



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



ALABAMA
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Kay Ivey
Governor


John R. Cooper
Transportation Director

September 30, 2022

MEMORANDUM

TO: Region Engineers

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

FROM: Tracy A. Hamil, P.E. 
On behalf of the State Construction Engineer

RE: ALDOT/ALEA Memorandum of Agreement for the period from October 1, 2022 to September 30, 2024

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, 2022 to September 30, 2024. This agreement covers the cost for assistance in work zones that will be provided by ALEA at the request of the Department.

If you should have any questions regarding this agreement, please contact Mr. Dudley Smith either by email (smithge@dot.state.al.us) or phone (334-242-6116).

TAH/GDS/gds
Attachments

pc: Mr. Hal Taylor, Secretary of ALEA
Mr. John R. Cooper
Mr. George H. Conner, P.E.
Mr. Stacey Glass, P.E.
Ms. Jeff Hornsby
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 (DOT) through its construction and maintenance activities is making improvements to the interstate highway system and state and federal highways in the state of Alabama. Many times these improvements 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 (DOT) and the Alabama Law Enforcement Agency (ALEA) hereby agree to implement on a continuing basis a construction zone traffic control system that will utilize the law enforcement personnel and equipment of ALEA 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. Assignments worked under this agreement will be known as Construction Zone Enforcement Project (CZEP) shifts.

Now therefore:

1. When determined to be appropriate by officials of the DOT, a written request will be made to the Alabama Law Enforcement Agency that uniformed state troopers of ALEA, equipped with marked ALEA police vehicles, be stationed at or near roadway construction sites at specified dates and times. This request will be sent via email to the appropriate post commander at least one week prior to the date of the requested enforcement. Included with the request for the CZEP shift will be an estimated completion date for the project. CZEP shifts will not be worked beyond this date without a new written request from the appropriate DOT official.
2. ALEA will provide law enforcement services as requested by DOT, subject to the approval and staffing requirements of ALEA. 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 each individual is required to make in accordance with 23 CFR 630 Subpart J. DOT is solely responsible for providing compensation to ALEA employees participating in the DOT/ALEA construction zone traffic enforcement program. Such compensation shall be made in accordance with State of Alabama payroll procedures. Ordinarily, Trooper rank arresting officers of the Alabama Law Enforcement Agency 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 twelve (12) hours in length. Unless otherwise specified, all ALEA Troopers will be compensated at their regular hourly rate (straight time) for work until they have physically worked forty (40) hours in a seven day work week and for all hours worked in excess (overtime) of forty (40) hours the Trooper will be compensated 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 four hours or more construction zone enforcement overtime on a regularly scheduled off day.

3. ALEA State Troopers will be scheduled 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 DOT 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 DOT or their 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 arresting officer of ALEA 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, the designated DOT representative will be notified.

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 DOT.
10. Vehicle mileage and maintenance costs will be reimbursed by DOT at a flat rate of \$9.00 per hour (or portion thereof). Payment will be made to the ALEA vehicle replacement fund unless the director of ALEA deems it necessary for the reimbursement to be made to fleet operations.
11. DOT will compensate ALEA a standard administrative cost of 5% of the total personnel costs submitted to DOT 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 completion of the CZEP shift. Travel time will be compensated at the agreed pay rate as stated in paragraph 2 of this agreement. No State 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 staffing shortages at ALEA, in which case DOT 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

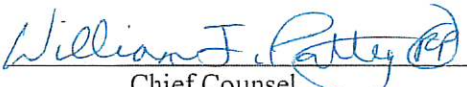
Services Unit, Grants Accounting Section, will request electronic transfer of funds from DOT to ALEA to pay overtime salaries and vehicle costs.


15. ALEA agrees to provide monthly reports to DOT summarizing workzone patrol activities. The reporting criteria and format will be mutually agreed upon by ALEA and DOT. Reports will be provided to the DOT Area Operations Engineer's representative.
16. All arresting officers of ALEA 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 DOT/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 DOT construction zones on a routine basis without the provisions set forth in this agreement; therefore, it is encouraged that all local DOT Region Engineers utilize the provisions of this agreement to supplement the need for enforcement services in DOT 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 disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office or where appropriate, private mediators.

20. ALEA and DOT will continue to operate under this agreement on a month-to-month basis until September 30, 2024 or until terminated by one or both parties with 30 days notice. The maximum amount payable for services rendered between October 1, 2022 and September 30, 2024 is \$10,000,000.

Done this 20th day of September, 2022.

APPROVED AS TO FORM:



Chief Counsel
Alabama Department of Transportation


Legal Counsel
Alabama Law Enforcement Agency

**ALABAMA DEPARTMENT OF
TRANSPORTATION**

**ALABAMA LAW
ENFORCEMENT AGENCY**


Mr. John R. Cooper
Director
Alabama Department of Transportation


Mr. Hal Taylor
Secretary of Law Enforcement
Alabama Law Enforcement Agency