



STATE OF ALABAMA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

**Gulf State Park**  
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Gulf Shores, Alabama 36542  
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Kay Ivey  
GOVERNOR

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COMMISSIONER

Edward F. Poolos  
DEPUTY COMMISSIONER

Gregory M. Lein  
DIRECTOR

Robert W. Grant, Jr.  
ASSISTANT DIRECTOR

**Memorandum of Agreement**  
**between**  
**Alabama Department of Conservation and Natural Resources,**  
**Division of State Parks, Gulf State Park, and the City of Gulf Shores**  
**for Lifeguard Services in Gulf Shores, Alabama**

The City of Gulf Shores ("COGS") agrees to provide the Department of Conservation and Natural Resources, Division of State Parks, Gulf State Park ("GSP") with lifeguard services for the Gulf State Park Beach Pavilion for the 2021 season upon the following terms and conditions:

1. **Term:** This agreement will be effective from March 1, 2021 through December 31, 2021.
2. **Purpose:** To provide lifeguard services to GSP for the 2021 season.
3. **COGS agrees to provide at its cost:**
  - Uniforms.
  - Rescue equipment.
  - UTV.
  - Radios.
  - 3 USLA certified Lifeguards with excellent work ethic and customer service skills, accountability and communication skills and the ability to communicate with the park staff and managers.
  - Changing of surf condition flags daily at the GSP pier, pavilion and park road 2 beach access.
  - Two lifeguard towers at the Beach Pavilion to be placed by COGS in the best area for visibility and ease of access.
  - One roaming guard to patrol Gulf State Park Beach from the Orange Beach city limits (East end of GSP Beach) to the Royal Palms Condominium 561 East Beach Blvd. (West end of GSP Beach).
4. **Consideration:** Total amount of invoicing is not to exceed \$28,000, unless otherwise agreed on by the parties in writing. Lifeguards will be paid at \$14.67 per hour and invoices will be submitted to GSP Superintendent for payment every two weeks (at the end of the COGS pay period).

**5. Additional provisions:**

- Orientation with all lifeguards by GSP Superintendent will be required to go over park policies and procedures and to familiarize lifeguards with information needed by GSP 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 GSP Superintendent, on behalf of GSP, 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. No Debt of State:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

**8. Dispute Resolution:** In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should the effort fail, and the dispute involves the payment of money, COGS' sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

**9. 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.

**10. 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.

**11. 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 state merit system by virtue of this Agreement. By entering into this Agreement, COGS is not an agent of GSP, its officers, employees, agents, or assigns by virtue of this Agreement. COGS is an independent entity from GSP and nothing in this Agreement creates an agency relationship between the parties.

12. **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.

13. **Indemnification:** COGS shall hold harmless and indemnify the State of Alabama, Department of Conservation and Natural Resources, and the State Parks Division, 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.

\_\_\_\_\_  
Robert Craft, Mayor

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

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

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

The Department of Conservation and Natural Resources does not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.