

**MEMORANDUM OF UNDERSTANDING  
Work Zone Traffic Control Services**

**Between**

**MARYLAND STATE HIGHWAY ADMINISTRATION**

**AND**

**MARYLAND DEPARTMENT OF STATE POLICE**

**THIS MEMORANDUM OF UNDERSTANDING, hereinafter called "MASTER MOU",** executed in duplicate, is made effective this 7<sup>th</sup> day of November, 2014, by and between the State Highway Administration of the Maryland Department of Transportation, hereinafter called "SHA" and the Maryland Department of State Police, an agency of the State of Maryland, hereinafter called "MSP".

**WHEREAS,** the SHA is responsible for constructing and maintaining State roads ("ROAD WORK") throughout the State; and

**WHEREAS,** sometimes while performing ROAD WORK there is a need for additional safety enhancement measures to protect State employees, contractors and the traveling public; and

**WHEREAS,** to help maintain safety when ROAD WORK is being performed the SHA establishes Temporary Traffic Control Zone ("WORK ZONE"); and

**WHEREAS,** to improve WORK ZONE safety, SHA may request the presence of uniformed MSP Trooper(s) to regulate, enforce and encourage compliance with traffic laws, and to control traffic movements ("SERVICES"); and

**WHEREAS,** it is SHA's preference for a marked police vehicle to be used for work zone projects, the MSP will make attempts to utilize such vehicles, when available and not directly impacting routine patrol functions otherwise an unmarked police vehicle could be utilized if equipped with a functioning red and blue emergency vehicle lighting, wig wag headlights, strobe flashers, etc; and

**WHEREAS,** MSP concurs that the SERVICES of MSP Trooper(s) will increase motorists awareness to WORK ZONE activities, encourage greater obedience to posted regulations and enhance safety; and

**WHEREAS,** MSP has agreed to assist SHA, at SHA's cost, by providing SERVICES in WORK ZONES when SHA deems that such SERVICES would improve WORK ZONE safety; and

**WHEREAS,** each employee of SHA and MSP working under this MASTER MOU shall remain an employee of their respective agency for all purposes, including but not limited to

liability; and

**WHEREAS**, MSP Troopers may be called to carry out SERVICES within or near the WORK ZONE at any time by the SHA District Engineer (or other SHA Senior Manager) or his/her designee ("**PROJECT ENGINEER**"), subject to the scheduling requirements noted elsewhere in this MASTER MOU; and

**WHEREAS**, the term of the MASTER MOU ("**TERM**") shall be for a period of five (5) years with a not to exceed cost of Four Millions Dollars (\$4,000,000) during the TERM; and

**WHEREAS**, a supplemental annual Letter of Agreement (LOA) will be executed to supplement this MASTER MOU to establish compensation rates and/or budget limits for each fiscal year; and

**WHEREAS**, SHA and the MSP agree that this MASTER MOU will benefit both parties of this MASTER MOU and will promote the safety, health and general welfare of the citizens of the State.

**NOW, THEREFORE, THIS MASTER MOU WITNESSETH**, that for and in consideration of mutual covenants and promises and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, be it understood that SHA and MSP hereby agree as follows:

**I. PROCEDURES AND REQUIREMENTS**

**A. TRAFFIC CONTROL PLAN PREPARATION**

A Traffic Control Plan ("**TCP**") for the WORK ZONE is developed by SHA for each major ROAD WORK project. During the preparation of the TCP, the SHA District Engineer (or other SHA Senior Manager) or his/her designee will determine if the SERVICES of the MSP are required.

**B. SHA RESPONSIBILITIES**

1. The SHA will follow its Standard Operating Procedures as outlined in **EXHIBITS A and B**, attached hereto and incorporated herein for requesting MSP assistance during ROAD WORK.
2. When SHA's PROJECT ENGINEER request SERVICES from MSP, SHA will provide an estimated time period for the assignment to include the start and stop times and the number of days for the assignment.
3. The SHA shall provide Seventy Two (72) hours advance notice to MSP when the SERVICES are required. Special consideration will be given to emergency traffic control needs and allowances will be made to shorten the notification time.
4. Typical SERVICES of the MSP Trooper within or near WORK ZONE will be reviewed by SHA's PROJECT ENGINEER with the MSP and the

contractor in advance of commencing work.

