,469	1,180,940	2,630,253	3,484,721
Debt service					
Principal	277,800	284,480	291,319	298,323	305,496
Interest and other fiscal charges	130,890	124,211	131,962	134,138	125,420
Total Expenditures	15,552,059	17,151,798	16,658,326	19,820,243	20,223,122
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,043,652)	(568,115)	1,432,754	69,189	(1,282,366)
Other Financing Sources (Uses)					
Proceeds from the sale of capital assets	--	79,364	3,852	45,530	58,947
Lease (right-of-use asset) acquired	--	--	--	--	--
Initiation of Financed Purchases	--	--	--	--	--
Subscription arrangements issued	--	--	--	--	--
Transfers in	2,234,034	2,378,531	2,423,338	2,415,138	2,490,099
Transfers out	--	--	--	--	--
Total Other Financing Sources (Uses)	2,234,034	2,457,895	2,427,190	2,460,668	2,549,046
Net Change in Fund Balances	$ 1,190,382	$ 1,889,780	$ 3,859,944	$ 2,529,857	$ 1,266,680
Debt Service as a Percentage of Non-Capital Expenditures	2.73%	2.58%	2.73%	2.52%	2.57%

(1) The following calculation excludes capital outlay that was not capitalized.

2021	2022	2023	2024	2025
$ 10,225,087	$ 10,824,519	$ 12,174,110	$ 14,000,638	$ 14,149,005
808,381	1,712,304	1,772,609	1,672,777	1,119,027
5,987,404	8,182,678	8,843,227	4,829,744	10,908,198
--	31,882	741	58,409	5,323
2,596,331	2,689,482	3,106,868	3,454,300	3,336,838
327,518	279,918	408,091	254,200	296,656
28,164	45,970	54,851	7,366,300	36,325
14,685	172,763	1,721,284	1,924,797	1,788,370
265,865	322,407	333,080	295,907	351,086
141,047	148,164	74,314	154,601	663,841
20,394,482	24,410,087	28,489,175	34,011,673	32,654,669
3,074,577	3,429,229	3,571,219	3,953,590	4,745,210
9,052,444	9,482,747	10,167,936	11,835,139	13,301,283
1,317,299	1,456,330	1,586,290	1,720,917	1,842,162
2,170,808	2,252,731	2,546,234	2,889,146	3,419,821
63,160	343,657	204,210	251,841	877,534
1,476,280	1,758,484	2,004,560	2,521,425	2,750,611
2,058,602	1,758,633	2,396,280	5,659,765	19,019,593
312,841	386,738	429,550	460,967	461,729
116,494	114,105	103,880	94,373	84,436
19,642,505	20,982,654	23,010,159	29,387,163	46,502,379
751,977	3,427,433	5,479,016	4,624,510	(13,847,710)
20,373	30,306	5,187	21,560	15,729
--	35,590	38,755	49,156	--
--	294,712	--	--	--
--	--	117,961	--	--
2,717,733	2,935,026	3,122,591	8,613,988	4,189,000
(68,581)	(934,611)	(1,025,695)	(8,880,452)	(4,055,345)
2,669,525	2,361,023	2,258,799	(195,748)	149,384
$ 3,421,502	$ 5,788,456	$ 7,737,815	$ 4,428,762	$ (13,698,326)
2.44%	2.61%	2.66%	1.89%	1.17% (1)

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
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
2024	6,428,042	3,445,247	1,911,214	5,799,893	395,383	17,979,779
2025	7,008,209	3,647,796	1,840,773	5,857,611	386,359	18,740,748

[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			
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
2024	1,808,641,226	94,018,755	1,902,659,981	3.7319	1,878,564,898
2025	1,985,017,104	86,692,464	2,071,709,568	3.6922	1,899,811,716

[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
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
2024	3.5000	0.2319	3.7319	6.4570	4.5188	3.4581	1.4258	19.5916
2025	3.5000	0.1922	3.6922	6.3210	4.5330	3.4581	0.7479	18.7522

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

	2025			
	Taxable Assessed Valuation	Taxes	Rank	Percentage of Total Taxes Levied
2085 S Congress Owner LLC	$ 59,992,521	$ 1,233,895	1	1.97 %
Morguard Emerald Apartments LLC	49,849,658	1,054,557	2	1.64
Oxygen Holdings LLC	39,102,386	788,856	3	1.28
Coronado Springs LLC	33,549,686	747,605	4	1.10
Florida Power & Light Co	31,798,599	617,111	5	1.04
Phillips Lake Worth	26,086,125	592,350	6	0.86
Regency Centers LP	26,016,875	581,507	7	0.85
Jerjo, Inc	22,043,663	472,902	8	0.72
Four FLA Shopping Center Prop Ltd	20,406,682	470,840	9	0.67
Woodhaven LLC	18,794,688	443,012	10	0.62
555 Kirk LLC	--	--	-	-
Equity One, Inc	--	--	-	-
Walmart Stores East LP	--	--	-	-
Portofino Associates, Ltd	--	--	-	-
Advenir at Pines LLC	--	--	-	-
Totals	$ 327,640,883	$ 7,002,637		10.76%

Note: Information obtained from the Palm Beach County Tax Collector.

2016			
Taxable Assessed Valuation	Taxes	Rank	Percentage of Total Taxes Levied
$ --	$ --	-	- %
--	--	-	-
18,450,137	82,074	1	2.26
--	--	-	-
18,314,442	81,470	2	2.25
12,500,000	55,605	5	1.53
--	--	-	-
--	--	-	-
7,800,000	34,698	9	0.96
7,313,889	32,535	10	0.90
15,783,162	70,210	4	1.94
16,025,884	70,402	3	1.77
10,105,282	44,952	6	1.24
9,750,000	43,372	7	1.20
8,603,915	38,274	8	1.06
$ 124,646,711	$ 553,592		15.11%

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
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
2024	7,256,818	6,422,286	88.50	5,756	6,428,042	88.58
2025	7,248,691	6,945,217	95.81	62,992	7,088,209	96.68

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]	
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
2024	1,434,089	27.79	13,175	1,300,977	45.24	12,276
2025	1,464,745	27.79	14,281	1,374,605	45.24	12,720

[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

	Governmental Activities				Business-type Activities					
Fiscal Year	General Obligation Note Payable	Leases (Right-of-use assets)	Financing Leases	Subscription Arrangements	Water & Sewer Notes Payable	Leases (Right-of-use assets)	Subscription Arrangements	Total [1] Primary Government	Percentage of Personal Income [2]	Per Capita
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
2024	2,790,970	62,811	121,833	58,655	7,415,256	16,016	--	10,465,541	0.95	222
2025	2,446,941	34,239	61,594	29,767	6,683,136	10,500	--	9,130,077	1.00	209

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
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	--
2024	--	--	--	1,902,659,981	0.00	26,924	--
2025	--	--	--	2,071,709,568	0.00	28,548	--

