PUBLIC NOTICE

RE: Permitting for Accommodation of Public Safety Sensors on ALDOT Rights-of-Way

Multiple entities, governmental and private, have approached ALDOT in recent months seeking to locate license-plate reading devices on State-maintained rights-of-way, primarily to aid in law enforcement efforts along State-maintained highways. As conversations continued, the Department was also asked about accommodating additional types of public safety sensors on rights-of-way, including but not limited to legacy surveillance cameras and gunshot detection arrays. Recognizing the law enforcement benefit of locating public safety sensors along and within State rights-of-way while at the same time acknowledging privacy concerns that exist, ALDOT desires to appropriately accommodate said sensors by establishing requirements that (1) can be reasonably and consistently applied to all entities seeking accommodation; (2) limit impacts to the safety of the traveling public; (3) preserve the primary usage for which these rights-of-way were acquired; and (4) restrict the use of the collected data to legitimate law enforcement purposes.

ALDOT will only grant permits for the accommodation of public safety sensors to incorporated municipalities, county governments, or other State agencies or institutions. Such limitation will reduce or eliminate the risk of facilities falling into disrepair or being abandoned. Similarly, the use of accommodated sensors and all collected data shall be strictly limited to law enforcement or public safety purposes, whether maintained or stored by the governmental entity or any private service provider. All applicants must provide a verifiable nine-digit Originating Agency Identification (ORI) Number for all entities involved in providing public safety sensor services to ensure compliance with federal data management regulations specifically related to law enforcement activities. Said data cannot be monetized or remonetized post-collection or used for purposes beyond the scope of the agreement(s) approved as part of the permit. ALDOT reserves the right to seek access to sensors or data streams that could aid in the accomplishment of ALDOT public safety operations.

Accommodation may be accomplished through three methods: attachment to existing structures, installation of new support structures, or placement of mobile facilities. Applying entities must submit requests to the local ALDOT District Office using Permit Form MB-13 (attached), noting the type(s) and location descriptions of the sensor(s), both fixed and mobile, that they desire to have accommodated on State rights-of-way. All complete submittals must also include (if they exist, and as required) a copy of the relevant agreement established between the governmental entity and the third-party integrator for facility erection and maintenance, a copy of the relevant agreement between the third-party integrator and any fourth party involved in the provision of hardware and/or data services, and all standard permitting requirements (bond information, appropriate checklist, site plans, and applicable specifications). All public safety sensor permit requests shall be approved by the ALDOT Central
Approved permits will be valid for a contract period of three (3) years. The applying governmental entity shall be responsible for maintaining internal record of the renewal timeline for any active permit(s) and for seeking reapplication in a timely manner to avoid any lapse in permitted accommodation.

Attachment within non-denied-access rights-of-way shall be limited to existing utility and luminaire poles. ALDOT may also choose to accommodate attachment to wooden disconnect poles located at signalized intersections. Attachment within denied-access rights-of-way (i.e. interstate highways, primarily) shall be limited to the vertical elements of overhead sign structures and the vertical elements of guide or advisory signs, well outside the limits of the traveled way. In no case shall sensors be attached to any part of regulatory or warning sign installations.

The installation of new structures for sensor accommodation shall be restricted to locations approved by ALDOT personnel, with the primary goals of monitoring a corridor of traffic rather than a specific location and limiting interference with maintenance operations and other current and future accommodated utilities. Installation of these new structures will be located outside of the established clear zone. New structures may be accommodated on denied-access rights-of-way only within the limits of an interchange. Any installed posts must stand no more than 10 feet above ground level.

Mobile facilities may be accommodated within non-denied-access rights-of-way at ALDOT discretion, provided they comply with applicable road safety provisions, including but not limited to appropriate stopping sight distance, clear zone restrictions, and lack of interference with maintenance operations. In no case shall a mobile facility be located immediately adjacent to a travelway or within the limits of a safety shoulder. All such facilities should remain in a single location for a period no greater than one (1) month in duration. The applicant should notify the local ALDOT District Office when the facilities are first placed on right-of-way and any time they are relocated.