5. SHA shall advise the appropriate MSP Barrack of any change in scheduling at least 24 hours in advance. The MSP Trooper is responsible for checking with the MSP Barrack two (2) hours prior to their scheduled arrival time to confirm assignment. In the event that the responding MSP Trooper appears at the work site without being notified of any changes, then four (4) hours overtime may be charged to the project in question.
  - a. To receive the four (4) hours MSP will provide a printed copy of the CAD Generated Incident to the Assistant District Engineer – Construction (ADE-C) or Assistant District Engineer - Maintenance (ADE-M) which shall contain at a minimum the MSP Troopers name and ID Number, date, time, location of project, Z Number notation that no SHA Representative was present. The ADE-C or ADE-M will confirm with the PROJECT ENGINEER that they had requested a MSP Trooper and were not able to cancel prior to the Trooper reporting.
  - b. To pay the invoice, SHA will need a time sheet signed by the ADE-C or ADE-M or his/her designee.
6. In the event no MSP Troopers are available, SHA may request the services of the local County or Municipal Police (see EXHIBIT “C”, attached hereto and incorporated herein).
7. In the event a MSP Trooper is prohibited from performing a certain task of the SERVICES due to MSP policy or procedures, or otherwise fails to perform in a manner expected by the SHA District Engineer, SHA shall bring the matter to the attention of the Director – Office of Traffic Safety, who will resolve the matter with MSP Liaison assigned to SHA.
8. SHA acknowledges the law enforcement duties of the MSP Trooper(s) take precedence over the SERVICES required under this MASTER MOU.
9. Upon receipt of periodic invoices from MSP, SHA shall pay for the MSP Trooper(s) time on an hourly basis per officer utilized as outlined in Section II hereto.
10. SHA shall not be responsible to reimburse MSP for the MSP Trooper(s) time while away from the WORK ZONE.

### C. MSP RESPONSIBILITIES

1. The MSP Trooper(s) assigned to a project will be an off-duty MSP Trooper(s) in full uniform, with a marked (when one is available) police vehicle with all of the usual police equipment.
2. The MSP Trooper(s) shall wear at minimum, Class 2 American National Standards Institute/International Safety and Equipment Association (ANSI/ISEA) 107-2004 apparel or its equivalent (see **EXHIBIT D** attached hereto and incorporated herein).
3. The MSP Trooper assigned to the project will be required to complete SHA's Work Zone Law Enforcement Training Course or an SHA-approved course equivalent prior to serving on a WORK ZONE detail. This training course is valid for a period of four (4) years. It is MSP's responsibility to ensure that MSP Trooper(s) assigned have completed the SHA course.
4. MSP Trooper(s) will perform normal police related activities, as appropriate, along the approaches to and throughout the WORK ZONE in order to perform the SERVICES (such as to enforce the law and help regulate, warn, and control traffic movements, etc.).
5. The MSP Troopers will be responsible for signing in/out with the SHA PROJECT ENGINEER or his/her designee at the time of arrival/departure from the work site and completing SHA's Timesheet for Use of Off-Duty Maryland State Police (OOC55, see **EXHIBIT E** which is attached hereto and incorporated herein). SHA will not process for payment any invoice that does not include an OOC55 signed by an SHA representative.
6. The MSP Trooper(s) at the WORK ZONE will be under the command of the local MSP Barrack Commander. The MSP Trooper(s) will cooperate as much as possible with SHA traffic, construction, and maintenance staff, especially in terms of specific locations in which to set up, and will respond to all SHA reasonable requests. A sense of team work is important.
7. Should an MSP Trooper(s) be called to active duty status outside of the WORK ZONE, the MSP Trooper(s), although not required, will make every effort to notify the PROJECT ENGINEER or designee and the MSP will not be responsible for any incidents that occur within the WORK ZONE while the MSP Trooper(s) is away. The MSP will make every effort to ensure the MSP Trooper(s) return to the WORK ZONE as soon as possible.
8. MSP will be invited to attend pre-construction conferences to review TCP for projects or project phases in which their services are required.

9. The MSP Trooper is responsible for checking with the MSP Barrack two (2) hours prior to their scheduled arrival time to confirm assignments.

## II. REIMBURSEMENT

A. The following reimbursement procedures shall be followed by MSP for services rendered.

1. Reimbursement from SHA to MSP for the Trooper(s) time shall be paid only in whole hour increments for each MSP Trooper utilized. The MSP Trooper(s) time begins when he/she signs in at the Project Office and ends when he/she signs out, except for occurrences as outlined in Section I.C.7. above.
2. Reimbursement from SHA to MSP will include the MSP's most recent approved indirect cost rate applied to the overtime amount billed.
3. Reimbursement from SHA to MSP will consist of the following rate charges:
  - a. MSP Trooper(s) overtime Cost not to exceed: \$77.69 per hour\*
  - b. Indirect costs @ 24.47% of the overtime amount\*
  - c. Vehicle cost per hours @\$8.50\*
  - d. FICA rate @ 1.48% of the overtime amount\*
  - e. Unemployment @ 0.10 % of the overtime amount\*
4. \* The reimbursement rates reflect the current rates in effect at the time of the MASTER MOU. MSP shall promptly report any changes to the above rates to SHA prior to their taking effect. SHA will then issue a Supplemental Letter of Agreement ("SUPPLEMENTAL LOA") which is attached hereto as **EXHIBIT "F"** which is attached hereto and incorporated herein. The SUPPLEMENTAL LOA will be executed annually. Copies of executed SUPPLEMENTAL LOA will be distributed to all appropriate SHA Offices.
  - a. The changes in the reimbursement rates needs to be communicated to the SHA Offices such as ADE-C's or ADE-M's that will be approving the MSP invoices for payment of SERVICES.
5. All costs incurred as a result of this MASTER MOU shall be charged to a project account to be established through normal accounting procedures and these costs shall be at the mutually agreed upon rates. All payments made shall be considered as full compensation for SERVICES rendered, as annotated on the reimbursement request, and as mutually agreed upon. Billing shall occur on a monthly basis. Form MSP 198A Contract for

