

**FIRST AMENDMENT TO TERM CONTRACT FOR PUBLIC NOTICE SOFTWARE
(RFP-604962-25/MHH)**

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 20____, and is to that certain Original Agreement made and entered into on the 1st day of May, 2025, between **COLUMN SOFTWARE, PBC INC.**, duly authorized to conduct business in the State of Florida, whose address is 9450 SW Gemini Dr., Beaverton, OR 97008, in this First Amendment referred to as “CONTRACTOR”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this First Amendment referred to as “COUNTY”.

W I T N E S S E T H:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Original Agreement on May 1, 2025, to provide public notice software for COUNTY; and



WHEREAS, the parties desire to amend the Original Agreement to revise the Scope of Services to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 50.0311, Florida Statutes, requires COUNTY to make available to all local municipalities, units of local government, political subdivisions and the Seminole County School Board its publicly accessible website designed to publish legally required advertisements and public notices; and

WHEREAS, the parties desire to amend the Original Agreement to include the billing procedures for all local municipalities, units of local government, political subdivisions and the Seminole County School Board that choose to publish advertisements and notices on the COUNTY’s publicly accessible website; and

WHEREAS, Section 21 of the Original Agreement provides that any amendments will be

valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this First Amendment, the parties agree to amend the Original Agreement as follows:

1. Effective as of the date of execution of this First Amendment, Exhibit A of the Original Agreement is hereby deleted and shall be replaced by the Scope of Services attached to this First Amendment as Exhibit A.

2. Effective as of the date of execution of this First Amendment, a new section entitled “General Terms for Third-Party Users” shall hereby be added to the Original Agreement as Section 35. Such provision states as follows:

Section 35. General Terms for Third-Party Users

- (a) In accordance with Section 50.0311, Florida Statutes, COUNTY has designated a publicly available website, which is searchable, for the purpose of publishing legal notices and advertisements to the public. All local municipalities, units of local government, political subdivisions and the Seminole County School Board (hereinafter “third-party users”) shall have access to the COUNTY’s website for the publishing of legal notices and advertisements to the public.
- (b) The COUNTY shall have no responsibility in reviewing the content or legal sufficiency of the advertisements or notices of the third-party users at any time; however, COUNTY reserves the right to remove advertisements or notices which are not in accordance with Section 50.0311, Florida Statutes, or other applicable law.
- (c) CONTRACTOR shall directly invoice third-party users. The third-party user fees shall be established by the COUNTY and communicated to CONTRACTOR in writing at least annually. Third-party user fees may be changed at any time at the

COUNTY's sole discretion by means of a contract amendment.

(d) Third-party user fees shall be One Hundred and Fifty Dollars and Zero Cents (\$150.00) unless further changed by the COUNTY in accordance with the previous sub-section.

(e) CONTRACTOR shall retain its twenty percent (20%) of all third-party user fees and shall remit eighty percent (80%) of same to the COUNTY. Such remittances shall be made from the CONTRACTOR to the COUNTY on a monthly basis, along with a detailed accounting of all third-party user transactions.

3. Except as modified by this First Amendment, all terms and conditions of the Original Agreement shall remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

ATTEST:



COLUMN SOFTWARE, PBC INC.

Witness

Print Name

Witness

Print Name

By:_____
John Seaton, President

Date:_____

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SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

By: _____
GLADYS MARROZOS, Procurement
Administrator

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2025, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney



Attachments:
Exhibit A – Scope of Services

AFL/sfa
09/15/2025
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EXHIBIT A

Scope of Service

With the passing of HB 7049 in 2023, FS 50.0311 allowed for the publication of advertisements and public notices on a publicly accessible website and governmental access channels. In September of this year, the Seminole County Board of County Commissioners directed staff to solicit and procure a software solution that will allow the County to comply with the Statute and publish public hearing notices on the County website.

The software platform shall fully conform to FS 50.0311 and any subsequent changes that the Florida Legislature approves. The solution shall provide software to draft, format, edit, approve, and pay for public notices, as well as generate accompanying affidavits. The software shall include a display of public notices on the County's website, public notice archives, the ability to search, and a subscription for notification citations.

The software solution must also provide:

- Public Notice Templates that the County configures and changes as necessary.
- Ability for local cities, elected offices, and the school board to manage and publish their own public notices.
- Manage the billing and payment process of the local cities, elected officials, and the school board.
- Maintain a registry of names, addresses, and e-mail addresses of property owners and residents who have requested in writing that they receive legally required advertisements and public notices from Seminole County by first-class mail or e-mail.
- Provide customized training to authorized County staff and partner agencies.
- Provide a direct link from the County's homepage to the public notice webpage.
- Provide the ability to report all data through an online reporting system that includes the feature to export data in an industry standard format (XLS, PDF are examples).
- Demonstrated ability to meet or exceed cybersecurity best practices as defined by the NIST-CFS 2.0 standard