

Rain Gauge Partner MOA MEMORANDUM OF AGREEMENT

between the

**LOUISVILLE AND JEFFERSON COUNTY
METROPOLITAN SEWER DISTRICT**

and

**Jefferson County Public Schools
-- Dunn Elementary School**
pertaining to:

Rain Gauge Installation/Partnership Agreement

WITNESSETH:

THIS Rain Gauge Partner MOA Memorandum of Agreement (this "Agreement"), is made and entered into between the Louisville and Jefferson County Metropolitan Sewer District (hereinafter referred to as "MSD") and Board of Education of Jefferson County, Kentucky, a public body corporate and a political subdivision of the Commonwealth of Kentucky ("JCPS");

WHEREAS, MSD is a public body corporate and public body corporate organized pursuant to KRS Chapter 76 of the Kentucky Revised Statutes, whose address is 700 West Liberty Street, Louisville, Kentucky whose primary responsibility is the regulation of public and private sewers and stormwater facilities and the discharge of waste and waters into the sewer system;

WHEREAS, JCPS is a public educational institution, providing students with primary and secondary education in Jefferson County, Kentucky;

WHEREAS, MSD as part of MSD's mission to improve water quality and protect public safety, MSD is responsible for sanitary sewer conveyance and treatment; storm water conveyance and management and flood protection for Louisville Metro. MSD maintains six regional wastewater treatment centers; 3,300 miles of sanitary and combined sewer; over 4,000 miles of storm sewer, creeks and channels; and, the community flood protection system;

WHEREAS, Louisville Metropolitan Sewer District (MSD) actively operates eighteen rain gauges to record rainfall intensity and duration in Jefferson County. Because sewer overflows regularly correspond to rain events, tracking an accurate distribution of rainfall is critical to understanding the sewer system's wet weather response and mitigating Louisville's sewer overflow problems. MSD's network also serves as a powerful educational and weather tool for the community by offering real-time rain data to the news networks and via our website;

WHEREAS, MSD is expanding its rain gauge network within and around Jefferson County. Adding gauges in strategic locations will improve sewer system operations, resulting in environmental and public health benefits for our community;

WHEREAS, in order to effectuate the implementation of this program, MSD needs to partner with private property owners and/or business to install new rain gauges;

WHEREAS, MSD to provide a comprehensive network of rain gauges throughout Jefferson County, it will be necessary to install a new rain gauge in the vicinity of the City/Ohio River watershed; and

WHEREAS, JCPS owns and controls Dunn Elementary School which would be a suitable location for the installation of a rain gauge. Attached hereto and incorporated herein as Exhibit 1 is a property map which shows the proposed rain gauge location.

NOW THEREFORE, in order to effectuate the installation of the rain gauge, the parties agree as follows:

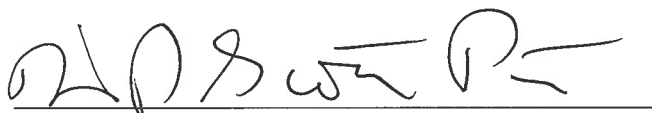
1. **PARTIES:** The parties to this agreement are MSD and JCPS.
2. **SCOPE OF SERVICES:** The installation will consist of a 10-foot tall post with a metal instrument panel and tipping bucket rain gauge which will use telemetry to update rainfall conditions in 5-minute increments. The equipment is completely automated, but there will be a need to access the rain gauge for routine maintenance activities. To power the instrument, the electricity usage is nominal, averaging 6.6kWh per month (approximately \$0.61 per month). As an incentive for installation and electric access, MSD shall pay \$500 to JCPS within fifteen (15) business days of the effective date of this Agreement. Plans call for the gauge to be operated indefinitely, but all equipment can and will be removed promptly by MSD upon request by JCPS. JCPS agrees to allow MSD personnel reasonable access to this gauge for all times that this Agreement remains in effect.
3. **COST and PAYMENT:** \$500 will be the specific cost of JCPS' commitment to let MSD install a rain gauge at the location shown in Exhibit One.
4. **PERIOD OF PERFORMANCE:** The effective date of this Agreement begins on the date of final approval of this Agreement by JCPS and will continue indefinitely until terminated while being monitoring by MSD twice monthly.
5. **CAUSES AND TERMINATION:** Either party may terminate this contract without cause after thirty (30) days written notice or for cause at any time.
6. **ASSURANCES AND REPORTING REQUIREMENTS:** MSD will be responsible for the maintenance and custody of the project records pertaining to the installation and operation of the rain gauge and will make these records available to JCPS upon request.
7. **SUCCESSORS AND ASSIGNS:** This Agreement shall inure to the benefit of and shall be binding on the Parties hereto and their successors, grantees, and assigns.

8. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter herein, and may only be amended or modified in writing signed by the Parties hereto.

9. **GOVERNING LAW/ENFORCEABILITY:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event any provision is determined to be invalid or unenforceable, the same shall not impair the validity or enforceability of the remainder of the Agreement.