Extraordinary Law Enforcement Services (see **EXHIBIT "G"** which is attached hereto and incorporated herein) must be filled out and signed by all parties involved prior to MSP providing services to the SHA.

6. When submitting a bill (invoice) to the SHA, MSP shall include a spreadsheet that includes the hours worked by the MSP Trooper(s) as obtained from the MSP Trooper(s) timesheet. The spreadsheet must also include the information noted on the timesheet, such as the SHA financial Management information System (FMIS) number or SHA Project Number, initiating index, date of service, hours charged, arrival time, departure time, name of SHA PROJECT ENGINEER, name of MSP Trooper, MSP Trooper's IBM Number, etc. Provide this information with all billing statements to ensure approval by SHA.

B. The following reimbursement procedures shall be followed by SHA for services

1. To the extent practical, the SHA will report any discrepancies to MSP within ninety (90) days of receiving the invoice.
2. The SHA shall receive all invoices within one hundred eighty (180) days of the date(s) of service.
3. The SHA shall submit payment to MSP within Thirty (30) days of receiving an undisputed bill.
4. In the event the SHA disputes any billings from MSP, SHA may withhold payment only for the disputed item(s). Within thirty (30) days of the SHA's receipt of MSP's normal supporting documentation for such work, SHA shall meet with MSP to resolve the disputed item(s). At said meeting, SHA and the MSP shall use their good faith efforts to resolve all disputed item(s). Disputed item(s) not resolved within such time period shall be address as outlined in Section IV. B. herein.
5. During the Term of the MASTER MOU, transference of funds, as outlined herein, will be handled through an R\*STARS transfer between agencies.
6. Prior to the beginning of each fiscal year, SHA shall obtain from MSP new Z Numbers for any SHA projects that will require MSP SERVICES in the upcoming fiscal year.

### **III. TERM**

A. The TERM of this MASTER MOU is for a period of five (5) years beginning with the date of execution of this MASTER MOU and ending on the thirty first (31<sup>st</sup>) day of August 2019, both dates are inclusive, unless sooner terminated as set forth herein.

B. During the TERM of this MASTER MOU the total amount to be reimbursed to MSP

by SHA for WORK ZONE SERVICES shall not exceed Four Million Dollars (\$4,000,000).

- C. Any party may terminate this MASTER MOU by giving ninety (90) days advanced written notice to the other party. If a party terminates its participation in this MASTER MOU, the party shall be liable only for performance rendered or costs incurred in accordance with the terms of this MASTER MOU prior to the effective date of termination.

#### **IV. GENERAL PROVISIONS**

- A. Consistent with the respective statutory responsibilities of the parties, it is agreed that MSP and SHA will continue to work within the already existing frame work of mutual respect and cooperation to the fullest extent possible to enhance highway safety, and to deliver efficient, coordinated highway safety services to the citizens of Maryland.
- B. Should disagreements arise as to the interpretation of the provisions of this MASTER MOU, SUPPLEMENTAL LOA, or with invoicing that cannot be resolved at the operating level, the area(s) of disagreement will be stated in writing by each party and presented to the other parties for consideration. If agreement on interpretation is not reached within thirty (30) days, the parties shall forward the written presentation of the disagreement to a higher official in each agency for appropriate resolution.
- C. The parties hereby agree and affirm that the persons executing this MASTER MOU on their respective behalf are authorized and empowered to act on behalf of the respective parties. The parties hereby further warrant and affirm that no cause of action challenging the existence, scope, or validity of this MASTER MOU shall lie on the ground that the persons signing on behalf of the respective parties were neither authorized nor empowered to do so.
- D. The recitals ("WHEREAS") clauses set out at the beginning of this MASTER MOU are incorporated herein and made a part hereof.

