

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 Chatham** (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 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, under its contract with ePlus Inc., the NCAOC intends to pay for AV equipment and installation services for specified courtrooms in each county as part of the Courtroom Audio Visual Experience (CRAVE) project;

WHEREAS, the County seeks to provide funds to the NCAOC for the NCAOC to purchase additional AV equipment and/or installation services from ePlus Inc.;

WHEREAS, pursuant to G.S. § 7A-302 and 7A-304(a)(2), the County is required to provide physical facilities for the courts, including courtrooms with sufficient wiring and cabling, 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/or installation services from ePlus Inc. as specified below.

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

1. This MOA may be used for upfitting an entire courtroom(s) with CRAVE technology and equipment installation services (with or without the installation of low-voltage cabling by ePlus Inc.), and/or this MOA may be used to purchase specific items listed on Appendix A. The first step in upfitting an entire courtroom(s) with CRAVE technology is for ePlus to complete a site survey of the courtroom(s), as further described in this MOA.

The County requests to proceed with the following:

- A site survey for the installation of CRAVE technology in the courtroom(s) listed below:

If the first box is checked, also check one of the following:

- The County will provide the necessary electrical outlets and low-voltage cabling for the AV equipment to be installed in the courtroom(s) identified above; **OR**
 - The County will only provide necessary electrical outlets and requests that ePlus provide the necessary low-voltage cabling on a time and materials basis for the AV equipment to be installed in the courtroom(s) identified above.
- Aside from upfitting a courtroom, the County wishes to purchase the following AV equipment and/or other items listed on Appendix A:

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2. If the County has indicated above that it seeks a site survey to prepare for upfitting a courtroom(s) with CRAVE technology under this MOA, the County will coordinate with elected judicial officials to identify the courtroom(s) in which the County seeks to pay for AV equipment and installation. The NCAOC will coordinate with the Clerk of Superior Court on availability of the selected courtroom(s) to have a site survey conducted by ePlus Inc. This site survey will document the required equipment necessary for ePlus Inc. to complete the CRAVE system installation in the specified courtroom(s).
 3. The specifications, estimated pricing information and installation costs for the AV equipment under the NCAOC's contract with ePlus Inc. are listed in Appendix A to this MOA. Due to 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 courtroom(s) in which AV equipment will be installed at the County's expense. Installation services will be billed on a time and materials basis, and an estimate can be provided with the site survey for budgetary purposes.

4. The County is responsible for providing electrical outlets as needed for the AV equipment. The County may opt to provide low voltage cabling itself, or it may opt to pay ePlus Inc. to install low voltage cabling on a time and materials basis under this MOA. An estimate of this cost can be provided with the site survey for budgetary purposes.
5. The NCAOC shall provide the County with written updated and itemized price information upon completion of the courtroom survey(s) by ePlus Inc., which will be reviewed with the County. Within thirty (30) days after reviewing this information with NCAOC, 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 for the NCAOC to purchase the AV equipment and installation services from ePlus Inc. for the courtrooms specified in item 1 above.
6. The AV equipment will be shipped to, and stored at, the NCAOC's warehouse prior to installation in the County's courtroom(s). Upon the receipt of the AV equipment, the NCAOC will invoice the County for the cost of the AV equipment. The County shall pay the NCAOC's invoice for the AV equipment within thirty (30) days of receipt of the invoice.
7. Upon ePlus Inc.'s completion of the installation of AV equipment in a courtroom(s) specified by the County, the NCAOC shall invoice the County for ePlus Inc.'s installation services and any low-voltage cabling for the courtroom(s) based on time and materials. The County shall pay the NCAOC's invoice for installation services within thirty (30) days of receipt of the invoice.
8. 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, including reimbursing the NCAOC for an annual support agreement within 30 days of receipt of an invoice, as well as any replacement of the AV equipment.
9. 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 or the County fails to reimburse the NCAOC for an annual support agreement within 30 days of receipt of an invoice.
10. 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.

11. 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	Kevin Smith IT Director County of Chatham
901 Corporate Center Drive Raleigh, NC 27607 E-mail: Jared.D.Rundell@nccourts.org	158 West Street PO Box 608 Pittsboro, NC 27312 kevin.smith@chathamcountync.gov

12. 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.
13. 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.
14. Modification or amendment of this MOA must be made in writing and signed by authorized representatives of both Parties.
15. 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.
16. 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.
17. 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 Chatham

By: _____

Date: _____

Printed Name: Dan LaMontagne

Title: County Manager



eCourts

NORTH CAROLINA ADMINISTRATIVE
OFFICE OF THE COURTS

JUNO.NCCOURTS.ORG/ECOURTS-HUB

Appendix A

NCAOC COURTROOM AUDIO/VIDEO INFRASTRUCTURE TECHNICAL SPECIFICATIONS

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

In addition to the infrastructure and equipment requirements below, the courtroom must meet certain cabling requirements (electrical, network, other) necessary to operate the A/V equipment. Each courtroom facility will be required to have a site survey and will need to be assessed by both NCAOC Technology Services Division and the County to determine cabling needs, as well as compatibility with courtroom microphone and speaker systems.

Services Required and Supported for Infrastructure and Equipment Installation

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





Technical Specifications and Associated Cost (Current as of April 2024)

Monitor Options (sizing and quantity based on viewing distance): Monitors are required to support 4k w/60Kz refresh rate and HDMI-CEC 2.0 <ul style="list-style-type: none">- LG 75UH5F-H 75" HD Monitor- LG 55UH7F-B 55" HD Monitor- Mobile Carts or Wall Mount Kits	\$4,829
Optional Pro Se Item(s): Cisco Webex Desk Pro – 27in 4k display <ul style="list-style-type: none">- Cisco Smart Net annual service- Enclosure not available	\$3,700 \$700
Cisco WebEx Desk – 24in display <ul style="list-style-type: none">- Cisco Smart Net annual service- Handsfree Secure Enclosure	\$2,100 \$380 \$1,400
Cisco WebEx Mini – 15in display <ul style="list-style-type: none">- Cisco Smart Net annual service- Handsfree Secure Enclosure	\$1,400 \$260 \$1,500
System integration and Microphone Technical Specifications (if required): Shure Microphone System: <ul style="list-style-type: none">- 4-channel transceiver- Wired microphones Various Sound Processors and equipment for integration	\$30,000 (estimate)
Installation Services: Estimate Provided for Budgetary Purposes <ul style="list-style-type: none">- TBD by installer in accordance with RFP 02-2021000	\$20,000 (estimate)
Cisco Room Kit Pro – Video Conferencing system <ul style="list-style-type: none">- Cisco Quad Cam – Attorney Camera- Cisco P60 or PTZ 4K Camera – Judge/Witness camera- Cisco Codec- Cisco Touch10 – Touchscreen Controller - Cisco Smart Net annual service	\$36,000 \$3,800