

NORTH CAROLINA WAKE COUNTY

**MEMORANDUM OF AGREEMENT
Courtroom Cabling for Remote Proceedings**

THIS MEMORANDUM OF AGREEMENT (MOA) is entered into by and between the **NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS (NCAOC)** and the **COUNTY OF Rowan (County)**, jointly referred to as the Parties and individually as a Party, and is effective as of the date of the last signature below.

WHEREAS, Session Law 2021-47 was enacted on June 18, 2021, adding a new section G.S. § 7A-49.6, which significantly expands the courts' authority to hold proceedings by audio and video (AV) transmission;

WHEREAS, to facilitate proceedings conducted by AV transmission, the NCAOC issued RFP 02-2021000, resulting in a contract with ePlus Inc. to provide AV equipment installation services;

WHEREAS, the NCAOC's contract with ePlus Inc. became effective on May 27, 2021, for a term of one (1) year with options for the NCAOC to extend the contract for two (2) additional one year terms;

WHEREAS, the NCAOC intends to pay for AV equipment and equipment installation services for certain identified courtrooms in the County;

WHEREAS, pursuant to G.S. §§ 7A-302 and 7A-304(a)(2), the County is required to provide adequate physical facilities for the courts, including cabling in courtrooms necessary to operate the AV equipment;

WHEREAS, rather than providing and installing cabling itself, the County seeks to provide funds to the NCAOC for the NCAOC to purchase cabling, as well as cabling installation services from ePlus Inc., for the courtrooms in which AV equipment will be installed; and

WHEREAS the Parties intend for this MOA to govern the County's provision of funding to the NCAOC for the NCAOC to purchase cabling, as well as installation services from ePlus Inc.

NOW, THEREFORE, in consideration for the promises made each to the other, the Parties agree as follows:

1. After this MOA is fully executed, the NCAOC will authorize ePlus Inc. to install cabling needed for remote proceedings in the following courtroom(s):

Superior and DC-3

2. Cabling types and paths will be identified and documented as part of the site survey review process. The cabling specifications for the AV equipment are listed in Appendix A to this MOA.
3. The County shall be responsible for paying the NCAOC for the actual cost of the cabling and its installation on a time and materials basis. An estimate of the cost per courtroom is attached hereto and includes the hourly rates for ePlus staff and the price per unit of materials.
4. Upon ePlus Inc.'s completion of the cabling installation in the courtrooms listed in Section 1 of this MOA, the NCAOC shall invoice the County for the cabling and ePlus Inc.'s installation services. The County shall pay the NCAOC's invoice within sixty (60) days of receipt of the invoice.
5. This MOA shall automatically terminate when the NCAOC's contract with ePlus Inc. terminates. Either Party may terminate this MOA, with or without cause, upon ninety (90) days' prior written notice to the other Party. After termination of this MOA, the County must continue to comply with its obligation to pay the NCAOC for cabling, as well as cabling installation services, that have been provided to the County prior to the termination of this MOA. Also, Sections 6, 9, 11, and 12 shall survive the termination of this MOA.
6. The State Auditor shall have access to all persons and records in accordance with G.S. § 147-64.7 and other applicable laws or regulations.
7. Notices, when required to be given in accordance with this MOA, shall be in written form and delivered to the Parties' principal contacts by email, U.S. mail, or personal delivery, addressed as shown below. Any time a Party desires to change its principal contact, a duly authorized representative of that Party shall promptly notify the other Party's principal contact in writing on the Party's letterhead. The initial principal contacts for this MOA are:

NCAOC's Principal Contact	County's Principal Contact
Jared Rundell Endpoint Services Manager Technology Services Division North Carolina Administrative Office of the Courts	Randy Cress CIO/ACM Information Technology
901 Corporate Center Drive Raleigh, NC 27607 E-mail: Jared.D.Rundell@nccourts.org	130 W. Innes Street Salisbury, NC 28144 randy.cress@rowancountync.gov

8. The County shall provide the NCAOC with documentation showing that its board of commissioners has delegated authority to the County's signatory, below, to execute this MOA. For clarity, an existing delegation from the board of commissioners to the County's signatory to execute contracts may be provided if its scope is sufficient to authorize the County's signatory to execute this MOA.
9. This MOA shall be governed by the laws of the State of North Carolina without giving effect to principles of conflicts of law. The place of this MOA, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in tort or contract, relating to its validity, construction, interpretation, and enforcement shall be determined.
10. Modification or amendment of this MOA must be made in writing and signed by authorized representatives of both Parties.
11. This MOA and any rights or obligations within this MOA shall not be further assigned, sublicensed, subcontracted, or otherwise transferred by a Party to another individual, partnership, limited partnership, corporation, or any other entity except with written consent of the other Party.
12. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOA shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOA shall operate only by and between the Parties and shall inure solely to the benefit of the Parties. The provisions of this MOA are intended only to assist the Parties in determining and performing their obligations under this MOA.
13. This MOA may be executed by facsimile or digital signature, and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument. To the extent signed in handwriting and then delivered by means of electronic transmission in portable document format ("PDF"), this MOA shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same force and legal effect as an original signature.

(Signature page follows.)

IN WITNESS WHEREOF, intending to be bound hereby, this MOA is executed by the undersigned authorized representatives of each Party, effective as of the last date of execution by the Parties hereto. Each individual signing below warrants that he or she is authorized to execute this MOA and bind his or her respective agency to its terms.

NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS

By: _____

Date: _____

Ryan Boyce

NCAOC Deputy Director

COUNTY OF _____

By: _____

Date: _____

Printed Name: _____

Title: _____



Appendix A

NCAOC Courtroom Cabling Technical Specifications and Estimated Pricing Per Courtroom

Technical Specification	Description	Estimated Quantity	Unit Price	Estimated Price
CAT6 SHIELDED PLENUM (BULK)	CAT6 SHIELDED CABLE FOR SPECIALTY VIDEO TX/RX, PLENUM RATED	2000	\$1.09	\$2,180.00
CAT 6 PLENUM (BULK)	CAT 6 CABLE FOR DATA, CONTROL, AND AUDIO CONNECTIONS	1000	\$0.62	\$620.00
SPEAKER WIRE CMP 16/2 (BULK)	16 AWG STRANDED 2-CONDUCTOR PLENUM SPEAKER WIRE	100	\$0.88	\$88.00
22/2 SHIELDED CONTROL/MIC CABL	22 AWG STRANDED 2-CONDUCTOR W/SHIELD/DRAING PLENUM MIC/CONTROL WIRE	750	\$0.70	\$525.00
n/a	LABOR LEAD	20	\$140.00	\$2,800.00
n/a	LABOR TECH	20	\$120.00	\$2,400.00
Estimate per Courtroom:				\$8,613.00