

**NORTH CAROLINA
WAKE COUNTY**

**MEMORANDUM OF AGREEMENT
Courtroom Upgrades 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 _____ (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 and installation services;

WHEREAS, the NCAOC's contract with ePlus 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, under its contract with ePlus Inc., the NCAOC intends to pay for AV equipment and installation services for one (1) courtroom per county;

WHEREAS, the County seeks to provide funds to the NCAOC for the NCAOC to purchase additional AV equipment and installation services from ePlus Inc. to provide an additional courtroom(s) with upgraded technology for proceedings held by AV transmission;

WHEREAS, pursuant to G.S. § 7A-302, the County is required to provide physical facilities for the courts, including courtrooms, and will benefit from providing funds for AV equipment and installation by reducing foot traffic in the courthouse and the need for physical space for court proceedings;

WHEREAS, G.S. § 7A-49.6(j) requires that proceedings conducted by AV transmission "shall be conducted using videoconferencing applications approved by the [NCAOC]," and, in turn, the NCAOC has approved Cisco's WebEx application for such proceedings;

WHEREAS, the AV equipment provided under the NCAOC's contract with ePlus Inc. and listed in Appendix A attached to this MOA is compatible with the Cisco WebEx application; and

WHEREAS, the Parties intend for this MOA to govern the County's provision of funding to the NCAOC for the NCAOC to purchase AV equipment and installation services from ePlus Inc. for an additional courtroom(s) identified by 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 County may request that the NCAOC purchase AV equipment and installation services from ePlus Inc. for a specified courtroom(s) to be paid with County funds by providing written notice to the NCAOC's principal contact (listed in Section 9 of the MOA). The County will submit a Purchase Request via the NCAOC Online Store and reference this MOA. NCAOC Procurement Services will contact the County after receipt of the Purchase Request.
2. The specifications and initial pricing information for the AV equipment and estimated installation costs under the NCAOC's contract with ePlus Inc. are listed in Appendix A to this MOA. Due to the COVID-19 pandemic and supply chain issues, pricing may be higher based on equipment availability. EPlus Inc. will itemize any price changes and any additional costs upon completion of its survey(s) of the additional courtroom(s) in which AV equipment will be installed at the County's expense.
3. The NCAOC shall provide the County with the updated, itemized price information upon completion of the courtroom survey(s) by ePlus Inc. Within (30) days after receiving this information, the County shall:
 - a. Pay the NCAOC for the cost of the courtroom survey(s); and
 - b. Notify the NCAOC in writing whether the County wishes to proceed with providing funding to the NCAOC for the NCAOC to purchase the AV equipment and installation services from ePlus Inc, and, if so, identify the specific courtroom(s) in which the AV equipment will be installed.
4. The AV equipment may be shipped to, and stored at, the NCAOC's warehouse prior to installation in the County's courtroom(s). Upon the NCAOC's receipt of the AV equipment, the NCAOC will invoice the County for the cost of the AV equipment and will deliver the AV equipment to the County's courthouse in accordance with its standard pickup and delivery schedule for the County. The County shall pay the NCAOC's invoice for the AV equipment within thirty (30) days of receipt of the invoice or at the time of delivery of the AV equipment to the County's courthouse, whichever is later.
5. Upon ePlus Inc.'s completion of the installation of AV equipment in a courtroom specified by the County, the NCAOC shall invoice the County for ePlus Inc.'s installation services for that courtroom. The County shall pay the NCAOC's invoice for installation services within thirty (30) days of receipt of the invoice.
6. During the applicable warranty period for the AV equipment or labor under the NCAOC's contract with ePlus (Warranty Period), the NCAOC shall be responsible for maintenance and repairs covered by such warranty. Calls for maintenance or repairs during the Warranty Period should be directed to the NCAOC Help Desk (919-890-2407). After the expiration of the

applicable Warranty Period, the County shall be solely responsible for maintenance and repairs, as well as any replacement of the AV equipment.