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, 2024

	Total Outstanding	Percentage Applicable to Village of Palm Springs [1]	Amount Applicable to Village of Palm Springs
Direct:			
Village of Palm Springs	$ 2,572,541	100.00%	$ 2,572,541
Overlapping:			
Palm Beach County	15,943,706	0.54%	86,096
Palm Beach County School District	--	0.54%	--
Total overlapping debt	15,943,706		86,096
Total Direct and Overlapping Debt Payable from Ad Valorem Taxes			$ 2,658,637
Estimated population			26,924
Total Direct and Overlapping Debt Per Capita			**$ 98.75**

[1] Estimates based on 2025 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
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
2024	27,639,806	22,566,489	5,073,317	942,237	5.38
2025	27,007,892	22,197,071	4,810,821	942,237	19.59

* 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]
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
2024	26,924	50,998	1,072,908,000	45.2	N/A	209,706	3.3
2025	27,928	50,180	1,799,479,900	45.2	N/A	202,614	4.5

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

	2025[1]			2016[1]		
Employer	Employees	Rank	Percentage of Total Village Employment	Employees	Rank	Percentage of Total Village Employment
Palm Beach County School District	22,801	1	N/A	21,656	1	N/A
Baptist Health South Florida	6,773	2	N/A	--	--	--
Florida Atlantic University	6,335	3	N/A	2,529	6	N/A
NextEra Energy (formerly FPL)	6,139	4	N/A	4,005	4	N/A
Palm Beach County	6,130	5	N/A	5,507	2	N/A
Tenet Healthcare Corp.	5,734	6	N/A	4,595	3	N/A
Veterans Health	2,948	7	N/A	--	--	--
Hospital Corp of America - HCA	2,850	8	N/A	3,476	5	N/A
Jupiter Medical Center	2,495	9	N/A	2,195	8	N/A
The Breakers	2,400	10	N/A	2,000	10	N/A
Office Depot	--	--	--	--	--	--
Boca Raton Regional Hospital	--	--	--	2,500	7	N/A
Bethesda Health Inc	--	--	--	2,150	9	N/A
Totals	64,605			50,613		

[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

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
General government	15.5	15.5	11.5	17.5	18	21.5	19	23	24	24
Public safety **(a)**										
Building official	1	1	-	-	-	-	-	-	1	1
Planning, zoning & building	6	6	6.5	7	6	6	6	8	7	
Police officers	42	42	43	38	43	43	39	42	46	49
Civilian police	19	21	19	25	23.5	21	23	23	27	26.5
Transportation	12	18	16	19	18	20	21	22	25	25
Culture/recreation										
Library	10.5	10	10.5	9	9	7	9	8.5	8.5	12.5
Parks & recreation	6	7	7.5	6.5	6	6	6	6	10	11
Economic Development	-	-	-	-	-	-	-	1	1	
Water & Sewer Utility	65	59.5	59.5	59.5	60	61	55	55	62.5	63.5
Stormwater Utility	-	-	-	-	-	-	-	1	1	2
Total	177.0	180.0	173.5	181.5	183.5	185.5	178.0	189.5	213.00	214.80

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 / Function	2016	2017	2018	2019
Public Safety				
Police				
Physical arrests	1,005	815	759	543
Parking violations	19	38	16	15
Traffic violations	10,501	5,928	4,153	4,612
Fire (a)				
Sanitation (b)				
Roads and Streets				
Street resurfacing (miles)	3.93	3.1	2.1	1.3
Pot holes repaired	973	52	48	35
Culture/Recreation				
Library				
Circulation	49,159	37,613	31,175	26,519
Active cardholders	3,475	3,245	3,262	4,001
Reference questions	40,945	32,736	39,272	36,024
Programs offered	335	360	350	242
Program attendance	876	9,170	9,329	5,174
Total library visitors	80,498	78,896	70,553	61,505
Parks and Recreation				
Baseball participants	80	83	68	52
Soccer participants	165	161	147	101
Flag football participants	234	187	156	156
Cheerleading participants	--	--	--	--
Basketball participants	255	220	170	162
Youth athletic participants	734	651	541	471
Adult flag football	--	--	--	--
Camp program participants	486	394	696	892
Travel Club members	196	115	146	119
Special event participants	7,380	2,610	6,085	6,480
Facility rentals	1,150	237	133	157
Water/Sewer Utility				
Water accounts	12,588	12,604	12,658	12,982
Water customers	20,152	20,178	19,985	20,251
Water main breaks	4	10	3	--
Sewer accounts	11,590	11,653	11,606	12,043
Sewer customers	18,921	19,028	18,770	19,274
Avg daily water consumption (thousands of gallons)	3,926	3,960	3,627	3,561

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.

2020	2021	2022	2023	2024	2025
434	457	517	608	493	476
23	95	146	73	106	102
5,000	6,392	6,167	9,336	10,848	7,511
1.2	1.32	1.04	1.04	1.1	1
27	17	20	29	30	15
13,642	15,913	21,796	27,236	32,386	3,919
6,380	18,682	14,119	6,535	6,440	3,435
17,942	5,386	5,806	9,093	8,668	3,074
268	197	354	425	409	228
6,495	4,227	5,318	10,298	12,090	7,176
31,102	26,035	39,673	35,783	40,513	18,749
--	--	--	--	--	--
210	154	--	156	200	367
141	70	15	42	60	56
--	--	--	--	--	--
--	93	72	57	64	61
351	317	87	255	224	484
--	--	--	--	400	420
272	374	597	229	256	140
59	38	55	54	184	48
3,750	3,000	5,000	6,500	51	18,000
79	130	710	713	16,500	285
13,037	13,089	13,851	13,167	13,175	14,281
20,300	20,413	20,334	20,561	20,829	21,068
3	6	5	4	5	6
12,100	12,152	12,765	12,225	12,276	12,720
19,239	19,332	19,279	19,540	19,772	19,526
3,397	3,843	3,727	3,837	3,929	4,013

VILLAGE OF PALM SPRINGS, FLORIDA
CAPITAL ASSET STATISTICS BY FUNCTION
LAST TEN FISCAL YEARS

Fiscal Year / Function	2016	2017	2018	2019
Public Safety				
Police				
Stations	1	1	1	1
Patrol units	61	61	63	64
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	78.08	77.76	77.76	77.76
Culture/Recreation				
Library				
Books	51,928	44,420	53,738	40,878
Leisure Services				
Ballfields - lighted	4	4	4	4
Basketball courts	3	3	3	3
Soccer fields	4	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	10	10	11	11
Water/Sewer Utility				
Water mains (miles)	130.11	135.3	135.3	135.3
Sanitary sewers (miles)	105.6	114.8	114.8	105.27
Storm sewers (miles)	25.66	14.6	14.6	14.74
Fire hydrants	993	984	984	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.

