



**Issue:** Rotary Playground Upgrade- Memorial Donation/Sponsorship

**Date:** June 2, 2026

**Submitted By:** Matt Crouse, Director of Parks and Recreation

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The parks department has been approached by the Burrow Family to sponsor the purchase of a new swing set in memory of their son Noah Burrow. The Burrow's celebrated the life of their 17-year-old son Noah in December of last year. Noah had many challenges in life, though non-verbal, he was a radiant young man that lit up the room with his smiles, laughter, and unmistakable zest for life. Among his favorite things to do was swinging, often higher than most would consider comfortable. For this reason, the family thought it would be great to have a swing set in Rotary Park to honor the memory of Noah. Katie has been working with the family to replace the old single bay swing set on the west side of the current play equipment in the big playground in Rotary Park. Once installed the swing set would have a memorial sticker placed on it with information about Noah available via a QR code for people to scan.

The upgrade to the swing set would be welcomed as we continue to upgrade our parks playground equipment. The swing set and swing are pictured in the attachments to this memo.

There are a few steps for us to accomplish with this project. The first step is a budget amendment in the amount of \$6,937.29 to purchase the swing set and installation for this project. This includes a 3% discount for cash with order. This also would require council to authorize the city to pay for the equipment at the time of order, which is outside our current purchasing process. This would help save the family some monies for this purchase with the funds for the project being provided by the Noah Burrow Memorial Fund and will be received by the parks department prior to ordering the swing set. So, there is no direct expense to the city for this, however since funds are not allocated in this year's budget, this amendment will provide the path and tracking necessary to make this purchase.

The next step will be in the form of a resolution for a contract with the playground equipment company, including the installation of the new swing set, and a Memorandum of Understanding with the Burrow family for the project.

This is a commercial playground swing set from the same manufacturer of the equipment at Rotary Park and McCauley Park and will last the community for many years to come. The swings in the new single bay swing set includes a traditional swing and an Expression Swing (see picture attached).



Where I understand there are several steps to this purchase and process of acquiring this sponsorship of playground equipment the department is honored to have the opportunity to provide a memorial swing set that honors the life of Noah, and provides an opportunity for our community to ensure an activity that Noah enjoyed as well. We are requesting council approve this budget amendment including paying for the equipment at the time of order, at the next council meeting and approve the resolution later in this meeting to make this memorial swing set a reality within our park system. This amenity will have a lasting impact on our park system for those who visit our parks for many years to come.

Respectfully,

Matt Crouse  
Director, Parks and Recreation

## Nixa Parks and Recreation

Design • Build • PLAY!



Colors:  
Swing frame: Blue  
Expression swing: yellow  
plastic/yellow frame

**RESOLUTION NO. 2026-29**

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**  
2 **ADMINISTRATOR TO EXECUTE A CONTRACT, IN AN AMOUNT NOT TO EXCEED**  
3 **\$6,937.29 WITH PLAYCORE WISCONSIN, INC., DBA GAMETIME C/O CUNNINGHAM**  
4 **RECREATION FOR THE PURCHASE AND INSTALLATION OF CERTAIN PARK**  
5 **EQUIPMENT AT ROTARY PARK.**

6  
7 **WHEREAS** the City, desires to engage Playcore Wisconsin, Inc., DBA Gametime  
8 C/O Cunningham Recreation for the purchase and installation of certain park equipment;  
9 and

10  
11 **WHEREAS** the City Council desires to authorize the City Administrator to execute  
12 a contract, in an amount not to exceed \$6,937.29, with Playcore Wisconsin, Inc., DBA  
13 Gametime C/O Cunningham Recreation for said Services.

14  
15 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**  
16 **NIXA, AS FOLLOWS, THAT:**

17  
18 **SECTION 1:** The City Council hereby authorizes the City Administrator, or  
19 designee, to execute a "Contract for the purchase and installation of certain park  
20 equipment" with Playcore Wisconsin, Inc., DBA Gametime C/O Cunningham Recreation,  
21 in an amount not to exceed \$6,937.29. Said Agreement shall be in substantially similar  
22 form as "Resolution Exhibit A," which is attached hereto and incorporated herein by this  
23 reference as though fully set out herein.

