RESOLUTION NO. 2026-3596

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF PACE 15 FLEX PROFESSIONAL SERVICES, TRAINING, AND TYLER CONNECT PASSES FROM TYLER TECHNOLOGIES, INC. FOR THE TOWN'S TYLER ENTERPRISE RESOURCE PLANNING SOFTWARE SYSTEM IN THE ANNUAL AMOUNT OF $16,425.00, SUBJECT TO ANNUAL BUDGETARY APPROPRIATION; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(2) OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER AND/OR AMENDMENT TO THE EXISTING AGREEMENT AS NECESSARY FOR THE ADDITIONAL SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") and Tyler Technologies, Inc. ("Tyler") are parties to a Software as a Service Agreement ("Agreement") dated January 17, 2018, as amended, pursuant to which Tyler provides the Town with access to and use of Tyler's proprietary enterprise resource planning software, together with related hosting, maintenance, support, and training services (collectively, the "Tyler Software"); and

WHEREAS, Town staff has identified the need for additional ongoing post-implementation professional services and training to support the Town's use of the Tyler Software, train Town staff on the Tyler Software's features and functionality, and optimize the Tyler Software for the Town's operations; and

WHEREAS, Tyler has submitted Quote No. 2026-595793-K0L3Z5, attached hereto as Exhibit "A" ("Quote"), for Tyler's PACE 15 Flex services ("PACE Services") at an annual fee of $16,425.00; and

WHEREAS, as described in the Quote, the PACE Services include, on an annual basis, fifteen (15) PACE days of professional services and training and three (3) passes

to Tyler Connect, Tyler's annual client conference, along with one (1) investment assessment for every three (3) years of PACE Services purchased; and

WHEREAS, the PACE Services are provided for an annual term and automatically renew for additional one (1) year terms unless terminated by either party in accordance with the Quote; and

WHEREAS, pursuant to Section 3-13(2) of the Town Code, contracts for professional services are exempt from the Town's competitive bidding procedures, and the Town Commission finds that the PACE Services are such professional services; and

WHEREAS, the PACE Services will benefit the Town by providing Town staff with ongoing training and professional support for the Tyler Software, improving the efficiency of Town operations, and maximizing the value of the Town's investment in the Tyler Software; and

WHEREAS, the Town Commission wishes to approve the Quote and authorize the Town Manager to enter into a purchase order and/or amendment to the Agreement with Tyler for the additional PACE Services, in the amount of $16,425.00 annually, subject to annual budgetary appropriation; and

WHEREAS, the Town Commission finds that this Resolution is in the best interests and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above-stated recitals is hereby adopted, confirmed, and incorporated herein.

Section 2. Quote Approved; Exemption from Competitive Bidding; Authorization to Town Manager. The Quote from Tyler for the PACE Services, in the annual amount of $16,425.00, attached hereto as Exhibit "A," is hereby approved. The Town Commission finds that, pursuant to Section 3-13(2) of the Town Code, the purchase is exempt from competitive bidding. The Town Manager is authorized to enter into an purchase order and/or amendment to the Agreement with Tyler for the PACE Services, subject to approval by the Town Attorney as to form and legality.

Section 3. Renewal Terms; Budgetary Appropriation. The Town Manager is authorized to allow the PACE Services to renew for additional one (1) year terms, or to terminate the PACE Services, in accordance with the Quote and the Agreement. The Town's payment obligations for the PACE Services are subject to annual budgetary appropriation.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the PACE Services and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 10th day of November, 2026.

Motion By: Commissioner Vildostegui
Second By: Commissioner Weingot

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani	Yes
Commissioner Gerardo Vildostegui	Yes
Commissioner David Weingot	Yes

Vice Mayor Dayana Benmergui	Absent
Mayor Shlomo Danzinger	Yes

Shlomo Danzinger, Mayor

ATTEST:

For Sandra N. McCready, MMC
Town Clerk

TOWN OF SURFSIDE INCORPORATED SEAL 1935 DADE COUNTY, FLA.

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

EXHIBIT "A"



Quoted By: Ally Maddox
Quote Expiration: 11/30/26
Quote Name:

Sales Quotation For:
SURFSIDE, FL TOWN OF
TOWN MANAGER
9293 HARDING AVE
SURFSIDE FL 33154-3009

Tyler Annual Services

Descripton	Users/Units	Annual Fee
PACE		
PACE 15 - Flex	1	$ 16,425
TOTAL:		**$ 16,425**

Summary	One Time Fees	Recurring Fees
Total Services	$ 0	$ 16,425
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 0**	**$ 16,425**

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Pace 15 Flex: Includes 15 PACE days and 3 passes to Tyler Connect annually, along with one Investment assessment for every three years of PACE services purchased. PACE Flex provides the client with an option to consume PACE days and attend Tyler Connect either remotely or in-person at no additional cost. On-site PACE sessions must be scheduled in 3-day increments, and the client will be responsible for all travel costs incurred. For clients not yet live on Enterprise Permitting & Licensing, the first annual term for PACE commences on the 1st day of the month in which Phase 1 project activities are scheduled to be completed. All project-based post-live work will be provided by the Phase 1 project teams, as stated in the project plan. The PACE Project Manager will engage with the client toward the end of Phase 1 to establish continuity. For clients live on Enterprise Permitting & Licensing, the first annual term for PACE commences on the 1st day of the month following the date of the client's signature on the applicable sales quotation, amendment, or purchase order. The PACE annual term runs for 12 full calendar months. Upon expiration of the first annual term, the term will renew automatically for an additional one (1) year term at the current rate plus the client's contracted annual maintenance increase percentage unless terminated in writing by either party at least thirty (30) days prior to the end of the term. PACE days may only be utilized on live modules. Tyler Connect passes for the current year are available to clients with a cycle start date on or before 03/01. Clients with a cycle start date of 04/01 or later will be eligible for Tyler Connect passes the following year. PACE Days, Investment Assessments, and Tyler Connect passes expire at the conclusion of the term. No credit will be granted for unused days, assessments, or passes.