


ORDER DOCUMENT
SAAS SERVICES


This Order Document is effective as of June 1, 2020 (the “Effective Date”). This Order Document is an offer to make an offer and does not constitute a valid contract between the Parties until countersigned by MRI. Any pricing terms in this Order Document are valid for thirty (30) days following issuance of this Order Document. The terms and conditions found at www.mrisoftware.com/termsandconditions (“MRI Terms and Conditions”), are incorporated by reference and made a part of this Order Document as fully as if set forth herein. The MRI Terms and Conditions may be amended from time to time by MRI. Capitalized terms that are not otherwise defined in this Order Document shall have the meanings set forth in the MRI Terms and Conditions. If Client is utilizing a SaaS Service, this Order Document, the Master Agreement, the SaaS Services Schedule, the Professional Services Schedule and any exhibits and attachments thereto all contained in the MRI Terms and Conditions shall specifically govern the relationship between MRI and Client. If Client is utilizing MRI’s subscription on-premise license, this Order Document, the Master Agreement, the Limited Software License and Maintenance and Support Schedule, the Professional Services Schedule and any exhibits and attachments thereto all contained in the MRI Terms and Conditions shall specifically govern the relationship between MRI and Client. In the event of a conflict between an Order Document and the Master Agreement, the Master Agreement shall prevail, provided, however, that such standard variable terms such as price, quantity, term length and License Metrics, tax exempt status, payment terms and the like shall be as specified on each Order Document. If the Order Document contains language that specifically overrides an enumerated section of the Master Agreement, such specific language in the Order Document shall prevail against the enumerated language in the Master Agreement.

By signing this Order Document, Client verifies that it has read the MRI Terms and Conditions, and acknowledges its agreement to be bound by them.

Sonoma County Housing Authority (“Client”)
 1440 Guerneville Road
 Santa Rosa, California 95403

HAPPY Software, LLC, an MRI Software LLC Company (“MRI”)
 28925 Fountain Parkway
 Solon, OH 44139

Signature: 
 Print Name: Barbie Robinson
 Title: Executive Director

Signature: 
 Print Name: ROMAN TELERMAN
 Title: CFO

The Parties accept and agree to this Order Document, as follows:

Administrator: <u>Martha Cheever</u> Address: <u>1440 Guerneville Road</u> <u>Santa Rosa, CA 95403</u> E-mail: <u>martha.cheever@sonoma-county.org</u> Voice: <u>(707) 565-7521</u> Fax: <u>(707) 56507583</u> Cell: <u>(707) 292-1355</u>		Technical Contact/Download Recipient: <u>Tracy Becker</u> Address: <u>1440 Guerneville Road</u> <u>Santa Rosa, CA 95403</u> E-mail: <u>tracy.becker@sonoma-county.org</u> Voice: <u>(707) 565-7518</u> Fax: <u>(707) 565-7583</u> Cell: _____	
Billing Contact: <u>Martha Cheever</u> Address: <u>1440 Guerneville Road</u> E-mail: <u>martha.cheever@sonoma-county.org</u> Voice: <u>(707) 565-7521</u> Fax: _____			

SAAS SERVICES			
Products	License Metric	Quantity	Territory
1099s and Payment History	Named Users Units	Up to 22 Named Users Up to 2,958 Units	USA
8 to 9.1 Upgrade	Named Users Units	Up to 22 Named Users Up to 2,958 Units	USA
AssistanceCheck - Online Assistance Portal	Named Users Units	Up to 22 Named Users Up to 2,958 Units	USA
Custom Forms	Named Users Units	Up to 22 Named Users Up to 2,958 Units	USA
Direct Deposit	Named Users Units	Up to 22 Named Users Up to 2,958 Units	USA
FSS Pro	Named Users Units	Up to 22 Named Users Up to 2,958 Units	USA
HQS Mobile Inspections (iPad)	Users	Up to 10 Concurrent Users	USA
iDIA	Named Users Units	Up to 22 Named Users Up to 2,958 Units	USA
iFile	Named Users Units	Up to 22 Named Users Up to 2,958 Units	USA
Inspections	Named Users Units	Up to 22 Named Users Up to 2,958 Units	USA
Occupancy	Named Users Units	Up to 22 Named Users Up to 2,958 Units	USA
Payments	Named Users Units	Up to 22 Named Users Up to 2,958 Units	USA
Remote Screen Sharing	Named Users Units	Up to 22 Named Users Up to 2,958 Units	USA
Tenant Accounts Receivable (TARs)	Named Users Units	Up to 22 Named Users Up to 2,958 Units	USA
Waiting List	Named Users Units	Up to 22 Named Users Up to 2,958 Units	USA
WaitListCheck - Online Application Collection	Named Users Units	Up to 22 Named Users Up to 2,958 Units	USA
Database	Each	Up to 1 Test Up to 1 Production	USA

FEES, PAYMENT AND TERM		
Initial Term (1)	Effective Date	First Twelve Months SaaS Fees (2)(3)
One (1) Year	June 1, 2020	\$54,261
<p>(1) The Initial Term and any Renewal Term are non-cancelable, subject to termination rights as set forth in the Agreement.</p> <p>(2) MRI may, at any time after the first twelve (12) months of the Effective Date listed above, and in its sole discretion, modify the Fees upon ninety (90) calendar day prior written notice to Client. A twelve (12) month period commences on the anniversary of the Effective Date. For purposes of notice in this footnote, email or first-class mail will suffice.</p>		
<p>Payment Terms: Fees are due in U.S. Dollars annually in advance. Initial payment must be received by MRI prior to the Effective Date and any Renewal Term; MRI has no obligation to provide SaaS Services until such payment is received.</p>		

LICENSE METRICS AND USE RIGHTS DEFINITIONS
<p>Definitions</p> <p>A “Unit” is a space rented or designed to be rented to a tenant for residential use and is characterized by a unique tenant, a unique mailing address, or a unique physical location. “Units” include without limitation AHR Units and DHCR Units.</p>

A "**Named User**" license permits Clients to assign User IDs only to a fixed number of specifically named employee users or Affiliates, and simultaneous access to the licensed Program is limited to those specific named users.

A "**Concurrent User**" license permits Client to assign an unlimited number of User IDs to its employees or Affiliates' employees, but simultaneous access to the SaaS Services is limited to the number of authorized concurrent licenses paid for and held by the Client.

Use Rights: The license to use the SaaS Service is priced based on Client's License Metrics as of the Effective Date of this Order Document and allows Client to use the Software to manage up to the quantity set forth above. Additional licenses must be purchased by Client in the event the number of actual License Metrics exceeds such licensed quantity. If Client's actual License Metrics exceed such licensed quantity, then MRI reserves the right to charge a premium fee for any additional License Metric used. The cost for these additional licenses will be at MRI's then-current fees. There shall be no fees adjustments or refunds for any actual License Metrics decreases. Fees (other than monthly user access fees) are based on quantity purchased, not usage.

Self-Certification: Without prejudice to MRI's audit rights pursuant to the Agreement, Client will, by June 1st of each year, document and certify that use of the SaaS Services is in full conformity with the use rights granted hereunder. The Self-Certification Document can be found in the MRI Terms and Conditions.

MAINTENANCE AND TECHNICAL SUPPORT

Maintenance Level: Standard

Fees: Maintenance is included in the SaaS Fees.

Designated Support Contacts:

Maintenance and Support may only be requested by the two (2) Designated Support Contacts named below who must have successfully completed MRI's standard training course prior to (i) logging case requests; or (ii) receiving status updates on cases. Client may change these Designated Support Contacts from time to time, to other Client employees, by promptly delivering in writing to MRI the names and contact information of the new Designated Support Contacts (email is sufficient). The SaaS Services fees are related to the number of contacts; access to support by any additional contacts will be subject to additional fees.

One (1) Designated Support Contact must be the Administrator listed above in this Order Document.