**(The remainder of this page is intentionally left blank)**

E. All notices and/or invoices, if to MD MSP, shall be addressed to:

Lieutenant Colonel Woodrow Jones  
Chief of Field Operations Bureau  
Maryland State Police  
1201 Reisterstown Road  
Pikesville, MD 21208  
Phone: 410-653-4218  
Email: [msp.fob@maryland.gov](mailto:msp.fob@maryland.gov)

And if to SHA, shall be addressed to:

Cedric Ward  
Director  
Office of Traffic and Safety  
State Highway Administration  
7491 Connelley Drive  
Hanover, MD 21076  
Phone: 410-787-5815  
Fax: 410-787-4082  
E-Mail: [cward@sha.state.md.us](mailto:cward@sha.state.md.us)

With a copy to:

E. Glenn Klaverweiden  
Agreements Coordinator  
Maryland State Highway Administration  
707 N. Calvert Street, Mail Stop C-502  
Baltimore, MD 21202  
Phone: 410-545-5677  
Fax: 410-209-5025  
E-Mail: [gklaverweiden@sha.state.md.us](mailto:gklaverweiden@sha.state.md.us)

**(The remainder of this page is intentionally left blank)**



**IN WITNESS WHEREOF**, the parties hereto have caused this MASTER MOU to be executed by their proper and duly authorized officers, on the day and year first above written.

**STATE HIGHWAY  
ADMINISTRATION**

WITNESS:


  
\_\_\_\_\_


BY:  \_\_\_\_\_ (SEAL)  
Melinda B. Peters                      Date  
Administrator

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

  
Assistant Attorney General

**RECOMMENDED FOR APPROVAL:**

  
David J. Coyne  
Deputy Administrator/Chief Engineer  
for Operations

  
Douglas H. Simmons  
Deputy Administrator/Chief Engineer  
for Planning, Engineering, Real Estate and  
Environment

  
Lisa B. Conners  
Director  
Office of Finance

**MARYALND  
STATE POLICE**

WITNESS:

Bernard B. Laster

BY: M L Brown 11/7/14  
(SEAL) Date  
Col. Marcus L. Brown  
Superintendent

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

M M Frost 11/7/14  
Assistant Attorney General Date  
Maryland Department of State Police

**RECOMMENDED FOR APPROVAL:**

Bernard B. Laster

---

## **EXHIBITS**

## EXHIBIT A



### Maryland State Highway Administration Standard Operating Procedures for Requesting Maryland State Police in Work Zones

The following document is to be used by Maryland State Highway Administration (SHA) personnel for obtaining off-duty Maryland State Police (MSP) Troopers in Work zones.

The need for a MSP Trooper may be realized during preparation of the Traffic Control Plan (TCP), pre-construction conference, or during construction/maintenance operations. Once the need has been identified the following steps should be taken to request an off-duty MSP Trooper.

- 1) Project Engineer or his/her designee must fill out the Maryland State Highway Administration's Maryland State Police Criteria for Use Form (SHA Criteria for Use Form) and Maryland State Police Contract for Extraordinary Law Enforcement Services (Form MSP 198A).
- 2) The SHA Criteria for Use Form and Form MSP 198A must be submitted to the District Engineer (or other SHA Senior Manager) or his/her designee for approval. The designee of the District Engineer (or other SHA Senior Manager) shall not be at a level lower than an Assistant District Engineer or Division Chief.
- 3) After approval by the District Engineer (or other SHA Senior Manager),
  - a) Copies of the SHA Criteria for Use Form should be forwarded to the Chief Engineer – Operations, Director of the Office of Traffic and Safety, and the Project Engineer.
  - b) The appropriate MSP Barrack should be contacted and advised that you are sending by fax the completed and signed Form MSP 198A for their signatures and approval. MSP will provide SHA with a Z-Number and this number should be placed on the SHA Criteria for Use Form.

The request must be received by MSP at least seventy-two (72) hours in advance of the requested time of service.

- 4) Any change in scheduling shall be provided to the MSP Barrack at least twenty-four (24) hours in advance. The responding Trooper is responsible for checking with the MSP Barrack two (2) hours prior to their scheduled arrival time to confirm assignment.
- 5) In the event that the responding MSP Trooper appears at the work site without being notified of any changes, then four (4) hours of the Trooper's time may be charged to the project.
- 6) In the event MSP Troopers are unavailable, the SHA may request the services of the County or Municipal Police. All requests for the use of County or Municipal Police must be approved by the District Engineer (or other SHA Senior Manager).
- 7) Upon arriving and prior to leaving the work site, the MSP Trooper(s) must sign in/out with the Project Engineer or his/her designee.
- 8) Should the MSP Trooper need to leave the work zone, he/she will make every effort to notify the Project Engineer. If the MSP Trooper is unable to contact the Project Engineer before leaving the work zone, the Project Engineer shall note on the timesheet that the MSP Trooper did not return to the project office to complete the sign-out portion of the timesheet.
- 9) The Trooper(s) assigned to a project should be an off-duty Trooper(s) in full uniform with approved (ANSI/ISEA 107-2004) high-visibility safety apparel or its equivalent, and with a marked (when one is available) police car with all of the usual police equipment. Beginning January, 2010, the Trooper(s) assigned to a project should have completed SHA's Work Zone Law Enforcement Training Course or an SHA-approved equivalent, prior to serving on any work zone detail. This training course is valid for a period of four (4) years.
- 10) Typical services of the MSP Work Zone enforcement personnel will be reviewed by the Engineer with the MSP and the contractor in advance of commencing work.
- 11) A sense of team work is important. If a Trooper is prohibited from performing a certain task due to MSP policy or procedures, or otherwise fails to perform in a manner expected by the District Engineer, this is to be brought to the attention of the Director – Office of Traffic and Safety, who will resolve the matter with the Chief of Operations Bureau, MSP.
- 12) All time charges are calculated from the time of arrival at the work site to the time of departure from the work site.
- 13) The Project Engineer shall forward a copy of the completed MSP Trooper(s) timesheet to the District Office (or other appropriate SHA Office) within seven (7) days of the Date of Service.
- 14) When submitting a bill to the SHA, MSP shall include a spreadsheet that includes the hours worked by the Trooper(s) as obtained from the Trooper(s) timesheet. The spreadsheet must also include the information noted on the timesheet, such as the SHA Financial Management Information System (FMIS) number or SHA Project Number, initiating index, date of service, hours charged, name of SHA project engineer, name of Trooper, Trooper's badge number, etc. Provide this information with all billing statements to ensure approval by SHA.
- 15) To the extent practical, the SHA will report any discrepancies to MSP within 90 days of receiving the invoice.
- 16) The SHA shall receive all invoices within 180 days of the Date(s) of Service.
- 17) The SHA shall submit payment to MSP within thirty (30) days of receiving the bill.



