

**RESOLUTION 2023-02**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO  
AGREEMENT WITH MOBILE BAYKEEPER TO CONDUCT  
BACTERIOLOGICAL TESTING**

**WHEREAS**, the Town of Magnolia Springs encourages residents and visitors to enjoy and utilize the Magnolia River;

**WHEREAS**, the Town of Magnolia Springs is agreeable to contract with Mobile Baykeeper to conduct bacteriological testing and report the results of that testing to the public by testing the water at two sites (Cold Hole and Bemis Bay);

**WHEREAS**, the Town of Magnolia Springs goal is to help community members make informed decisions regarding swimming and playing in the Magnolia River to protect their health and that of their families;

**WHEREAS**, Mobile Baykeeper agrees to collect forty-two (42) samples at the Cold Hole and forty-two (42) samples at the Bemis Bay locations, totaling eighty-four (84) samples;


**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MAGNOLIA SPRINGS, ALABAMA AS FOLLOWS:**


The Mayor is hereby authorized to execute on behalf of the Town of Magnolia Springs an agreement with Mobile Baykeeper to conduct bacteriological testing of the Magnolia River at Cold Hole and Bemis Bay from April 1-September 20, 2023. Payment for said services as provided in the agreement shall not exceed **\$4,000.00** and the agreement shall take effect upon execution. A true and correct copy of the agreement the Mayor is authorized to execute is attached to this Resolution as Exhibit "A".

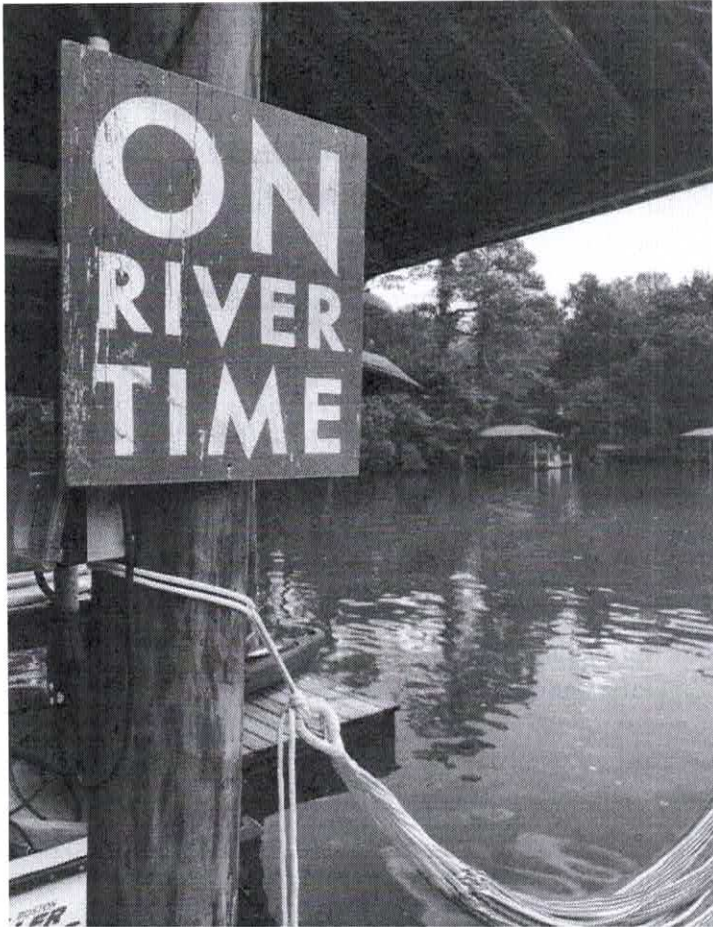
**ADOPTED AND APPROVED on this 24th day of January 2023.**

**ATTEST:**

  
\_\_\_\_\_  
**Kim Koniar, Mayor**

  
\_\_\_\_\_  
**Hannah Driskell, Town Clerk**





# SWIM SPONSORSHIP AGREEMENT 2023

Created for the Town of Magnolia Springs

## SUMMARY

Magnolia Springs is committed to protecting the safety and quality of life of its citizens and the health of its River. Therefore, the town leadership has decided to sponsor testing of the Magnolia River to be conducted by Mobile Baykeeper. Mobile Baykeeper will test for bacteria and publicly report results so that citizens can make informed decisions on when and where to swim, fish, and play.



We will do our best to fulfill your needs and meet your goals, however, it is always helpful write down a few simple things to ensure we both know who will do what and what to do if something goes wrong. We are excited to work with you and build a partnership that works well for both parties. Things may go awry, but we are committed to letting you know immediately if we see problems and ask you to do the same.

