

**AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE
CITY OF TWIN OAKS AND SIRENGPS, INC.
FOR MASS COMMUNICATION SERVICES**

WHEREAS, the City of Twin Oaks is in need of services to provide the implementation, operation and maintenance of an emergency mass communication system for the City to provide mass communications to the citizens of Twin Oaks (the "Services"); and

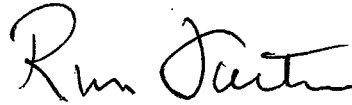
WHEREAS, after review of the proposal submitted by SirenGPS, Inc., the Board of Aldermen desires to enter into an agreement for the Services; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to enter a contract on behalf of the City of Twin Oaks with SirenGPS, Inc., for the Services." Such contract shall be in substantially the form of the contract, marked "Exhibit 1" attached hereto and incorporated herein by reference.

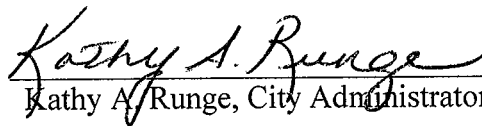
Section 2. This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 17th DAY OF MAY 2017.



Russ Fortune, Mayor

Attest:



Kathy A. Runge, City Administrator/Clerk

Exhibit 1
City of Twin Oaks, Missouri
SERVICES CONTRACT

City of Twin Oaks, Missouri

SERVICES CONTRACT

THIS AGREEMENT, made and effective as of May ____, 2017, by and between the **City of Twin Oaks**, a municipal corporation hereinafter referred to as City, and **SirenGPS, Inc.**, a Delaware Corporation, hereinafter referred to as "Consultant," with a corporate address of 9272 Olive Blvd., St. Louis, MO 63132.

WITNESSETH: That the parties hereto for the considerations hereinafter set forth agree as follows:

I. SCOPE OF SERVICES

Consultant services are necessary for the following Project of City: *Mass Communication System for the City of Twin Oaks*.

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, software, hardware, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary to provide the implementation, operation and maintenance of an emergency mass communication system for the City to provide mass communications to the citizens of Twin Oaks which services are particularly described specifically set forth in the SirenGPS "Emergency Management Communications Proposal" dated May 11, 2017, attached as **Exhibit A** to the General Conditions incorporated herein (hereinafter referred to as the "Services").

The Services shall be provided by Consultant in accordance with all the provisions of the Contract and attached **City of Twin Oaks General Conditions** for the Services which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

II. TERM

The term of this agreement shall be twelve (12) months from the date of completion of implementation as described in the schedule contained on page 7 ("Implementation Timeline – Six Weeks") of the SirenGPS "Emergency Management Communications Proposal" dated May 11, 2017.

III. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto in the amount of \$1,500.00 for the Services as set forth in the SirenGPS "Emergency Management Communications Proposal" dated May 11, 2017 (**Exhibit A** to the attached General Conditions which is incorporated herein).

B. Additional Compensation. Any fee for services requested by the Board in writing and not specifically covered by the Scope of Services referenced in paragraph II.A shall be billed on an hourly basis at Consultant's current hourly rate.

IV. TIME AND MANNER OF PAYMENTS

Upon the completion of implementation of the mass communications system in accordance with the Proposal, the Consultant shall submit an invoice complete with necessary support

documentation to the City and payment shall be made by City within thirty (30) days of receipt of an invoice received after satisfactory performance of the Services for the fees, prices, rates or schedule of values referenced above.

V. CONTRACT SCHEDULE; MAINTENANCE OF SYSTEM

Time is of the essence. Implementation of the Services to be performed under this Contract shall be carried out in accordance with the schedule contained on page 7 ("Implementation Timeline – Six Weeks") of the SirenGPS "Emergency Management Communications Proposal" dated May 11, 2017. Failure to complete the Services within six weeks from the City's notice to proceed (the completion date) shall result in a reduction in the amount due to the Consultant under this Contract in the amount of \$25.00 per day as liquated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

In addition, upon successful completion of implementation of the mass communication system, Consultant shall keep the system, including all software, hardware, and applications, in proper working condition. Failure to keep the system in proper working condition shall result in the extension of the term of this Contract by one (1) day for every day in which service was down for sixty (60) minutes or more. The parties acknowledge this to be reasonable compensation for such outage, in addition to any other remedy that the City may have hereunder.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

SirenGPS, INC.

