

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** November 24, 2014

FROM: Jeffrey P. Sheffel, City Attorney

SUBJECT: Proposed Agreement with City of Springfield, Missouri for Immediate Conveyance of Spare Superheater to Hollywood

I have reviewed the above-captioned agreement for form and legality, and the general business terms and other significant provisions are as follows:

- 1) Department/Office involved – Public Utilities
- 2) Type of Agreement –Memorandum of Understanding
- 3) Method of Procurement (RFP, bid, etc.) – “Emergency” exemption
- 4) Term of Contract
 - a) initial – Springfield will perform as expeditiously as possible.
 - b) renewals (if any) –
 - c) who exercises option to renew –
- 5) Contract Amount – City will have a new superheater fabricated and delivered to Springfield.
- 6) Termination rights – For cause only.
- 7) Indemnity/Insurance Requirements – None.
- 8) Scope of Services – Springfield will convey and deliver its spare superheater to Hollywood. Hollywood will have a new superheater fabricated and delivered to Springfield.
- 9) City’s prior experience with Vendor – None.
- 10) Other significant provisions – If the superheater currently being used by Springfield fails before the new superheater is delivered, Hollywood will pay the resulting costs incurred by Springfield, including the cost of liquid oxygen.

Any litigation arising out of the MOU must be filed in Missouri.

cc: Wazir Ishmael, Interim City Manager