Plans submitted as part of the permit package must include the intended location of all sensors within the right-of-way limits, with the intended orientation and field of view of all cameras or camera-type devices, and construction specifications for pole attachment or post installation. For mobile facilities, the applicant should include a map or maps showing the intended or likely sites for location on rights-of-way within their jurisdictional boundaries. Standard utility permitting requirements should also be followed for the installation and plan dimension denotation of all facilities and any additional fiber or power connection required for data and device operation. Facilities should utilize self-contained power sources, such as a solar panel, and should utilize wireless data transmission, such as cellular, when practical. Any facility located within denied-access rights-of-way must transmit wirelessly and run on self-contained power. ALDOT will post on its home webpage a list of permit applications that have been received and are being reviewed. The information posted will include the applicant, the county, the route, the location along the route, and a brief description of the installation.

Persons who wish to submit comments have until May 29, 2020, to contact ALDOT permitting personnel either by email at publicsafetysensors@dot.state.al.us or by standard mail sent to:

Alabama Department of Transportation
ATTN: Maintenance Bureau, Permits and Operations
1409 Coliseum Boulevard
Montgomery, AL 36110
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 _______________________________________

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 the following types of facilities accommodated on
public highway rights-of-way in ___________________________ County, Alabama:

☐ License Plate Reader(s)  ☐ Gunshot Detection Device(s)  ☐ Legacy Surveillance Camera(s)
☐ Other Sensor(s): ________________________________________________

and consisting approximately of the following: ________________________________

______________________________________________________________

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, fixed or mobile, 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 fixed 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
   permit by reference.
3. In the location of mobile facilities within public rights-of-way, the APPLICANT will account for applicable road safety provisions, including but not limited to appropriate stopping sight distance, clear zone restrictions, and lack of interference with maintenance activities. In no case shall a mobile facility be located immediately adjacent to a travelway or within the limits of a safety shoulder. All such facilities should remain in a single location for a period no greater than one (1) month in duration, and all locations shall fall within the jurisdictional boundaries governed by the APPLICANT.

4. The APPLICANT or its third-party agent agrees that license-plate technology shall only be used for traffic monitoring or other criminal justice purposes as approved by the Alabama Justice Information Commission and shall not in any way be used for non-criminal justice-related purposes.

5. The APPLICANT or its third-party agent shall abide by rules governing the use of license-plate reading technology or other technologies by the Alabama Justice Information Commission, if so determined as necessary by the Commission.

6. The APPLICANT and/or its agents shall meet data collection and transmission standards established by the ALEA Criminal Justice Services Division to connect its license-plate technology or any other technologies through the State Message Switch for access to the NLETS national criminal justice network. (ORI No. of data collector: __________________)

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 shall not in any way be used for non-law enforcement and/or criminal justice related purposes.

8. The national Manual on Uniform Traffic Control Devices, ALDOT approved edition, is hereby made a part of this permit 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.


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 shall 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, Alabama Act 94-487, is hereby made a part of this permit 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 shall begin until a copy of such ticket is obtained, and the APPLICANT shall keep a copy of such ticket at the site of work.

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

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

15. The APPLICANT will notify ALDOT immediately of any substantive change, relocation, or abandonment of fixed 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 fixed facilities within or from the public rights-of-way, the APPLICANT forfeits the inclusion of said portion as part of this permit. The reestablishment of facilities at previously forfeited locations will require a new agreement.

17. Any change in ownership or stewardship of the defined facilities will require the establishment of a new agreement between ALDOT and the 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 permit 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.

19. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one-year period, they shall 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.

20. 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.

21. 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.

22. 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.
23. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall 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.

24. 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 forty-five (45) 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.

25. 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

OR

in the event it is determined by ALDOT that the APPLICANT will not accomplish the relocation, repair, or removal within the time period of forty-five (45) days from commencement,

ALDOT may, at the discretion of the Transportation Director, on the happening of either event above stated, 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.

26. 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.

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

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**FOR OFFICIAL USE ONLY**

**RECOMMENDED FOR APPROVAL:**

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**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