CITY OF TWIN OAKS, MISSOURI

By: _____
Title _____

By: _____
Mayor

Date: _____

Date: _____

ATTEST: _____
City Clerk

**CITY OF TWIN OAKS
CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS**

Independent Consultant. The Consultant shall be and operate as an independent contractor in the performance of this services described in the proposal attached as **Exhibit A** ("Services"). The Consultant shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by the Consultant shall be employees of said Consultant and not employees of the City in any respect.

Compliance with Laws. The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. Specifically, Consultant shall comply with the following state law requirements:

- *Work Authorization Program.* If the Contract is for services expected to cost more than \$5,000.00, the Consultant shall comply with of Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit (attached as **Exhibit B**) that the Consultant (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative or corporate officer of the business entity including but not limited to the human resources director or their equivalent.
- *Proof of Lawful Presence.* Section 208.009 RSMo., requires that all applicants *at the time of application* for any contract provided by a local government provide "affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States." Consultant's affirmative proof must be established through (i) a Missouri driver's license, (ii) any "documentary evidence recognized by the department of revenue when processing an application for a driver's license," or (iii) "any document issued by the federal government that confirms an alien's lawful presence in the United States." See **Exhibit C** and §208.009.3

Subcontracts. The Consultant shall not subcontract any of the Services to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Consultant.

Indemnification. To the fullest extent permitted by law, the Consultant agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all third-party liabilities, damages, losses, claims or suits, including costs and reasonable attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from Consultant's breach of the Contract or out of services and operations negligently performed hereunder by the Consultant, including the City's reliance on or use of the services or products provided by the Consultant under the terms of this agreement. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City.

Insurance. Consultant agrees to maintain insurance in amounts specified in **Exhibit D**, attached and that Consultant has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement. In addition to the foregoing, the Consultant shall maintain Professional Liability "errors and omissions" insurance. The City and Consultant waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

Nondisclosure. The Consultant agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract.

Changes. No change in this Contract shall be made except in writing prior to the change in work or terms being performed. The Consultant shall make any and all changes in the Services without invalidating this Contract when specifically ordered to do so in writing by the City. Consultant, prior to the commencement of such changed or revised Services, shall submit promptly to the City, a written cost or credit proposal for

such revised Services. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Services. **No Services or change shall be undertaken or compensated for without prior written authorization from the City.**

Termination. The City shall have the right to terminate the Contract at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Contract an amount equal to the cost of all Services performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Contract Price. The Consultant shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Contract, the Consultant shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant.

Other Consultants. The City reserves the right to employ other consultants in connection with the Services.

Request for Proposals. If the City issued a request for proposals in connection with the Services, such request for proposals and the proposal of the Consultant in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the request for proposals and the executed Consultant/Services Contract or proposal of the Consultant, the requirements of the City's Request for Proposal and this executed Consultant/Professional Services Contract shall control and supersede unless a change thereto is specifically stated in this Contract (including **Exhibit A** "Scope of Services").

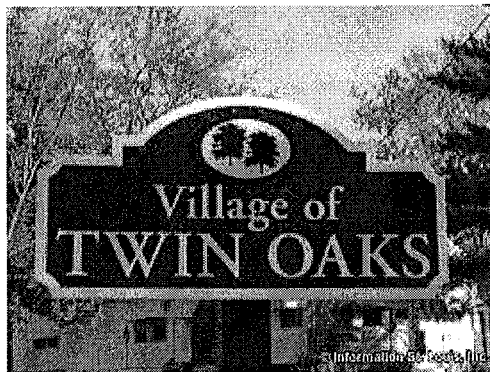
Project Records and Work Product. The Consultant shall provide the City with copies of all documents pertinent to the Services which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Consultant created in performance of or relating to this Contract. Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

Personnel. The Services shall be performed exclusively by the personnel of the Consultant identified in the Consultant's proposal and no other personnel of the Consultant shall perform any of the Services without the express written approval of the City.

Representations. Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

Other Special Provisions. The special provisions set forth on **Exhibit A** are incorporated herein by reference, and made a part hereof.

**Twin Oaks, Missouri
Emergency Management Communications
Proposal**



**Prepared By:
Paul Rauner
SirenGPS, Inc.
773.960.8590
paul.rauner@sirengps.com**

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Scope of Work and Contact Information

Proposal:	1. Mass Communication 2. Enhanced 911 Location and Emergency Profiles
Prepared For:	Twin Oaks, Missouri
Contact:	Kathy Runge City Administrator Village of Twin Oaks krunge@villageoftwinoaks.org 636-225-7873
Date submitted:	May 11, 2017
Submitted by:	Paul Rauner 773.960.8590 paul.rauner@sirengps.com SirenGPS, Inc. 9272 Olive Boulevard St. Louis, MO 63132

Introduction

Thank you for considering SirenGPS' emergency management solutions for Twin Oaks, Missouri emergency communications.