**EXHIBIT B**

**Maryland State Highway Administration  
MARYLAND STATE POLICE  
-CRITERIA FOR USE-**

The use of off-duty Maryland State Police (MSP) and their vehicles may be used to enhance the safety of our employees, the contractor's employees, and/or the traveling public.

The District Engineer (or other SHA Senior Manager) or his/her designee must approve any use of MSP by affixing their signature to this criteria indicating the reason for their use.

Additionally, the use of MSP must be reported to the Chief Engineer's office as well as the Office of Traffic and Safety upon approval of the District Engineer.

**Justification for Request:**

- Major construction projects.
- Full roadway or major ramp closures on expressways/freeways required for temporary maintenance.
- Closure of two or more lanes on urban freeways or expressways.
- To complement reduced speed signs where reduced speed is desired.
- Work zone situations involving short term or momentary traffic flow disruptions such as those caused by the erection of overhead structures, the moving of large construction equipment, and signal swap-overs along busy arterials.
- Work areas in which driver error and/or inattentiveness may result in erratic maneuvers, such as those involving temporary median crossover, temporary bypass roads, areas with new and / or unusual traffic patterns.
- Other: \_\_\_\_\_

**Trooper Schedule, Location and Duties:**

- Temporary Traffic Control Assistance (e.g. rolling road block)       Monitoring/Presence
- Enforcement (e.g. Citations/Warnings)       Other (e.g. mobile operations) \_\_\_\_\_

Number of Troopers: \_\_\_\_\_ Beginning Time: \_\_\_\_\_ AM/PM      Ending Time: \_\_\_\_\_ AM/PM

Project Location: \_\_\_\_\_

**Approval:**

Date of Request: \_\_\_\_\_

Job Date: \_\_\_\_\_

Number of Troopers Requested: \_\_\_\_\_

Recommended by: \_\_\_\_\_

Approval by: \_\_\_\_\_

(District Engineer)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**For SHA Office Use Only**

SHA FMIS Number: \_\_\_\_\_

MSP Z-Number: \_\_\_\_\_

MSP Barrack Contacted: \_\_\_\_\_

MSP Contact Person: \_\_\_\_\_

MSP Available:    Yes \_\_\_\_\_ No \_\_\_\_\_    If no, Department of Local Police Contacted: \_\_\_\_\_

cc:      Chief Engineer for Operations  
         Director, Office of Traffic and Safety



**EXHIBIT C (2 Pages)**  
**Maryland State Highway Administration**  
**Contract for Extraordinary Law Enforcement Services**

Parties 1 The Maryland State Highway Administration ("SHA")  
 2 \_\_\_\_\_ ("Department of Local Police")

The parties agree that the SHA shall pay the Department of Local Police to provide extraordinary law enforcement services pursuant to the terms of this contract as set forth below.