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25 **SECTION 2:** The City Administrator and the officers of the City are hereby  
26 authorized to do all things necessary or convenient to carry out the terms and intent of  
27 this Resolution.

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29 **SECTION 3:** This Resolution shall be in full force and effect from and after its final  
30 passage by the City Council and after its approval by the Mayor, subject to the provisions  
31 of section 3.11(g) of the City Charter.

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34 **[Remainder of page intentionally left blank. Signatures follow on the next page.]**  
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**RESOLUTION NO. 2026-29**

47 **ADOPTED BY THE COUNCIL THIS 9<sup>TH</sup> DAY OF JUNE 2026.**

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ATTEST:

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\_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
CITY CLERK

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55 **APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2026.**

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57

ATTEST:

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\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

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62 APPROVED AS TO FORM:

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\_\_\_\_\_  
INTERIM CITY ATTORNEY

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EFFECTIVE DATE: \_\_\_\_\_

TERMINATION DATE: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

**CONSTRUCTION CONTRACT FOR PURCHASE AND INSTALLATION  
OF CERTAIN PARK EQUIPMENT**

**THIS CONSTRUCTION CONTRACT FOR THE PURCHASE AND INSTALLATION OF CERTAIN PARK EQUIPMENT** ("Contract") is made and entered into upon its execution by the City of Nixa, Missouri, a Constitutional Charter City organized under the laws of the State of Missouri ("City") and Playcore Wisconsin, Inc., dba GameTime c/o Cunningham Recreation, a Corporation organized under the laws of the State of Wisconsin and authorized to transact business in the State of Missouri ("Contractor").

**WHEREAS** the City, after entering into a Memorandum of Understanding (MOU) with Jena and Josh Burrow, desires to engage Contractor to install certain park equipment and

**WHEREAS** the Contractor desires to perform such work under the terms and conditions of this Contract.

**NOW, THEREFORE**, for the considerations herein expressed, it is mutually agreed by and between the City and the Contractor as follows:

**1. Manner and Time for Completion.**

**1.1.** The Contractor agrees to perform and undertake the work described herein.

**1.2.** The Contractor shall perform said work in accordance with the standard of care, skill, and expertise ordinarily used by members of the Contractor's profession in the performance of similar work.

**1.3.** The work is described in Exhibit A, which is attached hereto and incorporated herein by this reference ("Services").

**1.4.** Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws.

**2. Addition to Services.** The City may add to the Services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Contractor shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Contractor.

**3. Payment.** The City shall pay the Contractor only after the City has received the funds from the Burrow Family, as indicated in the MOU, attached hereto and incorporated herein by this reference as Exhibit B. The total amount to be paid to Contractor shall not exceed the amount of \$6,937.29.

**4. Exchange of Data and Cooperation.** All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Contractor without charge, and the parties shall reasonably cooperate with each other in every possible way in the carrying out of the Services.

**5. Personnel.** The Contractor represents that Contractor shall secure at Contractor's own expense all personnel required to perform the Services. Such personnel shall not be considered employees of the City. All the Services required hereunder shall be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such Services. None of the Services covered by this contract shall be subcontracted without the prior written approval of the City.

**6. Term.** This Contract shall commence upon its full execution by the Parties and shall continue until the completion and acceptance by the City of the Services, unless sooner terminated pursuant to Paragraph 7.

**7. Termination.**

**7.1. Termination for breach.** Failure of Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Contractor. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

**7.2. Termination for Convenience.** The City shall have the right at any time upon 90 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such event final payment to the Contractor shall be limited to services provided by the Contractor as of the effective date of said termination.

**8. City's Right to Proceed.** In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

**9. Confidentiality.** Any reports, data, or similar information given to, prepared or assembled by the Contractor under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Contractor without prior written approval of the City. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

**10. Conflict of Interest.** Contractor certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this Contract which would violate any applicable federal regulations or the provisions of RSMo. Section 105.450 et seq or the provisions of Nixa City Charter Section 13.1.

**11. Assignment.** Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Contract, including by operation of law, change of control, or merger, without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall

be null and void. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**12. Nondiscrimination.** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

**12.1.** This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

**12.2.** This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**13. Occupational License.** The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Contractor.