The initial Designated Support Contacts of Client are:

Name:	Tracy Becker	Name:	Cynthia Meiswinkel
Title:	Program Compliance Officer	Title:	Occupancy Supervisor
Phone:	(707) 565-7518	Phone:	(707) 565-7519
Address:	1440 Guernevill Road, Santa Rosa, CA 95403	Address:	1440 Guerneville Road, Santa Rosa, CA 95492
Email:	Tracy.Becker@sonoma-county.org	Email:	cynthia.meiswinkel@sonoma-county.org

Statement of Work – Work Authorization



ORDER DOCUMENT AND STATEMENT OF WORK #608769

This Order Document and Statement of Work incorporates by reference and is governed by the terms and conditions of the Master Agreement (“Agreement”) with an effective date of June 1, 2020 and the Schedule for Professional Services of same date between **MRI Software LLC** (“MRI”) and **Sonoma County Housing Authority** (“Client”) and is effective as of **June 1, 2020** (“Effective Date”).

Client Name: **Sonoma County Housing Authority**

PROJECT SCOPE AND SUMMARY

Client is engaging MRI Software (“MRI”) to deliver services associated with the following:

- Internet Based Training
 - 14 hours of training to cover currently licensed modules
 - Waiting List, Occupancy, iFile (FileMTCS), Payments, 1099’s, TARs, Inspections, HQS Mobile Inspections, iDIA, FSS Pro, Custom Forms
 - Remote training for all staff
 - Training based on currently licensed modules
- Internet Based Follow up Training
 - Assistance with running processes for the first time in Housing Pro
 - GPS will be available for up to six (6) hours of follow up training as needed
 - This time will be billed at actual time spent
- Project Management
 - Phone based assessment and kickoff meeting
 - Review of project plan and responsibilities
 - Pre-installation setup
- Internet-Based Installation
 - Install Cloud server with updated version of FileMaker
- Data Conversion
 - Collect current Housing Pro files and convert to the new version
 - Delivery back to server that will be used for Housing Pro 9
- Custom Form Migration
 - Migrate forms into the new version
 - Flat rate of \$600 as agreed upon by Client and MRI
- Custom Check Layout Migration
 - Migrate check layout to the new version of Housing Pro

Out of Scope

- This SOW does not include hardware.
- MRI HAPPY will not provide installation of client user workstations. IT Assistance may be necessary to complete.
- Manual data entry of case files is not included in the scope of this project.



Statement of Work – Work Authorization



PROJECT PRE-REQUISITES

1. Before MRI is able to secure/book any MRI resources, provide any targeted start and end dates for project the following must be in place.
 - 1.1. The Master Agreement has been signed by both MRI and the Client, if applicable.
 - 1.2. Statement of Work has been signed by the Client and returned to MRI.

PROJECT SERVICE DELIVERABLES

1. MRI has endeavored to provide the most accurate estimates for each deliverable and activity based on the scope and budgetary information provided by the Client. All estimates at this stage in the project are subject to change.
2. The project timescales for this project and related deliverables must be formally communicated and agreed upon by MRI and the Client.
3. MRI maintains a backlog of project work; therefore the start date for this project will be subject to MRI availability at the time this Statement of Work is executed. Should you have any questions regarding expected backlog for this project, please contact MRI at gpsrequests@mrisoftware.com.

PROJECT ASSUMPTIONS

1. Client is responsible for providing all necessary documentation for MRI to complete the Scope.
2. Client has review and meets the Hardware and Network Requirements provided to them.
3. Client will review all Custom Forms and confirm which forms need to be converted and which can be deleted. This will need to be provided in writing to MRI during Implementation process.

CHANGE CONTROL PROCEDURES

1. Changes to this Statement of Work (“SOW”) may be requested at any time, by either party. As any proposed changes to the original scope of work might affect the price, schedule changes that incur additional fees or alter the terms of the original SOW must be approved by either party’s Project Manager(s) or project representative(s) “prior” to amending the SOW and implementing the change.
2. This procedure will be used by the Parties to control changes to the SOW and changes to any previously approved services or deliverables.
3. The requesting party will create a Project Change Request (“PCR”) which will serve as the vehicle for communicating the change. The PCR shall describe the change, the justification for the change, additional fees, and the impact such changes will have on the SOW.
4. The requesting party’s designated Project Manager or project representative will review the proposed change and determine whether to submit the request to the other party.
5. The Parties will review the proposed PCR and will either approve, investigate it further or reject the PCR. The PCR will not be binding until signed by both parties.

GENERAL ASSUMPTIONS

1. Once the Statement of Work is executed, the assigned MRI Consultant(s) will be scheduled with project personnel at a mutually agreeable timetable.
2. Efforts around change management, business process reengineering, or project management of Client resources is considered out of scope.
3. Mutually agreed changes to specifications, whether before, during or after MRI’s performance will be handled by processing a Project Change Request.
4. MRI reserves the right to charge Client a cancellation fee in accordance with the Agreement, if applicable.



Statement of Work – Work Authorization



5. Client shall make reasonable business efforts to deliver a stable network and computing environment prior to any services engagement.
6. Client and MRI will work together to resolve all issues related to the project in a timely fashion.
7. Client and MRI will communicate any changes in schedule, availability of project personnel, hardware, software, resources or facilities related to the project within a reasonable timeframe in advance of scheduled engagements.
8. Client will manage the availability of appropriate personnel for knowledge transfer as well as decision-making and escalation of decisions.
9. The project team may adjust the master project plan based on real world findings and the Client's ability to secure required resources.
10. Location of work will be remote only.

PRICING ASSUMPTIONS

The professional services fee estimates are for MRI resources (or affiliates). Client understands that professional services fees are due as incurred and are billed on a monthly basis at month end. Client agrees to pay invoices in accordance with invoice terms. Failure to pay invoices will be handled in accordance with MRI collections policy.

1. MRI fees for the scope of Services described in this Statement of Work will be billed to the Client on a time and materials basis for hourly services and at a fixed fee basis for all other services per the Pricing Schedule below.
2. Project Change Requests (aka Change Orders) executed against this contract will be contracted at MRI standard rates.
3. Future work for MRI services not associated with this Statement of Work will be contracted at standard rates.
4. The cost estimates are for MRI personnel or affiliates and will be billed on a monthly basis.
5. Identified SCHEDULES may be modified at the request and/or acceptance of Client. Changes in SCOPE will require PCR (see above).
6. Client is responsible for payment of any applicable taxes. MRI will invoice Client for any applicable taxes in connection with performance of the Statement of Work in accordance with the Agreement. Any tax amounts are over and above the fees and expenses noted in the Statement of Work and any amounts prepaid hereunder for such fees and expenses will not be applied to taxes due.
7. Pricing schedule is subject to change if Statement of Work is not signed within 30 days of creation date at which time this Statement of Work will expire.

Statement of Work – Work Authorization



PRICING SCHEDULE

MRI DELIVERABLE	RATE	QUANTITY	UNIT	EST. SERVICE FEES
Internet Based Training	\$160	14 hours	Fixed fee	\$2,240
Internet Based Follow-up Training*	\$160	Up to 6	Hours	\$960
Project Management	\$160	5 hours	Fixed fee	\$800
Internet based Installation	\$160	3 hours	Fixed fee	\$480
Data Conversion	\$160	6 hours	Fixed fee	\$960
Cloud Configuration and Setup	\$160	8.75 hours	Fixed fee	\$1,400
Custom Form Migration for Existing Forms	\$600	1	Flat Fee	\$600
Custom Check	\$100	1	Instance	\$100
MRI Services Total				\$7,540
*Time will be billed at actual time spent if needed.				

AGREEMENT TO COMMENCE WORK:

With my signature below and on behalf of Client, Client hereby, (i) acknowledges that this entire Statement of Work (all pages) accurately documents the terms of the work agreed upon by Client and MRI; (ii) approves this Statement of Work as issued; (iii) gives approval for commencement of work as specified herein; and (iv) acknowledges that these terms are subject to change in accordance with any modification to the scope of work.

