

The Urban Community Development Commission (UCDC) was established by Ordinance No. 1,479, adopted on July 15, 1975. The Commission functions as the governing body for the Local Housing Authority (LHA) and exercises the power, authority, jurisdiction and functions of housing authorities and federal surplus property authorities granted under the Marks Foran Residential Rehabilitation Act to charter cities.

"As a result of the convening of this meeting of the Urban Community Development Commission, each Commissioner in attendance is entitled to receive and shall be provided \$75 subject to a maximum payment of \$150 per month"

URBAN COMMUNITY DEVELOPMENT COMMISSION

AGENDA

04/21/2020

5:45 PM

OPENING

ROLL CALL

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

APPROVAL OF MINUTES

1. MARCH 24, 2020

NEW BUSINESS

2. A RESOLUTION OF THE URBAN COMMUNITY DEVELOPMENT COMMISSION, ACTING AS THE COMPTON LOCAL HOUSING AUTHORITY AUTHORIZING THE EXECUTIVE SECRETARY TO AMEND THE LOCAL HOUSING AUTHORITY'S 2019-2020 FISCAL YEAR BUDGET AND TRANSFER FUNDS BETWEEN ACCOUNTS, AUTHORIZING THE EXECUTIVE SECRETARY TO ENTER INTO AN AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO MRI SOFTWARE LLC FOR SOFTWARE USE LICENSE, MAINTENANCE SUPPORT AND UPGRADING HAPPY SOFTWARE MODULES (\$29,274.13)

COMMISSION COMMENTS

ADJOURNMENT

MARCH 24, 2020

The Urban Community Development Commission of the City Compton was called to order at 5:53 p.m. in the Council Chambers of City Hall by Chairperson Aja Brown.

ROLL CALL

Commissioners Present: Chambers, McCoy, Sharif, Brown

Commissioners Absent: Galvan

Other Officials Present: D. Brown, A. Godwin, C. Cornwell

5:50 P.M. - JOINT PUBLIC HEARING - HOUSING AUTHORITY PUBLIC HOUSING AGENCY (PHA) 2020 ANNUAL PLAN AND FIVE-YEAR PLAN (Item #2)

On motion by McCoy, seconded by Chambers, the Urban Community Development Commission meeting was opened at 5:53 p.m. by the following vote on roll call:

AYES: Commissioner/Councilmember – Chambers, McCoy, Sharif, Brown

NOES: Commissioner/Councilmember – None

ABSENT: Commissioner/Councilmember – Galvan

On motion by Sharif, seconded by McCoy, the joint public hearing was declared open at 5:54 p.m. by the following vote on roll call:

AYES: Commissioner/Councilmember – Chambers, McCoy, Sharif, Brown

NOES: Commissioner/Councilmember – None

ABSENT: Commissioner/Councilmember – Galvan

Delmonsha Green, Housing Director, presented the report stating that by mandate of the United States Department of Housing and Urban Development (HUD), Housing Authorities nationwide are required to develop and implement a Five Year and Annual Plans. The Public Housing Agency (PHA) Plan is a comprehensive guide to public housing agency policies, programs, operations, and strategies for meeting local housing needs and goals. The PHA's fifth year requires the Five-Year Plan. The Annual Plan provides an update on details about the PHA's immediate operations, programs and services and notifies HUD of changes that were not included in the Five-Year Plan.

There are two parts to the PHA Plan:

Part I - The 5-Year Plan, which each PHA submits to HUD once every 5th PHA fiscal year. The next 5-Year PHA Plan is due in the year 2020.