2020	2021	2022	2023	2024	2025
1	1	1	1	1	1
65	70	73	74	79	82
1	1	-	-	-	
1	1	1	1	-	1
82	82	82	82	82	132
77.76	77.76	77.76	77.76	77.76	77.76
34,816	34,411	39,854	39,661	39,110	31,215
4	4	4	2	2	3
3	3	3	3	3	3
4	4	4	4	4	4
2	2	2	2	2	3
1	4	2	2	2	4
1	1	1	1	1	1
-	-	-	2	2	2
1	1	1	1	1	1
-	-	-	3	3	3
12	12	12	10	10	10
135.57	137.07	137.07	139	139	139
105.82	107.82	107.82	118	118	118
14.8	14.8	14.8	22	22	23.5
993	985	985	993	993	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, 2025

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	$22,248,869
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	105185397	Fiduciary bond	Chief Financial Officer	$1,000,000
FMIT#0459	EO 1009 LE 1007	Professional liability Professional liability	Public officials Law enforcement	$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

CBIZ CPAs P.C.

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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 ("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*"), 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, 2025, 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, 2026.

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 Village'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.

CBIZ CPAs P.C.

Boca Raton, Florida
March 27, 2026

CBIZ CPAs P.C.

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Independent Auditors' Report on Compliance for the Major Federal Program and Report on Internal Control Over Compliance 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's (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, 2025. 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 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, 2025.

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 ("*Government Auditing Standards"*); 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 the 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 the 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.

CBIZ CPAs P.C.

Boca Raton, Florida
March 27, 2026

VILLAGE OF PALM SPRINGS
Schedule of Expenditures and Federal Awards
Fiscal Year Ended September 30, 2025

Federal Agency, Pass-Through Entity, Clusters Federal Program	ALN	Contract/ Grant No.	Total Expenditures
U.S. Department of Homeland Security			
Indirect Program:			
Passed through Florida Division of Emergency Management			
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	Z5111	$ 4,144
Total U.S. Department of Homeland Security			4,144
U.S. Department of Housing and Urban Development			
Indirect Program:			
Passed through Palm Beach County			
Community Development Block Grant/Entitlement Grants	14.218	R2023-1464	125,051
Community Development Block Grant/Entitlement Grants	14.218	R2024-1572	132,850
Total Community Development Block Grant Entitlement/Special Purpose Grants Cluster			257,901
Total U.S. Department of Housing and Urban Development			257,901
U.S. Department of Justice			
Direct Program:			
Bulletproof Vest Partnership Program	16.607	2019-LEBG-PALM-12L4-113	5,060
Total U.S. Department of Justice			5,060
U.S. Department of Transportation			
Direct Program:			
Safe Streets and Roads for All (SS4A)	20.939	693JJ32440338	200,000
Total U.S. Department of Transportation			200,000
U.S. Department of Treasury			
Indirect Program:			
Passed through State of Florida - Florida Division of Emergency Management			
Coronavirus State and Local Fiscal Recovery Funds	21.027	Y5254	2,500,204
Total United States Department of the Treasury			2,500,204
Total Expenditures of Federal Awards			**$ 2,967,309**

Note: No amounts were 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, 2025

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, 2025. 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 de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 – SUBRECIPIENTS

No amounts were provided to subrecipients during the fiscal year ended September 30, 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

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	X No	
Significant deficiency(ies) identified?	____ Yes	X None reported	

Non-compliance material to financial statements noted? ____ Yes X No

Federal Awards

Internal control over major federal program:

Material weakness(es) identified?	____ Yes	X No	
Significant deficiency(ies) identified?	____ Yes	X None reported	

Type of auditors' report issued on compliance for Major federal program: *Unmodified Opinion*

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? ____ Yes X No

Identification of Federal Major Program:

ALN	Federal Program:
21.027	Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between Type A and Type B federal programs: $1,000,000

Auditee qualified as low-risk auditee pursuant to the Uniform Guidance? X Yes ____ No

VILLAGE OF PALM SPRINGS, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

SECTION II – FINANCIAL STATEMENT FINDINGS

None.

SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None.

VILLAGE OF PALM SPRINGS, FLORIDA

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

I. PRIOR YEAR FINANCIAL STATEMENT FINDINGS

None.

II. PRIOR YEAR FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None.

CBIZ CPAs P.C.

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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, 2025, and have issued our report thereon dated March 27, 2026.

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 and Report on Internal Control over Compliance Required by the Uniform Guidance; Schedule of Findings and Questioned Costs; Summary Schedule of Prior Audit Findings 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 schedules, which are dated March 27, 2026, 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 that required corrective actions.

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. This information is disclosed 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.

Property Assessed Clean Energy (PACE) Program

Section 10.554(1)(i)6.a., Rules of the Auditor General, requires a statement as to whether a PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did/did not operate within the Village's geographical boundaries during the fiscal year under audit. During the fiscal year ended September 30, 2025, the PACE program did not operate within the Village's geographical boundaries.

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 did not note any special district component unit that failed to provide 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 fraud, waste, or abuse, that have 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.

CBIZ CPAs P.C.

Boca Raton, Florida
March 27, 2026

CBIZ CPAs P.C.

2255 Glades Road
Suite #321A
Boca Raton, FL 33431

P: 561.994.5050

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, 2025. 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, 2025.

This report is intended to describe our testing of compliance with Section 218.415, Florida Statutes, and is not suitable for any other purpose.

CBIZ CPAs P.C.

Boca Raton, Florida
March 27, 2026

VILLAGE OF PALM SPRINGS
FINANCE DEPARTMENT

IMPACT FEE AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Mara Frederiksen, who being duly sworn, deposes and says on oath that:

1. I am the Finance Director of the Village of Palm Springs which is a local governmental entity of the State of Florida.

2. The governing body of the Village of Palm Springs adopted Ordinance No 2021-03 on June 10, 2021 implementing an impact fee or authorized Village of Palm Springs to receive and expend proceeds of an impact fee implemented by the 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. The 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

Mara Frederiksen

Mara Frederiksen, Finance Director

STATE OF FLORIDA

COUNTY OF PALM BEACH COUNTY

SWORN TO AND SUBSCRIBED before me this 9 day of January, 2026.

NOTARY PUBLIC

Print Name Andrea Medero

Personally known ✓ or produced identification _____

Type of identification produced: _____

My Commission Exp November 7, 2028

ANDREA MEDERO
Notary Public - State of Florida
Commission # HH 610730
My Comm. Expires Nov 7, 2028
Bonded through National Notary Assn.

1 Pursuant to Section 163.31801(8), Florida Statutes, if there is no chief financial officer, the executive officer must sign the affidavit

226 Cypress Lane
Palm Springs, Florida 33461 USA
(561) 582-8400; 8440
www.vpsfl.org

Village of Palm Springs

Executive Brief

AGENDA DATE: May 14, 2026

DEPARTMENT: Police Department

ITEM #17: Request for a New Community Policing Sergeant Position — Police Department

SUMMARY: The Palm Springs Police Department requests Council approval for a new supervisory position, Community Policing/Traffic Sergeant. This role will directly oversee the Community Policing and Traffic Units, which include five officers and a Community Service Aid. Establishing this position will improve supervision, increase effectiveness, and support the Village's priorities.

Unit Workload and Operational Demands

The Traffic Unit has expanded its mission to include traffic-homicide investigations, requiring extensive coordination and specialized training. The Community Policing Unit manages special events and community outreach, advancing long-term engagement goals. The Training Sergeant has, among other duties, the critical responsibility for firearms qualifications, asset management, and FDLE Officer certification.