Sonoma County Housing Authority

Martha Cheever

707-565-7521

martha.cheever@sonoma-county.org

* Signature: 

* Name: Barbie Robinson

* Date: June 1, 2020

* Indicates required field

**ORDER DOCUMENT #2
 SAAS SERVICES**

This Order Document #2 incorporates by reference and is governed by the terms and conditions of the Order Document dated June 1, 2020 with Master Agreement, SaaS Services Schedule, and Professional Services Schedule incorporated therein (collectively, the “Agreement”) between MRI and Client, and this Order Document is effective as of November 1, 2020 (the “Effective Date”). Capitalized terms that are not otherwise defined in this Order Document shall have the meanings set forth in the Agreement. This Order Document is an offer to make an offer and does not constitute a valid contract between the Parties until countersigned by MRI. Any pricing terms in this Order Document are valid for thirty (30) days following issuance of this Order Document.

Sonoma County Housing Authority (“Client”)
 1440 Guerneville Road
 Santa Rosa, California 95403

HAPPY Software, LLC, an MRI Software LLC Company (“MRI”)
 28925 Fountain Parkway
 Solon, OH 44139

Signature: *Martha Cheever* 10/15/2020
 Print Name: Martha Cheever
 Title: Housing Authority Manager

Signature: *Roman Telerman* 10/15/2020
 Print Name: Roman Telerman
 Title: CFO

The Parties accept and agree to this Order Document, as follows:

ADDITIONAL SAAS SERVICES			
Products	License Metric	Quantity	Territory
1 Additional Named User	Named Users Units	Up to 23 Named Users Up to 2,958 Units (inclusive of addition)	USA
Report Writer	Named Users Units	Up to 23 Named Users Up to 2,958 Units	USA
The additional SaaS Fees for the above Services and corresponding License Metric Quantity are U.S. \$1,746 annually , payable in U.S. Dollars 30 days from MRI’s invoice date.			
The SaaS Services fees are subject to the terms and conditions of the Agreement, including, without limitation, footnotes (1) and (2) as well as the Initial Term and any Renewal Term(s) of the Order Document with an effective date of June 1, 2020. The first invoice for such additional SaaS Fees shall be pro-rated to align with the Client’s current invoice term. Thereafter, the above listed additional SaaS Fees shall be renewed, billed, payable, and subject to any increases in conjunction with the Client’s current SaaS Fees.			

LICENSE METRICS AND USE RIGHTS DEFINITIONS
Use Rights: The license to use the SaaS Service is priced based on Client’s License Metrics as of the Effective Date of this Order Document and allows Client to use the Software to manage <u>up to</u> the quantity set forth above. Additional licenses must be purchased by Client in the event the number of actual License Metrics exceeds such licensed quantity. If Client’s actual License Metrics exceed such licensed quantity, then MRI reserves the right to charge a premium fee for any additional License Metric used. The cost for these additional licenses will be at MRI’s then-current fees. There shall be no fees adjustments or refunds for any actual License Metrics decreases. Fees (other than monthly user access fees) are based on quantity purchased, not usage.

Statement of Work – Work Authorization



ORDER DOCUMENT AND STATEMENT OF WORK #694657

This Order Document and Statement of Work incorporates by reference and is governed by the terms and conditions of the Master Agreement (“Agreement”) with an effective date of **June 1, 2020** and the Schedule for Professional Services of same date between **MRI Software LLC** (“MRI”) and **Sonoma County Housing Authority** (Client”) and is effective as of **November 1, 2020** (“Effective Date”).

Client Name: **Sonoma County Housing Authority**

PROJECT SCOPE AND SUMMARY

Client is engaging MRI Software (“MRI”) to deliver services associated with the following:

- Internet Based Training for Report Writer
 - One (1) hour of Initial Training
 - Two (2) hours of Follow up Training
- Project Management
 - Two (2) hours to assist in building reports or reviewing progress
- Cloud Configuration and Setup
 - User Account Information Collection and Delivery
 - Assistance with Workspace Installation
 - Update of Activation Code in Housing Pro to reflect updated user count
 - Update of FileMaker Connections in Admin Console

PROJECT PRE-REQUISITES

1. Before MRI is able to secure/book any MRI resources, provide any targeted start and end dates for project the following must be in place.
 - 1.1. The Master Agreement has been signed by both MRI and the Client, if applicable.
 - 1.2. Statement of Work has been signed by the Client and returned to MRI.
2. New computer meets all of the Hardware and Network Requirements.

PROJECT SERVICE DELIVERABLES

1. MRI has endeavored to provide the most accurate estimates for each deliverable and activity based on the scope and budgetary information provided by the Client. All estimates at this stage in the project are subject to change.
2. The project timescales for this project and related deliverables must be formally communicated and agreed upon by MRI and the Client.
3. MRI maintains a backlog of project work; therefore the start date for this project will be subject to MRI availability at the time this Statement of Work is executed. Should you have any questions regarding expected backlog for this project, please contact MRI at gpsrequests@mrisoftware.com.

PROJECT ASSUMPTIONS

1. Client is responsible for providing all necessary documentation for MRI to complete the Scope.
2. Administrative user to assist in completing workspace installation will be available.



Statement of Work – Work Authorization



CHANGE CONTROL PROCEDURES

1. Changes to this Statement of Work (“SOW”) may be requested at any time, by either party. As any proposed changes to the original scope of work might affect the price, schedule changes that incur additional fees or alter the terms of the original SOW must be approved by either party’s Project Manager(s) or project representative(s) “prior” to amending the SOW and implementing the change.
2. This procedure will be used by the Parties to control changes to the SOW and changes to any previously approved services or deliverables.
3. The requesting party will create a Project Change Request (“PCR”) which will serve as the vehicle for communicating the change. The PCR shall describe the change, the justification for the change, additional fees, and the impact such changes will have on the SOW.
4. The requesting party’s designated Project Manager or project representative will review the proposed change and determine whether to submit the request to the other party.
5. The Parties will review the proposed PCR and will either approve, investigate it further or reject the PCR. The PCR will not be binding until signed by both parties.

GENERAL ASSUMPTIONS

1. Once the Statement of Work is executed, the assigned MRI Consultant(s) will be scheduled with project personnel at a mutually agreeable timetable.
2. Efforts around change management, business process reengineering, or project management of Client resources is considered out of scope.
3. Mutually agreed changes to specifications, whether before, during or after MRI’s performance will be handled by processing a Project Change Request.
4. MRI reserves the right to charge Client a cancellation fee in accordance with the Agreement, if applicable.
5. Client shall make reasonable business efforts to deliver a stable network and computing environment prior to any services engagement.
6. Client and MRI will work together to resolve all issues related to the project in a timely fashion.
7. Client and MRI will communicate any changes in schedule, availability of project personnel, hardware, software, resources or facilities related to the project within a reasonable timeframe in advance of scheduled engagements.
8. Client will manage the availability of appropriate personnel for knowledge transfer as well as decision-making and escalation of decisions.
9. The project team may adjust the master project plan based on real world findings and the Client’s ability to secure required resources.
10. Location of work will be remote only.

PRICING ASSUMPTIONS

The professional services fee estimates are for MRI resources (or affiliates). Client understands that professional services fees are due as incurred and are billed on a monthly basis at month end. Client agrees to pay invoices in accordance with invoice terms. Failure to pay invoices will be handled in accordance with MRI collections policy.

1. MRI fees for the scope of Services described in this Statement of Work will be billed to the Client on a time and materials basis for hourly services and at a fixed fee basis for all other services per the Pricing Schedule below.
2. Project Change Requests (aka Change Orders) executed against this contract will be contracted at MRI standard rates.
3. Future work for MRI services not associated with this Statement of Work will be contracted at standard rates.
4. The cost estimates are for MRI personnel or affiliates and will be billed on a monthly basis.
5. Identified SCHEDULES may be modified at the request and/or acceptance of Client. Changes in SCOPE will require PCR (see above).



Statement of Work – Work Authorization



- Client is responsible for payment of any applicable taxes. MRI will invoice Client for any applicable taxes in connection with performance of the Statement of Work in accordance with the Agreement. Any tax amounts are over and above the fees and expenses noted in the Statement of Work and any amounts prepaid hereunder for such fees and expenses will not be applied to taxes due.
- Pricing schedule is subject to change if Statement of Work is not signed within 30 days of creation date at which time this Statement of Work will expire.