Part II – The 5-Year PHA Plan sets the goals and objectives for the Annual Plan such as:

Goal 1 - Expand the supply of assisted housing

Goal 2 - Manage the PHA Housing Choice Voucher Program in an efficient and effective manner

Goal 4 - Ensure Equal Opportunity and further nondiscrimination in Housing

Goal 5 - Violence Against Women's Act (VAWA) and Department of Justice Reauthorization Action of 2005

Progress Report - 2014 – 2019

Strategies pursued by the PHA outlined in the 5 Year PHA Plan:

- Maintained High Performer for 4 years (except for one year when the lease up rate declined).
- Increased the payment standard to market the program to potential landlords.
- Fifty-Four families housed from the Waiting List.
- Opened the Waiting List using the lottery system (accepted 5,000) applications electronically.
- Continued good management practices.
- Updated rent reasonableness process to an automated data search using GoSection8.
- Continued to promote and abide by the Violence Against Women's Act (VAWA), stating policies and procedures implementing VAWA.
- Staff has been trained in fair housing to ensure equal opportunity practices are in place for all applicants and participants.
- Continue to look for additional funding opportunities made available by the US Department of Housing and Urban Development.
- Purchased equipment to provide fingerprinting/live scan at no cost to HCV families and applicants.
- Continued to support the City of Compton Homeless Taskforce.

The PHA Plan advise HUD, Section 8 participants and other members of the public about the PHA's mission, goals and objectives, policies, programs, operations for serving the needs of low-income and very low-income families, and the PHA's strategies for addressing those needs. The Annual PHA Plan provides details about the PHA's immediate operations, programs and services and notifies HUD of changes made. The Annual Plan informs HUD, residents and the public of the PHA's mission for serving the needs of low income and very low-income families and the PHA strategy for addressing those needs.

The PHA's goals and objectives are identified on page one of the PHA Plan. The Primary goal of the program is to assist as many households as possible with the funding provided.

PUBLIC COMMENTS REGARDING THE HEARING

There were no audience members present.

On motion by Chambers, seconded by McCoy, the public hearing was closed at 6:01 p.m. by the following vote on roll call:

AYES: Commissioner/Councilmember – Chambers, Galvan, McCoy, Sharif, Brown

NOES: Commissioner/Councilmember – None

ABSENT: Commissioner/Councilmember – None

Mayor/Chairperson Brown commented on Goal Number 1 relating to rental vouchers and questioned the number of vouchers that the City currently has for the residents.

Ms. Green replied that right now the City has 803 rental vouchers, however, HUD has provided additional vouchers for Veterans and the Homeless community. In addition, HUD has also provided voucher applications for emancipated minors.

On motion by Galvan, seconded by McCoy, the Urban Community Development Commission meeting was recessed at 6:09 p.m. by the following vote on roll call:

AYES: Commissioner/Councilmember – Chambers, Galvan, McCoy, Sharif, Brown

NOES: Commissioner/Councilmember – None

ABSENT: Commissioner/Councilmember – None

RECONVENE TO OPEN SESSION

On motion by McCoy, seconded by Chambers, the meeting was re-convened at 7:45 p.m. by the following vote on roll call:

AYES: Commissioners – Chambers, McCoy, Sharif, Brown

NOES: Commissioners – None

ABSENT: Commissioners – Galvan

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

There were no audience comments.

APPROVAL OF MINUTES

1. FEBRUARY 25, 2020

On motion by Sharif, seconded by McCoy, the minutes were approved by the following vote on roll call:

AYES: Commissioners – Chambers, McCoy, Sharif, Brown

NOES: Commissioners – None

ABSENT: Commissioners – Galvan

NEW BUSINESS

2. A RESOLUTION OF THE URBAN COMMUNITY DEVELOPMENT COMMISSION ACTING AS THE COMPTON LOCAL HOUSING AUTHORITY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE SECRETARY TO APPROVE THE FIVE YEAR AND ANNUAL PUBLIC HOUSING AUTHORITY (PHA) PLAN, SIGN CERTIFICATIONS AND APPROVE THE SUBMISSION OF THE 2020 FIVE YEAR AND ANNUAL PLANS

