

exchange specific elements of their respective fiber cable plants. Therefore, it is the purpose of the MOU to establish the terms and conditions for the Town and School System to equitably share and/or exchange defined elements of their respective (a.) fiber optic infrastructure systems, (b.) fiber optic infrastructure strategic planning, and (c.) fiber optic infrastructure engineering and administration expertise. The initial term of the MOU is for ten years and will be automatically extended for up to two additional five year terms with the ability to modify or terminate the agreement with notice. Amendments to the MOU will be created, as needed, to document and describe each instance of sharing or exchanging of fiber optic infrastructure resources.

The Town of Carrboro and the Chapel Hill Carrboro City Schools will have no ownership rights to the other organization's fiber optic infrastructure under this MOU or Amendments. Sharing and/or exchanging of fiber optic infrastructure, created under specific amendments, will be quid pro quo at no cost to either organization other than possible nominal splicing fees. Finally, the Town of Carrboro and the Chapel Hill Carrboro City Schools will use each other's fiber optic infrastructure only for network interconnections among their respective Town or School System owned buildings, facilities and assets to provide the benefits previously listed. No other uses are permitted unless previously authorized by mutual consent and agreement of the Town of Carrboro and the Chapel Hill Carrboro City Schools. The Memorandum of Understanding between the Town of Carrboro and the Chapel Hill Carrboro City Schools is Attachment A.

FISCAL & STAFF IMPACT: NONE

RECOMMENDATION: Staff recommend that the Board adopt the resolution in Attachment B.