PRICING SCHEDULE

MRI DELIVERABLE	RATE	QUANTITY	UNIT	EST. SERVICE FEES
Project Management	\$160	2 hours	Fixed fee	\$320
Initial Training	\$160	1 hour	Fixed Fee	\$160
Follow-up Training*	\$160	2 hours	Per hour	\$320
Setup and Configuration of Cloud	\$150	2 hours	Fixed fee	\$300
MRI Services Total				\$1,100

*Time will be billed at actual time spent if needed.

AGREEMENT TO COMMENCE WORK:

With my signature below and on behalf of Client, Client hereby, (i) acknowledges that this entire Statement of Work (all pages) accurately documents the terms of the work agreed upon by Client and MRI; (ii) approves this Statement of Work as issued; (iii) gives approval for commencement of work as specified herein; and (iv) acknowledges that these terms are subject to change in accordance with any modification to the scope of work.

Sonoma County Housing Authority

* Signature:



* Name:

Martha Cheever

* Date:

10/15/2020

* Indicates required field



REAL ESTATE SOFTWARE

Document Number: 7eeb42ef-04a8-4853-9fc5-79663c9a479b

Document Name: Sonoma County Housing Authority - Order Doc 2, SOW (Add Module, User Expansion) (10.15.20MM)

Date Created: 10/15/2020 3:32:35 PM

Date Modified: 10/15/2020 4:00:10 PM

Document Owner: Brett Baxt

Signatures: 3

Martha Cheever

Signed: 10/15/2020 3:38:44 PM

IP Address: 10.219.47.7

Martha Cheever

Signed: 10/15/2020 3:38:44 PM

IP Address: 10.219.47.7

Roman Telerman

Signed: 10/15/2020 4:00:08 PM

IP Address: 10.219.47.7

MRI Secure Sign Signature by:
Martha Cheever

ed8d05d1-92a3-45bc-8aa5-33b5694b7f1d
MRI Secure Sign Signature by:
Martha Cheever

2d2e1eab-b670-4ccc-a6c7-7b271d8ed875
MRI Secure Sign Signature by:
Roman Telerman

0db432ae-f6ff-470c-a85b-0d4986aa591d

**ORDER DOCUMENT #3
SAAS SERVICES**

This Order Document #3 incorporates by reference and is governed by the terms and conditions of the Order Document dated June 1, 2020, with Master Agreement, SaaS Services Schedule, and Professional Services Schedule incorporated therein (collectively, the “Agreement”) between MRI and Client, and this Order Document is effective as of November 1, 2020 (the “Effective Date”). Capitalized terms that are not otherwise defined in this Order Document shall have the meanings set forth in the Agreement. This Order Document is an offer to make an offer and does not constitute a valid contract between the Parties until countersigned by MRI. Any pricing terms in this Order Document are valid for thirty (30) days following issuance of this Order Document.

Sonoma County Housing Authority (“Client”)
1440 Guerneville Road
Santa Rosa, California 95403

HAPPY Software, LLC, an MRI Software LLC Company (“MRI”)
28925 Fountain Parkway
Solon, OH 44139

Signature:  11/2/2020

Signature:  11/2/2020

Print Name: Martha Cheever

Print Name: Roman Teberman

Title: Housing Authority Manager

Title: CFO

The Parties accept and agree to this Order Document, as follows:

ADDITIONAL SAAS SERVICES			
Products	License Metric	Quantity	Territory
1 Additional Named User	Named Users	Up to 24 Named Users (inclusive of addition)	USA
The additional SaaS Fees for the above Services and corresponding License Metric Quantity are U.S. \$990 annually , payable in U.S. Dollars 30 days from MRI’s invoice date.			
The SaaS Services fees are subject to the terms and conditions of the Agreement, including, without limitation, footnotes (1) and (2) as well as the Initial Term and any Renewal Term(s) of the Order Document with an effective date of June 1, 2020. The first invoice for such additional SaaS Fees shall be pro-rated to align with the Client’s current invoice term. Thereafter, the above listed additional SaaS Fees shall be renewed, billed, payable, and subject to any increases in conjunction with the Client’s current SaaS Fees.			

LICENSE METRICS AND USE RIGHTS DEFINITIONS
<p>Use Rights: The license to use the SaaS Service is priced based on Client’s License Metrics as of the Effective Date of this Order Document and allows Client to use the Software to manage <u>up to</u> the quantity set forth above. Additional licenses must be purchased by Client in the event the number of actual License Metrics exceeds such licensed quantity. If Client’s actual License Metrics exceed such licensed quantity, then MRI reserves the right to charge a premium fee for any additional License Metric used. The cost for these additional licenses will be at MRI’s then-current fees. There shall be no fees adjustments or refunds for any actual License Metrics decreases. Fees (other than monthly user access fees) are based on quantity purchased, not usage.</p>

Statement of Work – Work Authorization



ORDER DOCUMENT AND STATEMENT OF WORK #697117

This Order Document and Statement of Work incorporates by reference and is governed by the terms and conditions of the Master Agreement (“Agreement”) with an effective date of **June 1st, 2020** and the Schedule for Professional Services of same date between **MRI Software LLC (“MRI”)** and **Sonoma County Housing Authority (Client”)** and is effective as of **November 1, 2020 (“Effective Date”)**.

Client Name: **Sonoma County Housing Authority**

PROJECT SCOPE AND SUMMARY

Client is engaging MRI Software (“MRI”) to deliver services associated with the following:

- Setup and Configuration of Cloud Account
 - User Account Information Collection and Delivery
 - Assistance with Workspace Installation
 - Update of Activation Code in Housing Pro to reflect updated user count
 - Update of FileMaker Connections in Admin Console

PROJECT PRE-REQUISITES

1. Before MRI is able to secure/book any MRI resources, provide any targeted start and end dates for project the following must be in place.
 - 1.1. The Master Agreement has been signed by both MRI and the Client, if applicable.
 - 1.2. Statement of Work has been signed by the Client and returned to MRI.
2. New computer meets all of the Hardware and Network Requirements.

PROJECT SERVICE DELIVERABLES

1. MRI has endeavored to provide the most accurate estimates for each deliverable and activity based on the scope and budgetary information provided by the Client. All estimates at this stage in the project are subject to change.
2. The project timescales for this project and related deliverables must be formally communicated and agreed upon by MRI and the Client.
3. MRI maintains a backlog of project work; therefore the start date for this project will be subject to MRI availability at the time this Statement of Work is executed. Should you have any questions regarding expected backlog for this project, please contact MRI at gpsrequests@mrisoftware.com.

PROJECT ASSUMPTIONS

1. Client is responsible for providing all necessary documentation for MRI to complete the Scope.
2. Administrative user to assist in completing workspace installation will be available.

CHANGE CONTROL PROCEDURES

1. Changes to this Statement of Work (“SOW”) may be requested at any time, by either party. As any proposed changes to the original scope of work might affect the price, schedule changes that incur additional fees or alter the terms of



Statement of Work – Work Authorization



the original SOW must be approved by either party's Project Manager(s) or project representative(s) "prior" to amending the SOW and implementing the change.

2. This procedure will be used by the Parties to control changes to the SOW and changes to any previously approved services or deliverables.
3. The requesting party will create a Project Change Request ("PCR") which will serve as the vehicle for communicating the change. The PCR shall describe the change, the justification for the change, additional fees, and the impact such changes will have on the SOW.
4. The requesting party's designated Project Manager or project representative will review the proposed change and determine whether to submit the request to the other party.
5. The Parties will review the proposed PCR and will either approve, investigate it further or reject the PCR. The PCR will not be binding until signed by both parties.

