

**FOURTH AMENDMENT TO AGREEMENT ADOPTING THE MIAMI-DADE COUNTY  
PROFESSIONAL SERVICES, SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT,  
SOCIAL SERVICES INFORMATION SYSTEM, WITH BOWMAN SYSTEMS, LLC**

This Fourth Amendment ("Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and WellSky Corporation, a New York corporation registered to transact business in the State of Florida ("Provider"). County and Provider are individually referred to as a "Party" and collectively referred to as the "Parties."

**RECITALS**

A. The Parties entered into the Agreement Adopting the Miami Dade County Professional Services, Software License, Maintenance and Support Agreement, Social Services Information System with Bowman Systems, LLC, dated May 7, 2013, as amended by a First Amendment, dated June 5, 2018; a Second Amendment, dated December 10, 2019; and a Third Amendment, dated May 29, 2024 (collectively, the "Agreement"), whereby Provider provides to County a Service Point Homeless Management System ("HMIS") for County's Community Partnerships Division.

B. The Parties now desire to further amend the Agreement to provide for up to three (3) additional one-year extension terms and to increase the not-to-exceed amount.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Unless otherwise indicated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. Paragraph 5 of the Agreement is amended as follows:
  5. The Agreement shall be effective on the date of complete execution of this Agreement and the initial term shall be one (1) year. The option to renew the Agreement each year on a year-to-year basis for a maximum total of ~~eleven (11)~~ **fourteen (14)** years may be exercised by the County's Purchasing Director with written consent by Provider.
4. Paragraph 6 of the Agreement is amended as follows:

6. The total maximum compensation for the duration of this Agreement shall not exceed the following, which amounts shall be paid as more specifically detailed in Exhibit C only for work actually performed and completed pursuant to this Agreement, and which amounts shall be accepted by Provider as full compensation for all such work:

Term	Total Not-to-Exceed Amount
Initial Term plus first four (4) extension terms	\$698,070.70
Extension terms for Years 6 and 7 (if so extended)	\$165,000.00/annually
Each subsequent extension term (Years 8 through 10) (if so extended)	\$135,000.00/annually
Extension term (Year 11) (if so extended)	\$125,000.00/annually
<b><u>Extension terms for Years 12 through 14 (if so extended)</u></b>	<b><u>\$130,000.00/annually</u></b>

5. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Provider, Provider hereby attests under penalty of perjury that Provider does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Provider declares that they have read the foregoing statement and that the facts stated in it are true.

6. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

7. Preparation of this Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

8. Provider acknowledges that through the date this Amendment is executed by Provider, Provider has no claims or disputes against County with respect to any of the matters covered by the Agreement.

9. The effective date of this Amendment shall be the date of complete execution by the Parties.

10. This Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

*(The remainder of this page is blank.)*

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_; and Wellsky Corporation, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners


By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

SARA  
By COHEN \_\_\_\_\_  
Sara F. Cohen (Date)  
Assistant County Attorney

Digitally signed by SARA COHEN  
Reason: Approved as to form  
Location: Broward County  
Attorney's Office  
Date: 2025.03.11 14:13:20 -04'00'

By  \_\_\_\_\_  
René D. Harrod (Date)  
Chief Deputy County Attorney

Digitally signed by René D. Harrod  
DN: cn=René D. Harrod, ou=Broward  
County Attorney's Office,  
email=rharrod@broward.org, c=US  
Reason: Approved as to form  
Date: 2025.03.11 14:14:47 -04'00'

SC  
Wellsky Fourth Amendment  
10/26/2024  
#1137054.v1

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PROFESSIONAL SERVICES, SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT,  
SOCIAL SERVICES INFORMATION SYSTEM, WITH BOWMAN SYSTEMS, LLC

PROVIDER

WellSky Corporation

By Steve Greenberg

Authorized Signer

Stephen Greenberg, SVP & GM

Print Name and Title

18th day of December, 2024