

The Town of Carrboro and the University of North Carolina at Chapel Hill each utilize significant fiber optic infrastructure assets to interconnect their respective facilities, buildings and other interests. The Town of Carrboro and the University of North Carolina at Chapel Hill acknowledge that each entity would be able to enhance the scope, route diversity, redundancy and overall reliability of such connectivity through a structured and detailed process whereby the Town and University equitably, and by mutually beneficial means, share and/or 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 University 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 five 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 fiber optic infrastructure resources.

The Town of Carrboro and the University of North Carolina at Chapel Hill 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 that are typically under five hundred dollars total cost.

Finally, the Town of Carrboro and the University of North Carolina at Chapel Hill will use each other's fiber optic infrastructure only for network interconnections among their respective Town or University 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 University of North Carolina at Chapel Hill. The Memorandum of Understanding between the Town of Carrboro and the University of North Carolina at Chapel Hill is Attachment A.

FISCAL & STAFF IMPACT: None

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