GENERAL ASSUMPTIONS

1. Once the Statement of Work is executed, the assigned MRI Consultant(s) will be scheduled with project personnel at a mutually agreeable timetable.
2. Efforts around change management, business process reengineering, or project management of Client resources is considered out of scope.
3. Mutually agreed changes to specifications, whether before, during or after MRI's performance will be handled by processing a Project Change Request.
4. MRI reserves the right to charge Client a cancellation fee in accordance with the Agreement, if applicable.
5. Client shall make reasonable business efforts to deliver a stable network and computing environment prior to any services engagement.
6. Client and MRI will work together to resolve all issues related to the project in a timely fashion.
7. Client and MRI will communicate any changes in schedule, availability of project personnel, hardware, software, resources or facilities related to the project within a reasonable timeframe in advance of scheduled engagements.
8. Client will manage the availability of appropriate personnel for knowledge transfer as well as decision-making and escalation of decisions.
9. The project team may adjust the master project plan based on real world findings and the Client's ability to secure required resources.
10. Location of work will be remote only.

PRICING ASSUMPTIONS

The professional services fee estimates are for MRI resources (or affiliates). Client understands that professional services fees are due as incurred and are billed on a monthly basis at month end. Client agrees to pay invoices in accordance with invoice terms. Failure to pay invoices will be handled in accordance with MRI collections policy.

1. MRI fees for the scope of Services described in this Statement of Work will be billed to the Client on a time and materials basis for hourly services and at a fixed fee basis for all other services per the Pricing Schedule below.
2. Project Change Requests (aka Change Orders) executed against this contract will be contracted at MRI standard rates.
3. Future work for MRI services not associated with this Statement of Work will be contracted at standard rates.
4. The cost estimates are for MRI personnel or affiliates and will be billed on a monthly basis.
5. Identified SCHEDULES may be modified at the request and/or acceptance of Client. Changes in SCOPE will require PCR (see above).
6. Client is responsible for payment of any applicable taxes. MRI will invoice Client for any applicable taxes in connection with performance of the Statement of Work in accordance with the Agreement. Any tax amounts are over and above the fees and expenses noted in the Statement of Work and any amounts prepaid hereunder for such fees and expenses will not be applied to taxes due.



Statement of Work – Work Authorization



7. Pricing schedule is subject to change if Statement of Work is not signed within 30 days of creation date at which time this Statement of Work will expire.

PRICING SCHEDULE

MRI DELIVERABLE	RATE	QUANTITY	UNIT	EST. SERVICE FEES
Setup and Configuration of Cloud	\$160	1 hour	Fixed fee	\$160
MRI Services Total				\$160

AGREEMENT TO COMMENCE WORK:

With my signature below and on behalf of Client, Client hereby, (i) acknowledges that this entire Statement of Work (all pages) accurately documents the terms of the work agreed upon by Client and MRI; (ii) approves this Statement of Work as issued; (iii) gives approval for commencement of work as specified herein; and (iv) acknowledges that these terms are subject to change in accordance with any modification to the scope of work.

Sonoma County Housing Authority

* Signature: 

* Name: Martha Cheever

* Date: 11/2/2020

* Indicates required field





REAL ESTATE SOFTWARE

Document Number: a1582966-881e-4d16-a92b-f123f474ee3e

Document Name: X790999 Sonoma County Housing Authority - Order Doc #3 & SOW(Add User)(10.30.20TL)

Date Created: 10/30/2020 3:45:47 PM

Date Modified: 11/2/2020 1:06:00 PM

Document Owner: Brett Baxt

Signatures: 3

Martha Cheever

Signed: 11/2/2020 12:30:30 PM

IP Address: 10.219.47.7

Martha Cheever

Signed: 11/2/2020 12:30:30 PM

IP Address: 10.219.47.7

Roman Telerman

Signed: 11/2/2020 1:05:59 PM

IP Address: 10.219.47.7

MRI Secure Sign Signature by:
Martha Cheever
530cb9a4-a5d5-42a7-b11e-370e2916d448
MRI Secure Sign Signature by:
Martha Cheever
eec75676-8215-4e6c-ad3e-4242d0dd8ff5
MRI Secure Sign Signature by:
Roman Telerman
b7b9ae56-3144-4d30-8ffe-d491aa36d410

**ORDER DOCUMENT #4
SAAS SERVICES**

This Order Document #4 incorporates by reference and is governed by the terms and conditions of the Order Document dated June 1, 2020, with Master Agreement, SaaS Services Schedule, and Professional Services Schedule incorporated therein (collectively, the “Agreement”) between MRI and Client, and this Order Document is effective as of January 1, 2021 (the “Effective Date”). Capitalized terms that are not otherwise defined in this Order Document shall have the meanings set forth in the Agreement. This Order Document is an offer to make an offer and does not constitute a valid contract between the Parties until countersigned by MRI. Any pricing terms in this Order Document are valid for thirty (30) days following issuance of this Order Document.

Sonoma County Housing Authority (“Client”)
 1440 Guerneville Road
 Santa Rosa, California 95403

HAPPY Software, LLC, an MRI Software LLC Company (“MRI”)
 28925 Fountain Parkway
 Solon, OH 44139

Signature:  12/21/2020

Signature:  12/21/2020

Print Name: Cynthia Meiswinkel

Print Name: Roman Telerman

Title: Intake and Occupancy Supervisor

Title: CFO

The Parties accept and agree to this Order Document, as follows:

ADDITIONAL SAAS SERVICES			
Products	License Metric	Quantity	Territory
3 Additional Named Users	Users	Up to 27 Named Users (inclusive of addition)	USA
The additional SaaS Fees for the above Services and corresponding License Metric Quantity are U.S. \$2,970 annually , payable in U.S. Dollars 30 days from MRI’s invoice date.			
The SaaS Services fees are subject to the terms and conditions of the Agreement, including, without limitation, footnotes (1) and (2) as well as the Initial Term and any Renewal Term(s) of the Order Document with an effective date of June 1, 2020. The first invoice for such additional SaaS Fees shall be pro-rated to align with the Client’s current invoice term. Thereafter, the above listed additional SaaS Fees shall be renewed, billed, payable, and subject to any increases in conjunction with the Client’s current SaaS Fees.			

LICENSE METRICS AND USE RIGHTS DEFINITIONS
<p>Use Rights: The license to use the SaaS Service is priced based on Client’s License Metrics as of the Effective Date of this Order Document and allows Client to use the Software to manage <u>up to</u> the quantity set forth above. Additional licenses must be purchased by Client in the event the number of actual License Metrics exceeds such licensed quantity. If Client’s actual License Metrics exceed such licensed quantity, then MRI reserves the right to charge a premium fee for any additional License Metric used. The cost for these additional licenses will be at MRI’s then-current fees. There shall be no fees adjustments or refunds for any actual License Metrics decreases. Fees (other than monthly user access fees) are based on quantity purchased, not usage.</p>

Statement of Work – Work Authorization



ORDER DOCUMENT AND STATEMENT OF WORK #705049

This Order Document and Statement of Work incorporates by reference and is governed by the terms and conditions of the Master Agreement (“Agreement”) with an effective date of June 1, 2020 and the Schedule for Professional Services of same date between **MRI Software LLC** (“MRI”) and **Sonoma County Housing Authority** (Client”) and is effective as of January 1, 2021 (“Effective Date”).

Client Name: **Sonoma County Housing Authority**

PROJECT SCOPE AND SUMMARY

Client is engaging MRI Software (“MRI”) to deliver services associated with the following:

New Cloud User License

- Project Management
 - User Account Information Collection and Delivery
 - Update of Activation Code in Housing Pro to reflect updated user count
 - Update of FileMaker Connections in Admin Console
 - Installation of User Workspace Creation and Setup

PROJECT PRE-REQUISITES

1. Before MRI is able to secure/book any MRI resources, provide any targeted start and end dates for project the following must be in place.
 - 1.1. The Master Agreement has been signed by both MRI and the Client, if applicable.
 - 1.2. Statement of Work has been signed by the Client and returned to MRI.
2. New computer meets all of the Hardware and Network Requirements.

PROJECT SERVICE DELIVERABLES

1. MRI has endeavored to provide the most accurate estimates for each deliverable and activity based on the scope and budgetary information provided by the Client. All estimates at this stage in the project are subject to change.
2. The project timescales for this project and related deliverables must be formally communicated and agreed upon by MRI and the Client.
3. MRI maintains a backlog of project work; therefore the start date for this project will be subject to MRI availability at the time this Statement of Work is executed. Should you have any questions regarding expected backlog for this project, please contact MRI at gpsrequests@mrisoftware.com.

