



ALABAMA
DEPARTMENT OF TRANSPORTATION
 CONSTRUCTION BUREAU
 1409 COLISEUM BOULEVARD
 MONTGOMERY, ALABAMA 36110
 PHONE (334) 242-6208



Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION DIRECTOR

July 16, 2019

Construction Information Memorandum No. 3 - 2019

TO: Region Engineers

ATTN: Region Pre-Construction & Area Operations, Construction, and Local Transportation Engineers

FROM: Winston J. Powe, P.E. *WJP*
State Construction Engineer

RE: Use of ALEA Troopers and Uniformed Police Officers in Construction Work Zones

As you are aware, an agreement has existed for many years between ALDOT and the Alabama Law Enforcement Agency (ALEA) allowing the Areas to request the assistance of State Troopers in construction work zones. Specifically, the agreement (copy attached) states that Troopers are "...to monitor and control traffic through the construction zone, to enforce the traffic laws and criminal laws of this State, to assist disabled motorists, and to provide other services and assistance as necessary". The Agreement also states that Troopers will "...provide law enforcement services as requested by DOT".

The purpose of this CIM is to remind you of several key points regarding the use of law enforcement officers in construction work zones:

- 1) The Areas have the authority to direct a Trooper to position his vehicle at the beginning of a work zone to act as a law enforcement presence for slowing traffic or to patrol the project issuing speeding tickets to motorists as needed. It is our understanding that most Areas prefer a mixture of these duties. This topic of expected Trooper activity will be discussed in the near future with the appropriate personnel at ALEA.
- 2) When Troopers are not available and law enforcement assistance is needed on an active project, the Area has the authority under GFO 4-3 to add pay item 745-A, Uniformed Police Officer, to the contract for payment of an off-duty officer on a per hour basis. Prior to letting, if the Area anticipates that Troopers may not be available for a particular project, consideration should be given to adding pay item 745-A to the proposal.
- 3) For projects on local roadways, pay item 745-A continues to be the best mechanism for utilizing law enforcement in these work zones.

Please ensure that your Area contract administration personnel and Project Managers are familiar with this CIM.

WJP/JLB/jlb

Attachments

pc:	Mr. George Conner, PE	Mr. Don Arkle, PE	Mr. William Adams, PE
	Mr. Steve Walker, PE	Mr. Stacey Glass, PE	Mr. Ed Phillips, PE
	Mr. Clay McBrien, PE	FHWA	ALEA
	ARBA	AAPA	ALBCA
	ACIA	ACEA	CIM File



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Kay Ivey
Governor


John R. Cooper
Transportation Director

September 17, 2020

MEMORANDUM

TO: Region Engineers

ATTN: Area Operations, Construction, Local Transportation, and Maintenance Engineers

FROM: Jeff Benefield, P.E. 
Acting State Construction Engineer

RE: ALDOT/ALEA Memorandum of Agreement
Effective October 1, 2020 to September 30, 2022

Attached is a copy of the Memorandum of Agreement between the Department of Transportation and the Alabama Law Enforcement Agency for the period from October 1, 2020 to September 30, 2022. This agreement provides the Department with the ability to utilize ALEA Troopers for assistance in construction and maintenance work zones.

There have been several revisions to this agreement, most of which were minor for clarification or improvement of the agreement language and for continuity of terms. We call your attention to the significant change in Paragraph 1 which allows the Department official making a request for assistance to specify the activity to be conducted by the Trooper, i.e., vehicle sitting stationary at one location in the work zone, making enforcement stops for speeding or other violations, or both.

If you have any questions, please contact Mr. Jason Daniels of this Bureau by email (danielsja@dot.state.al.us) or phone (334-242-6102).