**14. Insurance Requirements.**

**14.1.** Without limiting any of the other obligations or liabilities of the Contractor, Contractor shall at all times during the Term of this Contract, and for a period of three years thereafter, unless waived in writing by the City, at Contractor's sole cost and expense, have at least the following types and amounts of insurance:

**14.1.1. Commercial General Liability Insurance** with limits no less than \$532,148.00 per person and \$3,547,658.00 in the aggregate, including bodily injury and property damage, which policy shall include contractual liability coverage insuring the activities of Contractor under this Contract;

**14.1.2. Worker's Compensation Insurance** with statutory coverage as provided for in RSMo. 287.010 et seq.;

**14.1.3. Employers Liability Insurance** with limits no less than \$532,148.00 per person and \$3,547,658.00 in the aggregate;

**14.1.4. Commercial Automobile Liability** covering all owned, non-owned, and hired vehicles, with limits no less than \$532,148.00 per person and \$3,547,658.00 in the aggregate; and

**14.1.5. Owner's and Contractor's Protective Liability Insurance.** To protect the City, its agents, servants, and employees from claims which may arise from the performance of this Contract, with limits of at least \$3,547,658.00 for all claims arising out of a single

accident or occurrence and at least \$532,148.00 with respect to injuries and/or death of any one person in a single accident or occurrence. The Owner's and Contractor's Protective Liability Insurance must:

**14.1.5.1.** Be a separate policy with the named insured being: The City of Nixa, Missouri; and

**14.1.5.2.** Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance and Automotive Liability Insurance; and

**14.1.5.3.** Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

**14.2.** All insurance policies required pursuant to Paragraph 14 shall:

**14.2.1.** Be issued by insurance companies reasonably accepted by the City, able to transact business within the State of Missouri, and with an A.M. Best Rating of no less than an A- Rating, Financial Size Category VII.

**14.2.2.** Provide that such insurance carriers give the City at least 30 days' prior written notice of cancellation or non-renewal, or material reduction in coverage. The Contractor shall be required to provide the City with an identical written notice within the same timeframe. Notwithstanding any provisions to the contrary, the Service Provider shall have new insurance policies in place that meet all requirements of this Paragraph 14 prior to such cancellation, non-renewal, or reduction.

**14.2.3.** Be endorsed to provide a Waiver of Subrogation in favor of the City and its officials, employees, and agents, on all policies required by this Agreement.

**14.2.4.** Be endorsed to provide that such insurance is primary insurance and any similar insurance in the name of or for the benefit of the City shall be excess and non-contributory.

**14.2.5.** Name the City and its officials, employees, and agents, as additional insureds on the Commercial General Liability and Commercial Automobile Liability policies.

**14.2.6.** All underlying policies required by this Contract (e.g., Commercial General Liability, Automobile Liability, Employer's Liability) must be in place. An Umbrella or Excess Liability policy may be used to satisfy the total limit requirements for the underlying policies. Furthermore, any General Aggregate limit for a Commercial General Liability policy shall apply on a 'per-project' or 'per-location' basis by endorsement.

**14.3.** Contractor shall provide the City with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Paragraph 14 at the time of execution of this Contract and shall not do anything to invalidate such insurance.

**14.4.** Failure of the Contractor to maintain the coverages set out in this Paragraph 14 shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

**14.5.** This Paragraph 14 shall not be construed in any manner as waiving, restricting, or limiting the liability of the Contractor for any obligations imposed under this Contract (including but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold harmless under this Contract).

**14.6. Subcontracts.** In case any or all the performance of this Contract is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in this Paragraph 14. Contractor shall provide evidence of such insurance from said subcontractor.

**14.7. Changes in policy limits.** In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo. is broadened or increased during the term of this Contract by legislative or judicial action or in the event that the Sovereign Immunity limits for a given calendar year, as published annually on the Missouri Register by the Missouri Department of Insurance are increased during the term of this Contract, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased exposure as the result of increase. Any such additional insurance coverage shall be evidenced by an appropriate Certificate of Insurance and shall take effect within the time set forth in the addendum.

