

*Sponsor: Mayor Betterton*

**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA**, that the attached Agreement between the City of Florence and Bubba's Marine Construction, LLC, to provide a barge to be used for a firework display at the Spirit of Freedom Celebration in McFarland Park on July 4, 2025, is hereby approved, ratified and confirmed.

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA**, THAT THE PROPER OFFICIALS OF THE City are authorized to execute the said Agreement.

**ADOPTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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**CITY COUNCIL**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_

**MAYOR**

**ADOPTED & APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_

**CITY CLERK**

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

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AGREEMENT

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This Agreement is made the \_\_\_\_\_ day of April, 2025, by and between **BUBBA'S MARINE CONSTRUCTION, LLC**, a limited liability company organized and existing under the laws of the State of Alabama, and **GILBERT F. DOSS, III** (collectively hereinafter "First Party"), on the one hand, and **THE CITY OF FLORENCE, ALABAMA**, a municipal corporation (hereinafter "Second Party"), on the other hand.

In consideration of the mutual promises and undertakings set forth herein, the receipt of said consideration being acknowledged, the parties hereby agree as follows:

1. First Party shall provide a barge or barges to be used for purposes of a fireworks display at the Spirit of Freedom Celebration event to be held on July 4, 2025, at McFarland Park. Said barge or barges and tugboat shall be transported to and from McFarland Park by a separate contractor not a party hereto.
2. Second Party shall hold First Party harmless with respect to any and all claims arising from, and any and all liability as a result of, providing the barge or barges referenced in the preceding paragraph.
3. If the small barge is used for the aforementioned event, Second Party will reimburse First Party for the expenses of putting the small barge into service as well as the cost of insurance incurred with respect to the same, up to the total sum of **THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00)**.
4. It is expressly understood that this agreement is entered into solely for the mutual benefit of the parties hereto and that no benefits, rights, duties, or obligations are intended or created by this Agreement as to any third party not a signatory hereto.
5. This Agreement may be executed in counterparts. A copy hereof shall be as valid as the original.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year first above written.

***BUBBA'S MARINE CONSTRUCTION, LLC***

By: \_\_\_\_\_  
Gilbert F. Doss, III  
Its: Member-Manager

***GILBERT F. DOSS, III***

By: \_\_\_\_\_  
Gilbert F. Doss, III

***CITY OF FLORENCE, ALABAMA***

By: \_\_\_\_\_  
Andrew Betterton  
Its: Mayor