This proposal Includes two distinct service offerings:

- 1. Mass Communication Services**
- 2. Enhanced 911 Location and Emergency Profile Services**

We offer Twin Oaks both services as a package for an Annual License Fee @\$1,500

Mass Communication

SirenGPS allows your emergency management team to communicate with your citizens and manage responses from them. Our system distributes alerts to the SirenGPS app, SMS, email and/or voice.

- Send alerts to your entire community, a specific group or multiple groups notifying them of an emergency, weather alerts, construction issues, etc.
 - Solicit information from your citizens that can enhance your situational awareness. Replies can be group chat or only visible to system administrators. Examples of effective use are polling in an emergency and locating missing persons. Our experience suggests that giving people a way to respond cuts down on calls to your office.
 - Send alerts to notify your first employees regarding operational challenges, fill shifts, send project status updates, weather emergencies, schedule changes, etc.
 - Receive replies in real-time. Replies can be group chat or only visible to system administrators.
 - Review and export your communication with automated reports.
 - Monitor communication with your citizens in real-time from your computer and from your phone.
 - Manage large scale communication in an easy to understand format.
 - Collaborate from anywhere from your computer and phone.
-
- Includes 34,000 SMS segments and 2,750 voice minutes.
 - Training and support services are included.
 - The annual price offered under this proposal will not be increased for two annual renewals provided service is continuous.

Enhanced 911 Location and Emergency Profiles

SirenGPS allows your first responder operations to receive notifications of emergency calls from your citizens imbedded into your current work-flow.

- Receive parallel notification when someone calls 911 from anywhere in your designated area of responsibility. Parallel notification of 911 calls has been proven to provide dispatch capable information when calls cannot go through.
- Notification includes caller emergency profile, carrier information and location typically accurate to 10M.
- Emergency profiles includes caller's picture, medications, special needs, emergency contact, home address and additional information.
- Schedule your leadership and dispatch teams to receive automatic notification when someone in your community calls 911.
- Add additional phone numbers to the emergency call screen on the SirenGPS app to connect citizens with essential services.
- Enable citizens to send messages to dispatch to let them know of a problem, provide a tip, etc.
- Group text based chat between dispatch, first responders and the 911 caller is integrated with the call work-flow to allow parallel communications in the event of radio or phone failure.
- Review and export your communication with automated reports.
- Monitor 911 calls with your community in real-time from your computer and from your phone.
- Collaborate from anywhere from your computer and phone.

- Training and support services are included.

Implementation Timeline – Six Weeks

The proposed timeline outlines the basic plan for execution of the deployment, setup, training and testing we expect and is subject to mutually agreeable schedule approval.

	Activity
Week One	• Setup Dialogue
Week Two	• Outreach Planning
Week Three	• Training I
Week Four	• Training II
Week Five	• Onboarding
Week Six	• Launch

General Terms

1. SirenGPS will install a dedicated Community for the Client and retain Client data integrity.
2. Under the terms of this proposal, this Community will not be integrated with any external systems. Pricing for external integration available upon request.
3. SirenGPS will provide support for Client launch as mutually agreed.
4. SirenGPS will provide web-based training and support as mutually agreed.
5. Community Education shall be the Client's responsibility.
6. Delivery to the SirenGPS mobile application is included in the annual subscription price. The cost of third party delivery for other delivery methods that exceed what is included in the proposal are billed on a pass through basis.
7. Executing this proposal will fix a price for services and allow us to schedule an implementation plan. A Service Agreement must be executed with SirenGPS to complete an order for SirenGPS services.
8. Client's Service Agreement will be based on a twelve month term(s) with a mutually agreeable start date.
9. Payment for the project may be made in installments upon mutual agreement.
10. Pricing proposed is valid for 30 days from the date of this proposal, or the proposed date of Service Agreement execution identified in this proposal, whichever is later.
11. The terms and content of this proposal are deemed confidential and shall not be shared with any of the Client's peers or service providers.
12. All checks shall be made payable to SirenGPS, Inc. and submitted to:

SirenGPS
9272 Olive Boulevard
St. Louis, MO 63132

Signature Page

ACCEPTED AND AGREED

Date: _____, 2017

Annual License Fees shall not exceed the following provided a service agreement is signed within thirty (30) days:

Mass Communication
Enhanced 911 Location and Emergency Profiles
\$1,500 for both

Signing this proposal constitutes a non-binding expression of intent to purchase SirenGPS Services. Pricing is good provided this proposal is executed within 30 days of issue.