**14.8. Survival.** The provisions of this Paragraph shall survive the termination or expiration of this Contract.

**15. Contractor's responsibility for subcontractors.** The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City.

**16. Independent Contractor Clause.** This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor shall be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum

wages and/or overtime premiums.

**17. Liability and Indemnity.**

**17.1.** In no event shall the City be obligated to indemnify or save harmless the Contractor, it being acknowledged by the City and Contractor that the City is prohibited by Missouri Law from indemnifying and saving harmless third parties.

**17.2.** In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.

**17.3.** The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

**17.4.** The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due to any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

**17.5.** The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.

**17.6.** The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

**17.7.** Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Contractor's obligation under this Contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this Contract.

**17.8.** The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

**17.9.** The provisions of this Paragraph shall survive the termination or expiration of this Contract.

**18. Contract Documents.**

**18.1.** The entire Contract of the parties shall consist of the following documents:

**18.1.1.** This Contract; and

**18.1.2.** Scope of Work (Exhibit A); and

**18.1.3.** Memorandum of Understanding (Exhibit B).

**18.2.** The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein.

**18.3.** No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.

**18.4.** In the event of a conflict between terms, the terms of this Contract, exclusive of its Exhibits, Attachments, or Schedules, shall control over the terms of any Exhibit, Attachment, or Schedule.

**19. Nonresident or Foreign Contractors.** The Contractor shall procure and maintain during the life of this Contract:

**19.1.** If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

**19.2.** A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

**19.3.** The Contractor shall utilize a United States based bank at the time of execution of this Contract. The City shall not be responsible for any additional costs incurred in the event that the Contractor utilizes a non-United States based bank.

**20. Notices.**

**20.1.** All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Contractor at the addresses shown below:

To City:

Name: City of Nixa, Missouri  
Address: 715 W. Mt. Vernon St., PO Box 395, Nixa MO 65714  
Phone: 417.725.3785  
Email: mcrouse@nixa.com

Attn: Matt Crouse  
Dept: Parks

To Contractor:

Name: Playcore Wisconsin, Inc., dba GameTime c/o Cunningham Recreation  
Address: PO Box 240981, Charlotte, NC 28224  
Phone: 800.438.2780  
Email:  
Attn: Jeremy Martin

**20.2.** The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

**20.3.** Notice of information may be updated by the respective party upon reasonable notice of such change to the other party.

**21. Right to Audit.** Contractor agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract. Contractor shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Contractor's records pertaining to the work/product for a period of three (3) years after final payment. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

**22. Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

**23. City Benefits.** The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

**24. No Third-Party Beneficiaries.** This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Contract.

**25. Jurisdiction.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri, without giving effect to any choice or conflict of law provision or rule which would cause the application of the laws of any jurisdiction other than those of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Courts of Christian County, Missouri. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

**26. Waiver of Jury Trial.** Each party irrevocably and unconditional waives any right it may have to

a trial by a jury in respect to any legal action arising out of or relating to this Contract or the transaction contemplated thereby. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

**27. No Waiver of Governmental Immunity.** No provision of this Contract is intended, or shall be construed, to be a waiver for any purpose by the City of any applicable state law on municipal liability or governmental immunity. No indemnification provision contained in this Contract under which Customer indemnifies the City shall be construed in any way to limit any other indemnification provision contained in this Contract.

**28. Severability.** If any term or provision of this Contract is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision.

**29. Headings.** The headings in this Contract are for reference only and shall not affect the interpretation of this Contract.

**30. Interpretation.** This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

**31. Payment for Labor and Materials.** The Contractor shall pay for all labor and materials used in the provision of the Services.

**32. Affidavit for Contracts Over \$5,000.00.** That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

**[Remainder of page intentionally left blank. Signatures follow on next page.]**



EXHIBIT A  
SCOPE OF WORK

The contractor shall provide and install the following:

- One (1) GameTime – Belt Seat for 8' Toprail
- One (1) GameTime – Expression Swing w/ Adaptive Seat
- One (1) GameTime – 8' ADA Primetime Swing Frame Basic

Total Compensation:

- **The total compensation to be paid to the service provider by the City shall not exceed \$6,937.29.**

City's Responsibilities:

- City shall prep the site for installation.