### Introduction

In short, the Town of Magnolia Springs, is providing financial support to Mobile Baykeeper, located at 450C Government St., Mobile, AL, 36602, to conduct bacteriological testing and report results of that testing to the public. Our goal is to help community members make informed decisions regarding swimming and playing in the Magnolia River to protect their health and that of their families. The testing will follow the SWIM Sponsorship Plan.

### What Do Both Parties Agree To Do?

As a sponsor of the SWIM program you have the power and ability to enter into this contract on behalf of the Town of Magnolia Springs. You agree to pay **\$4,000.00** as listed below to Mobile Baykeeper for services provided under this contract, specifically SWIM testing at two sites (**Cold Hole and Bemis Bay**) on the Magnolia River and associated outreach. Mobile Baykeeper has the experience and ability to perform testing, reporting, and other services as outlined herein and in the attached documents. We will carry out our responsibilities in a professional and timely manner.

### Open Data

Mobile Baykeeper is a non-profit environmental advocate who works to provide citizens a means to protect the beauty, health, and heritage of the Mobile Bay Watershed and our coastal communities. Since the data collected during SWIM testing for Magnolia Springs may be important to many different groups and citizens we want to make sure it stays open and accessible to the public. Therefore, it's important to know the following:

- While you are sponsoring this testing, data collected will be open and available to the public.
- All data collected will remain the property of Mobile Baykeeper.
- Magnolia Springs will be featured prominently on the SWIM page, SWIM e-newsletters, and social media posts regarding SWIM as a sponsor.
- We will always do our best to accommodate your needs regarding testing site(s) and dates, however we reserve the right to make decisions that protect the quality of the data, the safety of our team in case of bad weather or other inclement conditions, and ensure data is optimally beneficial to swimmers and recreators in the River.
- We promise to make the data available to you immediately after test results are received.

### Agreement Breakdown

A summary of details of the agreement are outlined below and in Table 1. Background information is included in Attachment A.

#### **Testing & Reporting – 42 Total Samples at each of two sites (Total of 84 samples)**


- Twenty-six (26) samples collected weekly from April 1 – September 30, 2023.
- Ten (10) additional sampling events selected by the Town of Magnolia Springs in conjunction with Mobile Baykeeper as detailed below.

- Three (3) to be conducted during popular swimming times: prior to 4<sup>th</sup> of July and Labor Day, or other dates as requested by the Town of Magnolia Springs.
- Seven (7) samples for conducting re-tests if high levels of bacteria are found.
- Six (6) samples taken once monthly October – March.
- Results are posted to social media, the Swim Guide App, and emailed to nearly 1,300 Mobile Baykeeper SWIM e-newsletter subscribers ASAP after being processed (typically ~26 hours after sample collection).

### Sponsor Benefits

- As a sponsor of more than one SWIM site, you will receive a multi-site discount.
- SWIM site is named after business and featured in a variety of different media outlets.
- Sponsors are credited with enabling the monitoring of their site in any Mobile Baykeeper media referring to the site.
- Sponsors are mentioned in all social media posts regarding their SWIM site.
- Business name/logo with hyperlink featured on Mobile Baykeeper Bay Waves e-newsletter distributed monthly to more than 8,000 subscribers, Mobile Baykeeper’s website, Swim Guide website, and email list.

Table 1 – SWIM Sponsorship table outlining benefits sponsor receives depending on sponsorship type.

SWIM Sponsor Benefits Table					
	Corporate Sponsor \$4,000	Non-Profit Sponsor \$3,000/\$1,500		Individual Sponsor \$2,750/\$1,000	
	\$4,000 Baykeeper	\$3,000 Baykeeper	\$1,500 Volunteer	\$2,750 Baykeeper	\$1,000 Volunteer
<b>Publicity Benefits</b>					
Recognition on SWIM webpage with business details.	X	X	Name listed no details	Name listed no details	Name listed no details
SWIM site named after business and featured in social media, other outlets.	X	X			
Sponsors mentioned, thanked, and credited in Mobile Baykeeper press releases referring to site/SWIM program.	X	X			
Business name mentioned in social media posts related to sponsors' site.	X	X			
Business name featured on any signage associated with SWIM at site.	X	X			
Business name with hyperlink to business page featured in Mobile Baykeeper e-newsletter distributed to more than 7,000 subscribers and in weekly SWIM Guide alerts distributed to nearly 1,000 subscribers.	X	X			
Business name & hyperlink included in SWIM app banner for sponsors' site	X	X			
<b>Sampling Benefits</b>					
26 weekly samples during swim season; +3 extra samples during high-visibility holiday periods	X	X	X	X	X
6 sampling events monthly from Oct-March					
7 additional sampling events (retests, events, etc)	X	X	X	X	X
Retest if high bacteria present	X	X	X	X	X
Comprehensive training for volunteers		X		X	
Additional metrics sampled (temperature, pH, turbidity, ORP, total dissolved solids, and optical brighteners)	X	X		X	
Results Published to Website, Facebook, Swim Guide App, Water Rangers App	X	X	X	X	X
Explain and interpret test results	X	X	X	X	X
<b>Other Benefits</b>					
Mobile Baykeeper gear package (2 t-shirts, huggers/coozies, pens, and pencils)	X	X		X	
Phone call or text with results	X	X		X	



## Timeline

Here's our anticipated timeline. We can't guarantee that each one of these activities will take place following this exact timeline; however, we will always do our best to fulfill the schedule. Factors that may change this timeline include but are not limited to inclement weather, data QA/QC requirements, and sponsor-requested changes.

