



**City of O'Fallon  
Youth Baseball and Softball Umpire Services  
Request for Proposals #26-016**

**CITY OF O'FALLON, MISSOURI**

**REQUEST FOR PROPOSALS**

**RFP NUMBER 26-016**

**Youth Baseball and Softball Umpire Services**

**January 30, 2026**

**INCLUDED ARE:**

Proposal Instructions

Terms and Conditions

Scope of Work

Proposal Form

## CITY OF O'FALLON, MISSOURI

### PROPOSAL INSTRUCTIONS

#### **PURPOSE**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified companies capable of providing Umpire Scheduling Services for the City of O'Fallon. The RFP states the overall scope of services desired and specific functionality as well as required vendor qualifications.

This RFP provides prospective companies with sufficient information to enable them to prepare and submit proposals for consideration by the City of O'Fallon (hereafter referred to as "the City") to satisfy the needs as outlined in the scope of services.

#### **BACKGROUND:**

In Spring 2026, the City of O'Fallon Recreation Department will start a City-Operated Youth Baseball and Softball leagues at Westhoff Park and Ozzie Smith Sports Complex.

#### **SCHEDULE OF ACTIVITIES**

Release and advertisement of RFP:	January 30, 2026
Deadline for submission of questions:	February 10, 2026 at 12:00 P.M. CST
Proposal submission deadline:	February 25, 2025 at 12:00 P.M. CST

#### **PROPOSAL SUBMISSION**

Sealed proposals must be received by the City of O'Fallon, Missouri; Purchasing Office, 100 North Main Street; O'Fallon, Missouri 63366 prior to February 25, 2026, at 12:00 P.M. (prevailing central time). Each proposal shall consist of one original (identified as such) and one (1) electronic copy on flash/thumb drive of the complete proposal. The file submitted on flash/thumb drive shall include all attachments and signatures, where applicable.

It is the responsibility of the proposer to ensure that their proposal is received in the Purchasing Office, prior to the deadline. Companies mailing proposals should allow ample mail delivery time to ensure timely receipt of their proposals. Proposals received after the deadline for receipt of proposals will not be opened or considered.

Proposals must be clearly identified as a proposal for the City of O'Fallon, Missouri "**RFP # 26-016 Youth Baseball and Softball Umpire Services**" and shall show such information on the outside of the proposal packet. Proposals will not be accepted by facsimile or email transmittal. Do not staple or submit bid in any type of binder; binder clips are acceptable.

#### **QUESTIONS**

All questions must be submitted in writing to Christine Grabin, Purchasing Agent, no later than 12:00 P.M. (CDT) on February 10, 2026, via email [cgrabin@ofallonmo.gov](mailto:cgrabin@ofallonmo.gov). The City will only respond by the end of day on February 13, 2026, to questions from Respondents. Answers to questions will only be distributed via addendum and posted on our website. <https://www.ofallonmo.gov> under Bid Opportunities

#### **AMENDMENTS TO RFP**

In the event it should be necessary to revise any portion of this RFP, addenda will be provided to all proposers who received the original RFP from the City of O'Fallon. This does not relieve the submitting company the responsibility of regularly checking the City website listed below for updates regarding any addenda associated with this proposal request. Addenda are available on

our website at: <https://www.ofallonmo.gov> under Bid Opportunities. If you received this RFP by means other than the bid system, you must furnish your company name, address, and telephone number to the Purchasing Agent identified in the Proposal Instructions section in order to receive any addendum to this RFP. Proposers shall acknowledge receipt of each addendum issued in the space provided on the RFP form.

END OF PROPOSAL INSTRUCTIONS

## **CITY OF O'FALLON, MISSOURI**

### **TERMS AND CONDITIONS**

#### **QUALIFICATIONS:**

All companies shall be licensed, insured, and bonded and shall furnish satisfactory evidence to the City that they have previously performed/provided the types of services as specified below.

#### **LAWS AND ORDINANCES, REGULATIONS, LICENSING FEES:**

Firm shall conform to all rules, regulations, ordinances, laws, or directives set forth by the City of O'Fallon and/or the State of Missouri.

#### **LAW GOVERNING:**

All State of Missouri and/or Federal Laws shall be hereby specifically made a part of this contract as set forth herein.