1. Description of Service: \_\_\_\_\_
2. Date of Service: Beginning: \_\_\_\_\_ and Ending: \_\_\_\_\_  
 on each day at times from: \_\_\_\_\_ to: \_\_\_\_\_
3. The location the services are to be performed: \_\_\_\_\_
4. The anticipated cost of the extraordinary law enforcement services is: \_\_\_\_\_ (May not exceed \$92.98 per hour, per Officer.)
5. The Department of Local Police shall submit its bill to: Name: \_\_\_\_\_  
 Position: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Address: \_\_\_\_\_
6. The SHA shall receive all invoices within 180 days of the Date of Service. Upon billing by the Department of Local Police, the SHA shall promptly pay the cost of services described herein. "Promptly pay" as used herein shall mean thirty (30) days from the date of billing.
7. All employees of SHA and the Department of Local Police working under this agreement shall remain employees of their respective agency for all purposes, including but not limited to liability. All immunities and defenses applicable to the State, its agencies, its political subdivisions, its municipalities, and/or law enforcement officers or employees, including but not limited to sovereign immunity, are preserved and shall be unaffected by this agreement.
8. Either party may terminate this Contract for any reason by giving the other party prompt notice of the intention to do so. This notification provision shall not prohibit the Department of Local Police from immediately terminating this Contract or reassigning law enforcement personnel assigned to this Contract to other duties as emergencies may require.
9. This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Maryland.
10. This Contract has no exhibits, contains all agreements, conditions, and understandings made between the parties and supercedes all prior written or oral agreements between them with respect to the matter discussed herein and requires the Department of Local Police to abide by the following requirements:
  - a. The Officer(s) assigned to a project will be an off-duty Officer(s) in full uniform, with approved (ANSI/ISEA 107-2004) high-visibility safety apparel or its equivalent, and with a marked police car with all of the usual police equipment.
  - b. Beginning January 2010, the Officer(s) assigned to a project should have completed SHA's Work Zone Law Enforcement Training Course or an SHIA-approved equivalent, prior to serving on any work zone detail. This training course is valid for a period of four (4) years. It is the responsibility of the Department of Local Police to ensure that Officer(s) assigned have completed the SHIA course.
  - c. Officer(s) will perform normal police related activities, including radar and speed enforcement, along the approaches to and throughout the Work Zone in order to enforce the law and help regulate, warn, and control traffic movements.
  - d. The Officer(s) will be responsible for signing in/out with the Project Engineer or his/her designee at the time of arrival/departure from the work site. The Officer(s)'s time begins when he/she signs in at the Project Office and ends when he/she signs out (i.e. Travel Time is NOT included and will not be reimbursed).
  - e. The Officer(s) at the site will be under the command of their Commanding Officer. The Officer(s) will cooperate as much as possible with SHA traffic, construction, and maintenance staff, especially in terms of specific locations in which to set up, and will respond to reasonable requests. A sense of team work is important.
  - f. It is understood by the SHA that the law enforcement duties of the Officer(s) take precedence over the services provided under this agreement. Should an Officer(s) be called to active duty status outside of the work zone, the Officer(s) although not required will make every effort to notify the SHA and the Department of Local Police will not be responsible for any incidents that occur within the work zone while the Officer(s) is away. The Department of Local Police will make every effort to ensure that the Officer(s) returns to the work zone as soon as possible. Furthermore, the SHA is not responsible for reimbursing the Department of Local Police for the Officer(s)'s time while away from the work zone.
  - g. Should the Officer need to leave the work zone, he/she will make every effort to notify the Project Engineer. If the Officer is unable to contact the Project Engineer before leaving the work zone, the Project Engineer shall note on the State Highway Administration Timesheet



EXHIBIT C (2 Pages)
Maryland State Highway Administration
Contract for Extraordinary Law Enforcement Services

for use of Off-Duty Police in Work zones that the Officer did not return to the project office to complete the sign-out portion of the timesheet.

- h. The Officer from the Department of Local Police shall confirm his/her assignment with SHA no more than two (2) hours prior to the scheduled Time of Service. Should an Officer from the Department of Local Police arrive at the work site without proper notification the SHA agrees to reimburse the Department of Local Police for four (4) hours of work.
i. Reimbursement for the use of personnel's time shall be paid on an hourly basis per officer utilized. The Officer(s)'s time begins when he/she signs in at the Project Office and ends when he/she signs out.
j. All costs incurred as a result of this agreement shall be charged to a project account to be established through normal accounting procedures and these costs shall be at the mutually agreed upon rate. All payments made shall be considered as full compensation for services rendered, as annotated on the reimbursement request, and as mutually agreed upon. Billing shall occur on a monthly basis.
k. When submitting a bill to the SHA, the Department of Local Police shall include a copy of the completed State Highway Administration Timesheet for Use of Off-Duty Police in Work zones attached to the bill. All bills submitted to the SHA must include the SHA Financial Management Information System (FMIS) number or SHA Project Number on them. The SHA will not approve any billings that do not include a copy of the timesheet. If the Officer(s) is called into service before completing the scheduled service to SHA and thus not receiving a copy of the complete timesheet, SHA will accept a copy of the Officer's log as evidence for the hours worked.
11. Each individual executing this Contract on behalf of a party represents and warrants that such individual is duly authorized to execute and deliver this Contract on behalf of the party the individual purports to represent and that this Contract is enforceable against either entity in accordance with its terms.

