

**MEMORANDUM OF AGREEMENT**  
**Between the**  
**LOUISIANA DEPARTMENT OF TRANSPORTATION**  
**And**  
**THE CITY OF WEST MONROE**  
**For the**  
**Temporary Right-of-Way Access for Removal of Debris**

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This Memorandum of Agreement (“MOA”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ (“Effective Date”), by and between the Louisiana Department of Transportation (“DOTD”) and the City of West Monroe (“Entity”), for the purpose of memorializing their understanding and respective duties and responsibilities for the removal of certain storm debris from within the limits of the City of West Monroe. DOTD and Entity may hereinafter be referred to as “Party” individually, and “Parties” collectively.

**RECITALS**

**WHEREAS**, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that “[f]or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual”; and

**WHEREAS**, the passage of a hurricane or other major debris generating event may cause substantial damage to infrastructure, including transportation, power transmission, utility, and communication facilities, as well as dwellings and other structures; and

**WHEREAS**, the Governor of Louisiana is empowered to issue an executive order proclaiming a state of disaster or emergency pursuant to the Louisiana Homeland Security and Emergency Assistance and Disaster Act, La. R.S. 29:721 *et seq.* (“Executive Order”); and

**WHEREAS**, the President of the United States is empowered by the Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 *et seq.* to issue a Major Disaster Declaration in the event a major disaster impacts the State of Louisiana; and

**WHEREAS**, Both DOTD and Entity are obligated to participate in debris removal operations following a Proclamation; and

**WHEREAS**, In the event an Executive Order is issued for a debris causing event impacting it and following DOTD’s initial debris removal operations, Entity intends to coordinate with DOTD to undertake the removal of remaining storm debris from and adjacent to DOTD routes and Rights-of-Way within its corporate limits and to seek FEMA reimbursement for the same; and

**WHEREAS**, the Parties agree to cooperate for the public purposes set forth herein; and

**NOW, THEREFORE**, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows

**ARTICLE I**  
**SCOPE AND PURPOSE**

- 1.1 The entirety of the recitals set forth above, as well as any attachments, are incorporated herein and expressly made a part of this MOA.
- 1.2 The purpose of this MOA is to delineate the respective responsibilities of the Parties with regard to access to certain highway rights-of-way for the removal of storm-generated debris in the event an Executive Order is issued following a disaster or emergency impacting Entity with the intention of seeking FEMA reimbursement for the debris removal.
- 1.3 The right of access granted herein shall be limited to removal operations for debris in accordance with FEMA guidance pertaining to the Executive Order.

**ARTICLE II**  
**RESPONSIBILITIES OF THE PARTIES**

**2.1 Responsibilities of DOTD**

- 2.1.1 When an Executive Order is issued and a debris-generating event occurs, DOTD shall conduct its debris removal operations within the state highway rights-of-way (“ROW”) in accordance with state and federal law and DOTD policy.
- 2.1.2 DOTD may provide Entity with written notice upon the conclusion of DOTD’s debris removal operations of the formal transfer of duties and obligations from DOTD to Entity to conduct any further debris removal as is necessary.
- 2.1.3 Concurrently with the issuance of the written notice provided for in Paragraphs 2.1.2 and 3.2 of this MOA, DOTD shall grant Entity access to and use of the ROW located within Entity’s geographical boundaries, unless otherwise specified in writing, to conduct additional debris removal related to a debris-generating event referenced in the Executive Order for a period of 90 days.
- 2.1.4 DOTD will cooperate with Entity as necessary to maintain the efficient use of the ROWs throughout the 90-day access period granted pursuant to this MOA.
- 2.1.5 DOTD shall have sole discretion and authority to limit use of any ROW at any point throughout the duration of this MOA should DOTD deem necessary and proper under the circumstances. In the event of such limitation of use, and to the extent practicable, DOTD shall provide Entity with advance notice of an impending closure.
- 2.1.6 DOTD shall not be responsible to provide funding for any costs associated with the debris removal operations contemplated under this MOA.
- 2.1.7 DOTD shall not claim reimbursement from FEMA or any other funding source for debris removal operations performed by Entity.

