



SMALL TOWN, BIG BEACH

January 16, 2020

**Memorandum of Agreement
between
Valor Hospitality Partners LLC and the
City of Gulf Shores for
The Lodge at the Gulf State Park Lifeguard Services**

The City of Gulf Shores (“COGS”) agrees to provide the Valor Hospitality Partners LLC., The Lodge at the Gulf State Park with lifeguard services for the 2020 season upon the following terms and conditions:

1. **Term:** This agreement will be effective from March 1, 2020 through December 31, 2020. Summer Season 153 days (March 9th until August 10th).

2. **Purpose:** To provide lifeguard services to The Lodge for the 2020 season.

3. **City of Gulf Shores agrees to provide at its cost:**

- Uniforms.
- Rescue equipment.
- UTV.
- Radios.
- 1 USLA certified Lifeguard with excellent work ethic and customer service skills, accountability and communication skills and the ability to communicate with the Lodge staff and managers.
- Changing of surf condition flags daily at the end of the boardwalk.
- One lifeguard tower to be placed by COGS in the best area for visibility and ease of access.

4. **Consideration:** Total amount of invoicing is not to exceed \$20,000. Unless otherwise agreed on by the parties in writing. Lifeguards will be paid at \$14.67 per hour and invoices will be submitted to the Regional Director and General Manager for payment every two weeks (at the end of COGS pay period).

5. **Additional provisions:**

- Orientation with all lifeguards by Regional Director and General Manager will be required to go over Resort policies and procedures and to familiarize lifeguards with information needed by Lodge patrons.
- Lifeguards will arrive for work at 9:30 A.M. and end their shift at 6:30 P.M each day.
- Lifeguards will be responsible for hanging of the surf flags at the beach pavilion.

- The parties acknowledge that communication between Battalion Chief Melvin Shepard, on behalf of COGS, and Regional Director and General Manager, William Bennett on behalf of The Lodge, during the season will be critical to make this partnership successful.
- All operational changes must be agreed upon, in writing, by both parties.

6. Termination: This Agreement may be canceled by any party upon giving thirty (30) days' written notice.

7. Agreement Contingent upon Funding: It is expressly understood and mutually agreed that any commitment of funds herein shall be contingent upon the receipt and availability of funds. In the event of the proration of funds from which payment under this contract is to be made, the contract will be subject to immediate termination.

8. Immigration: 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.

9. Non-Employees: COGS agrees that neither the lifeguards nor COGS, or any of its agents or employees, will be entitled to any benefits of the Lodge by virtue of this Agreement.

10. Non-Discrimination: COGS agrees to comply with all Federal and State laws, which prohibit discrimination on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status or disability.

11. Indemnification: COGS shall hold harmless and indemnify Valor Hospitality Partners LLC., the Lodge at the Gulf State Park, and any and all of their agents or employees, from any and all liabilities or damages of any nature, arising out of any injury, death, property damage or other claims and demands of any nature arising pursuant to this Agreement.

All questions and/or operational changes must be submitted to the Regional Director and General Manager and Battalion Chief Melvin Shepard for approval.

If this agreement is approved, please sign below.

Robert Craft, Mayor

Date _____

Valor Hospitality Partners LLC

Date _____

Mr. William Bennett, Regional Director and
General Manager
Valor Hospitality Partners LLC
c/o The Lodge at Gulf State Park, a Hilton Hotel
21196 East Beach Boulevard
Gulf Shores AL 36542