For the SHA:

By:
Printed Name: District Engineer

Witness:
Printed Name:
Position:

For the Department of Local Police:

By:
Printed Name:
Position:

Witness:
Printed Name:
Position:

EXHIBIT D (2 Pages)  
Maryland State Highway Administration  
High Visibility Apparel Policy  
Revision #2

Approved by:

Approved by:

\_\_\_\_\_  
Col. Marcus L. Brown  
Superintendent, MSP

\_\_\_\_\_  
Melinda J. Peters  
Administrator, SHA

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**1. BACKGROUND**

- 1.1 Research demonstrates that high visibility garments have a significant impact on the safety of employees who work on highways and rights-of-way.
- 1.2 In addition, high visibility garments may help to prevent injuries and accidents and to make highway workers more visible to the motoring public, which ultimately improves traffic safety.

**2. STATEMENT OF POLICY**

- 2.1 The High Visibility Safety Apparel Policy provides a standardized apparel program.
- 2.2 The program seeks to improve the visibility of all persons who work on Maryland State Highway Administration (SHA) highways and rights-of-way.
- 2.3 All apparel shall contain the appropriate label identifying the class.
- 2.4 Compliance with this policy becomes effective beginning January 1, 2006. All affected employees shall receive high visibility apparel awareness training prior to the effective date of this policy.

**3. APPLICABILITY**

- 3.1. This policy applies to all SHA employees and all other persons who work on Maryland state highways and rights-of-way. All workers shall wear a minimum of Class 2 ANSI/ISEA 107/2004 apparel.
- 3.2. For State Highway Administration (SHA) employees, this apparel shall have a fluorescent yellow-green background material color and be the outermost garment worn.
- 3.3. Retro-reflective material color for State Highway Administration employees shall be silver or white and shall be visible at minimum distance of 1,000 feet. The retro reflective safety apparel shall be designed to clearly recognize and differentiate the wearer from the surrounding work environment. The retro-reflective material may be contrasted by fluorescent orange background material not to exceed one and one half inches on either side of the retro-reflective material.
- 3.4. Non-State Highway Administration employees shall wear approved Class 2 ANSI/ISEA 107/2004 apparel that is either fluorescent orange-red or fluorescent yellow-green background material color and be the outermost garment worn.



- 3.5. Retro reflective material color for non-State Highway Administration employees shall either be orange, yellow, white, silver, yellow-green, or fluorescent version of these colors, and shall be visible at a minimum distance of 1,000 feet. The retro reflective safety apparel shall be designed to clearly recognize and differentiate the wearer from the surrounding work environment.

#### **4. REFERENCES**

- 4.1 ANSI/ISEA 107/2004 standard -American National Safety Institute/International Safety Equipment Association
- 4.2 MUTCD 2003 -Manual for Uniform Traffic Control Devices - Sections 6D.03B and 6E.02
- 4.3 Visibility Research -The VCTR 1989 report concludes that fluorescent colors, when compared with non-fluorescent colors, enhance the daytime conspicuity of worker clothing.

#### **5. DEFINITIONS**

- 5.1 Apparel - The outermost high-visibility garment worn by employees who work on Maryland SHA highways and rights-of-way.
- 5.2 . Highways - all Maryland roads owned by the Maryland Department of Transportation and maintained by the State Highway Administration.
- 5.3 High Visibility - The ability for workers to be distinguishable as human forms to be seen, day and night, at distances that allow equipment operators and motorists to see, recognize, and respond.

TIMESHEET FOR USE OF OFF-DUTY POLICE IN WORK ZONES

Use of Off-Duty Police in Work Zones must be approved in advance by an SHA District Engineer (or other Senior Manager) or Designee.

Contract No. / FMIS No: \_\_\_\_\_ MSP Z-No: \_\_\_\_\_

Project Location: \_\_\_\_\_

Initiating Index: \_\_\_\_\_

Date of Service: \_\_\_\_\_

Arrival Time	Departure Time	Hours Charged	Badge Number	Name of Trooper (Print)	Trooper's Signature

SHA On-Site Representative: \_\_\_\_\_ (Printed)

SHA Project Engineer: \_\_\_\_\_ (Signature)

FOR CANCELLATION USE ONLY

Date of Cancellation: \_\_\_\_\_ Time of Cancellation: \_\_\_\_\_  AM  PM

Reason for Cancellation: \_\_\_\_\_

MSP Notified:  Yes  No Time of Call: \_\_\_\_\_  AM  PM

Date Modified: \_\_\_\_\_

MSP Phone Number: (\_\_\_\_) \_\_\_\_\_

MSP Notified of Cancellation by: \_\_\_\_\_

Reschedule Date: \_\_\_\_\_ Time: \_\_\_\_\_  AM  PM

Note: MSP Troopers are guaranteed four hours of work for arriving at the work site.