## **2.2 Responsibilities of Entity**

- 2.2.1** Entity will cooperate with DOTD as necessary to ensure the most efficient use of the ROW, pursuant to the terms of this MOA.
- 2.2.2** Entity will be responsible for designating which employees, agents, or contractors, if any, shall have use of the ROW for Entity's debris removal purposes in the event access is granted pursuant to Paragraphs 2.1.3 and 3.2 of this MOA, and to establish the extent to which said designees shall have use of the ROW.
- 2.2.3** When not actively being utilized in debris removal operations, Entity will be responsible for ensuring no vehicles, equipment and/or materials shall be parked, stored or stock piled by Entity or its designees on any highway, median, or in an area extending from the outer edge of the shoulder of the highway on one side to the outer edge of the shoulder of the highway on the opposite side or in the median of any divided highway..
- 2.2.4** Entity will be responsible for ensuring that signing for warning and protection of traffic in instances where workmen, equipment or materials are in close proximity to the roadway surfacing, shall be in accordance with applicable DOTD and FEMA manuals, policies, and procedures.
- 2.2.5** Entity will be responsible for ensuring the cutting and trimming of any trees, shrubs, etc. necessary in the course of debris removal operations shall be in accordance with applicable DOTD manuals, policies, and procedures.
- 2.2.6** Entity will provide to DOTD a list of the employees, agents, or contractors, if any, Entity designates to remove debris in the ROW on its behalf. Entity will keep such list current throughout the duration of this MOA.
- 2.2.7** Entity will be responsible for all costs associated with its debris removal operations as contemplated under this MOA. The Parties understand and agree that Entity intends to seek FEMA reimbursement for debris removal operations, as contemplated herein; however, Entity will not seek reimbursement of any portion of such costs from DOTD.
- 2.2.8** Entity will be responsible for ensuring its designees comply with the terms of this MOA while using the ROW for debris removal purposes. Entity shall be responsible for ensuring it and its designees remove/collect and dispose of debris in accordance with all applicable state and federal law.

## **ARTICLE III**

### **TERM & CONDITIONAL ACCESS TO RIGHT-OF-WAY**

- 3.1** This MOA shall commence on the Effective Date first written above, and shall remain in effect for a period of \_\_\_ ( ) years, unless terminated earlier in accordance with the provisions this Agreement, and may be renewed for an indefinite number of terms by further written agreement of the parties.

- 3.2 DOTD's obligation to grant Entity access to its ROW for a 90-day period pursuant Article 2.1 herein is conditioned on and shall only commence upon notice by DOTD that it has concluded its initial debris removal operations following the issuance of an Executive Order and has formally notified Entity of the transfer of the obligation to perform further debris removal in relation to the debris generating event specified in the Executive Order. This 90-day access period may be extended by the written agreement of the parties. All other obligations of the parties shall commence on the Effective Date.

#### ARTICLE IV TERMINATION

- 4.1 **Termination for Cause.** Either Party may terminate this Agreement for cause based upon the failure of the other Party to comply with the terms and/or conditions of the Agreement; provided that the Party wishing to terminate shall give the other Party written notice specifying the other Party's failure. If within 30 days after receipt of such notice, the other Party shall not have either corrected such failure or, in the case which cannot be corrected in 30 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Party wishing to terminate the Agreement may, at its option, place the other Party in default and the Agreement shall terminate on the date specified in such notice.
- 4.2 **Termination for Non-availability of Funds.** The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### ARTICLE V RECORD KEEPING

- 5.1 Unless otherwise specified in this Agreement, all work product, such as records, reports, documents and other materials delivered or transmitted to the Entity shall remain the property of DOTD and shall be returned by the Entity to DOTD at the termination or expiration of this Agreement, upon written request.
- 5.2 The parties shall maintain all books and records pertaining to this Agreement for a period of 3 years from the date of termination of this Agreement, provided, however, that prior to disposal of any information, the Entity shall obtain the written approval of DOTD.
- 5.3 It is hereby agreed that the Legislative Auditor of the State of Louisiana, the Office of the Governor, Division of Administration's auditors, DOTD's auditors, and the Entity's auditors shall have the authority to audit all records and accounts which relate to this Agreement.

