



## Legislation Text

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**File #:** 14-0118, **Version:** 1

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### **TITLE:**

Request to Approve a Resolution Authorizing the Town Manager to Enter into a Memorandum of Understanding (MOU) and to Create Amendments as Needed between the Town of Carrboro and the Town of Chapel Hill for Fiber Optic Infrastructure Facilities Sharing and/or Exchange

**PURPOSE:** The purpose of the MOU and Amendments is to allow the Towns of Carrboro and Chapel Hill to interconnect portions of their respective existing fiber optic cable plant to facilitate network path redundancy and diversity, access to high speed and low cost internet access through MCNC, facilitate interconnection of regional fiber networks for inter-municipality emergency services communications and many other benefits.

**DEPARTMENT:** MO-IT

**CONTACT INFORMATION:** Andy Vogel, 919-918-7305

**INFORMATION:** The Towns of Carrboro and Chapel Hill jointly desire to formally recognize and maintain a mutually beneficial and collaborative environment surrounding the planning, engineering, deployment, documentation and maintenance of their respective fiber optic infrastructure resources.

The Towns of Carrboro and Chapel Hill each utilize significant fiber optic infrastructure assets to interconnect their respective facilities, buildings and other interests. The two Towns 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 two Towns 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 two Towns 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 Towns of Carrboro and Chapel Hill will have no ownership rights to the other Town'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 Town other than possible nominal splicing fees that are typically under five hundred dollars total cost.

Finally, the Towns will use each other's fiber optic infrastructure only for network interconnections among their respective Town 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 two Towns.

**FISCAL & STAFF IMPACT:** None

**RECOMMENDATION:** Staff recommend that the Board adopt the resolution in ATTACHMENT A.