



ORDER DOCUMENT #2
Subscription License and Maintenance & SaaS Services

This Order Document #2 incorporates by reference and is governed by the terms and conditions of the Order Document dated March 1, 2020 and the Master Agreement, the SaaS Services Schedule, and the Professional Services Schedule attached 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.

ATTEST:

City of Redondo Beach (“Client”),
415 Diamond Street
Redondo Beach, CA 90277

 Eleanor Manzano, City Clerk
 APPROVED AS TO FORM:

 Michael W. Webb, City Attorney

Signature: _____

Print Name: William C. Brand

Title: Mayor

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

Signature: _____

Print Name: _____

Title: _____



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

ADDITIONAL HAPPY SAAS SERVICES			
Products	License Metric	Quantity	Territory
AssistanceCheck - Online Assistance	Portal	Up to 1 Portal	USA

ADDITIONAL HAPPY LIMITED SOFTWARE LICENSE				
Product	License Metric	Quantity	Installation Site	Territory
HQS Mobile Inspections (iPad)	Units Users	Up to 593 Units Up to 8 Named Users	1922 Artesia Boulevard Redondo Beach, CA 90278	USA
iDIA (Integrated Document Imaging Archive) System	Units Users	Up to 593 Units Up to 8 Named Users	1922 Artesia Boulevard Redondo Beach, CA 90278	USA
Inspections	Units Users	Up to 593 Units Up to 8 Named Users	1922 Artesia Boulevard Redondo Beach, CA 90278	USA

COMMON SERVICES SAAS SERVICES

Products	License Metric	Minimum Quantity	Territory
Secure Sign	Packets	1,187 Packets	USA
Database	Each	Up to 1 Production	USA

The additional SaaS and Subscription Fees for the above Services and corresponding License Metric Quantity are **U.S. \$9,619 annually**, payable in U.S. Dollars 60 days from MRI's invoice date.

The SaaS and Subscription 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 March 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 and Subscription Fees.

Secure Sign Overage Payment Terms: The total Minimum Quantity of Packets shall be allocated per year, without roll over from year to year. MRI will invoice the Client monthly in arrears for all Packets utilized above the Minimum Quantity set forth above. Each Packet shall be billed at a rate of \$2.01 per Packet per year (the "Secure Sign Overage Price"). Such Secure Sign Overage Price may be modified by MRI after the first twelve (12) months in accordance with footnote (2) above.

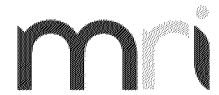
LICENSE METRICS AND USE RIGHTS DEFINITIONS

Definitions

A "Packet" is an individual file containing a single document or multiple documents which are sent to a recipient via the Secure Sign product. An initiated, completed, canceled, incorrect, or incomplete file will be counted so long as it is sent out of the Secure Sign product, regardless of the status.

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



STATEMENT OF WORK #648608 and 682137

This Statement of Work incorporates by reference and is governed by the terms and conditions of the Master Agreement (“Agreement”) with an effective date of March 1st, 2020 and the Schedule for Professional Services of same date between **MRI Software LLC (“MRI”)** and the **City of Redondo Beach (“Client”)** and is effective as of **January 1, 2021 (“Effective Date”)**.

Client Name: **City of Redondo Beach**
Date: **January 1, 2021**

PROJECT SCOPE AND SUMMARY

MRI shall deliver the following services:

- Internet Based Training – Assistance Connect
 - Two (2) hours of training to review the Administrative Settings and how staff will be using Assistance Connect with their software
 - Two (2) hours of follow up training to continue to incorporate features of Assistance Connect into Agency process
- Project Management – Assistance Connect
 - Assist with settings and agency process and use of Assistance Connect
 - Work on agency process to incorporate Assistance Connect into day to day processes
- Installation – Assistance Connect
 - Install scheduled tasks on Housing Pro server
- Internet Based Training – iDIA
 - One (1) hour of training to review module core functions
 - One (1) hour to review processes at agency for efficiency
- Project Management – iDIA
 - Sending follow up post training sessions on both modules
- Internet Based Training – Inspections and Mobile Inspections
 - Three and a half (3.5) hours of training to review module functionality
- Project Management - Inspections and Mobile Inspections
 - Assistance with setup and configuration of module
- Installation - Inspections and Mobile Inspections
 - iPad Installation

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 executed by both Client and 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; however, such changes shall be agreed by both parties in writing prior to implementation.



Statement of Work – Work Authorization



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. Each Party shall perform its obligations promptly and without unreasonable delay. 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 reasonably requested necessary documentation, if applicable, for MRI to complete the Scope.
2. Software and Software Documentation is provided in English only. Training and Support is provided in English with optional Spanish Language Assistance.

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 authorized parties of Client and MRI "prior" to amending the SOW and implementing the change. Any such modification shall be executed by both Parties via a subsequent SOW.
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 a SOW incorporating the PCR is executed by both parties.

GENERAL ASSUMPTIONS

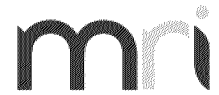
1. Once the Statement of Work is executed, the assigned MRI Consultant(s) will be scheduled with project personnel at a mutually agreeable timetable.
2. Efforts around change management, business process reengineering, or project management of Client resources is considered out of scope.
3. Mutually 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



Statement of Work – Work Authorization



fees are due as incurred and are billed on a monthly basis at month end. Client agrees to pay invoices sixty (60) days after the invoice date. 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; provided, however that Client provides written approval of such Change Order.
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 60 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 Initial Training – Assistance Connect	\$160	2 hours	Fixed fee	\$320
Internet Based Follow-up Training – Assistance Connect	\$160	2 hours	Fixed Fee	\$320
Project Management – Assistance Connect	\$160	10 hours	Fixed fee	\$1,600
Installation – Assistance Connect	\$160	.5 hour	Fixed fee	\$80
Internet Based Initial Training – iDIA	\$160	1 hours	Fixed fee	\$160
Internet Based Follow-up Training – iDIA	\$160	1 hour	Fixed Fee	\$160
Project Management – iDIA	\$160	4 hours	Fixed fee	\$640
Internet Based Training – Inspections	\$160	3.5 hours	Fixed fee	\$560
Internet Based Installation – Inspections	\$160	.5 hours	Fixed fee	\$80
Project Management – Inspections	\$160	4 hours	Fixed fee	\$640
MRI Services Total				\$4,560

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.

City of Redondo Beach

* Signature: _____

* Name: William C. Brand

* Date: January 5, 2021

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

MRI Software LLC

* Signature: _____

* Name: _____

* Date: _____

* Indicates required field

