

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2023-117**

**A RESOLUTION AUTHORIZING SIGNATURE OF A MEMORANDUM OF
UNDERSTANDING (MOU) BETWEEN MADISON COUNTY UTILITIES DISTRICT
(MCUD) AND MADISON COUNTY (COUNTY) IN REFERENCE TO FIBER OPTIC
DEPLOYMENT AND MAINTENANCE FOR PUBLIC SAFETY COMMUNICATIONS**

WHEREAS, the COUNTY will be enhancing emergency services communication by deploying fiber optic cable using the CRALEY Atlantis Hydrotec solution; and

WHEREAS, the COUNTY and MCUD desire to sign a MOU relating to the deployment and maintenance of the fiber optic cable with the MOU attached herein; and

WHEREAS, all parties agree that the deployment of fiber optic cable using the CRALEY Atlantis Hydrotec method is in the best interest of all citizens of Madison County, allows for improved first responders' communication, and provides for the most economical fiber optic deployment;

**NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY
APPROVE TO ENTER INTO THIS MEMORANDUM OF UNDERSTANDING AND
AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO NEGOTIATE
AND EXECUTE THE SAME ON BEHALF OF THE COUNTY.**

Motion made by Combs, seconded by Lochmueller.

Vote:

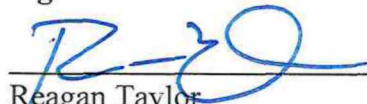
Yes

No

Judge Executive Reagan Taylor
Magistrate James Brian Combs
Magistrate Stephen Lochmueller
Magistrate Billy Ray Hughes
Magistrate Tom Botkin

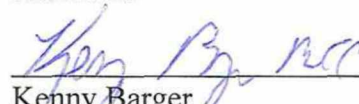
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<u>AB</u>	<u> </u>
<u>✓</u>	<u> </u>

Signed:


Reagan Taylor
Madison County Judge Executive

9-26-2023
Date

Attested:


Kenny Barger
Madison County Clerk

9-26-2023
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MADISON COUNTY, KENTUCKY (COUNTY)
AND
MADISON COUNTY UTILITIES DISTRICT (MCUD)**

SUBJECT: FIBER OPTIC DEPLOYMENT AND MAINTENANCE

- 1. COMMITMENT:** The COUNTY asks for support and commitment from MCUD through the time that Chemical Stockpile Preparedness Program (CSEPP) reaches its official closure in Madison County, Kentucky. The fiber optic cable being deployed is an essential asset for the CSEPP mission and for first responders across Madison County, Kentucky. At the closure of the CSEP Program both parties will conduct a review of the data from evaluations of the usefulness and maintenance of the program to determine if there is a desire to continue with future deployments.
- 2. EVALUATION:** COUNTY will provide MCUD with a yearly evaluation of the operation of the fiber optic line located in MCUD infrastructure. The yearly evaluation will provide data to help understand the impact and successes of the deployment which will be necessary to help determine future expansion and ongoing maintenance needs. The yearly evaluation shall consist of the following:
 - 2.1. Documenting any line breaks containing fiber and the outcome of the work (for example fiber was fine or the fiber had to be replaced).
 - 2.2. Documenting any work orders related to a water line leak fiber deployed in it and the outcome of the work (for example, fiber was fine, fiber had to be replaced).
 - 2.3. All MCUD work orders related to water lines with fiber and the impact to both should be compiled.
 - 2.4. A compiled list of inspections that were completed during the period with the findings.
- 3. DEPLOYMENT:** The COUNTY will be responsible for all cost associated with the deployment of the fiber optic cable; including all CRALEY fittings and supplies, saddles, vaults, fiber optic cable, additional conduit and all cost associated with water sampling and water loss and testing. All aspects of the deployment will be completed under the guidance of MCUD Employees and under the mutually agreed upon expectations as follows:
 - 3.1. In conjunction with MCUD a schedule will be created for planned deployment. In the event of a change to the planned deployment, COUNTY will coordinate with MCUD Management.