JLB/GDS/DJD/djd
Attachment

pc: Mr. Hal Taylor, Secretary of ALEA
Mr. John R. Cooper
Mr. George H. Conner, P.E.
Mr. Stacey Glass, P.E.
Ms. Kelly Brendle
Mr. William F. Patty
Mr. Mark Bartlett, P.E., FHWA
File

**MEMORANDUM OF AGREEMENT
BETWEEN
ALABAMA LAW ENFORCEMENT AGENCY (ALEA)
AND
ALABAMA DEPARTMENT OF TRANSPORTATION (DOT)
FOR TRAFFIC SAFETY AT CONSTRUCTION SITES**

Whereas:

The Alabama Department of Transportation ("ALDOT"), through its construction and maintenance activities, is making improvements to the interstate highway system and state and federal highways in the State of Alabama. These improvements often cause restricted use of the roadway, creating traffic congestion and diversion of vehicular traffic. Experience has shown that many motorists fail to heed the speed limits in road construction areas, thereby endangering themselves, other motorists, and the road construction crews.

Therefore:

It has become necessary to implement an improved construction zone traffic-control system that enhances the safety and protection of both work-zone construction crews and the motoring public transiting through the construction zone.

To accomplish this goal, the Alabama Department of Transportation ("ALDOT") and the Alabama Law Enforcement Agency ("ALEA") hereby agree to implement on a continuing basis a construction zone traffic-control system that will utilize ALEA's law enforcement personnel and equipment to monitor and control traffic through the construction zone, enforce the traffic laws and criminal laws of Alabama, assist disabled motorists, and provide other services and assistance as necessary. Assignments worked under this Agreement will be known as Construction Zone Enforcement Project ("CZEP") shifts.

Now therefore:

1. When ALDOT officials determine it appropriate to do so, ALDOT will request, in writing, that ALEA station uniformed Troopers in marked ALEA police vehicles at or near roadway construction sites at specified dates and times. ALDOT will send this request via e-mail to the appropriate post commander at least one (1) week prior to the date of the requested enforcement and shall include an estimated completion date for the project with the request. If the ALDOT official has a preference, the request should include a description of the activity the Trooper(s) should conduct during the CZEP shift (Trooper vehicle sitting stationary at one location on the roadway, Trooper conducting traffic stops, or both). ALEA Troopers will not work CZEP shifts beyond the estimated completion date without ALEA receiving a new written request from the appropriate ALDOT official.
2. ALEA will provide law enforcement services as ALDOT requests, subject to ALEA's approval and staffing requirements. ALEA Troopers provided for CZEP shifts shall be trained in enforcement of work-zone-related transportation management and traffic control appropriate to the job decisions they are required to make in accordance with 23 C.F.R. 630(j). ALDOT is solely responsible for providing compensation to ALEA employees participating in the ALDOT/ALEA construction zone traffic enforcement program and shall make compensation in accordance with State of Alabama payroll procedures.

Ordinarily, ALEA Trooper-rank arresting officers will perform the overtime program; however, supervisory personnel may be utilized when necessary or when staffing requirements necessitate additional personnel. Requested shifts will not exceed 12 hours. Unless otherwise specified, ALDOT shall compensate all ALEA Troopers at their regular hourly rate (straight time) for work until they have physically worked 40 hours in a 7-day work week and shall compensate Troopers for all hours worked in excess (overtime) of 40 hours at one and one-half (1 ½) times their hourly rate for hours worked under this Agreement. This compensation will also include the fringe benefits, retirement, and Medicare as applicable, paid by ALEA as a result of the overtime. Additionally, subsistence payments of \$12.00 per day, as required by Alabama law, will be reimbursed when a Trooper works 4 hours or more construction zone enforcement overtime on a regularly-scheduled off day.

