

**Memorandum of Understanding**  
**between**  
**The Department of Conservation and Natural Resources,**  
**State Parks Division, Gulf State Park**  
**and**  
**The City of Gulf Shores, Alabama**

This Memorandum of Understanding entered into between the **State of Alabama, Department of Conservation and Natural Resources, State Parks Division, Gulf State Park** (hereinafter “Gulf State Park” or “GSP”) and The City of Gulf Sores, Alabama (hereinafter City of Gulf Shores” or “COGS”) serves as a formal agreement for the purpose of allowing the **City of Gulf Shores** to use the Gulf State Park Pier for fireworks displays for July 4, 2023 celebration during the times as described on the attached diagram as **Exhibit A**, attached to hereto and incorporated herein. For and in consideration of the terms and conditions contained herein, the parties agree as follows:

1. This agreement shall commence on the date of execution and is effective through July 5, 2023, at which time it will expire unless extended through mutual agreement by both parties.
2. **GSP** agrees to allow **COGS** access to the Gulf State Park Pier for set-up and tear-down by the COGS’ subcontractor, Pyro Shows, for the times allocated in **Exhibit A**.
3. **COGS** agrees that the Gulf State Park Pier will be left the same condition it was in prior to event set-up. **COGS** specifically agrees to be responsible for any and all damages or loss to Gulf State Park or the Gulf State Park Pier arising out of or connected with the fireworks display or event as contemplated herein. There will be an inspection of the Gulf State Park Superintendent and a representative from **COGS** prior to the fireworks and the next morning after the show.
4. **COGS** agree to provide fireworks at the Gulf State Park Pier for the times allocated on **Exhibit A**.
5. **COGS** agrees to provide **GSP** with certificates of property damage and liability insurance of no less than \$1,000,000.00 from any contractor or subcontractor assisting with or providing the set-up, removal or display of the fireworks at Gulf State Park Pier during the event as outlined in **Exhibit A**, naming the State of Alabama, Department of Conservation and Natural Resources, its officers and employees, as additional insureds under the policies.
6. **COGS** agrees to provide **GSP** with assistance for the clean-up of the beaches on both the east and west side of the Gulf State Park Pier during and immediately after the event is completed.
7. **COGS** understands and agrees that no provision contained herein constitutes a fiscal or funding obligation by **GSP**.
8. **COGS** agrees that all marketing for the July 4th city events will include the partnership of the GSP.
9. **COGS** understands and agrees that **GSP** retains the right to determine the uses and management of the Gulf State Park Pier.
10. **COGS** agrees to conform to all federal, state, or local laws, regulations or ordinances related to activities contemplated herein.
11. **COGS** understands that any information furnished to the **GSP** under this instrument is subject to records requests under Ala. Code § 36-12-40 (1975).

12. The parties agree that modifications to this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
13. The parties agree that this agreement may be terminated in whole, or in part, at any time before the date of expiration.
14. **COGS** agrees that **COGS'** sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.
15. **COGS** agrees to indemnify, protect and hold harmless the State of Alabama, Department of Conservation and Natural Resources, its officers, agents and employees, against any loss, cost, debt, claim, damage, judgement and/or expense suffered and/or incurred by the State of Alabama, Department of Conservation and Natural Resources, its officers, agents and employees, in connection with the activities and obligation herein.
16. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this the

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

**STATE OF ALABAMA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES:**

By: \_\_\_\_\_  
Gregory M. Lien, State Parks Director

By: \_\_\_\_\_  
Christopher M. Blankenship, Commissioner

**CITY OF GULF SHORES, ALABAMA:**

**ATTEST:**

By: \_\_\_\_\_  
Robert Craft, Mayor

By: \_\_\_\_\_  
Wanda Parris, City Clerk