**ARTICLE VI**  
**AMENDMENTS / MODIFICATIONS**

This MOA may be amended or modified at any time by mutual consent of the Parties, provided that any modification, amendment, alteration, variation, or waiver of provisions of this MOA shall be valid only when it has been reduced to writing and executed by both Parties.

**ARTICLE VII**  
**ASSIGNMENTS**

No Party may assign any interest in this MOA by assignment, transfer, or novation, without prior written consent of the other Party.

**ARTICLE VIII**  
**INDEMNIFICATION / THIRD PARTIES**

- 8.1** Entity shall indemnify and save harmless DOTD against any and all claims, losses, liabilities, demands, suits, causes of action (e.g., *ex contractu*, *ex delictu*, quasi-contractual, statutory), damages, attorney fees, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of its own or of its designees, agents, assignees, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this MOA, or with any use of any state-owned right-of-way by its designees, agents, assignees, servants, independent contractors, or employees, or otherwise in connection with the debris operations performed by any of the above-enumerated parties, as contemplated hereunder, including, but not limited to, any omissions, defects or deficiencies, disruptions, inefficiencies or nonpayment of any cost incurred, or any other claim of whatever nature or kind arising from, out of, or in any way connected with, the performance of any obligation undertaken pursuant to this MOA, to the fullest extent permitted by law.
- 8.2** Nothing herein is intended, nor shall be deemed, to create a third party beneficiary to or for any obligation by any Party hereto, or to authorize any third person to have any action against any Party arising out of this MOA.
- 8.3** Nothing herein is intended, nor shall be deemed, to alter possession or ownership of, or responsibility for, any property owned by either Party.

**ARTICLE IX**  
**DISCRIMINATION CLAUSE**

- 9.1** The Parties shall abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination

Act of 1974; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

- 9.2** The Parties shall not discriminate in any employment practices, and shall conduct their respective obligations under this MOA without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation or disability.
- 9.3** Any act of discrimination committed by any Party hereto, or any failure to comply with these statutory obligations when applicable, shall be grounds for termination of this MOA.

**ARTICLE X**  
**SEVERABILITY**

Should any term, covenant, condition, or provision of this MOA or the application thereof to any person or circumstance shall, at any time or to any extent, be found invalid or unenforceable, the remainder of this MOA or the application of such terms, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this MOA shall be valid and enforced to the fullest extent permitted by law.

**ARTICLE XI**  
**LEGAL COMPLIANCE**

The Parties shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

**ARTICLE XII**  
**CONTROLLING LAW AND VENUE**

- 12.1** The validity, interpretation, and performance of this MOA shall be controlled by and construed in accordance with the laws of the State of Louisiana.
- 12.2** The exclusive venue for any suits arising out of this MOA shall be in the Nineteenth Judicial District Court for the Entity of East Baton Rouge, Louisiana.

**ARTICLE XIII**  
**PROVISION OF LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this MOA shall be deemed to be inserted herein, and this agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the MOA shall forthwith be amended to make such insertion or correction.

**ARTICLE XIV**  
**NOTICES**

All notices and other communications pertaining to this MOA shall be made to the following Party representatives:

**DOTD:**

M. Todd Donmyer  
Asst. Secretary, Operations  
1201 Capitol Access Rd.  
Baton Rouge, La. 70802-4438  
Office: 225-379-1200

**Entity:**

Staci Albritton Mitchell  
Mayor, City of West Monroe  
2305 North 7<sup>th</sup> Street  
West Monroe, LA 71291  
Office: 318-396-2600

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of this \_\_\_\_ day of \_\_\_\_\_, 2026.

**WITNESSES:**

**THE CITY OF WEST MONROE**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Staci Albritton Mitchell, Mayor**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WITNESSES:**

**STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT**

\_\_\_\_\_

**By:** \_\_\_\_\_  
**Secretary / Designee**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**RECOMMENDED FOR APPROVAL**

**By:** \_\_\_\_\_  
**Executive Counsel**