On motion by Sharif, seconded by McCoy, **Resolution Number 1,914** entitled ‘**A RESOLUTION OF THE URBAN COMMUNITY DEVELOPMENT COMMISSION ACTING AS THE COMPTON LOCAL HOUSING AUTHORITY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE SECRETARY TO APPROVE THE FIVE YEAR AND ANNUAL PUBLIC HOUSING AUTHORITY (PHA) PLAN, SIGN CERTIFICATIONS AND APPROVE THE SUBMISSION OF THE 2020 FIVE YEAR AND ANNUAL PLANS**’ was adopted by the following vote on roll call:

AYES: Commissioners – Chambers, McCoy, Sharif, Brown

NOES: Commissioners – None

ABSENT: Commissioners – Galvan

ADJOURNMENT

On motion by Sharif, seconded by McCoy the meeting was adjourned at 7:47 p.m. by the following vote on roll call:

AYES: Commissioners – Chambers, McCoy, Sharif, Brown

NOES: Commissioners – None

ABSENT: Commissioners – Galvan

**Clerk of the Urban Community Development
Development Commission**

**Chairperson of the Urban Community
Development Commission**

April 21, 2020

TO: HONORABLE CHAIRPERSON AND COMMISSIONERS

FROM: COMPTON LOCAL HOUSING AUTHORITY

SUBJECT: A RESOLUTION OF THE URBAN COMMUNITY DEVELOPMENT COMMISSION, ACTING AS THE COMPTON LOCAL HOUSING AUTHORITY AMENDING THE LOCAL HOUSING AUTHORITY'S 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS, AUTHORIZING THE EXECUTIVE SECRETARY TO ENTER INTO AN AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO MRI SOFTWARE LLC FOR SOFTWARE USE LICENSE, MAINTENANCE SUPPORT AND UPGRADING HAPPY SOFTWARE MODULES (\$29,274.13)

SUMMARY

Adoption of the attached resolution will authorize amending the Compton Local Housing Authority's ("Housing Authority") 2019-2020 Fiscal Year budget to transfer funds in the amount of Fourteen Thousand Three Hundred Dollars (\$14,300.00) between accounts, authorize the Executive Secretary to enter into an agreement with MRI Software LLC for continued use of HAPPY software license, upgrading of the HAPPY software from Housing Pro 8 to 9.2 – Cloud Based Modules, maintenance support from the period of February 1, 2020 through January 31, 2021, and issue a purchase order in the amount of Twenty Nine Thousand Two Hundred Seventy Four Dollars and Thirteen Cents (\$29,274.13).

BACKGROUND

Housing Pro/HAPPY software has been utilized by the Housing Authority for years. The software is reliable in the housing industry, which is an important factor in managing the agency tenant data, inspections and daily responsibilities at the Housing Authority.

The software allows the Housing Authority to input and maintain important data required by HUD to operate a Public Housing Authority:

Waiting List & Wait List Check – makes it easy to manage one or more multiple preference waiting lists, generates ready-to-mail applications, letters and forms. The Waiting List component manages both active and inactive lists and includes full statistical reporting.

Occupancy – streamlines the Specialists everyday tasks. It offers automated wizards for performing HUD actions. Specialists can enter required 50058 data, efficiently manage their caseloads, and print all required documentation.

Letters and Forms – prints completed forms and create custom packets. It also creates Spanish language forms with automatic language substitution.

Rent Reasonableness – gives agencies a fast and consistent way to instantly find the most comparable units, without complicated point systems or time-consuming manual comparisons.

Inspections – completely automates the entire HQS Inspections process. The built-in automated scheduler reduces the time it takes to create and schedule inspections.

This is a small list of components the Housing Authority utilizes on a daily basis within the software. There are more features this software has to offer.

STATEMENT OF THE ISSUE

The Housing Authority desires to streamline and expand its data retrieval platform by upgrading from using a server to a Cloud base. Currently, the software applications are downloaded on a physical computer; however, cloud computing will allow access to the same kinds of applications through the internet. This new technology will manage and enhance the day-to-day operation of the Housing Authority more efficiently.