PROJECT ASSUMPTIONS

1. Client is responsible for providing all necessary documentation for MRI to complete the Scope.
2. Administrative user to assist in completing workspace installation will be available.

CHANGE CONTROL PROCEDURES

1. Changes to this Statement of Work (“SOW”) may be requested at any time, by either party. As any proposed changes to the original scope of work might affect the price, schedule changes that incur additional fees or alter the terms of the original SOW must be approved by either party’s Project Manager(s) or project representative(s) “prior” to amending the SOW and implementing the change.



Statement of Work – Work Authorization



2. This procedure will be used by the Parties to control changes to the SOW and changes to any previously approved services or deliverables.
3. The requesting party will create a Project Change Request (“PCR”) which will serve as the vehicle for communicating the change. The PCR shall describe the change, the justification for the change, additional fees, and the impact such changes will have on the SOW.
4. The requesting party’s designated Project Manager or project representative will review the proposed change and determine whether to submit the request to the other party.
5. The Parties will review the proposed PCR and will either approve, investigate it further or reject the PCR. The PCR will not be binding until signed by both parties.

GENERAL ASSUMPTIONS

1. Once the Statement of Work is executed, the assigned MRI Consultant(s) will be scheduled with project personnel at a mutually agreeable timetable.
2. Efforts around change management, business process reengineering, or project management of Client resources is considered out of scope.
3. Mutually agreed changes to specifications, whether before, during or after MRI’s performance will be handled by processing a Project Change Request.
4. MRI reserves the right to charge Client a cancellation fee in accordance with the Agreement, if applicable.
5. Client shall make reasonable business efforts to deliver a stable network and computing environment prior to any services engagement.
6. Client and MRI will work together to resolve all issues related to the project in a timely fashion.
7. Client and MRI will communicate any changes in schedule, availability of project personnel, hardware, software, resources or facilities related to the project within a reasonable timeframe in advance of scheduled engagements.
8. Client will manage the availability of appropriate personnel for knowledge transfer as well as decision-making and escalation of decisions.
9. The project team may adjust the master project plan based on real world findings and the Client’s ability to secure required resources.
10. Location of work will be remote only.

PRICING ASSUMPTIONS

The professional services fee estimates are for MRI resources (or affiliates). Client understands that professional services fees are due as incurred and are billed on a monthly basis at month end. Client agrees to pay invoices in accordance with invoice terms. Failure to pay invoices will be handled in accordance with MRI collections policy.

1. MRI fees for the scope of Services described in this Statement of Work will be billed to the Client on a time and materials basis for hourly services and at a fixed fee basis for all other services per the Pricing Schedule below.
2. Project Change Requests (aka Change Orders) executed against this contract will be contracted at MRI standard rates.
3. Future work for MRI services not associated with this Statement of Work will be contracted at standard rates.
4. The cost estimates are for MRI personnel or affiliates and will be billed on a monthly basis.
5. Identified SCHEDULES may be modified at the request and/or acceptance of Client. Changes in SCOPE will require PCR (see above).
6. Client is responsible for payment of any applicable taxes. MRI will invoice Client for any applicable taxes in connection with performance of the Statement of Work in accordance with the Agreement. Any tax amounts are over and above the fees and expenses noted in the Statement of Work and any amounts prepaid hereunder for such fees and expenses will not be applied to taxes due.
7. Pricing schedule is subject to change if Statement of Work is not signed within 30 days of creation date at which time this Statement of Work will expire.



Statement of Work – Work Authorization



PRICING SCHEDULE

MRI DELIVERABLE	RATE	QUANTITY	UNIT	EST. SERVICE FEES
Project Management	\$160	2 hours	Fixed fee	\$320
MRI Services Total				\$320

AGREEMENT TO COMMENCE WORK:

With my signature below and on behalf of Client, Client hereby, (i) acknowledges that this entire Statement of Work (all pages) accurately documents the terms of the work agreed upon by Client and MRI; (ii) approves this Statement of Work as issued; (iii) gives approval for commencement of work as specified herein; and (iv) acknowledges that these terms are subject to change in accordance with any modification to the scope of work.

Sonoma County Housing Authority

* Signature:  _____

* Name: Cynthia Meiswinkel _____

* Date: 12/21/2020 _____

* Indicates required field





REAL ESTATE SOFTWARE

Document Number: a6c485b9-abf9-4d9b-ad34-49838d928e1c

Document Name: X790999 Sonoma County Housing Authority - Order Doc #4 (Add Users)(12.20.20ct)

Date Created: 12/21/2020 9:20:09 AM

Date Modified: 12/21/2020 10:27:39 AM

Document Owner: Brett Baxt

Signatures: 3

Cynthia Meiswinkel

Signed: 12/21/2020 10:01:46 AM

IP Address: 10.219.47.7

Cynthia Meiswinkel

Signed: 12/21/2020 10:01:46 AM

IP Address: 10.219.47.7

Roman Telerman

Signed: 12/21/2020 10:27:38 AM

IP Address: 10.219.47.7

MRI Secure Sign Signature by:
Cynthia Meiswinkel
 97602ef8-bd1b-4909-8695-1b68b0a3a5d2
 MRI Secure Sign Signature by:
Cynthia Meiswinkel
 8bf5df15-ab7f-4853-90e4-3afa00e6cc4f
 MRI Secure Sign Signature by:
Roman Telerman
 9d2b3f9f-e34e-40ae-a9cf-df397a32c12b

**ORDER DOCUMENT #5
SAAS SERVICES**

This Order Document #5 incorporates by reference and is governed by the terms and conditions of the Order Document dated June 1, 2020, with Master Agreement, SaaS Services Schedule, and Professional Services Schedule incorporated therein (collectively, the “Agreement”) between MRI and Client, and this Order Document is effective as of January 1, 2021 (the “Effective Date”). Capitalized terms that are not otherwise defined in this Order Document shall have the meanings set forth in the Agreement. This Order Document is an offer to make an offer and does not constitute a valid contract between the Parties until countersigned by MRI. Any pricing terms in this Order Document are valid for thirty (30) days following issuance of this Order Document.

Sonoma County Housing Authority (“Client”)
 1440 Guerneville Road
 Santa Rosa, California 95403

HAPPY Software, LLC, an MRI Software LLC Company (“MRI”)
 28925 Fountain Parkway
 Solon, OH 44139



1/6/2021

Signature: _____

Print Name: Martha CheeverTitle: Housing Authority Manager


1/7/2021

Signature: _____

Print Name: Roman TelermanTitle: Chief Financial Officer

The Parties accept and agree to this Order Document, as follows:

ADDITIONAL SAAS SERVICES

Products	License Metric	Quantity	Territory
4 Additional Named Users	Users	Up to 31 Named Users (inclusive of addition)	USA

The additional SaaS Fees for the above Services and corresponding License Metric Quantity are **U.S. \$1,800 annually**, payable in U.S. Dollars 30 days from MRI’s invoice date.

The SaaS Services fees are subject to the terms and conditions of the Agreement, including, without limitation, footnotes (1) and (2) as well as the Initial Term and any Renewal Term(s) of the Order Document with an effective date of June 1, 2020. The first invoice for such additional SaaS Fees shall be pro-rated to align with the Client’s current invoice term. Thereafter, the above listed additional SaaS Fees shall be renewed, billed, payable, and subject to any increases in conjunction with the Client’s current SaaS Fees.

LICENSE METRICS AND USE RIGHTS DEFINITIONS

Use Rights: The license to use the SaaS Service is priced based on Client’s License Metrics as of the Effective Date of this Order Document and allows Client to use the Software to manage up to the quantity set forth above. Additional licenses must be purchased by Client in the event the number of actual License Metrics exceeds such licensed quantity. If Client’s actual License Metrics exceed such licensed quantity, then MRI reserves the right to charge a premium fee for any additional License Metric used. The cost for these additional licenses will be at MRI’s then-current fees. There shall be no fees adjustments or refunds for any actual License Metrics decreases. Fees (other than monthly user access fees) are based on quantity purchased, not usage.