Justification for Establishing the Position

Creating a dedicated Community Policing and Traffic Sergeant will improve oversight, accountability, coordination, and deployment. It will expand community-engagement initiatives, enhance traffic enforcement strategies, and create balanced supervisory spans of control. The new Sergeant will be tasked with providing innovative training to road patrol using best practices to foster meaningful, daily engagement with the public in a non-enforcement capacity. Moreover, this position will be instrumental in integrating the department's Road Patrol operations into a true Community Policing & Neighborhood-Centric form of policing, shifting our culture to meet the desires of the community.

Importance of Maintaining a Dedicated Training Sergeant

Training responsibilities—including firearms instruction, weapons maintenance, certification tracking, and compliance—are essential to the Department's professionalism and readiness. A dedicated Training Sergeant ensures quality, reduces liability, and supports officer development.

Conclusion and Recommendation

Staff recommend approval of the Community Policing / Traffic Sergeant position. This role will strengthen supervisory capacity, expand community-policing efforts, improve traffic safety operations, and align with the Village's strategic public-safety objectives.

FISCAL IMPACT:

The fiscal impact has been submitted to the Finance Department. Funding is available from vacancies for the remainder of the current fiscal year, and the position has been incorporated into budget planning. A promotional process for Sergeant will be required and is already funded.

ATTACHMENTS:

1. FY2026-27 - Personnel Request Worksheet Police Sergeant

VILLAGE OF PALM SPRINGS
NEW PERSONNEL REQUEST WORKSHEET
BUDGET YEAR 2026 - 2027

Department:	Police	**Fund:**	General
Division:		**Department Number:**	01229
Supervisor of Requested Position:	Michele Vazquez	**Title :**	Lieutenant

ADDITIONAL POSITION

Police Sergeant (Position Title) — 504 (Requested Grade)

☑ **Full Time** ☐ **Part Time** ☐ **Exempt** ☐ **Non Exempt**

Current Number of Adopted Positions	+	Number of Requested Positions	=	Total Number of Proposed Positions
6		1		7

The requesting department must explain rationale and description of change (in the box below). If neccesary, a new job description should be drafted for Human Resources to review.

The new Sergeant position would be the Sergeant for both the Community Policing Unit and the Traffic Unit. These two units total five officers and one civilian at current staffing levels. At current supervisor staffing levels, one Sergeant is tasked with overseeing Training and the Traffic unit. The Community Policing unit consists of two officers who report directly to a Lieutenant. That Lieutenant also oversees the Sergeant for Training and Traffic Unit. The Training Sergeant is tasked as the Departments primary firearms instructor. The position is required to maintain state required firearms certifications. The Training Sergeant also maintains all the departments firearms and less-than-lethal weapons. In addition, the Training Sergeant role requires coordinating and scheduling all internal and external training for all Police Department staff. The Training Sergeant is also required to maintain training records and FDLE certifications. The Training Sergeant oversees the mandatory training requirements for all the sworn personnel to remain certified as law enforcement in the State of Florida. Completing this task requires a great deal of attention as proper training creates positive moral and reduces department liability. The Training Sergeant is also tasked with the purchasing and receiving of all uniforms for the Department. The time required to complete these tasks significantly draws from any time spent overseeing the traffic unit. The traffic unit, which is now compiled of three officers, has recently began conducting traffic homicide investigations. These investigations require the officers to have specialized training. The investigations can become quite complex and require coordination with several officers, Crime Scene Investigators, and the State Attorney's Office. The Community Policing Unit attends several Village special events during the year and assists with the traffic and security plan for these events. The Community Policing unit also attends many other outreach meetings to better engage with the community. Having a dedicated Sergeant of the Traffic Unit and Community Policing unit separate from the Training Sergeant would greatly impact the efficiently and effectiveness of each unit. This change would also position the Lieutenant to supervisor both the Traffic/Community Policing Unit Sergeant and the Training Sergeant.

VILLAGE OF PALM SPRINGS
NEW PERSONNEL REQUEST WORKSHEET
BUDGET YEAR 2026 - 2027

Department:	Police	**Fund:**	General
Division:		**Department Number:**	01229
Supervisor of Requested Position:	Michele Vazquez	**Title :**	Lieutenant

PERSONNEL REQUEST EXPENSES

WAGES	**Hourly Rate**		**Annual Hrs**		
Regular	$39.39	+	2080 *	$	81,931
Holiday					0
Overtime					0
Other/Allowances - (specify)					0
			Total		81,931

FRINGE BENEFITS			
Employers FICA (7.65%)			6,268
Long Term Disability Insurance (0.66%) NOTE: Does not apply to Police Officers/Firefighters			541
Life Insurance (See Rates in chart at right)**	$1.00		12
Health Insurance ($794.94 per month)**			9,539
Dental Insurance ($22.75 per month)**			273
Vision Insurance ($4.60 per month)**			55
Other - (specify)			0
			0
		Total	16,688

* If Part-time request, please use the proposed number of hours to be worked annually.
** Do not use if this is a part-time position.

Total (19.99 Allowance for New /Reclass - Personnel Cost) $ 98,619

OPERATING EXPENSES **(Also itemize in Allow for New/Reclass-Operating exp detail)**

Acct #	Acct Description	Detail		
55202	Uniforms/Equipment	Uniforms /Vest/ Duty gear	9,000	
55410	Communications	Laptop Data	420	
56801	Capital Lease	BWC/Incar Camera	4,000	
53400	Other Contract	Portable Radio subscription costs	500	
55200	Operating suppl	Taser annual cost	1000	
			Total	$ 13,920

Total (59.99 Allowance for New/Reclass - Operating Expenses)

CAPITAL OUTLAY **(Also itemize in Capital Outlay detail)**

Computer Equipment	Laptop and Desktop	4100	
Furniture & Fixtures			
Office Equipment			
Other - (specify)	Portable Radio 56400+ Radio enrollment fee (one time cost) 53400	11,000	
	Total	15,100	

VEHICLES **(Also itemize in Capital Outlay detail)**

Vehicle Type/Cost		60,000	
Vehicle Service Costs		0	
	Total	60,000	
Total (69.99 Allowance for New/Reclass - Capital Outlay)		Total	$ 75,100

GRAND TOTAL $ 187,639

VILLAGE OF PALM SPRINGS

PERSONNEL RECLASSIFICATION REQUEST WORKSHEET

BUDGET YEAR 2026 - 2027

Department:	**Fund:**
Division:	**Department Number:**
Supervisor of Position:	**Title :**

Check all changes which apply:

Name of Incumbent _____

☐ **Change in Job Title from** _____ to _____

☐ **Change in Pay Grade from** _____ (current) to _____ (proposed)

☐ **Change in Job Description (attach current and projected job description)**

The requesting department must explain rationale and description of change (in the box below). If neccesary, a new job description should be drafted for Human Resources to review.