#### **NON-DISCRIMINATING:**

The Contractor, its employees, and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

Firm shall comply with Section 285.525 – 285.550 RSMo regarding enrollment in a federal work authorization program. **A signed, notarized affidavit (attached) and supporting documentation affirming enrollment in a federal work authorization program must be submitted with proposal. Failure to comply with this provision may result in rejection of proposal.**

#### **E-VERIFY:**

Company shall be E-Verify compliant and shall provide documentation to support this requirement within the proposal including the memorandum of understanding (MOU) and the electronic signature page completed in its entirety.

#### **METHOD OF AWARD / SELECTION:**

The proposals will be evaluated by the City. A response summary of proposals will be available by contacting Christine Grabin, Purchasing Agent. The response summary will only include the names of the companies that submitted proposals that were delivered by the required RFP submittal date and time. Until award of the contract, the Responses shall be held in confidence and shall not be available for public review.

#### **TERMS/CANCELLATION AND DAMAGES:**

This contract may be terminated by either or both parties upon thirty (30) days written notice or upon mutual agreement of both parties.

If the City, because of the Vendor's breach, terminates this Contract, the City shall have the right to purchase service elsewhere and to charge the Vendor with any additional cost incurred.

Notwithstanding the above, the Vendor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this contract by the Vendor and the City may withhold any payments to the Vendor until such time as the amount of such damages due the City from the Vendor shall be determined.

## **PRICING:**

This request for proposal is a one (1) year agreement, exercised at the sole discretion of the City of O'Fallon, Missouri. The pricing stated by the respondent in the cost proposal section shall remain firm for a one (1) year period from the start date of the contract. No price increases will be allowed for the duration of the contract. Price decreases are allowed at any time.

## **RENEWAL & EXTENSION:**

The successful proposer will be awarded a one (1) year agreement effective the date of award. Prices must not be increased for the entire agreement period. At the City's option, the agreement may be renewed for four (4) additional one (1) year periods. **In no event shall the term plus renewals exceed five (5) years.** The items or services purchased under this agreement may be subject to a price increase at the time of renewal, by mutual agreement. The exact increase or maximum percent increase shall be indicated on the price sheet of the proposal packet. Request for a price increase for each period must be presented to the City at least sixty (60) days before the expiration of the current agreement. If a request for increase is not presented, the prices will remain. Price decreases are allowed at any time.

## **AWARD REQUIREMENTS:**

Once the City is prepared to award the contract to the selected company, the company will need to provide the following documents to the City.

- Signed contract agreement
- Current certificate of insurance

Once all of these items are received and fully executed, then the City will issue the Notice to Proceed.

It is the desire of the City to award a single contract for the entire scope of services outlined in this request for proposals. All proposals are subject to staff analysis. The City of O'Fallon reserves the right to accept or reject any and all proposals received.

## **CONTACT WITH CITY OF O'FALLON PERSONNEL:**

As specified above, all contact with the City should be channeled through the Purchasing Agent. No contact with other City employees, officials, or City Council members is to be made by responding proposers throughout the entire process.

## **RESPONSE MATERIAL OWNERSHIP:**

All proposals become the property of the City of O'Fallon, Missouri upon receipt and will only be returned to the proposer at the City's option. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP. Disqualification of a proposal does not eliminate this right.

## **PROPRIETARY INFORMATION:**

All material submitted in response to this RFP will become public record and will be subject to inspection after an Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include justification for the request and approval by the City Clerk. Neither cost or pricing information nor a total proposal will be considered proprietary.

## **CONFIDENTIALITY:**

The Vendor agrees that it will not permit the disclosure or duplication of any information received from the City or stored on City systems unless such disclosure or duplication is specifically authorized in writing by the City, or as required by law.

The City agrees that it will not disclose or duplicate any information designated in advance by the Vendor as "Confidential/Proprietary" information to any person (other than City personnel who must have access to such information) unless such duplication, use or disclosure is specifically authorized in writing by the Vendor or is required by law. The term "Confidential/Proprietary" does not include ideas, techniques, or concepts that are in the public domain.

## **EVALUATION RIGHTS:**

The City reserves the right to: a) reject any or all proposals, or to make no award, b) require modifications to initial proposals, c) make partial or multiple awards, or d) further negotiate costs submitted in proposals. The City reserves the right to award the contract in any manner deemed in the best interest of its citizens.

## **REJECTION OF PROPOSALS:**

The City of O'Fallon, Missouri reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so. Failure to furnish all information or to follow the proposal format requested in this RFP may disqualify the proposal. Any exception to the Scope of Work must be identified in the proposal.

## **INCURRING COSTS:**

The City of O'Fallon, Missouri shall not be obligated or be liable for any cost incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the proposer.

