

**NORTH CAROLINA
WAKE COUNTY**

**Amended Memorandum of Agreement-Sheriffs
(Audio Video Device)**

This Memorandum of Agreement (MOA) is entered into as of the date of the last signature below and identifies and describes the mutual understandings and agreement between the North Carolina Administrative Office of the Courts (NCAOC) and the County of Guilford for the County's Sheriff (Sheriff) locations to participate in the NCAOC's Magistrate Video Project (MVP).

Terms of Agreement

In consideration of the covenants and promises made each to the other the Parties agree as follows:

1. MVP. The NCAOC has created the MVP to allow a County's sheriff to communicate with a magistrate to perform initial processes and appearances remotely using video technologies chosen or approved by the NCAOC, as approved by the Senior Resident Superior Court Judge, the Chief District Court Judge, and the Director of the NCAOC.
2. Cisco Video Clients (Clients). The NCAOC has approved Cisco Video Clients for the Sheriff to use to participate in the MVP. County acknowledges that under no circumstances will the NCAOC be responsible for the service, or lack thereof, of any service provided by Cisco via these Clients. The sheriff may also use Polycom Technologies.
3. Programming, Installation, and Support of Cisco Video Client. The Sheriff will obtain, install, program, and provide support for the Cisco Video Client or the Polycom technology.
4. The NCAOC will not provide support for the Cisco Video Client or the Polycom technology.
5. Jurisdiction. The place of this MOA, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. Liability. The NCAOC and the Sheriff will be responsible for any damages caused by their employees or agents.
7. Termination.
 - a. Either party may terminate this MOA without cause upon giving the other party thirty (30) days written notice of its intent to do so.
 - b. The NCAOC may terminate this Agreement at any time for convenience of the State.
 - c. If, through any cause, a party breaches any of the terms of this MOA, then the non-breaching party shall have the right to immediately terminate the MOA. The breaching party shall not be relieved of liability to the non-breaching party for damage sustained by the non-breaching party by virtue of any breach of the MOA by the breaching party.
8. Modification. This MOA may only be modified in writing signed by both parties.
9. Entire Agreement. This MOA is the entire agreement between the parties and there are no other agreements oral, written, express or implied.
10. Authority to Bind The Parties. The undersigned representative of each party hereby states that he or she has the legal authority to bind his or her party contractually and is an appropriate signatory authority for their party.

This Agreement is entered into as of the date of the last signature below.

County of _____

The North Carolina Administrative Office of the
Courts

By: _____
County Manager

By: _____
Purchasing Officer

Attest:

Clerk to the Board

Date: _____

Date: _____