Statement of Work – Work Authorization



ORDER DOCUMENT AND STATEMENT OF WORK #707502

This Order Document and Statement of Work incorporates by reference and is governed by the terms and conditions of the Master Agreement (“Agreement”) with an effective date of **June 1, 2020** and the Schedule for Professional Services of same date between **MRI Software LLC** (“MRI”) and **Sonoma County Housing Authority** (Client”) and is effective as of **January 1, 2021** (“Effective Date”).

Client Name: **Sonoma County Housing Authority**

PROJECT SCOPE AND SUMMARY

Client is engaging MRI Software (“MRI”) to deliver services associated with the following:

New Cloud User License

- Project Management – 4 user licenses
 - User Account Information Collection and Delivery
 - Update of Activation Code in Housing Pro to reflect updated user count
 - Update of FileMaker Connections in Admin Console
 - Installation of User Workspace Creation and Setup

PROJECT PRE-REQUISITES

1. Before MRI is able to secure/book any MRI resources, provide any targeted start and end dates for project the following must be in place.
 - 1.1. The Master Agreement has been signed by both MRI and the Client, if applicable.
 - 1.2. Statement of Work has been signed by the Client and returned to MRI.
2. New computer meets all of the Hardware and Network Requirements.

PROJECT SERVICE DELIVERABLES

1. MRI has endeavored to provide the most accurate estimates for each deliverable and activity based on the scope and budgetary information provided by the Client. All estimates at this stage in the project are subject to change.
2. The project timescales for this project and related deliverables must be formally communicated and agreed upon by MRI and the Client.
3. MRI maintains a backlog of project work; therefore the start date for this project will be subject to MRI availability at the time this Statement of Work is executed. Should you have any questions regarding expected backlog for this project, please contact MRI at gpsrequests@mrisoftware.com.

PROJECT ASSUMPTIONS

1. Client is responsible for providing all necessary documentation for MRI to complete the Scope.
2. Administrative user to assist in completing workspace installation will be available.

CHANGE CONTROL PROCEDURES

1. Changes to this Statement of Work (“SOW”) may be requested at any time, by either party. As any proposed changes to the original scope of work might affect the price, schedule changes that incur additional fees or alter the terms of the original SOW must be approved by either party’s Project Manager(s) or project representative(s) “prior” to amending the SOW and implementing the change.



Statement of Work – Work Authorization



2. This procedure will be used by the Parties to control changes to the SOW and changes to any previously approved services or deliverables.
3. The requesting party will create a Project Change Request (“PCR”) which will serve as the vehicle for communicating the change. The PCR shall describe the change, the justification for the change, additional fees, and the impact such changes will have on the SOW.
4. The requesting party’s designated Project Manager or project representative will review the proposed change and determine whether to submit the request to the other party.
5. The Parties will review the proposed PCR and will either approve, investigate it further or reject the PCR. The PCR will not be binding until signed by both parties.

GENERAL ASSUMPTIONS

1. Once the Statement of Work is executed, the assigned MRI Consultant(s) will be scheduled with project personnel at a mutually agreeable timetable.
2. Efforts around change management, business process reengineering, or project management of Client resources is considered out of scope.
3. Mutually agreed changes to specifications, whether before, during or after MRI’s performance will be handled by processing a Project Change Request.
4. MRI reserves the right to charge Client a cancellation fee in accordance with the Agreement, if applicable.
5. Client shall make reasonable business efforts to deliver a stable network and computing environment prior to any services engagement.
6. Client and MRI will work together to resolve all issues related to the project in a timely fashion.
7. Client and MRI will communicate any changes in schedule, availability of project personnel, hardware, software, resources or facilities related to the project within a reasonable timeframe in advance of scheduled engagements.
8. Client will manage the availability of appropriate personnel for knowledge transfer as well as decision-making and escalation of decisions.
9. The project team may adjust the master project plan based on real world findings and the Client’s ability to secure required resources.
10. Location of work will be remote only.

PRICING ASSUMPTIONS

The professional services fee estimates are for MRI resources (or affiliates). Client understands that professional services fees are due as incurred and are billed on a monthly basis at month end. Client agrees to pay invoices in accordance with invoice terms. Failure to pay invoices will be handled in accordance with MRI collections policy.

1. MRI fees for the scope of Services described in this Statement of Work will be billed to the Client on a time and materials basis for hourly services and at a fixed fee basis for all other services per the Pricing Schedule below.
2. Project Change Requests (aka Change Orders) executed against this contract will be contracted at MRI standard rates.
3. Future work for MRI services not associated with this Statement of Work will be contracted at standard rates.
4. The cost estimates are for MRI personnel or affiliates and will be billed on a monthly basis.
5. Identified SCHEDULES may be modified at the request and/or acceptance of Client. Changes in SCOPE will require PCR (see above).
6. Client is responsible for payment of any applicable taxes. MRI will invoice Client for any applicable taxes in connection with performance of the Statement of Work in accordance with the Agreement. Any tax amounts are over and above the fees and expenses noted in the Statement of Work and any amounts prepaid hereunder for such fees and expenses will not be applied to taxes due.
7. Pricing schedule is subject to change if Statement of Work is not signed within 30 days of creation date at which time this Statement of Work will expire.



Statement of Work – Work Authorization




PRICING SCHEDULE

MRI DELIVERABLE	RATE	QUANTITY	UNIT	EST. SERVICE FEES
Project Management	\$160	4 hours	Fixed fee	\$640
MRI Services Total				\$640

AGREEMENT TO COMMENCE WORK:

With my signature below and on behalf of Client, Client hereby, (i) acknowledges that this entire Statement of Work (all pages) accurately documents the terms of the work agreed upon by Client and MRI; (ii) approves this Statement of Work as issued; (iii) gives approval for commencement of work as specified herein; and (iv) acknowledges that these terms are subject to change in accordance with any modification to the scope of work.

Sonoma County Housing Authority

* Signature: 

Martha Cheever

* Name: _____
Martha Cheever

* Date: _____
1/6/2021

* Indicates required field





REAL ESTATE SOFTWARE

Document Number: bad5ce07-054f-4a2b-9344-1923b1d76ff8

Document Name: Sonoma County Housing Authority - Order Doc (Add 4 Users)(1.6.21)

Date Created: 1/6/2021 3:56:20 PM

Date Modified: 1/7/2021 7:35:38 AM

Document Owner: Mark Schoppe

Signatures: 3

Martha Cheever

Signed: 1/6/2021 5:35:35 PM

IP Address: 10.219.47.7

Martha Cheever

Signed: 1/6/2021 5:35:35 PM

IP Address: 10.219.47.7

Roman Telerman

Signed: 1/7/2021 7:35:36 AM

IP Address: 10.219.47.7

MRI Secure Sign Signature by:
Martha Cheever
 736de4e8-14dd-4066-8aaa-a1de4ca1959d
 MRI Secure Sign Signature by:
Martha Cheever
 96324414-5381-449d-bb87-a5abba734ea1
 MRI Secure Sign Signature by:
Roman Telerman
 ec605574-5a60-49c-8dac-976f5b34c050

ORDER DOCUMENT #6
SAAS SERVICES

This Order Document #6 incorporates by reference and is governed by the terms and conditions of the Order Document dated June 1, 2020, with Master Agreement, SaaS Services Schedule, and Professional Services Schedule incorporated therein (collectively, the “Agreement”) between MRI and Client, and this Order Document is effective as of February 1, 2021 (the “Effective Date”). Capitalized terms that are not otherwise defined in this Order Document shall have the meanings set forth in the Agreement. This Order Document is an offer to make an offer and does not constitute a valid contract between the Parties until countersigned by MRI. Any pricing terms in this Order Document are valid for thirty (30) days following issuance of this Order Document.

Sonoma County Housing Authority (“Client”)
1440 Guerneville Road
Santa Rosa, California 95403

HAPPY Software, LLC, an MRI Software LLC Company (“MRI”)
28925 Fountain Parkway
Solon, OH 44139

Signature:  1/25/2021

Print Name: Martha Cheever

Title: Housing Authority Manager

Signature:  1/25/2021

Print Name: Roman Telerman

Title: Chief Financial Officer

The Parties accept and agree to this Order Document, as follows:

ADDITIONAL SAAS SERVICES

Products	License Metric	Quantity	Territory
10 Additional Named Users	Users	Up to 41 Named Users (inclusive of addition)	USA

The additional SaaS Fees for the above Services and corresponding License Metric Quantity are **U.S. \$9,900 annually**, payable in U.S. Dollars 30 days from MRI’s invoice date.

The SaaS Services fees are subject to the terms and conditions of the Agreement, including, without limitation, footnotes (1) and (2) as well as the Initial Term and any Renewal Term(s) of the Order Document with an effective date of June 1, 2020. The first invoice for such additional SaaS Fees shall be pro-rated to align with the Client’s current invoice term. Thereafter, the above listed additional SaaS Fees shall be renewed, billed, payable, and subject to any increases in conjunction with the Client’s current SaaS Fees.

LICENSE METRICS AND USE RIGHTS DEFINITIONS

Use Rights: The license to use the SaaS Service is priced based on Client’s License Metrics as of the Effective Date of this Order Document and allows Client to use the Software to manage up to the quantity set forth above. Additional licenses must be purchased by Client in the event the number of actual License Metrics exceeds such licensed quantity. If Client’s actual License Metrics exceed such licensed quantity, then MRI reserves the right to charge a premium fee for any additional License Metric used. The cost for these additional licenses will be at MRI’s then-current fees. There shall be no fees adjustments or refunds for any actual License Metrics decreases. Fees (other than monthly user access fees) are based on quantity purchased, not usage.

Statement of Work – Work Authorization



ORDER DOCUMENT AND STATEMENT OF WORK #708439

This Order Document and Statement of Work incorporates by reference and is governed by the terms and conditions of the Master Agreement (“Agreement”) with an effective date of June 1, 2020 and the Schedule for Professional Services of same date between **MRI Software LLC** (“MRI”) and **Sonoma County Housing Authority** (Client”) and is effective as of **February 1, 2021** (“Effective Date”).

Client Name: **Sonoma County Housing Authority**

PROJECT SCOPE AND SUMMARY

Client is engaging MRI Software (“MRI”) to deliver services associated with the following:

New Cloud Users – 10 Licenses

- Project Management
 - User Account Information Collection and Delivery
 - Assistance with Workspace Installation
 - Update of Activation Code in Housing Pro to reflect updated user count
 - Update of FileMaker Connections in Admin Console
 - User Workspace Creation and Setup

PROJECT PRE-REQUISITES

1. Before MRI is able to secure/book any MRI resources, provide any targeted start and end dates for project the following must be in place.
 - 1.1. The Master Agreement has been signed by both MRI and the Client, if applicable.
 - 1.2. Statement of Work has been signed by the Client and returned to MRI.
2. New computer meets all of the Hardware and Network Requirements.

PROJECT SERVICE DELIVERABLES

1. MRI has endeavored to provide the most accurate estimates for each deliverable and activity based on the scope and budgetary information provided by the Client. All estimates at this stage in the project are subject to change.
2. The project timescales for this project and related deliverables must be formally communicated and agreed upon by MRI and the Client.
3. MRI maintains a backlog of project work; therefore the start date for this project will be subject to MRI availability at the time this Statement of Work is executed. Should you have any questions regarding expected backlog for this project, please contact MRI at gpsrequests@mrisoftware.com.

PROJECT ASSUMPTIONS

1. Client is responsible for providing all necessary documentation for MRI to complete the Scope.
2. Administrative user to assist in completing workspace installation will be available.

CHANGE CONTROL PROCEDURES

1. Changes to this Statement of Work (“SOW”) may be requested at any time, by either party. As any proposed changes to the original scope of work might affect the price, schedule changes that incur additional fees or alter the terms of



Statement of Work – Work Authorization



the original SOW must be approved by either party's Project Manager(s) or project representative(s) "prior" to amending the SOW and implementing the change.

2. This procedure will be used by the Parties to control changes to the SOW and changes to any previously approved services or deliverables.
3. The requesting party will create a Project Change Request ("PCR") which will serve as the vehicle for communicating the change. The PCR shall describe the change, the justification for the change, additional fees, and the impact such changes will have on the SOW.
4. The requesting party's designated Project Manager or project representative will review the proposed change and determine whether to submit the request to the other party.
5. The Parties will review the proposed PCR and will either approve, investigate it further or reject the PCR. The PCR will not be binding until signed by both parties.

GENERAL ASSUMPTIONS

1. Once the Statement of Work is executed, the assigned MRI Consultant(s) will be scheduled with project personnel at a mutually agreeable timetable.
2. Efforts around change management, business process reengineering, or project management of Client resources is considered out of scope.
3. Mutually agreed changes to specifications, whether before, during or after MRI's performance will be handled by processing a Project Change Request.
4. MRI reserves the right to charge Client a cancellation fee in accordance with the Agreement, if applicable.
5. Client shall make reasonable business efforts to deliver a stable network and computing environment prior to any services engagement.
6. Client and MRI will work together to resolve all issues related to the project in a timely fashion.
7. Client and MRI will communicate any changes in schedule, availability of project personnel, hardware, software, resources or facilities related to the project within a reasonable timeframe in advance of scheduled engagements.
8. Client will manage the availability of appropriate personnel for knowledge transfer as well as decision-making and escalation of decisions.
9. The project team may adjust the master project plan based on real world findings and the Client's ability to secure required resources.
10. Location of work will be remote only.

PRICING ASSUMPTIONS

The professional services fee estimates are for MRI resources (or affiliates). Client understands that professional services fees are due as incurred and are billed on a monthly basis at month end. Client agrees to pay invoices in accordance with invoice terms. Failure to pay invoices will be handled in accordance with MRI collections policy.

1. MRI fees for the scope of Services described in this Statement of Work will be billed to the Client on a time and materials basis for hourly services and at a fixed fee basis for all other services per the Pricing Schedule below.
2. Project Change Requests (aka Change Orders) executed against this contract will be contracted at MRI standard rates.
3. Future work for MRI services not associated with this Statement of Work will be contracted at standard rates.
4. The cost estimates are for MRI personnel or affiliates and will be billed on a monthly basis.
5. Identified SCHEDULES may be modified at the request and/or acceptance of Client. Changes in SCOPE will require PCR (see above).
6. Client is responsible for payment of any applicable taxes. MRI will invoice Client for any applicable taxes in connection with performance of the Statement of Work in accordance with the Agreement. Any tax amounts are over and above the fees and expenses noted in the Statement of Work and any amounts prepaid hereunder for such fees and expenses will not be applied to taxes due.
7. Pricing schedule is subject to change if Statement of Work is not signed within 30 days of creation date at which time this Statement of Work will expire.



Statement of Work – Work Authorization



PRICING SCHEDULE

MRI DELIVERABLE	RATE	QUANTITY	UNIT	EST. SERVICE FEES
Project Management	\$160	10 hours	Fixed fee	\$1,600
MRI Services Total				\$1,600

AGREEMENT TO COMMENCE WORK:

With my signature below and on behalf of Client, Client hereby, (i) acknowledges that this entire Statement of Work (all pages) accurately documents the terms of the work agreed upon by Client and MRI; (ii) approves this Statement of Work as issued; (iii) gives approval for commencement of work as specified herein; and (iv) acknowledges that these terms are subject to change in accordance with any modification to the scope of work.

Sonoma County Housing Authority

Signature by
Martha Cheever
1/25/2021 10:16:11 AM PST

* Signature: _____

* Name: Martha Cheever

* Date: 1/25/2021

* Indicates required field



REAL ESTATE SOFTWARE

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Martha Cheever

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MRI Secure Sign Signature by:

Martha Cheever

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MRI Secure Sign Signature by:

Martha Cheever

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MRI Secure Sign Signature by:

Roman Teberman

Martha Cheever

Signed: 1/25/2021 2:52:30 PM

IP Address: 10.219.47.7

Roman Teberman

Signed: 1/25/2021 5:25:45 PM

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