In order for the reclassification to be processed, incumbent(s) must meet minimum qualifications of the classification to which the position is being reclassified,

VILLAGE OF PALM SPRINGS
PERSONNEL RECLASSIFICATION REQUEST WORKSHEET
BUDGET YEAR 2026 - 2027

Department:	0	**Fund:**	0
Division:	0	**Department Number:**	0
Supervisor of Position:	0	**Title :**	0

WAGES	**Proposed Hrly Rate**	**Current Hrly Rate**	Difference		**Annual Hrs**	
Regular	$15.00	- $14.00	$1.00	x	2080	$ 2,080
Holiday						0
Overtime (Based on average of previous year)						0
Other/Allowances - (specify)						0
						0
					Total	2,080

FRINGE BENEFITS:

FRINGE BENEFITS **(Indicate # of positions if part-time to full-time.)**	0	
Employers FICA (7.65%)		159
Long Term Disability Insurance (0.66%) NOTE: Does not apply to Police Officers/Firefighters		14
Life Insurance (See Rates in chart at right) **	$1.05	0
Health Insurance ($794.94 per month)**		0
Dental Insurance ($22.75 per month)**		0
Vision Insurance ($4.60 per month)**		0
Other - (specify)		0
		0
Total		173

* If Part-time request, please use the proposed number of hours to be worked annually.
** Do not use if this is a part-time position. Use when reclassifying from part-time to full-time position.

Total (19.99 Allowance for New /Reclass - Personnel Cost) $ 2,252.85

OPERATING EXPENSES: **(Also itemize in Allow for New/Reclass-Operation exp detail)**

Acct #	Acct Description	Detail	

Total (59.99 Allowance for New/Reclass - Operating Expenses) $ -

GRAND TOTAL $ 2,252.85

Please complete a separate page 2 for each incumbent in this reclassification request.

VILLAGE OF PALM SPRINGS

PERSONNEL RECLASSIFICATION REQUEST WORKSHEET

BUDGET YEAR 2026 - 2027

Department:	**Fund:**
Division:	**Department Number:**
Supervisor of Position:	**Title :**

Check all changes which apply:

Name of Incumbent _____

☐ **Change in Job Title from** _____ to _____

☐ **Change in Pay Grade from** _____ (current) to _____ (proposed)

☐ **Change in Job Description (attach current and projected job description)**

The requesting department must explain rationale and description of change (in the box below). If neccesary, a new job description should be drafted for Human Resources to review.

In order for the reclassification to be processed, incumbent(s) must meet minimum qualifications of the classification to which the position is being reclassified,

CITY OF BOYNTON BEACH
PERSONNEL RECLASSIFICATION REQUEST WORKSHEET
BUDGET YEAR 2026 - 2027

Department:	0	**Fund:**	0
Division:	0	**Department Number:**	0
Supervisor of Position:	0	**Title :**	0

	Current Hrly Rate	Part-time Annual Hrs	Full-time Annual Hrs
WAGES	**$0.00**	**1040**	**2080**
Regular		$ -	$ -
Holiday		0	0
Overtime (Based on average of previous year)		0	0
Other/Allowances - (specify)		0	0
		0	0
	Total	0	0

FRINGE BENEFITS:

FRINGE BENEFITS **(Indicate # of positions if part-time to full-time.)**	1		
Employers FICA (7.65%)		0	0
Long Term Disability Insurance (0.66%) NOTE: Does not apply to Police Officers/Firefighters		0	0
Life Insurance (See Rates in chart at right) **	$1.62	0	19
Health Insurance ($794.94 per month)**		0	10,493
Dental Insurance ($22.75 per month)**		0	287
Vision Insurance ($4.60 per month)**		0	58
Other - (specify)		0	0
		0	0
	Total	0	10,857

* If Part-time request, please use the proposed number of hours to be worked annually.
** Do not use if this is a part-time position. Use when reclassifying from part-time to full-time position.

Total (19.99 Allowance for New /Reclass - Personnel Cost)	$ -	$ 10,857.26

OPERATING EXPENSES: **(Also itemize in Allow for New/Reclass-Operation exp detail)**

Acct #	Acct Description	Detail		
Total (59.99 Allowance for New/Reclass - Operating Expenses)			$ -	$ -
		GRAND TOTAL	$ -	$ 10,857.26

Please complete a separate page 2 for each incumbent in this reclassification request.

VILLAGE OF PALM SPRINGS
PERSONNEL DELETION WORKSHEET
BUDGET YEAR 2026 - 2027

Department:		**Fund:**	
Division:		**Department Number:**	
Department Director:		**Title :**	

NAME OF PERSON(S) _____ _____

TYPE OF POSITION _____ _____
(Position Title) (Requested Grade)

☐ **Full Time** ☐ **Part Time** ☐ **Exempt** ☐ **Non Exempt**

Current Number of Adopted Positions	+	Number of Deleted Positions	=	Total Number of Positions
2		-1		1
		-X		

Department must explain rationale and description of change.

WAGES	Hrly Rate		Annual Hrs		
Regular	$15.00	+	2080 *		-$ 31,200
Holiday					0
Overtime					0
Other/Allowances - (specify)					0
					0
				Total	-31,200
FRINGE BENEFITS					
Employers FICA (7.65%)					-2,387
Long Term Disability Insurance (0.391%) NOTE: Does not apply to Police Officers/Firefighters					-122
Pension Cost (Employer)			0.0%		0
Life Insurance (See Rates in chart at right)**			$0.00		0
Health Insurance ($814.12 per month)**					-9,539
Dental Insurance ($39.33 per month)**					-273
Vision Insurance ($4.62 per month)**					-55
Other - (specify)					0
				Total	-12,376

* If Part-time request, please use the proposed number of hours to be worked annually.
** Do not use if this is a part-time position.

Total (Personnel Cost) $ (43,576.27)

OPERATING EXPENSES (Also itemize in Allow for New/Reclass-Operating exp detail)

Acct #	Acct Description	Detail	

Total (Operating Expenses) Total $ -

GRAND TOTAL $ (43,576.27)

Established for

2026/2027 Budget

Life Insurance Rates

Classification	Monthly Rate	Annual Rate	FY23-24 Actual Monthly Rate
Police Lts, Sgts, Captains	$ -	$ -	
Exempt / Managerial	$ -	$ -	
Police Officers, Detectives	$ -	$ -	
Firefighters	$ -	$ -	
All other Full-Time Employees	$ 2.00	$ 24.00	
Retirees	$ 0.48	$ 5.76	
Health Insurance	$ 794.94	$ 9,539.28	
Dental Insurance	$ 22.75	$ 273.00	
Vision Insurance	$ 4.60	$ 55.20	
Long Term Disability		0.0066	

Actual Annual Rate	FY24-25 Projected Annual Rate
0	
0	
0	
0	
0	
0	
0	
0	
0	

Village of Palm Springs

Executive Brief

AGENDA DATE: May 14, 2026

DEPARTMENT: Finance

ITEM #18: General Employee Pension DROP Amendment

SUMMARY: An Ordinance of the Village of Palm Springs amending Article VI, Division 7, Chapter 34 of the Village of Palm Springs, entitled General Employees' Pension Plan, amending Section 34-892 to provide for pension contributions by DROP members; deferred retirement option plan to provide for a five (5) year DROP; providing for codification, conflict, severability, and an effective date.