## **SUBMISSION OF PROPOSALS AND SUPPLEMENTAL MATERIALS:**

Proposals shall be submitted to the Purchasing Office. If supplemental materials are required or requested, then they must be submitted to the Purchasing Office as part of the proposal. Supplemental materials will not be accepted after the proposals have been opened, unless requested by the Purchasing Office. Submission or distribution by the company of unsolicited supplemental materials to City employees or Officials may result in rejection of the proposal.

## **DISCRIMINATION POLICY:**

The City of O'Fallon advises the public that it does not discriminate against any person on account of race, color, religion, creed, sex, age, ancestry, or national origin, and that such nondiscrimination is extended to procurement of materials and/or the provision of municipal services.

## **WAIVER:**

The City reserves the right to waive any variances from the original RFP in cases where the variances are considered to be in the best interest of the City.

## **INSURANCE:**

The firm or company that is awarded a contract shall maintain during the life of the agreement and furnish to the City the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates listing the City of O'Fallon as an "Additional Insured" during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must accompany the certificate.

## **INDEMNITY:**

The Vendor shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Vendor and its employees, or because of any act or omission, neglect or misconduct of the Vendor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise.

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions, or suits brought against them.

The Vendor shall likewise be liable for the cost, fees and expenses incurred in the City's or the Vendor's defense of any such claims, actions, or suits.

## **PAYMENT TERMS AND CONDITIONS:**

The City's payment terms are Net 30 days. The City is exempt from Missouri sales and use taxes and will not pay taxes for any product or service. A copy of the City's tax-exempt certificate shall be presented to the firm or company that is awarded a contract.

## **Inquiries concerning this Request for Proposals shall be directed to:**

Christine Grabin  
Purchasing Agent  
City of O'Fallon, Missouri  
100 North Main Street  
O'Fallon, Missouri  
Phone: (636) 379-5527  
[cgrabin@ofallonmo.gov](mailto:cgrabin@ofallonmo.gov)

END OF TERMS AND CONDITIONS

## **CITY OF O'FALLON, MISSOURI**

### **RFP NUMBER 26-016**

#### **SCOPE OF SERVICES**

The successful proposer shall provide all labor, supervision, and equipment necessary to officiate City youth baseball and softball games as scheduled.

#### **Sports & Levels**

Services will include, but are not limited to:

- Youth Baseball 7U thru 14U
- Youth Softball 8U thru 14 U

Age divisions and field configurations may vary by season. Specific division assignments will be coordinated with City staff prior to each season.

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#### **Season & Schedule Overview**

##### **Seasonal Timeframes**

- **Spring Season:** April through June
- **Fall Season:** September through October

##### **Game Days & Times**

- Games are primarily scheduled on weekday evenings, with occasional weekend games as needed.
- Game schedules, locations, and start times will be provided by the City in advance.
- Games will be played at Ozzie Smith Sports Complex and Westhoff Park.
- The Proposer must be able to adjust assignments due to weather delays, reschedules, or field availability.

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#### **Umpire Management & Oversight**

##### **Umpire-in-Chief / Assignor Requirement**

The Proposer shall designate an Umpire-in-Chief (UIC) or equivalent individual who will serve as the primary point of contact with the City.

The UIC shall be responsible for:

- Recruiting, assigning, and scheduling umpires
- Ensuring all games are adequately covered
- Serving as the City's primary liaison for umpire-related matters
- Addressing performance concerns, no-shows, and replacements
- Being reasonably available during game times for operational support

## **On-Site Presence**

Proposers shall ensure that an Umpire-in-Chief (UIC) or an approved designee is physically present on-site during scheduled league games.

The on-site UIC or designee shall be responsible for:

- Providing real-time oversight and support to assigned umpires
- Addressing umpire absences, substitutions, or emergencies
- Serving as the primary point of contact for City staff during game operations
- Assisting with game-day conflict resolution and rules interpretation as needed

The Proposer shall clearly identify:

- Whether the on-site representative will be the UIC or a designated lead umpire
- The extent of on-site coverage (full game coverage, staggered coverage, or site rotation)
- Any associated costs for on-site supervision, if not included in base pricing

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## **Pricing & Compensation Structure**

Proposers must submit a detailed pricing sheet that clearly outlines all costs associated with providing umpire services.

