

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made and entered into this _____ day of _____, 20____, between the City of Springfield, Missouri ("Springfield") and the City of Hollywood, Florida ("Hollywood").

WHEREAS, a properly functioning wastewater treatment plant is essential for protection of the environment and citizens of both Springfield and Hollywood; and

WHEREAS, Hollywood is currently without the use of their cryogenic plant due to failure of its nitrogen superheater and this part is essential for the efficient and safe operation of Hollywood's wastewater treatment plant; and

WHEREAS, Chart Energy & Chemicals, Inc., 201 Main St, La Crosse, WI ("Chart") is the only company in the United States which produces the necessary nitrogen superheater; and

WHEREAS, Chart has indicated that it will take approximately thirty (30) weeks to manufacture a new nitrogen superheater; and

WHEREAS, it appears that Springfield is the only city in the United States currently in possession of a spare unused nitrogen superheater (Serial No. 92A/06-002; Item No. 14232A-3) ("Spare Part"); and

WHEREAS, Springfield is willing to assist Hollywood to avoid excessive maintenance costs and prevent any potential environmental impacts which could occur as a result of the failed nitrogen superheater.

NOW THEREFORE, the parties do hereby mutually covenant and agree as follows:

1. Springfield agrees to arrange for transportation of the Spare Part to Hollywood for use in their wastewater treatment facility by the most expeditious means possible.
2. Hollywood agrees to reimburse Springfield for all costs associated with the packing and transportation of the Spare Part.
3. Hollywood further agrees, at its expense, to order and obtain a new nitrogen superheater manufactured by Chart ("New Part"), in a size and specification equal to or better than the Spare Part Springfield provided to Hollywood.
4. In exchange for immediate use of the Spare Part, Hollywood agrees to deliver to Springfield (or to arrange for shipment directly from Chart), at Hollywood's expense, the New Part immediately upon completion of the manufacturing process.

5. Barring an event of force majeure, the New Part shall be delivered no later than twelve (12) months after the date of this agreement.
6. In the event that any failure of the nitrogen superheater currently in use in Springfield should occur prior to delivery of the New Part to Springfield, Hollywood agrees to pay any and all expenses incurred by Springfield as a result of the unavailability of the Spare Part. Such expenses shall include, but not be limited to, the procurement and delivery of liquid oxygen and any and all other maintenance expenses associated with the inability to utilize the Spare Part.
7. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
8. This Agreement contains the entire agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

CITY OF HOLLYWOOD, FLORIDA

By: _____
Mayor, City of Hollywood, Florida

APPROVED AS TO FORM:

City Attorney
City of Hollywood, Florida

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager, City of Springfield, Missouri

APPROVED AS TO FORM:

Assistant City Attorney
City of Springfield, Missouri