The Housing Authority's software license agreement and maintenance coverage with HAPPY Software LLC ("HAPPY"), an MRI Software LLC Company ("MRI Software") expired January 31, 2020. The Housing Authority reached out to other housing software companies; however, several of the software companies have merged with MRI Software (e.g. HAPPY, Tentmanst, Lindsey and HAB). A quote was received from Yardi, which is another software company in the industry (\$48,400). Based on the comparative analysis of the companies it is determined that the quote from Yardi is more expensive to purchase, given the limited funding of the Housing Authority's budget. Thus, staff recommends the continued use of the HAPPY software, which is approved by the United States Department of Housing and Urban Development ("HUD") and will be used to upload valuable information to HUD and other divisions within HUD.

**Staff Report – UCDC/LHA Resolution Authorizing
FY 2019/2020 Budget Amendment, Software License,
Maintenance & Software Upgrade Agreement/MRI Software LLC
April 21, 2020 page 3**

Windows 7 is no longer supported by Microsoft as of January 2020. Housing Pro 8 runs on the FileMaker 11 database that was designed 5 years before Windows 10 was released and is not technically compatible with Windows 10. Windows 10 is the only supported operating system available by Microsoft today. Contracting with MRI ensures that the Housing Authority software will be current with ever-changing regulations, and entitles the agency to technical support, future updates and software enhancements, and assistance when needed.

The Housing Authority request authorization for the Executive Secretary to enter into a software license and maintenance support agreement with MRI Software and upgrading of the Housing Pro Software Modules from 8 to 9.2 – Cloud Based for the period of February 1, 2020 through January 31, 2021 at a cost of \$29,274.13 - \$24,311.63 for maintenance support and one-time set up fee of \$4,962.50 for the software upgrade.

FINANCIAL IMPACT

A budget amendment is necessary in order to reconcile negative balances and accommodate 2019-2020 Fiscal Year projected expenditures in specific line item accounts. It is requested that the FY budget of the Housing Authority be amended to transfer funds between accounts as follows:

FROM:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
2820-3886	HUD Administrative Fees	\$14,300

TO:

2820-790-000-4222	Computer Software	\$14,300
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The Urban Community Development Commission (“UCDC”) is the governing body of the Compton Local Housing Authority, thus this resolution is presented for authorization to continue utilization of the HAPPY software, maintenance support and software upgrades. However, the Housing Authority’s budget is controlled by the City Council therefore; a companion resolution will be presented to that legislative body for authorization to amend the 2019-2020 Fiscal Year budget and issue a purchase order.

RECOMMENDATION

Staff recommends that Urban Community Development Commission adopt the attached Resolution.

**DELMONSHA GREEN, DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY**

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
EXECUTIVE SECRETARY**

RESOLUTION NO. _____

A RESOLUTION OF THE URBAN COMMUNITY DEVELOPMENT COMMISSION, ACTING AS THE COMPTON LOCAL HOUSING AUTHORITY AMENDING THE LOCAL HOUSING AUTHORITY'S 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS, AUTHORIZING THE EXECUTIVE SECRETARY TO ENTER INTO AN AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO MRI SOFTWARE LLC FOR SOFTWARE USE LICENSE, MAINTENANCE SUPPORT AND UPGRADING HAPPY SOFTWARE MODULES (\$29,274.13)

WHEREAS, the Compton Local Housing Authority ("Housing Authority") utilizes software programs and maintenance support services provided by MRI Software LLC; and

WHEREAS, Windows 7 is no longer supported by Microsoft as of January 2020. Housing Pro 8 runs on the Filemaker 11 database which was designed 5 years before Windows 10 was release and is not technically compatible with Windows 10. Windows 10 is the only supported operating system available today; and

WHEREAS, the Housing Authority desires to streamline and expand its data retrieval platform by upgrading from using a server to a Cloud base. This new technology will manage and enhance the day-to-day operation more efficiently; and

