

ALABAMA MARINE PATROL MARINE SANITATION DEVICE (MSD) INSPECTIONS SPECIAL AGENT AGREEMENT

The State of Alabama, Department of Public Safety, Marine Patrol Division, hereinafter referred to as "DPS" and the undersigned person, hereinafter referred to as "Agent", for and in consideration of the terms and conditions contained herein, hereby agree as follows:

- 1. DPS grants permission to Agent to serve as a Special Agent for the purpose of conducting marine sanitation device (MSD) inspections for DPS, in accordance with the attached Rule No. 220-6-.61-.164ER, as well as the permanent rule adopted as Rule No. 220-6-.61, and any amendments thereto which may occur from time to time in the future.**
- 2. Agent understands and agrees that this permission does not in any way confer any law enforcement powers on Agent.**
- 3. Agent agrees to comply with all rules and regulations, as well as any DPS policies and procedures regarding the conducting of inspections, charging of fees, remittance of amounts to DPS, or any other matters relating to this agreement.**
- 4. All remittances from Agent to DPS shall be in the form of a check or money order, made payable to the "State of Alabama, DPS, Marine Patrol Division". If any check is returned, the Agent will be subject to a \$30.00 service fee or charge. In addition, Agent agrees to obtain and provide to DPS the original of a payment bond, issued by a company licensed in Alabama to issue same, in form satisfactory to DPS, guaranteeing payment to DPS of amounts owed to it, up to a \$10,000 indemnity. The "payee" listed on the bond shall be in the name of "State of Alabama, Department of Public Safety, Marine Patrol Division."**
- 5. Agent understands and agrees that failure to comply with all terms and conditions of this agreement may result in the immediate termination of this agreement and the permission to serve as Agent.**
- 6. In the event of the expiration or termination of this agreement for any reason, Agent shall immediately remit to DPS any and all amounts due to be paid DPS, as well as any and all records, books, decals, ledgers, and any other paperwork or records of any type, relating to Agent's duties under this agreement.**
- 7. This agreement is not assignable or transferable, without the express written authorization of DPS.**

8. The term of this agreement shall be from 01 OCTOBER 2018 to 01 OCTOBER 2022 .

DATED THIS _____ DAY OF _____, _____.

AGENT:

DCNR:

X _____

BY _____

Signed

ITS _____

Name of Agent: _____

Business Name: _____

Home Address [physical location and mailing]:

Business Address [physical location and mailing] :

Tel. No. _____ [home]

_____ [work]

_____ [cell]

Email address: _____