- 3.2. COUNTY and MCUD will notify property owners in advance of work being done in the easements. MCUD may invoice the COUNTY for actual cost incurred.
- 3.3. On deployment days MCUD Management will be contacted prior to work commencing to discuss the day's work plan with the COUNTY deployment crew.
- 3.4. MCUD is responsible for closing and opening valves and providing other services related to the deployment.
- 3.5. In the event of a service interruption or a boil water notice needs to be completed, MCUD will complete this in accordance with their standard operating procedures for notifications and boil water notices per the Kentucky Division of Water Requirements. MCUD may invoice the COUNTY at actual cost for any cost incurred with the interruption or boil water notices pertaining to the deployment of the fiber optic system.
- 3.6. COUNTY will manage all Public Relations pertaining to drafting letters to customers, social media postings, media inquiries, generating a Frequently Asked Questions sheet for COUNTY and MCUD Employees to reference while answering questions from the public about the fiber optic deployment. All communication to MCUD customers shall come from official MCUD letterhead or accounts. MCUD may choose to bill the COUNTY for actual cost incurred for notices sent to customers.
- 3.7. All ground areas disturbed by deployment will be returned to their original condition at the cost of the COUNTY. Original condition is defined as restoring the areas with rock, fill dirt, grass seed, and straw as needed. The COUNTY's contract with any 3rd party that performs digging shall include a warranty period to ensure grassy areas in fact are back to their original condition. If the area is not back to the original condition the COUNTY's Contractor shall remediate the issue at the Contractors cost.
- 3.8. All cost associated with a water line break during the deployment phase caused directly by the COUNTY or its contractors either by digging or an error in the installation of the CRALEY product and any leaks or repairs necessary because of Craley fittings, valves or product during the life of the project will be covered by the COUNTY and the COUNTY will ensure the return of the water line to a pre-deployment state. MCUD shall perform the work or contract a firm to complete the repair and then invoice the COUNTY for the cost of the repair.
- 3.9. COUNTY will reimburse MCUD for labor and equipment required for the deployment. COUNTY is willing to reimburse MCUD at the actual cost of labor and an agreed upon rate for equipment. It is anticipated by the parties that this cost shall not exceed \$42,000.00 for the project but COUNTY agrees to pay MCUD whatever the actual cost is as required by the Kentucky Public Service Commission. MCUD shall complete the required COUNTY work log to receive reimbursement. MCUD shall complete the required COUNTY work log to receive reimbursement. Invoices shall be submitted by MCUD monthly.

3.10. MCUD will invoice COUNTY and COUNTY will reimburse MCUD for all costs and fees associated with securing, preparing and filing of easements that become necessary as a result of the deployment of fiber. The COUNTY shall be notified before the preparation of the easements of where the easement is located and the property owner that is involved.

4. INSTALLATION: The COUNTY and its contractors will be following the CRALEY specific instructions for the installation of the CRALEY product. The basic process of installation is mutually agreed upon with the expectations as follows:

4.1. COUNTY'S Contractor shall contact 811 under the state regulations to have all utilities marked in the areas of deployment.

4.2. COUNTY'S Contractor will expose the water line at the predetermined locations by pulling dirt with the backhoe across the water line, not in line. Any dirt removed will be used as backfill or will be removed from the site by the COUNTY'S Contractor.

4.3. COUNTY'S Contractor will expose approximately a 5-foot by 5-foot area around the water line at both valves. The exposed water line will be supported with cribbing underneath the pipe as the line is prepped for deployment. After installation of the tapping sleeve #9 rock will be placed under the exposed pipe to secure the pipe.

4.4. COUNTY'S Contractor will install the Ford Meter Box Tapping Sleeves with the following Part numbers: FFTSS13204 for a 12-inch water line, a FFTSS1104 for a 10-inch water line and a FFTSS9054 for an 8-inch line. The Tapping Sleeves will be installed per manufacturer specifications and under the Division of Water regulations.

4.5. COUNTY's Contractor will install a temporary tapping gate valve on the tapping sleeve to stay in place until the Craley final fittings are installed.

4.6. COUNTY'S Contractor will place a 36x36x36 communication vault on top of each valve and CRALEY fitting. The communications chamber is EN124 Class D400 or better that is rated for pavement and grassy areas with slow traffic. The top of the vault shall be level with the final grade at the completion of the installation.

4.7. To deploy the fiber MCUD will drop pressure on the determined links and the CRALEY fittings will be installed per the manufacturer specifications and the insertion of the CRALEY messenger pipe will be completed COUNTY'S Contractor.

4.8. COUNTY'S Contractor will follow all Division of Water guidelines on tapping lines and work with MCUD for any areas that may need to have a boil water advisory.

4.9. MCUD will take the appropriate steps for boil water sampling per MCUD policy. MCUD may invoice the COUNTY for actual cost associated with the sampling of water to lift a boil water advisory related to the deployment of the fiber optic system.

