



ALABAMA
DEPARTMENT OF TRANSPORTATION
CONSTRUCTION BUREAU
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Kay Ivey
Governor

John R. Cooper
Transportation Director

October 30, 2024

MEMORANDUM

TO: Region Engineers

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

FROM: Stacey N. Glass, P.E.
State Construction Engineer

RE: ALDOT/ALEA Memorandum of Agreement for the period from October 1, 2024 to September 30, 2026

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, 2024 to September 30, 2026. 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).

SNG/BMW/GDS/gds
Attachments

pc: Mr. Hal Taylor, Secretary of ALEA
Mr. John R. Cooper
Mr. George H. Conner, P.E.
Mr. Eric Christie, P.E.
Mr. Jeff Hornsby
Mr. William F. Patty
Mr. Mark Bartlett, P.E., FHWA
File

**MEMORANDUM OF AGREEMENT BETWEEN
THE ALABAMA LAW ENFORCEMENT AGENCY
AND
THE ALABAMA DEPARTMENT OF TRANSPORTATION
FOR
TRAFFIC SAFETY AT CONSTRUCTION SITES**

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. Many times, these improvements cause restricted use of the roadway, creating traffic congestion and diversion of vehicular traffic. Because many motorists fail to heed speed limits in road construction areas thereby endangering themselves, other motorists, and the road construction crews, 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 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.

1. When determined to be appropriate by officials of the ALDOT, a written request will be made to the Alabama Law Enforcement Agency that uniformed ALEA State Troopers, equipped with marked ALEA patrol 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. 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). CZEP shifts will not be worked beyond this date without a new written request from the appropriate ALDOT official.

2. ALEA will provide law enforcement services as requested by ALDOT, 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 Trooper is required to make in accordance with 23 CFR 630 Subpart J. ALDOT is solely responsible for providing compensation to ALEA employees participating in the ALDOT/ALEA construction zone traffic enforcement program. Such compensation shall be made in accordance with State of Alabama payroll procedures. Ordinarily, Trooper rank attesting officers of ALEA 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. No ALEA trooper assigned to a CZEP shift may leave the construction shift until advised by the ALDOT Project Manager to do so. 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 (1½) 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 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 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 ALDOT representative will be notified.

9. Court appearances and time spent in court because of traffic or criminal arrests, or traffic accident investigations will be the responsibility of ALEA and will not be reimbursed by ALDOT.
10. Vehicle mileage and maintenance costs will be reimbursed by ALDOT 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. 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-minute travel time upon completion of the 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 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 electronic transfer of funds from ALDOT to ALEA to pay overtime salaries and vehicle costs.

15. ALEA agrees to provide monthly reports to ALDOT summarizing work zone patrol activities. The reporting criteria and format will be mutually agreed upon by ALEA and ALDOT. Reports will be provided to the ALDOT Area Operations Engineer's representative.
16. All arresting officers of ALEA are subject to ALEA supervision while participating in this program. ALEA agrees to represent and defend any ALEA employee named as a defendant in any lawsuit or other litigation arising from such overtime program. ALDOT agrees to represent and defend any ALDOT 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. Should a dispute between the parties relate to the payment of money to ALEA, the sole remedy of ALEA shall be to file a claim with the State of Alabama Board of Adjustment. Any other dispute between the parties, senior officials of ALDOT and ALEA who have the authority to bind their principals to any agreement they should reach, shall meet, and engage in a good faith attempt to resolve the dispute. Should negotiations not

produce a resolution, the parties agree that the dispute shall be submitted to non-binding mediation, to be conducted in a mutually agreed location utilizing mediators selected from the roster maintained by the Alabama Center for Dispute Resolution.

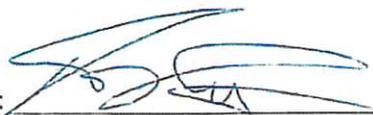
20. ALEA and ALDOT will continue to operate under this agreement on a month-to-month basis until September 30, 2026, or until terminated by one or both parties with 30 days' notice. The maximum amount payable for services rendered between October 1, 2024, and September 30, 2027, is \$10,000,000.

IN WITNESS WHEREOF, the parties acknowledge this Agreement as evidenced by their signatures below.

Done this 2 day of October, 2024.

ALABAMA DEPARTMENT OF TRANSPORTATION

By: 
John Cooper, Director

By: 
Legal Counsel for the Alabama
Department of Transportation

ALABAMA LAW ENFORCEMENT AGENCY

By: 
Hal Taylor, Secretary

By: 
Noel S. Barnes, General Counsel