

FIRST AMENDMENT TO CONSULTANT AGREEMENT
WITH MRI SOFTWARE LLC

THIS FIRST AMENDMENT is made and entered into this 21st day of May, 2024 by and between MRI Software, LLC, a Delaware limited liability company dba Happy Software, an MRI Software Company (“Consultant”), and the Housing Authority of the City of Santa Ana, a public body, corporate and politic (hereinafter “Authority”).

RECITALS

- A. On June 1, 2021, the Authority and Consultant entered into Agreement #2122-H-002 (“Agreement”) with Happy Software LLC, an MRI Software company, to provide housing management software services. The term of the Agreement runs until May 31, 2024 with an option for the Parties to the Agreement to extend the term of the Agreement. The Agreement is current and in-effect.
- B. Authority was notified by the Consultant that MRI Software LLC acquired Happy Software and would continue to provide services via Happy Software.
- C. The parties now wish to amend the Agreement to amend the scope of services; include new terms and language to the “Master Agreement” attached as Exhibit A to the Agreement; recognize the revised corporate name due to the acquisition detailed in Recital B; exercise the option to extend the term of the Agreement for two (2) years; and increase the overall compensation by \$148,100 to cover costs related to the increased scope and extended term. No other changes are contemplated by this First Amendment to the Agreement.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions of said Agreement, except as herein modified, the parties agree as follows:

1. **SCOPE OF SERVICES**, is amended to include Exhibit B-1, to this First Amendment (the “Order Document Recurring Software and Services”), for Consultant to provide additional work related to criminal background checks and sex offender screenings.
2. **SCOPE OF SERVICES**, is amended to reflect the following revisions or inclusions to the Master Agreement portion of Exhibit A to the Agreement:
 - Pursuant to Section 10.14 of the Master Agreement, such Third Party Software providers are intended third party beneficiaries of the Agreement, with respect to the Third Party Software.
 - **Section 10.17** Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of any Schedule, the provisions of this Master Agreement shall control unless the Schedule expressly states the intent to supersede a specific portion of the Master Agreement.

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, license scope and License Metrics, tax exempt status, payment terms, shipping instructions and the like shall be specified on each Order Document. All pre-printed terms of any Client purchase order or other business processing document shall have no effect.

- The second paragraph of Section 10.17 shall not apply with regard to the Third Party Software contemplated in the Order Document provided as Exhibit B-1 to the First Amendment.

No other changes or revisions to the Master Agreement portion of Exhibit A are contemplated by the parties and all other terms and conditions of said Master Agreement, as previously negotiated by the parties, remain in effect.

3. **Section 2.a., COMPENSATION**, is amended to increase the overall compensation by \$148,100. The total amount to be expended during the term of this Agreement shall not exceed \$348,100.
4. **Section 3, TERM**, is hereby extended for an additional two-year period through May 31, 2026. The parties agree and understand that there are no further extensions available under the terms of the Agreement.
5. **Section 11, ASSIGNMENT**, pursuant to this section, the Authority consents and recognizes the acquisition of Happy Software LLC by MRI Software, LLC. Any future correspondence, amendments, or records regarding this Agreement shall recognize and compensate MRI Software LLC doing business as Happy Software, an MRI Software Company.
6. Except as modified by this First Amendment, all terms and conditions of the Agreement remain in full force and effect.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the date and year first above written.

ATTEST:

**HOUSING AUTHORITY OF
THE CITY OF SANTA ANA**

Jennifer L. Hall
Authority Recording Secretary

Michael L. Garcia
Executive Director

APPROVED AS TO FORM:

Sonia R. Carvalho
Authority General Counsel

CONSULTANT



By: _____

Andrea Garcia-Miller
Andrea Garcia-Miller
Assistant Counsel

Roman Telerman

5/8/2024

Roman Telerman
Chief Financial Officer