5. **SAFETY:** During deployment, installation, and maintenance the COUNTY will follow all OSHA guidelines regarding the safety and security of everyone in the work area as well as the safety of the citizens of Madison County.

5.1. In the event a water line is exposed or a hole that has been dug as part of deployment has not been restored to the original condition the COUNTY will follow OSHA guidelines to secure the area for the safety of everyone.

6. **INDEMNITY CLAUSE:** COUNTY agrees to indemnify and hold MCUD harmless from all claims and damages resulting from the implementation and maintenance of fiber optic line in MCUD water lines including but not limited to attorney fees and costs of litigation and judgment or damages assessed or granted against MCUD including any claims or damages resulting from the product supplied by the manufacturer of the deployment system.

COUNTY agrees to indemnify and hold MCUD harmless from breakage of a fiber optic line deployed in the MCUD system which may result in service interruptions and from the daily operation or repair of the MCUD water system. COUNTY shall not be responsible for the negligent acts of MCUD that result in loss to MCUD.

7. **MAINTENANCE:** COUNTY will remain responsible for the integrity of the fiber optic cable, CRALEY fittings and communication chambers for the lifetime of deployment, if the COUNTY wishes to abandon the fiber optic cable the COUNTY will return to the MCUD Board of Directors to negotiate the details for abandonment. Maintenance is mutually agreed upon with the expectations as follows:

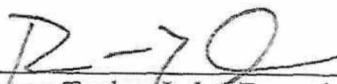
7.1. Maintenance begins on the day successful full-time transmission of data is completed, until this day the line remains in the deployment status, the line and its protections fall under the mutually agreed upon deployment process.

7.2. During the maintenance period, if a water line is broken that contains a fiber optic deployment MCUD will respond to the incident and determine the type of fix that will need to take place. If it is determined that the fiber must be removed to repair the water line, MCUD will contact the COUNTY and an employee will be dispatched to the area of the break, the COUNTY employee shall be on site within one hour of receiving the call. MCUD shall contact the Madison County Chief Information Officer for official notice and to start the one-hour dispatch time.

7.3. Both parties agree that if the COUNTY fails to respond to the site of maintenance inside the agreed upon time frame that MCUD may invoice the COUNTY for any idle time of personnel and equipment at the actual cost of the employee/employees deployed on site and the actual cost of any equipment on site.

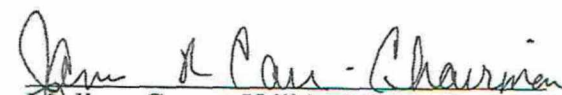
- 7.4. COUNTY will advise in conjunction with MCUD if the fiber must be removed from the water line to enable correction by MCUD. If the fix is to only patch the line, then the fiber optic cable will not need to be removed.
- 7.5. If a section of the line must be replaced, COUNTY will pull the fiber optic cable out of the water line at the closest speed loop and will then prep for re-deployment as soon as the water line is ready. Returning the water service back to operational as quickly as possible is the primary focus.
- 7.6. When possible, the COUNTY will re-deploy the fiber optic cable in conjunction with restoring water service to customers which will reduce the number of times the water service has to be turned on and off and will reduce the number of boil water advisories.
8. **INSPECTIONS:** MCUD request that the COUNTY perform inspections of each CRALEY fitting to make sure that no leaks are occurring from the fitting. Inspections shall begin when the Maintenance period begins and will be completed as defined in the MAINTENANCE Section of this MOU. Inspection schedules will be as follows:
- 8.1. CRALEY fittings shall be inspected and documented by the COUNTY every three (3) months from the start date of the official maintenance period for the first three hundred sixty-five days (365) from the official maintenance period start date, this will be defined as year one (1).
- 8.2. CRALEY fittings shall be inspected and documented by the COUNTY every six (6) months in year two of maintenance for three hundred sixty-five days (365), this will be defined as year two (2).
9. **WATER LOSS:** Both parties agree that water loss is expected to be minimal during the deployment. If MCUD Board of Directors determines that there is excessive water loss caused directly from the deployment, MCUD may invoice the COUNTY at the wholesale rate per gallon.

Madison County, Kentucky


Reagan Taylor, Judge Executive
Madison County Fiscal Court

9-26-2023
Date

Madison County Utilities District


John R. Carr - Chairman
Madison County Utilities District Representative

10-16-2023
Date