

**ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR INSTALLATION AND MAINTENANCE
OF PUBLIC SAFETY SENSORS ON HIGHWAY RIGHTS-OF-WAY**

County _____

Route Number(s) _____

Milepost(s) _____

Associated Permits and/or Documents _____

<p><i>FOR OFFICIAL USE ONLY</i></p> <p>DATE RECEIVED FROM APPLICANT: ___/___/___</p> <p>PERMIT NUMBER: _____</p>
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THIS AGREEMENT is entered into this the ____ day of _____, 20 ____, by and between the Alabama Department of Transportation acting by and through its Transportation Director, hereinafter referred to as ALDOT, and _____, hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have facilities for the following purpose(s) accommodated on public highway rights-of-way in _____ County, Alabama:

<input type="checkbox"/> Permanent	<input type="checkbox"/> License Plate Recognition	<input type="checkbox"/> Gunshot Detection	<input type="checkbox"/> Public Surveillance
<input type="checkbox"/> Portable	<input type="checkbox"/> Speed Detection	<input type="checkbox"/> Other: _____	

and consisting approximately of the following: _____

_____ ; and

WHEREAS, ALDOT hereby grants to the APPLICANT permission to locate its facilities on the public rights-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities, permanent or portable, on public rights-of-way in accordance with their submitted plans and specifications as approved by ALDOT so as not to interfere with the maintenance of the highway, which plans are made a part hereof by reference. Any variation from the approved plans will require prior approval from ALDOT.

2. In the installation of permanent facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in ALDOT and is hereby made a part of this Agreement by reference.

3. In the location of portable facilities within public rights-of-way, the APPLICANT will account for applicable road safety provisions, including but not limited to appropriate sight distance (for visibility), clear zone restrictions, and lack of impact to maintenance activities. In no case will a portable facility be located immediately adjacent to a traveled way, within the limits of a safety shoulder, or within the median of any divided highway. All such facilities should remain in a single location for a period no greater than thirty (30) days in duration, and all locations must fall within the jurisdictional boundaries governed by the APPLICANT.

4. The APPLICANT or its third-party vendor agrees that license-plate technology must only be used for traffic monitoring or other criminal justice purposes as defined by the Alabama Justice Information Commission (AJIC) Admin. Code Ch. 265-X-6, et seq., and will not in any way be used for non-criminal justice-related purposes.

5. The APPLICANT or its third-party vendor must abide by rules governing the use of license-plate reading technology or other technologies as defined by AJIC. Each third-party vendor must obtain and provide to the APPLICANT a Criminal Justice Information Services (CJIS) Vendor Verification Permit (LPR) document from the Alabama Law Enforcement Agency (ALEA) to confirm compliance with AJIC Admin. Code Ch. 265-X-6-.08(2)(a), and a copy of said Vendor Verification Permit must be supplied by the APPLICANT on behalf of its third-party vendor as a part of this application.

6. The APPLICANT and/or its vendors must meet data collection and transmission standards established by AJIC Admin. Code Ch. 265-X-6, et seq., to connect its license-plate technology or any other technologies through the State Message Switch for access to the NLETS national criminal justice network. (APPLICANT ORI: _____)

7. The APPLICANT stipulates that the specific use of license plate reader facilities located upon public rights-of-way is for the monitoring and location of vehicles for law enforcement purposes using license-plate readers and any associated processing software. The APPLICANT further stipulates that the data collected by these facilities will be restricted solely to the use and function defined by involved law enforcement agencies and will not in any way be used for non-law enforcement and/or non-criminal justice related purposes. ALDOT reserves the right to seek access to sensors and/or data streams located upon public rights-of-way that could aid in the accomplishment of ALDOT law enforcement and/or public safety operations.

8. The Federal Manual on Uniform Traffic Control Devices, ALDOT approved edition, is hereby made a part of this Agreement by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in ALDOT at the execution of this Agreement. Any use of law enforcement as part of traffic control will conform to the provisions of Section 745 of the ALDOT Standard Specifications for Highway Construction.

9. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this Agreement by reference.

10. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of storm-water construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

11. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it will be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

12. Underground Damage Prevention Legislation, Ala. Code § 37-15-1 et seq. (1975), is hereby made a part of this Agreement by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work will begin until a copy of such ticket is obtained, and the APPLICANT must keep a copy of such ticket at the site of work.

13. This Agreement is valid for the contract period, which is defined as a period covering three (3) years from the approved date of the Agreement. Failure to renew an Agreement prior to a lapse of the contract period will make the Agreement invalid and its associated facilities unlawfully located on public rights-of-way.