The General Pension Plan Ordinance needs to be amended to reflect negotiated changes to the pension plan regarding the addition of a five (5)- year DROP participation period.

- DROP accounts earn interest compounded monthly at an effective annual rate of 4%.
- Retirement benefits paid into DROP are also increased by the 3% annual cost-of-living adjustment (COLA) each October 1st.
- Upon termination of employment, the proceeds of the DROP account will be distributed in one of three ways:
    - By a lump-sum payment;
    - By direct rollover, or
    - By a combined partial lump-sum payment and rollover.
- If the Employee should die while in DROP, their designated beneficiary would be eligible to receive their accumulated DROP benefits.
    - Depending on the benefit option you selected, your beneficiary may also be eligible to receive a continuing monthly benefit.
    - Or, if their beneficiary does not qualify for a continuing benefit, and the benefits deposited in their DROP account add up to less than any employee contributions they may have made (including amounts they may have paid to upgrade service or buy service credit), their beneficiary may receive a refund of the difference.
    - However, because the employee retired upon entering DROP, they are not eligible for disability benefits.

FISCAL IMPACT:
Per the actuarial study provided, this Ordinance will not impact the cost of the Plan.

ATTACHMENTS:

1. Ordinance DROP FINAL from L. Donlon 5.4.2026

ORDINANCE NO. 2026-01

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ORDINANCE NO. 2017-26 ADOPTED OCTOBER 12, 2017; AMENDING SECTION 46, PROVIDING FOR CREATION OF A DEFERRED RETIREMENT OPTION PROGRAM; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR PUBLICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council ("Council") of the Village of Palm Springs, Florida ("Village") has adopted and maintained a General Employees' Pension Fund, cited as the "General Employees' Pension Plan" ("Plan"); and

WHEREAS, Ordinance No. 2017-26 was previously amended by Ordinance Nos. 2020-27 and 2022-04; and

WHEREAS, the Village Council desires to create a Deferred Retirement Option Program within the Plan; and

WHEREAS, the Village has determined that such amendments serve a valid public purpose and promote the health, safety, and welfare.

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

Section 1. The foregoing recitals are adopted herein as true and correct findings of fact and conclusions of law of the Village Council.

Section 2. Ordinance No. 2017-26 is amended to create a new Section 46 as follows (underlined language is added):

Section 46. Deferred Retirement Option Program ("DROP") for Employees.

a. Effective _____, a deferred retirement option plan ("DROP") is established for eligible Participants, as provided in this section. DROP, is a program under which an eligible Participant of the Plan may elect to participate, deferring receipt of retirement benefits while continuing employment with the Village, as more fully described herein. The deferred monthly benefits shall accrue in the Plan on behalf of the Participant, plus interest compounded monthly, for the specified period of the DROP participation, as provided herein. Upon termination of employment, the Participant shall receive the total DROP benefits and begin to receive the previously determined normal retirement benefits. Participation in the DROP does not guarantee employment for the specified period of DROP.

b. Eligibility and participation.

(1) A Participant shall be eligible to participate in the DROP provided the Participant is an Employee as defined in Section 7, rather than an Elected Officer, upon attaining the normal retirement date as defined in Section 18(a).

(2) A Participant's election to participate in DROP shall be irrevocable. A Participant must submit an irrevocable written DROP election on a form provided by the Village prior to entering the DROP. A Participant who elects to enter the DROP must also submit an irrevocable letter of resignation stating the anticipated employment termination date, not to exceed sixty (60) months from the Participant's DROP entry date.

(3) An eligible Participant may participate in DROP for a maximum of sixty (60) months, or until the Participant sooner dies, retires or terminates employment. A Participant who elects to participate in the DROP may elect to terminate DROP Participation and Village employment sooner than the maximum DROP period, with thirty (30) days' advance written notice to the Village.

(4) DROP participation is final and may not be canceled by the participant after the first payment is credited during the DROP participation period. However, participation in DROP does not alter the Participant's employment status, and the Participant is not deemed retired from employment until his or her deferred resignation is effective and termination occurs.

(5) The amount of credited service and final average salary shall freeze as of the date of entry into the DROP.

c. DROP program features

(1) The effective date of DROP participation shall be the first day of the month selected by the Participant to begin participation in DROP, provided such date is properly established, on forms required by the Village and as approved by the Village.

(2) Effective on the date of DROP participation, the Participant's initial normal monthly benefit, including creditable service, optional form of payment, average final compensation, and the effective date of retirement are fixed.

(3) An eligible Participant who elects to participate in the DROP will be considered to have retired for purposes of the Plan. The Participant's monthly retirement benefit, determined in accordance with the Participant's election of Option 1,2, 3, or 4 set forth in Section 18(b), will be paid into his or her DROP account every month during the DROP period. No Participant contributions shall be required after a participant enters the DROP, and the Participant will not accrue any additional vesting credits, service or additional benefits under

the plan after entering the DROP, other than cost-of-living adjustments as provided in Section 19, if applicable.

(4) Although individual DROP accounts may not be established, a separate accounting of each Participant's accrued benefits under DROP shall be calculated and provided to the Participant.

(5) Participants electing to enroll in DROP remain employees of the Village subject to the terms and conditions within the Village's Employment Regulations as amended from time to time and are not paid out any accrued and unused personal leave time (PLT) at the time of enrolling in DROP.

(6) A Participant who elects to participate in the DROP shall not be eligible for preretirement death benefits (Section 21) under the Plan after entry into the DROP.

(7) During a Participant's participation in the DROP, the Participant's monthly retirement benefit will be paid into the DROP account. A participant's DROP account will earn interest at an annualized rate equal to four percent (4%), compounded monthly, on the prior month's accumulated ending balance, however, that should the Plan's net investment return be negative, DROP accounts shall be credited with zero (0) return. Any such interest earnings occur. up to the month of termination or death.

(8) Within thirty (30) days following a DROP Participant's termination of Village employment or death, the Participant, or in the event of the Participant's death the Participant's designated beneficiary shall receive the Participant's entire DROP account balance, which shall be distributed to the Participant (or in the event of the Participant's death to the Participant's designated beneficiary or, in the event no beneficiary was named, to the Participant's estate), in a cash lump sum, unless the Participant or Participant's designated beneficiary elects to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the Participant or Participant's designated beneficiary in a direct rollover, or a combination of partial lump sum payment and partial direct rollover ("Partial lump sum"). In the unlikely event of any delay in distribution of the Participant's DROP account balance within thirty (30) days following the Participant's termination of Village employment or death, the DROP account shall be maintained but shall not earn interest. Any form of payment selected by a Participant or Participant's designated beneficiary must comply with the minimum distribution requirements of section 401(A)(9) of the Internal Revenue Code as amended from time to time. The terms of this Section (c)(8) shall apply to the beneficiary designated by the Participant's beneficiary in the event the Participant's beneficiary predeceases the date of distribution. The forms of payment from which the election must be made are as follows:

(a) Lump Sum - All accrued DROP benefits, plus interest, less withholding taxes remitted to the Internal Revenue Service, shall be paid to the DROP participant or surviving beneficiary.

