



CITY OF SHREVEPORT

P.O. BOX 31109 SHREVEPORT, LA 71130 • 505 TRAVIS STREET SHREVEPORT, LA 71101
Website: www.shreveportla.gov

MEMORANDUM OF UNDERSTANDING (MOU)
between the
CITY OF SHREVEPORT (COS)
and the
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT (DOTD)
regarding
WINTER WEATHER

The purpose of this MOU is to define the cooperative roles and responsibilities of the COS and DOTD and in the case of winter weather where DOTD needs assistance in salting bridges on state highways, hereinafter referred to as “the winter weather”. Be it understood by the parties that:

1. COS shall incur no cost, obligation, or liability in connection with the winter weather or as a result of this MOU, exclusive of costs associated with COS personnel and equipment utilized with the winter weather.
2. DOTD shall notify the COS of its intent to request assistance not less than 24 hours prior to an anticipated winter weather event.
3. COS shall provide up to 2 trucks with salt spreaders attached along with personnel to operate the trucks. DOTD shall provide the salt and resources for loading the salt. DOTD shall also direct the use of the trucks during the winter weather.
4. The employees of the COS shall remain employees of the COS. DOTD employees shall remain employees of DOTD. Each party shall supervise and compensate their employees for work performed pursuant to this agreement. This agreement shall not result in the creation of joint employment.
5. Either party may terminate the MOU at any time by giving thirty (30) days written notice or by written mutual agreement of termination by COS and DOTD.
6. This MOU may be amended at any time by a written agreement that shall be executed by both of the parties.
7. DOTD agrees that it shall indemnify and hold harmless COS and provide a defense for the City, their officials, officers and employees, against any and all claims, demands, suits, actions (ex contractu, ex delictu, quasi-contractual, statutory or otherwise) judgements of sums of money, attorney’s fees and court costs to any party or third person including, but not limited to, amounts for loss of life or injury or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of DOTD or any of the above, growing out of, resulting from, or by reason of, any act or omission of DOTD, its employees, servants, contractors, or any person engaged upon or in connection with any services arising from, or in any way connected with the Project, to the extent permitted by law.
8. COS agrees that it shall indemnify and hold harmless DOTD and provide a defense for the State, DOTD, their officials, officers and employees, against any and all claims, demands, suits, actions (ex contractu, ex delictu, quasi-contractual, statutory or otherwise) judgements of sums of

money, attorney's fees and court costs to any party or third person including, but not limited to, amounts for loss of life or injury or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of COS or any of the above, growing out of, resulting from, or by reason of, any act or omission of COS, its employees, servants, contractors, or any person engaged upon or in connection with any services arising from, or in any way connected with the Project, to the extent permitted by law.

9. The indemnification obligations set forth herein shall survive the termination or expiration of this agreement.
10. Nothing herein is intended, nor shall be deemed to create, a third party beneficiary to or for any obligation by COS or DOTD herein or to authorize any third person to have any action against COS or DOTD arising out of this MOU.
11. This MOU shall become effective from the date of its execution by COS, and shall remain in effect until the Interstate 20 project has been "accepted" as defined in the specifications of the Project, unless terminated earlier as provided in # 5 hereinabove.

WITNESSES

CITY OF SHREVEPORT

X

PRINTED NAME:
DATE:

X

TOM ARCENEUX, MAYOR
DATE:

X

PRINTED NAME:
DATE:

WITNESSES

STATE OF LOUISIANA DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT

X

PRINTED NAME:
DATE:

X

DAVID NORTH
DISTRICT 04 DISTRICT ADMINISTRATOR

DATE: _____

X

PRINTED NAME:
DATE: