

**NORTH CAROLINA
WAKE COUNTY**

**MEMORANDUM OF AGREEMENT
Cabling for Wireless Internet Equipment**

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, the NCAOC is installing wireless internet in courthouses and other judicial offices in preparation for the rollout of eCourts, which includes electronic case management and access to court documents;

WHEREAS, the NCAOC has contracted with Presidio Networked Solutions, LLC (“Presidio”) to provide wireless internet equipment and installation services;

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 and judicial offices necessary to operate the wireless internet 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 Presidio for the courtrooms and judicial offices in which wireless internet 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 cabling installation services, from Presidio on behalf of the County.

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 Presidio to install cabling needed for wireless internet equipment in accordance with Appendix A attached hereto, which is incorporated by reference into this MOA, as though fully restated herein.
2. The cabling specifications and pricing for this MOA are listed in Appendix A to this MOA.
3. Upon Presidio’s completion of the cabling installation, the NCAOC shall invoice the County for the cabling and Presidio’s installation services as set forth in Appendix A. The County shall pay the NCAOC’s invoice within sixty (60) days of receipt of the invoice.
4. 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 5, 8, 10, and 11 shall survive the termination of this MOA.

5. 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.
6. 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
Christopher Aman Network Services Ops. & Admin. Manager Technology Services Division North Carolina Administrative Office of the Courts	Randy Cress Assistant County Manager Rowan County Aaron Chruch County Manager Rowan County
901 Corporate Center Drive Raleigh, NC 27607 E-mail: Christopher.R.Aman@nccourts.org	130 W Inness St. Salisbury, NC 28144 Aaron.church@rowancoutync.gov Randy.cress@rowancountync.gov 704-245-8640

7. 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.
8. 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.
9. Modification or amendment of this MOA must be made in writing and signed by authorized representatives of both Parties.

10. 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.
11. 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.
12. 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: _____
Kesha Howell
NCAOC Chief Operations Officer

Date: _____

COUNTY OF ROWAN

By: _____
Aaron Church
County Manager

Date: _____

Appendix A

General Information			
Client Name	State of North Carolina Administrative Office of the Courts	Account Manager	Shawn Alba
Contact Name	Chris Aman	Solution Architect	David Oates
Contact Phone	919-890-2010	Opportunity #	1001722031068/RQ-1373-3
Contact Address	Trade Accounts Payable PO BOX 2448 Raleigh NC 27602 US	Date	7-Nov-2022
Contact Email	Christopher.r.aman@nccourts.org	Service Title	Rowan WAVE Cabling

Service Information	
Technology Area <input type="checkbox"/>	- Other: _____
Type of Request	Fixed Fee
<p>Presidio Networked Solutions, LLC ("Presidio") is pleased to provide the following services to State of North Carolina Administrative Office of the Courts ("Client"). This Service Request defines the scope of work to be accomplished by Presidio. The tasks to be performed by Presidio are defined and the responsibilities of Presidio and Client are contained herein as well.</p>	

Project Scope:

- Data/Voice Cabling - Install (35) CAT6 drops
 - Rowan County CH - 35 Drops
- Presidio will travel to each location and install a cable drop for each new AP in the designated locations
- Presidio will perform all work during normal business hours as the discretion of each site
- Cable will follow existing paths. This price does not include drilling through walls, wire molding or conduit installation. Any related work would be considered additional and be subject to additional billing.
 - Price includes all necessary cable support
 - Price includes 24/48 port patch panels as needed
 - Price includes terminations at the end of the cables
 - Price includes patch cable from the patch panel to the switch
 - Price includes all CAT6 cable materials and labor
 - Price does not include renting any special tools such as a scissor lift
 - Presidio would need confirmation of each drop location before work begins
 - Presidio would be informed of on-site contact before arriving on-site
 - POC will make sure the site is ready for the installation, the engineer on-site cannot have extended downtime due to areas not being ready. The expectation is when our resource is on-site he will have access to all the areas needed
 - Extended delays would result in additional charges

Responsibilities
<ol style="list-style-type: none"> 1. Modifications in project scope will necessitate a project change request (PCR). 2. Client has read and agrees with all items contained or omitted within this Service Request. 3. Any items or tasks not explicitly listed as in-scope within this Service Request are considered to be outside of the scope and not associated with this Service Request and price. 4. Client's acceptance of all deliverables described in this agreement and of the completion of the project shall be in writing. Deliverable acceptance shall be in the form of an email or signature (as applicable) and final project acceptance shall be in the "Project Completion" form, provided by the project manager. If acceptance is refused, the Client shall provide, in writing to Presidio, a reason for refusal. Presidio shall address the issue before subsequent work is undertaken.
Client Responsibilities <ol style="list-style-type: none"> 1. The Client, with assistance from Presidio, shall verify operation of any installed/upgraded equipment per the predefined Verification Plan. Presidio will require the Client to witness the verification of the solution, as well as sign off on the completed verification plan. 2. Client resources and site access must be readily and/or continuously available over the engagement period.

Project Management

Presidio will provide a Project Manager (PM), who will be single point of contact for all project support issues within the scope of this project. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This Project Manager is responsible for timely completion of the scope, schedule and budget utilizing Presidio's Project Management Method. Included for our standard Project Management offering for this engagement are the following:

- Milestone level tracking
- Resource scheduling and oversight
- Escalation facilitation
- Working calls as required (remote)

Locations

Work will be done at the following locations. All work will be performed remotely unless otherwise specified:

Site Name	Address	City State ZIP	On-Site / Remote Services
Rowan County Complex	210 North Main Street	Salisbury, NC 28144	On site

Price and Payment Terms

Client agrees to provide reasonable access to facilities, equipment, and personnel necessary to complete this effort. Unless otherwise noted, all work shall be performed during normal business hours (8:00 a.m. – 5:00 p.m. M-F, excluding holidays) at the location indicated.

Presidio is providing a Fixed Fee Price as part of this Statement of Work. Presidio will invoice Client based on the project milestone(s) listed below:

Milestone Name	Amount
Rowan County CH WAVE Cabling	\$40,700.00
Total	\$40,700.00

Expenses

There are no anticipated travel or incidental expenses to be incurred by Presidio in association with the execution of this Statement of Work and therefore no expenses will be billed to Client.

Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this Statement of Work will not be charged to Client.

The scope and pricing are valid for 60 days unless otherwise noted.