

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2021-XX**

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

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 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 MEMORANDIUM OF UNDERSTANDING AND AUTHORIZES THE JUDGE EXECUTIVE TO EXECUTE SAME ON BEHALF OF THE COUNTY.

Motion made by _____, seconded by _____.

Vote:	Yes	No
Judge Reagan Taylor	_____	_____
Magistrate Paul Reynolds	_____	_____
Magistrate John Tudor	_____	_____
Magistrate Roger Barger	_____	_____
Magistrate Tom Botkin	_____	_____

Signed:

Attested:

Reagan Taylor
Madison County Judge Executive

Kenny Barger
Madison County Clerk

**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 and 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 understand the impact and success of this deployment necessary to help determine future expansion and maintenance.
- 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 and additional conduit as needed. All aspects of the deployment will be completed under the guidance of MCUD Employees on site under the mutually agreed upon expectations as follows:

 - On deployment days a MCUD employee will be onsite each morning to discuss the day's work plan with the COUNTY deployment crew. A schedule will be provided to MCUD of planned deployment days at least one week prior. In the event of a change to the planned deployment dates, COUNTY will coordinate with MCUD Management.
 - Any digging near MCUD infrastructure shall not commence until an MCUD Employee has cleared the work plan for the day. Work plans will be verbally communicated to the MCUD Employee at the site or the day before. A daily work preplan will be submitted with the deployment schedule to give an overview of the work to be completed each day.
 - MCUD shall be onsite anytime a water value is shut or opened and all opening and shutting of water valves shall be completed by MCUD Employees only.
 - All water service interruptions and boil water notices shall be completed by MCUD according to their standard operating procedures for notifications and boil

water notices.

- COUNTY will assist in Public Relations pertaining to drafting letters to customers, social media posting, generating a Frequently Asked Questions sheet for COUNTY and MCUD Employees to reference while answering questions from the public.
 - During tapping and digging a MCUD Employee shall be present in the event of a line rupture or other situation where a MCUD Employee may be needed to assist the COUNTY in correcting an issue with the line.
 - All cost associated with a water line breach during deployment caused directly by the COUNTY either by digging or an error in the installation of the CRALEY product will be covered by the COUNTY and the COUNTY will ensure the return of the water line to a pre-deployment state.
 - All ground areas disturbed by deployment will be returned to the original condition at the cost of the COUNTY. Original condition is defined as restoring the areas with fill dirt, grass seed, straw.
 - During the deployment process if there is a water line breach in a line that has the CRALEY solution deployed, MCUD will contact the appropriate COUNTY officials. COUNTY officials and the appropriate employees will respond to the affected area to determine if the fiber needs to be remediated from the water line to allow for MCUD to return water service to its customers as efficiently as possible.
 - COUNTY agrees to reimburse MCUD for time on-site during deployment. COUNTY will reimburse MCUD at the rate of \$20.00 per hour for each man and a rate of \$22.64 per hour, per truck needed to carry out the deployment. MCUD shall complete the required COUNTY work log to receive reimbursement. Reimbursement shall be submitted by MCUD every two weeks with the COUNTY completing reimbursement within 45 days.
4. **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.
- 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.
5. **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.

6. INSTALLATION PROCESS: The COUNTY 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:

- COUNTY shall contact 811 under the state regulations to have all utilities marked in the areas of deployment.
- COUNTY will expose the water line at the predetermined locations by pulling dirt with the backhoe across the water line, not in line.
- COUNTY will support the exposed approximately 4 feet by 4 feet around the water line at both valves, support the exposed water line with #9 rock underneath the pipe as the line is prepped for deployment. The #9 rock will stay in place after the tapping sleeve is installed.
- COUNTY will dig an approximate 24”x24”x20” hole next to each valve and place a communications chamber. The communications chamber is EN124 Class D400 or better that is rated for pavement and grassy areas with slow traffic.
- COUNTY 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.
- After the Tapping Sleeves have been installed at each valve the CRALEY fittings will be installed per the manufacturer specifications and be prepped for the insertion of the CRALEY messenger pipe.
- MCUD Employee will shut the valve to control the water flow, COUNTY Employee will tap the water line and being to deploy the messenger pipe in the water line.
- MCUD Employee will open the valve to allow water flow, the water flow will carry the messenger pipe to the next exit point and the messenger pipe will be pulled out and ran to the communications vault.
- COUNTY will install a 6-inch PVC pipe from the communications chamber to the top of each CRALEY fitting to provide an inspection point of each fitting.
- Once the messenger pipe has been deployed from vault to vault the COUNTY will cover the water line to the top of the CRALEY fitting with #9 rock and the

remaining open space will be filled with clean fill dirt. In areas where the depth of the line does not allow for the fitting to be covered in #9 rock, clean fill dirt will be used to cover the remaining space. The site will be finalized, cleaned and grass seeded and strawed where applicable. Sod maybe used in locations where it best fits the need.

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:
- 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.
 - 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.
 - 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 at its discretion the COUNTY for idle time of personnel and equipment at the above stated rate of \$20.00 per hour per employee and \$22.64 per hour per truck.
 - 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.
 - 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.
 - The COUNTY will re-deploy the fiber optic cable in conjunction with restoring 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 with Maintenance period begins as defined in the MAINTENANCE Section of this MOU. Inspection schedules will be as follows:

- 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).
 - 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).
 - CRALEY fittings shall be inspected and documented by the COUNTY only a (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 will invoice the COUNTY at the whole sale rate per gallon.