### **Required Pricing Details**

At a minimum, pricing must include:

- **Umpire compensation rate(s)**
  - Per game and/or per hour
  - Any variations by age division, field type, or game length
- **Umpire-in-Chief / Assignor fees**
  - Scheduling/assigning fee (if applicable)
  - On-site supervision fees (if applicable)
  - Any seasonal or administrative fees
- **Additional costs**, including but not limited to:
  - Training clinics
  - Late schedule changes or emergency coverage

All pricing must be all-inclusive and clearly identify any optional or variable fees.

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## **Umpire Recruitment & Training Plan**

Proposers must submit a written plan detailing how umpires will be recruited, trained, and retained.

The plan should address:

- Recruitment strategies (existing staff, open recruitment, partnerships, etc.)

- Minimum qualifications or experience requirements
- Training and certification processes
- Rules knowledge and mechanics training
- Ongoing evaluation or mentoring processes

This section is particularly important for proposals submitted by individuals or smaller organizations and will be evaluated accordingly.

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### **Umpire Payment Structure**

Proposers must clearly state how umpires will be compensated, including one of the following (or a hybrid approach):

- Umpires paid directly by the Proposer
- Umpires paid as individual contract services through the City
- A combination of both, depending on role or season

All payment structures must comply with applicable federal, state, and local labor laws.

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### **Equipment & Safety Requirements**

The Proposer shall be responsible for providing all required umpire safety equipment, including but not limited to:

- Protective masks
- Chest protectors
- Shin guards
- Any additional safety equipment required by league rules

The City will not provide umpire equipment.

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### **Performance Standards**

The Proposer shall ensure:

- Timely arrival of umpires
- Professional appearance and conduct
- Knowledge and enforcement of applicable rules
- Clear communication with coaches and City staff

The City reserves the right to request replacement of umpires who do not meet performance expectations.

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### **Proposal Submission Requirements**

Proposals shall include:

1. Company or individual information
2. Relevant experience providing umpire services

3. Umpire-in-Chief / Assignor qualifications
4. Detailed pricing sheet
5. Recruitment and training plan
6. Payment structure explanation
7. References (if available)

**Supplemental Information (use additional sheets as necessary):**

1. Name of primary contact, address, and phone number.

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2. What day(s) and time(s) is the primary contact available?

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3. Provide a brief history of the company.

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4. Describe any name or ownership changes in the past five (5) years.

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5. Submit a sample copy of your current contract/agreement with all terms and conditions (subject to review by the City's legal review).

6. Provide at least four (4) references of current or past clients for the same services being requested. Include the following information for each reference:

- Agency name
- Address, city, state, zip
- Contact information
- Years using system
- Population

7. Cost Proposal:

- Provide a comprehensive cost proposal with a complete breakdown and a grand total.
- The City reserves the right to choose all or a portion of the items proposed.

8. Renewal & Extension:

- In the event that the City of O'Fallon exercises its options to renew the contract for four (4) additional one (1) year periods pursuant to the applicable provisions outlined in this document, the Proposer shall provide below, the maximum percentages of increase or maximum percentage of decrease for each renewal period. The proposer is cautioned that the percentages shall be computed against the ORIGINAL contract/unit prices during renewal periods. Furthermore, the Proposer is advised that the City does not automatically grant increases at the time of renewing the contract and that if an increase isn't requested, documentation of need must be provided at the

time of renewal.

Optional 1<sup>st</sup> Renewal Period Maximum % Increase over Year 1 Total Bid Price: \_\_\_\_\_ %

Optional 1<sup>st</sup> Renewal Period Maximum % Decrease over Year 1 Total Bid Price: \_\_\_\_\_ %

Optional 2<sup>nd</sup> Renewal Period Maximum % Increase over Year 1 Total Bid Price: \_\_\_\_\_ %

Optional 2<sup>nd</sup> Renewal Period Maximum % Decrease over Year 1 Total Bid  
Price: \_\_\_\_\_ %

Optional 3<sup>rd</sup> Renewal Period Maximum % Increase over Year 1 Total Bid Price: \_\_\_\_\_ %

Optional 3<sup>rd</sup> Renewal Period Maximum % Decrease over Year 1 Total Bid Price: \_\_\_\_\_ %

Optional 4<sup>th</sup> Renewal Period Maximum % Increase over Year 1 Total Bid Price: \_\_\_\_\_ %

Optional 4<sup>th</sup> Renewal Period Maximum % Decrease over Year 1 Total Bid Price: \_\_\_\_\_ %

### **Evaluation Criteria:**

The City reserves the right to select the Vendor who best meets the “overall” needs of the City of O’Fallon based primarily on the following criteria (not listed in any order of importance):