3. ALEA will schedule Troopers to patrol at mutually-agreed times and locations. Troopers assigned CZEP shifts will be responsible for coordinating all necessary emergency services and patrol activities under the direct supervision and control of the ALEA post commander where the construction site is located.
4. The ALDOT Area Operations Engineer's representative will coordinate CZEP shifts in conjunction with the ALEA post commander, subject to the conditions stated in this Agreement.
5. ALEA agrees to permit ALDOT or its designee to audit and inspect any records pertaining to services provided under this Agreement.
6. During the period of CZEP shifts, the ALEA arresting officer shall be considered on special detail assignment. The ALEA arresting officer assigned to this detail shall remain at all times an ALEA arresting officer and shall be subject to all rules, regulations, policies, and procedures incumbent of an ALEA arresting officer.
7. Incidents investigated by Troopers will be conducted in accordance with standard ALEA reporting and operational procedures.
8. ALEA staffing needs will take precedence over construction zone traffic patrol. In the event an assigned Trooper must leave the construction zone for an emergency, an ALEA representative will notify the designated ALDOT representative.
9. Court appearances and time spent in court as a result of traffic or criminal arrests or traffic accident investigations will be the responsibility of ALEA and will not be reimbursed by ALDOT.
10. ALDOT will reimburse vehicle mileage and maintenance costs at a flat rate of \$9.00/hour (or portion thereof). ALDOT will make payment to the ALEA vehicle replacement fund unless the Secretary of ALEA deems it necessary for ALDOT to make reimbursement to fleet operations.
11. ALDOT will compensate ALEA a standard administrative cost of 5% of the total personnel costs submitted to ALDOT during the overtime period 28-day cycle. The 5% administrative costs are intended to defray the supervisory and management personnel overtime required to accurately and closely manage this program. This 5% administrative cost is in addition to the agreed overtime compensation specified in paragraph 2 and the vehicle mileage and maintenance costs specified in paragraph 10.
12. Each ALEA Trooper will be afforded up to 30 minutes' travel time before the CZEP shift and an additional 30 minutes' travel time upon completing the CZEP shift. Travel time will be compensated at the

agreed pay rate as stated in paragraph 2 of this Agreement. No ALEA Trooper will work any construction site more than 50 miles away from the Trooper's official base, except under extenuating circumstances as needed due to ALEA staffing shortages, in which case ALDOT will reimburse ALEA per diem expenses paid as required by law.

13. Any CZEP shift will be for a period of not less than four (4) hours per day.
14. Payment claim forms will be submitted on ALEA-supplied forms and reports to the ALEA accounting section. At the end of the overtime period 28-day cycle, the ALEA Financial Services Unit, Grants Accounting Section, will request that ALDOT make an electronic transfer of funds to ALEA to pay overtime salaries and vehicle costs.
15. ALEA agrees to provide monthly reports to ALDOT summarizing workzone patrol activities, the reporting criteria and format to be mutually agreed upon by the parties. Reports will be provided to the ALDOT Area Operations Engineer's representative.
16. All ALEA arresting officers are subject to ALEA supervision while participating in this program; therefore, any claims or lawsuits arising out of any act or omission of an ALEA employee as a direct and proximate cause of employment in the ALDOT/ALEA construction overtime program will be the sole responsibility of ALEA. ALEA agrees to represent and defend any ALEA employee named as a defendant in any lawsuit or other litigation arising from such overtime program.
17. Current ALEA manpower shortages make it practically impossible to provide enforcement services in ALDOT construction zones on a routine basis without the provisions set forth in this Agreement; therefore, it is encouraged that all local ALDOT Region Engineers utilize the provisions of this Agreement to supplement the need for enforcement services in ALDOT projects where major disruption of the normal flow of traffic is anticipated.
18. All ALEA personnel provided under this agreement shall comply with all applicable state and federal laws and regulations.
19. For any and all other disputes arising under the terms of this Agreement which negotiation does not resolve, the parties agree to utilize appropriate forms of non-binding, alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, and shall utilize, where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.
20. ALEA and ALDOT will continue to operate under this Agreement on a month-to-month basis until September 30, 2022, or until one or both parties terminate the Agreement by providing 30 days' written notice. The maximum amount payable for services rendered between October 1, 2020, and September 30, 2022, is \$10,000,000.

Done this 17th of September, 2020.

APPROVED AS TO FORM:



Chief Counsel
Alabama Department of Transportation



Legal Counsel
Alabama Law Enforcement Agency

ALABAMA DEPARTMENT OF TRANSPORTATION



John R. Cooper, Director

ALABAMA LAW ENFORCEMENT AGENCY



Hal Taylor, Secretary