WHEREAS, the Housing Authority's software license agreement and maintenance coverage with HAPPY Software LLC ("HAPPY"), an MRI Software LLC Company ("MRI Software") expired January 31, 2020; thus, the Housing Authority reached out to other housing software companies, however, several of the software companies have merged with MRI Software (e.g. HAPPY, Tentmanst, Lindsey and HAB); and

WHEREAS, a quote was received from Yardi, which is another software company in the industry (\$48,400). Based on the comparative analysis of the companies it is determined that the quote from Yardi is more expensive to purchase, given the limited funding of the Housing Authority's budget, thus staff recommends the continued use of the HAPPY software, which is approved by the United States Department of Housing and Urban Development ("HUD") and will be used to upload valuable information to HUD and other divisions within HUD; and

WHEREAS, the cost for annual maintenance for the period February 1, 2020 through January 31, 2021 will be \$24,311.63 and the one-time upgrade in the amount of \$4,962.50, totaling \$29,274.13; and

WHEREAS, a budget amendment is necessary to accommodate projected expenditures in accounts within the Local Housing Authority's budget.

NOW, THEREFORE, THE URBAN COMMUNITY DEVELOPMENT COMMISSION, ACTING AS THE COMPTON LOCAL AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the Compton Local Housing Authority's 2019-2020 Fiscal Year budget shall be amended to transfer funds as follows:

FROM:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
2820-3886	HUD Administrative Fees	\$14,300

TO:

2820-790-000-4222	Computer Software	\$14,300
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Section 2. The Executive Secretary, on the advice and of the Commission's General Counsel is hereby authorized to approve the continued licensing and maintenance support services from MRI Software LLC the period of February 1, 2020 through January 31, 2021 and the issuance of a purchase order in the amount of \$29,274.13.

Section 3. That funds for this expenditure will be available in Fiscal Year 2019-2020 Account Number 2820 790 000 4222.

Section 4. That a certified copy of this Resolution shall be filed in the Offices of the Executive Secretary, City Controller, Commission Clerk, Commission General Counsel and the Compton Local Housing Authority.

Section 5. That the Chairperson shall sign and the Commission Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2020.

**CHAIRPERSON OF THE URBAN COMMUNITY
DEVELOPMENT COMMISSION**

ATTEST:

**SECRETARY TO THE URBAN COMMUNITY
DEVELOPMENT COMMISSION**

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, Secretary of the Urban Community Development Commission, hereby certify that the forgoing resolution was adopted by the Commission, signed by the Chairperson, attested to by the Commission Clerk at a regular meeting thereof held on the ____ day of _____, 2020.

That said resolution was adopted by the following vote to wit:

AYES: COMMISSIONERS-
NOES: COMMISSIONERS-
ABSENT: COMMISSIONERS-
ABSTAIN: COMMISSIONERS-

**SECRETARY TO THE URBAN COMMUNITY
DEVELOPMENT COMMISSION**

ORDER DOCUMENT #1
SAAS SERVICES

This Order Document is effective as of February 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.

Compton Housing Authority ("Client")
700 N. Bullis Road
Compton, CA 90221

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

Signature: _____

Print Name: Craig J. Cornwell

Title: City Manager

Signature: _____

Print Name: _____

Title: _____

Signature: _____

Print Name: Damon Brown

Title: City Attorney

Signature: _____

Print Name: Alita Godwin

Title: City Clerk

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

CLIENT CONTACT INFORMATION			
Administrator: _____ Address: _____ _____ E-mail: _____ Voice: _____ Fax: _____ Cell: _____		Technical Contact/Download Recipient: _____ Address: _____ _____ E-mail: _____ Voice: _____ Fax: _____ Cell: _____	
Billing Contact: _____ Address: _____ E-mail: _____ Voice: _____ Fax: _____			