- All costs related to the project, both initial and ongoing.
- The ability to serve the City of O’Fallon’s needs for multiple years.
- Adherence to the requested Information specifications, thoroughness of the Proposal, as well as the overall format of the presentation
- Relevant experience and qualifications
- Quality of recruitment and training plan
- Ability to provide consistent game coverage of umpires

END OF SCOPE OF SERVICES

## **CITY OF O'FALLON, MISSOURI**

### **PROPOSAL FORM**

Signature of proposer indicates that the proposer understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Request for Proposal Number 26-016 and to all the conditions imposed herein, the undersigned offers and agrees to provide a Youth Baseball and Umpire Services for the City of O'Fallon in accordance with the scope of services and intent of the request for proposals contained herein.

Proposal Form shall be attached to respondent's proposal.

Indicate whether: ( ) Individual; ( ) Partnership; ( ) Corporation

Incorporated in the state of: \_\_\_\_\_

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_

CITY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE/ZIP: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

TAX ID NO.: \_\_\_\_\_

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

**Acknowledge the receipt of addenda by initialing box below as appropriate.**

Addenda 1 \_\_\_\_\_ Addenda 2 \_\_\_\_\_ Addenda 3 \_\_\_\_\_ Addenda 4 \_\_\_\_\_

## **WORKER ELIGIBILITY VERIFICATION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_,  
Affiant name

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

## Affiant Signature

Subscribed and sworn to before me in \_\_\_\_\_, \_\_\_\_\_, the day and year first above-written.  
city (or county) state

My commission expires:

## Notary Public

*[Attach documentation of enrollment/participation in a federal work authorization program]*

## INSURANCE REQUIREMENTS

### **GENERAL:**

The Vendor shall respond to these specifications as an independent contractor and not as an employee of the City of O'Fallon.

### **WORKER'S COMPENSATION INSURANCE:**

The Vendor shall procure and shall maintain during the Term of the Agreement, Worker's Compensation Insurance for all of its employees to be engaged and perform work under the Agreement, and in case such work is sublet, the Concessionaire shall require the subcontractor similarly to provide Worker's Compensation Insurance for all such employees to be engaged by the Vendor for such work unless such employees are covered by the protection afforded by the Vendor's Worker's Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Worker's Compensation statute, the Vendor shall provide and shall cause such subcontractor to provide adequate Employer's Liability insurance for the protection of its employees not otherwise protected.

### **Commercial General Liability Insurance:**

The Vendor shall carry public and property damage insurance which shall include bodily injury and accidental death to any person and subject at the minimum limits set forth below:

Liability Limits	\$3,500,000/Per Occurrence
	\$3,500,000/General Aggregate
	\$3,500,000 Products/Completed Operations aggregate
	An umbrella/excess liability policy can be used to attain the required limits.

### **Commercial Automobile Liability Insurance:**

The Vendor shall maintain Commercial Automobile Liability Insurance Coverage in the amounts not less than the minimum limits set forth below:

Bodily Injury and Property Damage	\$3,500,000 Combined Single Liability Limit
	An umbrella/excess liability policy can be used to attain the required limits.

### **CHANGES IN INSURANCE COVERAGE:**

The Contractor shall notify the City of changes in insurance coverage in writing within thirty (30) days.

### **OTHER INSURANCE PROVISIONS/ENDORSEMENTS:**

An original Certificate of Insurance from the company or authorized agent of record must be furnished to the City, provide that the City of O'Fallon is an "Additional Insured" on the Vendor's Commercial General Liability policy during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must accompany the insurance certificate. Both the General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provision: Vendor and its insurer shall waive any right of subrogation against the City. This requirement of insurance does not limit the Vendor's liability under the Agreement in any manner.

### **INDEMNITY:**

The Contractor shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Contractor shall likewise be liable for the cost, fees and expenses incurred in the City's or the Contractor's defense

of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

**INSURANCE RATING:**

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

**SURVIVAL OF INDEMNIFICATION:**

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of the Contract for claims arising from events occurring while the Contract is in force.

**NOTICE OF LAWSUIT:**

Within sixty (60) days of service of process, the City shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the City shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within sixty (60) days.

**CHOICE OF LEGAL COUNSEL:**

The contractor shall provide coverage as stipulated in the contract. In the event of a proceeding, the City retains the right to approve legal counsel for claims brought against the City.

**DISPUTES:**

Any dispute arising out of this agreement will be resolved under the laws of the State of Missouri.

**END OF INSURANCE REQUIREMENTS**