IN TESTIMONY WHEREOF, witness the signatures of the Parties hereto, each by its proper officer duly authorized, JCPS agrees to allow the installation of an MSD rain gauge at the Dunn Elementary School property for an indefinite amount of time (subject to JCPS' right to terminate set forth herein) and to grant reasonable access to MSD personnel for regular maintenance and operations activities subject to the terms set forth herein.

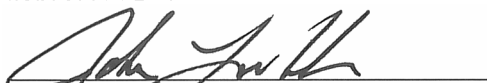
RECOMMENDED FOR APPROVAL BY:



Douglas Scott Porter, Environmental Attorney
Louisville and Jefferson County MSD

9-29-15
Date

APPROVED BY:



John Loechle
Engineering Director, MSD

9/24/15
Date



Angela Akridge
Chief Engineer, MSD

10/5/15
Date

Dr. Donna M Hargens, JCPS
Superintendent

Date

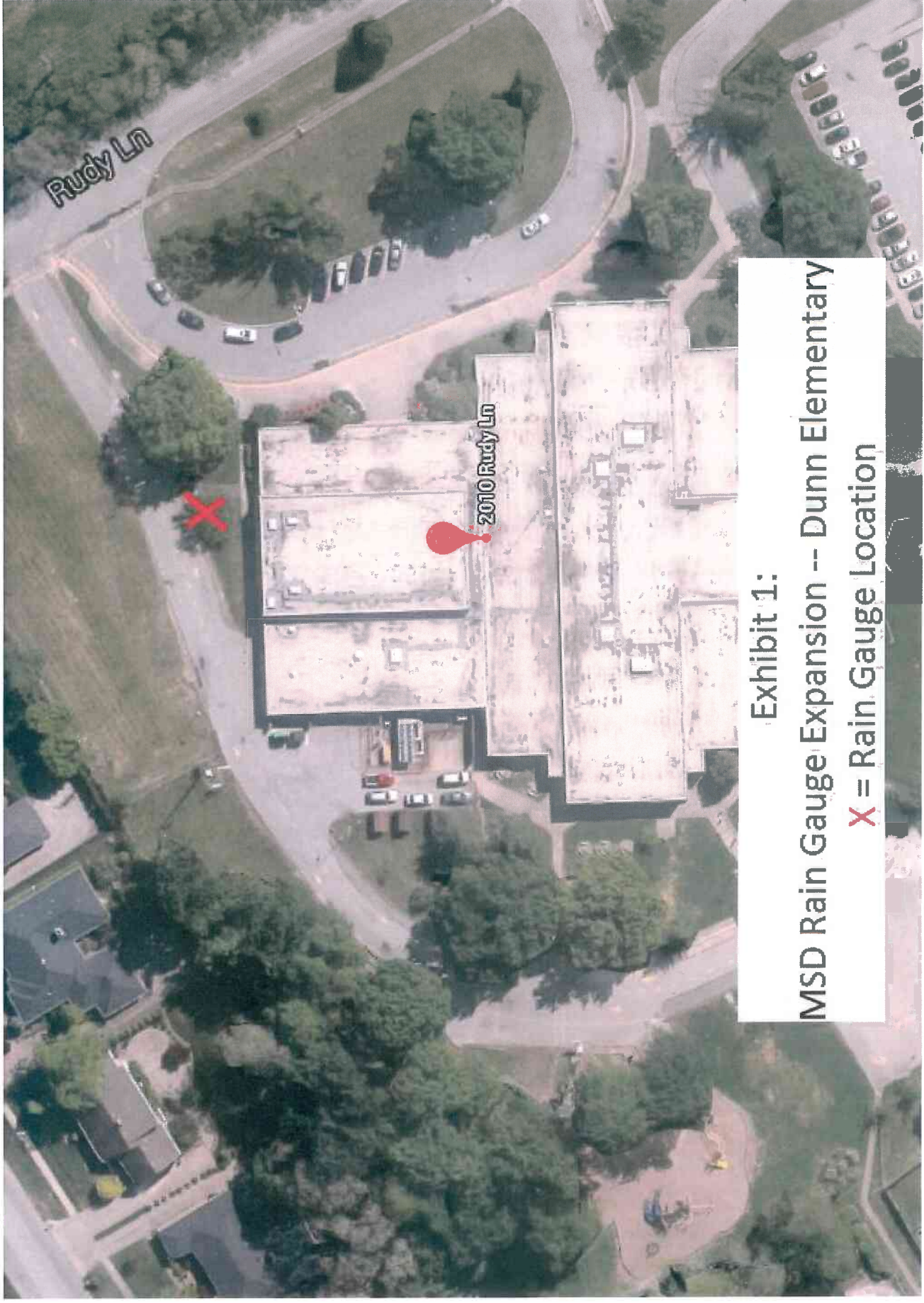


Exhibit 1:
MSD Rain Gauge Expansion -- Dunn Elementary
X = Rain Gauge Location