SAAS SERVICES			
Products	License Metric	Quantity	Territory
1099s and Payment History	Users Units	Up to 10 Named Users Up to 803 Units	USA
8 to 9.1 Upgrade	Server Upgrade	Up to 1 Server	USA
Custom Forms	Users Units	Up to 10 Named Users Up to 803 Units	USA
Direct Deposit	Users Units	Up to 10 Named Users Up to 803 Units	USA
FileMTCS	Users Units	Up to 10 Named Users Up to 803 Units	USA
FSS Pro	Users Units	Up to 10 Named Users Up to 803 Units	USA
HAPCheck	Users Units	Up to 10 Named Users Up to 803 Units	USA
HQS Mobile Inspections (iPad)	Mobile Users	Up to 2 Mobile Users	USA
iFile	Users Units	Up to 10 Named Users Up to 803 Units	USA
Inspections	Users Units	Up to 10 Named Users Up to 803 Units	USA
Occupancy	Users Units	Up to 10 Named Users Up to 803 Units	USA
Payments	Users Units	Up to 10 Named Users Up to 803 Units	USA
Remote Screen Sharing	Users Units	Up to 10 Named Users Up to 803 Units	USA
Waiting List	Users Units	Up to 10 Named Users Up to 803 Units	USA

WaitListCheck - Online Application Collection	Users Units	Up to 10 Named Users Up to 803 Units	USA
WaitlistCheck Online Application Status	Users Units	Up to 10 Named Users Up to 803 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	February 1, 2020	\$24,312

- (1) The Initial Term and any Renewal Term are non-cancelable, subject to termination rights as set forth in the Agreement.
- (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.

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.

LICENSE METRICS AND USE RIGHTS DEFINITIONS

Definitions

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.

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 February 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: _____	Name: _____
Title: _____	Title: _____
Phone: _____	Phone: _____
Address: _____	Address: _____
Email: _____	Email: _____

Statement of Work – Work Authorization



ORDER DOCUMENT AND STATEMENT OF WORK # 608478

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 February 1, 2020 and the Schedule for Professional Services of same date between **HAPPY Software, LLC, an MRI Software LLC Company ("MRI")** and **Compton Housing Authority ("Client")** and is effective as of **February 1, 2020 ("Effective Date")**.

Client Name: **Compton Housing Authority**

Date: **February 1, 2020**

PROJECT SCOPE AND SUMMARY

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

- Internet Based Initial Training
 - Internet training for staff
 - Training based on currently licensed modules (Waiting List, Occupancy, iFile, Payment's 1099's, Direct Deposit, Custom Forms, FSS Pro, Inspections, HQS Mobile Inspections)
- Internet Based Follow up Training
 - Assistance with running processes for the first time in Housing Pro
 - GPS will be available for to two (2) 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
- Cloud Setup and Configuration
 - Configure new Cloud server for client
 - Create Workspaces and configure for each user
- 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

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@mrsoftware.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.

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.

Statement of Work – Work Authorization



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.

PRICING SCHEDULE

MRI DELIVERABLE	RATE	QUANTITY	UNIT	PRICE
Internet Based Initial Training	\$200	10	Hours	\$2,000
Internet Based Follow up Training*	\$150	Up to 2	Hours	\$300
Project Management	\$150	4	Hours	\$600
Internet based Installation	\$150	3	Hours	\$450
Cloud Setup and Configuration	\$150	5.75	Hours	\$862.50
Data Conversion	\$150	5	Hours	\$750
Custom Form Migration*	\$50	TBD	Instance	TBD

MRI Services Total

\$4,962.50

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

Statement of Work – Work Authorization



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.

Compton Housing Authority

* Signature: _____

* Name: Craig J. Cornwell

* Date: _____

* Indicates required field

* Signature: _____

* Name: Damon Brown

* Date: _____

* Indicates required field

* Signature: _____

* Name: Alita Godwin

* Date: _____

* Indicates required field