April 6	Regular weekly testing – Results posted ~ 24 hours later
April 13	Regular weekly testing – Results posted ~ 24 hours later
April 20	Regular weekly testing – Results posted ~ 24 hours later
April 27	Regular weekly testing – Results posted ~ 24 hours later
May 4	Regular weekly testing – Results posted ~ 24 hours later
May 11	Regular weekly testing – Results posted ~ 24 hours later
May 18	Regular weekly testing – Results posted ~ 24 hours later
May 25	Regular weekly testing – Results posted ~ 24 hours later
*May 26	*Special holiday testing – Results available ~ 24 hours later
June 1	Regular weekly testing – Results posted ~ 24 hours later
June 8	Regular weekly testing – Results posted ~ 24 hours later
June 15	Regular weekly testing – Results posted ~ 24 hours later
June 22	Regular weekly testing – Results posted ~ 24 hours later
June 29	Regular weekly testing – Results posted ~ 24 hours later
*June 30	*Special holiday testing – Results available ~ 24 hours later
July 6	Regular weekly testing – Results posted ~ 24 hours later
July 13	Regular weekly testing – Results posted ~ 24 hours later
July 20	Regular weekly testing – Results posted ~ 24 hours later
July 27	Regular weekly testing – Results posted ~ 24 hours later
August 3	Regular weekly testing – Results posted ~ 24 hours later

	hours later
August 10	Regular weekly testing – Results posted ~ 24 hours later
August 17	Regular weekly testing – Results posted ~ 24 hours later
August 24	Regular weekly testing – Results posted ~ 24 hours later
August 31	Regular weekly testing – Results posted ~ 24 hours later
*September 1	*Special holiday testing – Results available ~ 24 hours later
September 7	Regular weekly testing – Results posted ~ 24 hours later
September 14	Regular weekly testing – Results posted ~ 24 hours later
September 21	Regular weekly testing – Results posted ~ 24 hours later
September 28	Regular weekly testing – Results posted ~ 24 hours later
October (Date TBD)	Regular monthly testing
November (Date TBD)	Regular monthly testing
December (Date TBD)	Regular monthly testing
January (Date TBD)	Regular monthly testing
February (Date TBD)	Regular monthly testing
March (Date TBD)	Regular monthly testing

### Legal

As a sponsor of Mobile Baykeeper's SWIM program, your requested waterways will undergo water quality testing to indicate if the area meets the EPA's threshold for swimming based on the most probable number of bacteria indicated by IDEXX Enterolert testing. Our testing assessments are compared to the [2012 EPA Recreational Water Quality Criteria](#)<sup>1</sup> that the EPA and many states use to make risk management decisions for beaches and swimming areas. Mobile Baykeeper stands behind the results of our testing, but those tests only indicate specific results of the bacteria tested at a particular location, time and under the particular conditions that were present during testing.

The results from our water quality testing do not definitively indicate at any point the water is clean or safe beyond the parameters that are within the water quality testing we provide. Mobile Baykeeper cannot represent the absence of Enterococcus or other pollutants at any other location or in the nearby vicinity. The terms "safe" and "unsafe" are represented by the EPA's regulatory standards and are not intended to reflect environmental factors such as: weather, wind, waves, etc. or other water quality parameters. When swimming in a monitored area, always swim at your own risk. Mobile Baykeeper is not liable to any harm caused to swimmers. No swimming conditions can be

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<sup>1</sup> USEPA. *Recreational Water Quality Criteria*. Office of Water, United States Environmental Protection Agency: Washington, D.C., USA, 2012.

predetermined as completely risk free; it is not practical to conclude that swimming in any open waterway is free from all safety risks. Uncertainty of water quality at any given moment is an inherent part of swimming anywhere – this includes the possibility of adverse bacteria, pathogens, or conditions. We can't guarantee that every test will always be error-free and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation, even if you have advised us of the possibilities of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

You cannot transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Please sign below and keep a copy for your records.

  
\_\_\_\_\_  
Mayor Kim Koniar  
Magnolia Springs

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William Strickland  
Executive Director, Mobile Baykeeper