

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, 2021 celebrations 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, 2021, 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 Pier by the Gul State Park Superintendent and a representative from **COGS** prior to the fireworks and at a mutually agreed upon time the next morning after the show.
4. **COGS** agree to provide, solely at its own expense, 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 for property damage and \$2,000,000 in the aggregate 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 acknowledges that **GSP** retains the right to determine the uses and management of the Gulf State Park Pier.
10. **COGS** also understands and agrees that the Gulf State Pier was damaged during Hurricane Sally and is undergoing repairs. COGS, its employees, agents, contractors,

vendors, and their employees will abide by any safety instructions provided by the Gulf State Park Superintendent or his designee related to the ongoing repairs at Gulf State Pier.

11. **COGS** agrees to conform to all federal, state, or local laws, regulations or ordinances related to activities contemplated herein.
12. **COGS** understands that any information furnished to the **GSP** under this instrument is subject to records requests under Ala. Code § 36-12-40 (1975).
13. 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.
14. The parties agree that this agreement may be terminated in whole, or in part, at any time before the date of expiration.
15. **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.
16. To the extent permitted by law, **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.
17. **Governing Law and Choice of Forum.** It is expressly agreed and stipulated by the Parties that this Agreement shall be deemed to have been made and to be performable in the State of Alabama. All questions concerning the validity, interpretation, or performance of any of its terms or provisions, or of any rights or obligations of the Parties hereto, shall be governed by and resolved in accordance with the laws of said State.
18. **Not an Agent of the State.** By entering into this Agreement, COGS is not an agent of the state, its officers, employees, agents or assigns. Nothing in this agreement creates an agency relationship between the parties.
19. **Discrimination.** COGS agrees to comply with all Federal and State laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.
20. **Boycott.** In compliance with Act 2016-312, COGS hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
21. **Not a Debt of the 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 Memorandum shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

22. 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 _____, 2021.

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

By: _____
Its:

By: _____
Its:

CITY OF GULF SHORES, ALABAMA:

ATTEST:

By: _____
Robert Craft, Mayor

By: _____
Wanda Parris, City Clerk