14. The construction period for this Agreement is defined as one year from the original approval date for the defined permanent facilities, a period within which all proposed work as described and submitted in the permitting documents must be completed, plus at least one year from ALDOT acceptance of proposed work. Acceptance of work is required for the Agreement to remain valid.

15. The APPLICANT will notify ALDOT immediately of any substantive change, relocation, or abandonment of permanent facilities and initiate a new Agreement if said change involves any addition to the facilities beyond the scope defined under the original Agreement or the relocation of facilities.

16. If the APPLICANT chooses to move or remove any portion of the defined permanent facilities within or from the public rights-of way, the APPLICANT forfeits the inclusion of said portion as part of this Agreement. The reestablishment of facilities at previously forfeited locations will require a new Agreement.

17. Any change in ownership or stewardship of the defined facilities, including a change of third-party vendor by the APPLICANT, will require the establishment of a new Agreement with ALDOT to include new owner or steward of said facility and the data collected thereby.

18. The APPLICANT will perform or cause to be performed the work applied for in this Agreement contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

19. The APPLICANT will have a copy of this Agreement on the project site at all times while work is being performed.

20. Once work is begun, the APPLICANT must pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one-year period, they must submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

21. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this Agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this Agreement creates an agency relationship between the parties.

_____ If the applicant is an incorporated municipality:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

_____ If the applicant is county government:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

_____ If the applicant is a state governmental agency or institution:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of the ALDOT thereto.

22. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities, or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.

23. ALDOT in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.

24. Nothing contained in this Agreement, nor the issuance or receipt thereof, will be construed to alter or affect the title of ALDOT to the public rights-of-way nor to increase, decrease, or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation, or maintenance of its facilities on the public rights-of-way.

25. If at any time it is determined by ALDOT that any or all of the APPLICANT's facilities covered by this Agreement need to be relocated, repaired, or removed within or from ALDOT rights-of-way, the APPLICANT will accomplish such relocation, repair, or removal at sole expense of the APPLICANT within thirty (30) days from the date of written notice therefor from ALDOT, and the APPLICANT hereby waives any claim to any payment for cost and expense incurred therefor.

26. In the event the APPLICANT fails to commence the relocation, repair, or removal of its facilities within or from ALDOT rights-of-way within thirty (30) days from the date of written notice from ALDOT to the APPLICANT seeking any such relocation, repair, or removal,

ALDOT may, at the discretion of the Transportation Director, cause the relocation, repair, or removal to be accomplished in a manner acceptable to ALDOT and the APPLICANT will promptly reimburse ALDOT for any and all sums actually expended for and in any way connected with such relocation, repair, or removal by ALDOT. The APPLICANT does hereby release ALDOT, its officers, officials, employees, and agents from any and all loss, claims, and liability arising or resulting to the APPLICANT from the acts by ALDOT above stated.

27. Notwithstanding the foregoing, any repair deemed to be an emergency by ALDOT must be addressed immediately upon notification or said repair may be done at the APPLICANT's expense and the APPLICANT agrees to pay ALDOT all such costs as a result.

28. Failure by the APPLICANT or its third-party vendor to conform to the provisions set out in this Agreement will be cause to revoke this Agreement, making the defined facilities unlawful, and said facilities will be removed in accordance with the appropriate provisions detailed in this agreement.

29. Device information recorded as part of this application—namely: the APPLICANT, an APPLICANT contact, the county, the state route, location along said route, and a brief description of the device(s) to be installed—will be posted by ALDOT as one or more entries in a list made available for public viewing on the ALDOT website during application review and for a minimum of ninety (90) days after approval or denial of a proposed device location.

30. The decision of said Alabama Department of Transportation Director upon any question connected with the issuance, revocation, and/or execution of said Agreement, or any failure or delay in the prosecution of the work by said APPLICANT will be final and conclusive.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the ____ day of _____, 20 ____.

WITNESS:

Legal Name of Applicant

By: _____
Authorized Signature and Title for Applicant

Typed or Printed Name of Signee

Address Line 1

Address Line 2

Telephone Number

Contact Email Address

FOR OFFICIAL USE ONLY

RECOMMENDED FOR APPROVAL:

DISTRICT: _____
Printed Name Signature Date

AREA: _____
Printed Name Signature Date

REGION: _____
Printed Name Signature Date

APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION
DIRECTOR

(PLEASE CHECK APPROPRIATE BOX)

- CENTRAL OFFICE
- REGION
- AREA
- DISTRICT

By: _____
Printed Name Signature Date