Twin Oaks, Missouri

X: _____

By: _____
(please print)

Title: _____

EXHIBIT B

**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM**

Comes now _____ as _____, first being duly sworn, on my oath,
(name) (office held)
and affirm _____ ("Company) is enrolled and will continue to
(company name)
participate in a federal work authorization program in respect to employees that will work in
connection with the contracted services related to the professional services contract (the
"contracted services") with the City of Twin Oaks, and any incidental items associated with this
work for the duration of the contract, if awarded, in accordance with Section 285.530.2, R.S.Mo.
I also affirm that the Company does not and will not knowingly employ a person who is an
unauthorized alien in connection with the contracted services for the duration of the contract, if
awarded. Attached to this affidavit is documentation of the Company's participation in a federal
work authorization program.

**(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL
WORK AUTHORIZATION PROGRAM. ALSO ATTACH PROOF OF LAWFUL PRESENCE,
AS PROVIDED IN THE GENERAL CONDITIONS)**

***In Affirmation thereof, the facts stated above are true and correct (The
undersigned understands that false statements made in this filing are subject to the
penalties provided under Section 575.040, RSMo).***

Signature (person with authority)

Printed Name

Title

Date

State of Missouri)

County of _____)

ss.

Subscribed and sworn to before me this _____ day of _____, 2017.

My commission expires:

Notary Public

Exhibit C
CITY OF TWIN OAKS
VERIFICATION OF PROOF OF CITIZENSHIP - PUBLIC BENEFITS

Name: Last	First	Middle Initial	Maiden Name
Address (Street Name & Number)		Apt #	Date of Birth
City		State	Zip Code

- (Check all that apply to signer and company):
- A Citizen of the United States
 - A Lawful Permanent Resident
 - Company uses e-Verify when Hiring New Employees
 - All Employees are legally authorized to work in U.S.

Signature	Date (M/D/YY)
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VERIFICATION: *To be completed by City Staff.* Please record the title and expiration date of either: one document from Column A or a Missouri driver's license (Column B) or one document from Column C as listed in the Notice to Applicants for Public Benefits and attach a copy of the documentation.

A -MoDOR Accepted Documentation	or	B - MO Driver's License	or	C - Other Federal Documentation
Document title: _____		Missouri Drivers License <input type="checkbox"/>		Document title: _____
Expiration Date (if any) _____		Expiration Date _____		Expiration Date (if any) _____

CERTIFICATION: I certify that I have examined the document(s) regarding citizenship or residency presented by the above-named applicant.*

Signature of City Staff Person:	Print Name:	Date:
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***NOTE TO CITY STAFF:** If sufficient documentation was not presented, **do not sign** the certification above. Instead, please give applicant a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form and attach any completed Affidavit to this document.

Penalties under state law for fraudulently obtaining public assistance benefits may include, but are not limited to, imprisonment, fines, and discontinuation of benefits and recovery of benefits fraudulently obtained.

**EXHIBIT D
INSURANCE**

The Consultant shall obtain and maintain during the term of the Project and the Services Contract the insurance coverages at least equal to the coverages set forth in this Exhibit D, and as further provided in the General Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the Bid Amount and no additional payment will be made therefor by the City.

Comprehensive General Liability Insurance (including coverage for Bodily Injury & Property Damage)	\$2,762,789 per occurrence \$2,762,789 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury & Property Damage)	\$2,762,789 per occurrence \$2,762,789 aggregate
Employer's Liability	\$2,762,789 bodily injury by accident (each accident) \$2,762,789 bodily injury by disease (each employee) \$2,762,789 bodily injury policy limit

In addition, the Consultant and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed at the Project site.

Before commencing any work, the Consultant shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph 7. Each such certificate shall show the City, and such other governmental agencies as may be required by the Village to be insured by underlying grant or contract relating to the Project, as an additional insured, and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City.

The City may waive any insurance coverages or amounts required by this Exhibit D when the City deems such waiver to be in the interest of the public health, safety, and general welfare.