RESOLUTION NO. 2026-3597

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF DIGEPLAN CORE ELECTRONIC PLAN REVIEW SOFTWARE AND RELATED IMPLEMENTATION AND PROJECT MANAGEMENT SERVICES FROM TYLER TECHNOLOGIES, INC. IN THE AMOUNT OF $31,500.00 IN ONE-TIME FEES AND $15,000.00 IN ANNUAL RECURRING FEES, SUBJECT TO ANNUAL BUDGETARY APPROPRIATION; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(2) AND 3-13(7)J 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 certain Tyler proprietary software, including Tyler's EnerGov Enterprise Permitting and Licensing ("EP&L") software, together with related hosting, maintenance, support, and training services (collectively, the "Tyler Software"); and

WHEREAS, the Town currently uses Bluebeam software for the electronic review of plans submitted, and Town staff recommends upgrading the Town's electronic plan review software to DigEplan, a Tyler electronic plan review software that is more user-friendly and integrates more effectively with the Tyler Software, while continuing to use Bluebeam for PDF editing and general document management; and

WHEREAS, Tyler has submitted Quote No. 2026-603875-L5P2C7, attached hereto as Exhibit "A" ("Quote"), for DigEplan Core software as a service for the Town's EP&L electronic reviews, for a one-time fee of $31,500.00, and an annual recurring fee

of $15,000.00, together with remote implementation and project management services for the DigEplan Software ("Services"); 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 pursuant to Section 3-13(7)J of the Town Code, software renewals and upgrades are exempt from the Town's competitive bidding procedures; and

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

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, attached hereto as Exhibit "A," for the DigEplan Software and Services for a one-time fee of $31,500.00, and annual recurring fees in the amount of $15,000.00, are hereby approved. The Town Commission finds that, pursuant to Section 3-13(2) of the Town Code, the professional services exempt from competitive bidding, and that, pursuant to Section 3-13(7)J of the Town Code, the DigEplan Software is a software upgrade exempt from competitive bidding. The Town Manager is authorized to enter into a purchase order and/or amendment to the existing Agreement, for the DigEplan Software and Services, subject to approval by the Town Attorney as to form and legality.

Section 3. Annual Renewal; Budgetary Appropriation. The Town Manager is authorized to renew the DigEplan Software for additional one (1) year terms in accordance with the Quote and the Agreement, subject to annual budgetary appropriation. The Town Manager may elect not to renew the DigEplan Software in the Town Manager's discretion.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the DigEplan Software and Services approved herein 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

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


TOWN OF SURFSIDE
INCORPORATED
SEAL
1 9 3 5
DADE COUNTY, FLA.

EXHIBIT "A"

tyler technologies

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

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
DigEplan Implementation Services	116	$ 225	$ 26,100	$ 0
DigEplan PM Services	24	$ 225	$ 5,400	$ 0
TOTAL:			**$ 31,500**	**$ 0**

Third-Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint /SaaS	Unit Maint/SaaS Discount	Total Maint / SaaS
Third Party							
DigEplan Core - Additional Users	5	$ 0	$ 0	$ 0	$ 5,000	$ 0	$ 5,000
DigEplan Core - Up to 5 Users	1	$ 0	$ 0	$ 0	$ 5,000	$ 0	$ 5,000
DigEplan Digital Projects	1	$ 0	$ 0	$ 0	$ 5,000	$ 0	$ 5,000
TOTAL				**$ 0**			**$ 15,000**

Summary	**One Time Fees**	**Recurring Fees**
Total Services	$ 31,500	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 15,000
Summary Total	**$ 31,500**	**$ 15,000**

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.

DigEplan Pro. Your use of DigEplan Pro is subject to the LCT Software LLC Subscription Terms & Conditions found here: https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions. By signing a Tyler Agreement or Order Form including DigEPlan Pro, or accessing, installing, or using DigEplan Pro, you agree that you have read, understood, and agree to such terms.

Proposal Includes:

Annual Software as a Service ("SaaS") Fees

DigEplan Core

- Specially designed software package for Tyler EP&L Customers, Core includes all the features offered with DigEplan Essentials + additional features offered with DigEplan Core
- Fee includes up to 5 Named Users
- Features Available:
    - Compare & Overlay
    - Calibrated Measurements
    - Standard Comments
    - Real-time Collaboration
    - SSO/MFA
    - Doc Composer
    - Markup Calculator
    - Custom Data Fields
    - Advanced Markup Library

DigEplan Digital Projects

- Online Plan Submission (Civic Access Integration)
- This is required functionality for EP&L – DigE integration

DigEplan Core - Additional Users

- 5 Additional DigEplan Core Users, bringing Surfside to a total of 10.

One-Time Services Fees

Professional Implementation Services - DigEplan - 116 hours

- Current/future state analysis, best practice consulting, configuration, troubleshooting assistance, end-user training, and production cutover support for the DigEplan Core implementation.
- Delivered remotely by a Tyler Implementation Consultant.

Project Management Services - DigEplan - 24 hours

- Internal resource coordination, project planning, and recurring client status calls related to the DigEplan Core implementation.
- Delivered remotely by a Tyler Project Manager.

Scope of Work

All services delivered remotely.

Tyler will deploy and implement DigEplan Core for the processes optimized for EP&L eReviews. Services included in this proposal are estimated based on information provided by Surfside, FL.

If Surfside, FL requires additional process configuration beyond the with is quoted in the proposal, additional professional services fees will apply. Should additional software or services be needed, they can be purchased at the rates included in this proposal for a period of no more than 6 months following client-execution of this proposal.