Original: Project Engineer  
Duplicate: Trooper/Police Officer



Martin O'Malley, *Governor*  
Anthony G. Brown, *Lt. Governor*

James T. Smith, Jr., *Secretary*  
Melinda B. Peters, *Administrator*

(DATE)

EXHIBIT F

Colonel Marcus L. Brown  
Superintendent  
Maryland Department of State Police  
1201 Reisterstown Road  
Pikesville, MD 21208

RE: Supplemental Letter of Agreement  
MSP Work Zone Traffic Control Services Reimbursement Rates

Dear Colonel Brown:

This Supplement Letter Of Agreement (“LOA”) between the Maryland State Highway Administration (“SHA”) and Maryland Department of State Police (“MSP”) sets forth the agreement (“AGREEMENT”) between the parties pertaining to reimbursing funds MSP for Work Zone Traffic Control Services (“SERVICES”) provided by MSP Troopers to SHA between September 1, 2014 through and including June 30, 2015 and in accordance with the terms and conditions set forth in the MASTER MOU dated \_\_\_\_\_, 2014 by and between SHA and MSP.

In accordance with the MASTER MOU, reimbursement to the MSP for WZTCS will be based on the following rate charges

- a. Trooper(s) overtime Cost not to exceed: \$77.69 per hour
- b. Indirect Costs @ 24.47% of the overtime amount
- c. Vehicle Cost per hours @\$8.50
- d. FICA rate @ 1.48% of the overtime amount
- e. Unemployment @ 0.10 % of the overtime amount

The parties agree to invoicing and payment as sets forth in the MASTER MOU. SHA and the MSP agree to cooperate with each other to accomplish the terms and conditions of this LOA and the MASTER MOU.

Col. Brown  
Page 2

If the terms of this LOA are acceptable to the MSP, please sign both originals where indicated and return the two (2) originals to:

Glenn Klaverweiden  
Agreements Coordinator  
707 N. Calvert Street  
Mailstop C-502  
Baltimore, MD 21202

After both originals are fully executed by SHA, one (1) original will be returned to you for the MSP use and information.

Sincerely,

**MARYLAND STATE HIGHWAY  
ADMINISTRATION**

**Witness**

\_\_\_\_\_  
Melinda B. Peters  
Administrator

Date

\_\_\_\_\_  
Date

Recommended for Approval

**Verification that SUPPLEMENTAL  
LOA is consistent with MASTER  
MOU:**

\_\_\_\_\_  
David J. Coyne  
Deputy Administrator / Chief Engineer  
For Operations

\_\_\_\_\_  
E. Glenn Klaverweiden  
Agreements Coordinator

**CONCURRENCE:  
MARYLAND DEPARTMENT OF STATE POLICE**

Witness:

\_\_\_\_\_  
Colonel Marcus L. Brown  
Superintendent  
Maryland Department of State Police

Date

\_\_\_\_\_  
Date

MARYLAND STATE POLICE

CONTRACT FOR EXTRAORDINARY LAW ENFORCEMENT SERVICES

Parties

1 Requestor: [ ]

2 Barrack / Unit (Name & No.) [ ] on behalf of the Maryland Department of State Police ("Department")

The parties agree that the Requesting Party shall pay the Department to provide extraordinary law enforcement services pursuant to the terms of this contract as set forth below.

Description of Service and Location

[ ]

Service Start: [ ] End: [ ] Start Time: [ ] End: [ ]  Times will vary

The anticipated cost of the extraordinary law enforcement service is:

- Overtime Cost not to exceed:..\$77.69 per hour
-Indirect Cost Recovery Rate:.....24.47% of Overtime costs
-Use of Agency Vehicle:.....\$8.50 per hour, if applicable

NOTE: If you are prohibited or restricted by law from paying the 24.47% indirect cost, you must submit certified documentation of such restriction prior to MSP completing this contract.

Billing Contact and Engineer Contact / Project Information sections with fields for Name, Position, Telephone, Address, Project#, and Index#.

- 1. Upon billing by the Department, the Requesting Party shall promptly pay the cost of the services described herein. Promptly pay as used herein shall mean thirty (30) days from the date of billing.
2. For purposes of this Contract and the execution of its terms, the parties agree that the employees of each, for purposes of liability, shall remain the employees of the respective party.
3. Either party may terminate this Contract for any reason by giving the other party prompt notice of the intention to do so.
4. This Contract shall be construed, governed and enforced in accordance with the laws of the State of Maryland.
5. This Contract has no exhibits, contains all the agreements, conditions and understandings made between the parties and supersedes all prior written and oral agreement between them with respect to the matter discussed herein.
6. Each individual executing this Contract on behalf of a party represents and warrants that such individual is duly authorized to execute and deliver this Contract on behalf of the party the individual purports to represent and that this Contract is enforceable against either entity in accordance with its terms.

Requesting Party and Witness for Requesting Party signature blocks with fields for Typed Name, Signed By, and Date.

For the Department and Witness for the Department signature blocks with fields for Printed Name, Signed By, and Date.

This is to certify that this contract was prepared by or under the supervision of the undersigned Maryland attorney, approved as to form and legal sufficiency:

Ronald M. Levitan

Ronald M. Levitan
Assistant Attorney General
Maryland, Department of State Police

FMIS No. Z-15-
Authority:
DATE: MSP Finance Division