7. 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 provide funds to the NCAOC for AV equipment ordered or installed at the County’s request under this MOA. Also, Sections 4, 6, 8, 11, 13, and 14 shall survive the termination of this MOA. Upon termination of this MOA, the NCAOC shall retain ownership of the AV equipment purchased pursuant to this MOA but shall not remove such AV equipment from the courtroom where the County specified installation unless the County consents in writing.
8. 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.
9. 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	
901 Corporate Center Drive Raleigh, NC 27607 E-mail: Jared.D.Rundell@nccourts.org	

10. 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.
11. 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.
12. Modification or amendment of this MOA must be made in writing and signed by authorized representatives of both Parties.

13. 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.

14. 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.

15. 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.

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 Operation Officer

Date: _____

COUNTY OF _____

By: _____

Date: _____

Printed Name: _____

Title: _____



Appendix A

NCAOC COURTROOM AUDIO/VIDEO INFRASTRUCTURE TECHNICAL SPECIFICATIONS

The infrastructure technical specifications to upfit a NCAOC courtroom for an immersive Audio/Video experience are provided below. This infrastructure has been tested and determined compatible with Cisco Webex Meetings video conference technology, the NCAOC approved technology for use in various Judicial Branch remote A/V court proceedings.

In addition to initial infrastructure requirements, courtroom facility cabling requirements (electrical, information technology personnel. Each courtroom facility will be required to have a site survey network, other) will need to be assessed by both NCAOC Technology Services Division and county conducted to determine compatibility with courtroom microphone and speaker systems.

The following infrastructure will provide an immersive video conferencing solution that integrates with, or will require installation of, courtroom audio technology.

Services Required and Supported for Infrastructure Installation

- Site Survey
- Infrastructure Installation
- User Training and Resources
- Ongoing A/V Infrastructure Support

Technical Specifications and Associated Cost (Current as of December 2020)

Cisco WebEx Room Pro Kit - Codec and Touch 10 Controller:	\$31,766.44
Quad Camera - Attorney Camera	
Sound Control Tech RC5-HE (HDMI extender with Camera control)	
Sound Control Tech RC5-CE (HDMI extender with Camera control)	
Cisco P60 camera - Judges Camera	
Sound Control Tech RC5-HE (HDMI extender with Camera control)	
Sound Control Tech RC5-CE (HDMI extender with Camera control)	
Cisco Touch 10 Controller	





<p>Monitor Options (sizing and quantity based on viewing distance):</p> <p>Monitors are required to support 4k w/60Kz refresh rate and HDMI-CEC 2.0</p> <ul style="list-style-type: none"> LG 75UH5F-H 75" HD Monitor LG 55UH7F-B 55" HD Monitor Mobile Carts or Wall Mount Kits HDMI Extenders per monitor if required: <ul style="list-style-type: none"> Crestron HD-TXC-101-C-E (HDMI Tx Extender) Crestron HD-RXC-101-C-E (HDMI Rx Extender) 	<p>\$3,200 with 2 mobile carts</p> <p>\$2,980 with 2 wall mounts</p>
<p>Optional Pro Se Item:</p> <p>Cisco Webex Desk Pro</p>	<p>\$10,023.36</p>
<p>Cabling Technical Specifications Based on Site Survey:</p> <p>TBD by installer in accordance with RFP 02-2021000</p> <ul style="list-style-type: none"> Electrical outlets Data cabling A/V cable runs Misc. cables 	<p>TBD</p>
<p>Microphone Technical Specifications (should courtroom require):</p> <p>Shure Microphone System:</p> <ul style="list-style-type: none"> 4-channel transceiver Wired microphones Wireless microphones with charging station (optional) Body pack with lapel microphone (optional) 	<p>\$7,509.79</p>
<p>Installation Services: Estimate Provided for Budgetary Purposes</p> <p>TBD by installer in accordance with RFP 02-2021000</p>	<p>\$20,000 (est.)</p>