(b) Direct rollover.—All accrued DROP benefits, plus interest, shall be paid from DROP directly to the custodian of an eligible retirement plan as defined in section 402(c)(8)(B) of the Internal Revenue Code. However, in the case of an eligible rollover distribution to the surviving spouse of a deceased Participant, an eligible retirement plan is an individual retirement account or an individual retirement annuity as described in section 402(c)(9) of the Internal Revenue Code.

(c) Partial lump sum.—A portion of the accrued DROP benefits shall be paid to DROP participant or surviving spouse, less withholding taxes remitted to the Internal Revenue Service, and the remaining DROP benefits must be transferred directly to the custodian of an eligible retirement plan as defined in section 402(c)(8)(B) of the Internal Revenue Code. However, in the case of an eligible rollover distribution to the surviving spouse of a deceased Participant, an eligible retirement plan is an individual retirement account or an individual retirement annuity as described in section 402(c)(9) of the Internal Revenue Code. The proportions must be specified by the DROP participant or surviving beneficiary.

(9) If a DROP Participant dies before his or her DROP account is distributed, the Participant's designated beneficiary shall have the same rights as the Participant with respect to the distribution of the DROP account. If the Participant has not designated a beneficiary, the DROP account balance shall be paid to the Participant's estate.

d. Death benefits under DROP

(1) Upon the death of a DROP participant, the named beneficiary is entitled to receive the accrued benefits in DROP as provided in Paragraph (c)(9).

(2) The normal retirement benefit accrued to DROP during the month of a Participant’s death is the final monthly benefit credited for such DROP participant.

e. 415 limitations. All benefit payments and accruals under the DROP shall be in accordance with subsection 415(b) of the Internal Revenue Code and all regulations thereunder, to the extent applicable, which subsections and regulations are incorporated herein by reference.

f. The accrued benefits of any DROP participant, and any contributions accumulated under the program, are not subject to assignment, execution, attachment, or any legal process except for domestic relations court orders, income deduction orders as provided in Florida Statute section 61.1301, and federal income tax levies.

g. Forfeiture of retirement benefits.—This section does not remove DROP participants from the scope of s. 8(d), Art. II of the State Constitution and Florida Statute Section 112.3173. DROP participants who commit a specified felony offense while employed are subject to forfeiture of all retirement benefits, including DROP benefits, pursuant to those provisions of law.

h. The Powers and Duties of Trustees as set forth in Section 12 are applicable to this Deferred Retirement Option Program ("DROP") for Employees.

Section 4. Repeal of Conflicting Ordinances. All Ordinances or portions thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

Section 6. Effective Date. This Ordinance shall become effective upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR	□	□	□
PATTI WALLER, VICE MAYOR	□	□	□
JOHNNIE TIECHE, MAYOR PRO TEM	□	□	□
KIM SCHMITZ, COUNCIL MEMBER	□	□	□
GARY READY, COUNCIL MEMBER	□	□	□

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the _____ day of _____, 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____
BEV SMITH, MAYOR

First Reading:_____

Second Reading:_____

ATTEST:

BY: _____
KIMBERLY M. WYNN, CMC, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

Village of Palm Springs

Executive Brief

AGENDA DATE: May 14, 2026

DEPARTMENT: Finance

ITEM #19: Mayor and Council Members Salary Compensation

SUMMARY: Ordinance 97-05 established the Annual Compensation for the Mayor and the Members of the Village Council, which became effective March 11, 1997. It established the total compensation of the Mayor including "salary" of $4,200 per year for the Mayor and $3,600 per year for the Council Members, plus "expenses" of $2,400 per year for the Mayor, and $1,800.00 per year for each Council Member deemed "annual salary. Since 1997, the rates of the Council have not been adjusted and are no longer competitive with the market of other municipalities. They also do not take into account the increased level of responsibility in their roles.

The recommendation for compensation is to increase the Mayor's salary to $10,000 per year and the Council member to $9,400 per year, along with increasing annual "expenses" to the Mayor of $5,000 per year and $4,400 per year to each Council member.

Section 3.04 of the Village Charter states that the Council may determine the annual salary of the council members and mayor by ordinance, but no ordinance increasing such salary shall become effective until all terms of those currently in office have expired. Effective March 2027, Council Member District 2 and District 4 end. Effective March 2028, Council Member District 3 and District 4 and Mayor's terms end. This ordinance will become effective after the end of those terms in April 2028.

FISCAL IMPACT:
Current Annual Cost (4 Council members at $5,400 and 1 Mayor at $6,600)= $28,200. Proposed Changes (4 Council members at $13,800 and 1 Mayor at $15,000)=$70,200. This would result in an annual increase of $42,000.

ATTACHMENTS:
1. Council Compensation Ordinance 2026-03 5.4.2026
2. Elected Officials Salary Study
3. Ordinance 1997-05

ORDINANCE NO. 2026-03

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPENSATION OF THE MAYOR AND COUNCILMEMBERS UPON EXPIRATION OF ALL CURRENT TERMS OF OFFICE; AND, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 3.04 of the Village of Palm Springs Charter, the Village Council may determine the annual salary of the councilmembers and the mayor by ordinance, but no ordinance increasing such salary shall become effective until all terms of those currently in office have expired; and

WHEREAS, the Village Council has not increased the salary of the councilmembers and the mayor since 1997; and

WHEREAS, as part of their increasing duties as elected officials of the Village of Palm Springs, the Village councilmembers and mayor prepare for, attend, and participate in the Village's and its boards' and committees' meetings and events; the Palm Springs Community Redevelopment Agency meetings and events; Palm Beach County's meetings and events; Palm Beach County League of Cities' meetings and events; Florida League of Cities meetings and events; and, other state, federal, and local meetings and events;

WHEREAS, in addition, as part of their increasing duties as elected officials, the Village councilmembers and mayor prepare for and meet with Village staff, residents, citizens, and members of the Florida Legislature on a variety of issues affecting the Village, Palm Beach County and the State of Florida; and

WHEREAS, the Village councilmembers and mayor in the performance of these and other duties educate themselves and others on a variety of issues which enable the Council to make well-informed decisions and enrich the Village of Palm Springs for its residents, citizens, staff, and guests; and

WHEREAS, in recognition of the aforementioned increasing duties and to potentially attract others to run for elected office in the Village, the Village Council desires to increase its salary to an amount that reasonably compensates future councilmembers and the mayor for their time and efforts, which increase shall equate to $9,400 per year for the councilmembers and $10,000 per year for the mayor, plus "expenses" of $4,400 per year for each Council Member and $5,000 per year for the Mayor; and

WHEREAS, consistent with the Village Charter, the foregoing increase in the Village Council salary shall not be effective after the General Election of March 2027, which is the date after all terms of those currently in office have expired; and

WHEREAS, the Village Council finds that the adoption of this Ordinance serves a valid public purpose.

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

Section 1. Recitals. The foregoing recitals are incorporated herein as true and correct findings and statements of the Village Council of the Village of Palm Springs.

Section 2. Amendment. Commencing on the first payroll of April 2029 after the March election, the salary of the Village Council is as follows:

(a) The mayor shall receive an annual salary of $15,000, which shall be paid in equal monthly installments.
(b) The remaining councilmembers shall receive an annual salary of $13,800, which shall be paid in equal monthly installments.

Section 3. Repeal of Conflicting Ordinances. All ordinances, resolutions, or parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 4. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 5. Effective Date. This Ordinance shall become effective upon adoption; however, the salary set forth herein shall not be paid until April 2029.

Council Member_____, offered the foregoing Ordinance and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
JOHNNIE TIECHE, MAYOR PRO TEM	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐
KIMBERLY SCHMITZ, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this _____ day of _____, 2026.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEVERLY SMITH, MAYOR

First Reading_____
Second Reading_____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

	VPS	Village of North Palm Beach	Greenacres	Lantana	Dania Beach	Boca Raton	Lake Worth Beach	Juno Beach	Jupiter	Palm Beach Gardens	City of Venice	Village of Wellington	Proposed VPS
Mayor	$ 4,200.00	$ 16,200.00	$ 16,125.00	$ 10,800.00	$ 53,240.00	$ 38,000.00	$ 29,500.00	$ 8,400.00	$ 22,000.00	$ 38,798.00	$ 23,009.00	$ 3,600.00	$ 10,000.00
Mayor Stipend	$ 2,400.00			$ 3,600.00								$ 6,000.00	$ 5,000.00
	$ 6,600.00	$ 16,200.00	$ 16,125.00	$ 14,400.00	$ 53,240.00	$ 38,000.00	$ 29,500.00	$ 8,400.00	$ 22,000.00	$ 38,798.00	$ 23,009.00	$ 9,600.00	$ 15,000.00
Council	$ 3,600.00	$ 13,500.00	$ 15,271.00	$ 7,200.00	$ 50,506.00	$ 28,000.00	$ 24,500.00	$ 8,400.00	$ 18,600.00	$ 36,453.00	$ 21,809.00	$ 3,600.00	$ 9,400.00
Council Stipend	$ 1,800.00			$ 2,400.00								$ 6,000.00	$ 4,400.00
	$ 5,400.00	$ 13,500.00	$ 15,271.00	$ 9,600.00	$ 50,506.00	$ 28,000.00	$ 24,500.00	$ 8,400.00	$ 18,600.00	$ 36,453.00	$ 21,809.00	$ 9,600.00	$ 13,800.00

ORDINANCE NO. 97-05

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ESTABLISHING AND REESTABLISHING COMPENSATION FOR THE MAYOR AND MEMBERS OF THE VILLAGE COUNCIL INCLUDING THE REALLOCATION OF SALARIES AND EXPENSE PAYMENTS BUT NOT ALTERING THE TOTAL AMOUNTS TO BE PAID THEREFOR; MEMORIALIZING AND AFFIRMING THE ACTIONS OF PRIOR VILLAGE COUNCILS; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT AND SPECIFICALLY REPEALING ORDINANCE 86-02, IN PART; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council adopted Ordinance No. 86-02 which provided in part that effective March, 1989, the salary of the Mayor was set at $350.00 per month and Village Council Members at $300.00 per month; and

WHEREAS, in addition to such salary and upon adoption of Ordinance No. 87-03 the Village Council provided that the Mayor receive a payment of $200.00 per month and Village Council Members receive a payment of $150.00 per month for expenses incurred as members of the Village Council; and

WHEREAS, for tax years prior to 1991, the Mayor and Village Council Members would receive an Internal Revenue Service (IRS) Form W-2 (Wage Income) for salary, and an IRS Form 1099 (Miscellaneous Income) for expense funds; and

WHEREAS, on or about June, 1991, Ernst & Young, Certified Public Accountants, as independent auditors for the Village, rendered a written opinion indicating that the payment of salary and expense monies must be considered "wages reportable on Form W-2", as the same may be defined by, or used in the Federal Internal Revenue Code; and

WHEREAS, for tax year 1991, and all years since, the Village government has made this technical correction by issuing IRS Form W-2s to each of the Mayor and Village Council Members, indicating the total for both salary and expenses as taxable wages; and

Ordinance No. 97-05

WHEREAS, during the period March, 1989 through February, 1997, the Mayor and Village Council continued to receive both salary and expense as reportable income; and

WHEREAS, the Village Charter, at Section 3.04 provides, in part, that "The Council may determine the annual salary of Council Members and Mayor by Ordinance..."; and

WHEREAS, following the opinion of the independent auditors, the "annual salary" of the Mayor and Village Council Members should be clarified by Ordinance to reflect the addition of the "expense" amount as salary for the Mayor and Council Members to accurately reflect the characterization of this total compensation;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:

SECTION 1. All of the recitations contained above are true and correct, and are adopted herein as a memorialization of the facts recited.

SECTION 2. The total compensation of the Mayor and Village Council, including "salary" of $4,200.00 per year for the Mayor and $3,600.00 per year for the Council Members, plus "expenses" of $2,400.00 per year for the Mayor, and $1,800.00 per year for each Council Member is hereby approved as "annual salary" as same is used in Section 3.04, Village Charter, and such approval hereby affirms all applicable taxable wages of the Mayor, and all prior or current Village Council Members, effective *nunc pro tunc,* on the date each member assumed office.

SECTION 3. Effective after the Village General Election of March 11, 1997, and consistent with the same amounts approved in 1986 and 1987 all duly elected or appointed Mayors shall receive

the total annual salary of $6,600.00, payable in monthly installments of $550.00; and Village Council Members shall receive the total annual salary of $5,400.00, payable in monthly installments of $450.00.

SECTION 4. Repeal of Conflicting Ordinances. All ordinances, resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed; specifically, this ordinance shall repeal the salary provisions of Ordinance No. 86-02, adopted on August 14, 1986, and the Council expense provisions of Ordinance No. 87-03 adopted September 24, 1987.

SECTION 5. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 6. Effective Date. This Ordinance shall become effective immediately upon adoption.

Council Member Osborne, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member Davis, and upon being put to a vote, the vote was as follows:

RICHARD H. JETTE, MAYOR	Aye
JOHN M. DAVIS, VICE MAYOR	Aye
JULIUS LEVINE, MAYOR PRO TEM	Aye
CHESTER D. OSBORNE, COUNCIL MEMBER	Aye
KARON B. SHODA, COUNCIL MEMBER	Absent

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council

Ordinance No. 97-05

of the Village of Palm Springs, Florida, on second reading, the 27th day of February, 1997.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST: Irene T. Burrough
Village Clerk

BY: Richard H. Jette
RICHARD H. JETTE, Mayor

Reviewed for Legal Form

Paul J. Nicoletti
Village Attorney

VILLAGE OF PALM SPRINGS SEAL 1957 FLORIDA