

February 12, 2025

Scope of Work:

1. Provide and install two-way audio capabilities in the six (06) holding locations: Sally Port, Booking, Holding Cells 1-3, and Jovenile Holding.
2. Provide and install two (02) new cameras to cover the hallways around the lobby and east entrances.
3. Provide and implement updated intercom software solutions for the front door and back gate entrances. Software will be installed on the two dispatch computers to receive these calls. Additional software receivers can be added at any time without any additional hardware.

Two-Way Audio and Camera Adds

Quantity	Description	Cost
8	Geovision 4-Mega Pixel Dome Camera	\$1,540.00
5	Louroe Flush-Mount Microphone/Speaker Combo	2,813.00
1	Louroe Surface-Mount Microphone/Speaker Combo	538.00
1	Speaker Power Supply	544.00
1	Miscellaneous Materials and Infrastructure Cabling	1,020.00
1	Mobilization	150.00
1	Minor Label Permit	14.00
1	Installation Labor	3,750.00
1	Technical Labor	2,800.00
TOTAL		\$13,169.00

Intercoms

Quantity	Description	Cost
1	Aiphone Video Intercom for Gate	1,270.00
1	Aiphone Audio Intercom for Front Door	845.00
2	Aiphone Software Station	2,315.00
1	Miscellaneous Materials and Infrastructure Cabling	410.00
1	Installation Labor	1,250.00
1	Technical Labor	1,050.00
TOTAL		\$7,140.00

Terms and conditions

TIME. Time is of the essence of this Agreement.

WAIVER. Failure of any party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

LAW GOVERNING. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

ARBITRATION. If at any time during the term of this Agreement, any dispute, difference, or disagreement shall arise upon or in respect of the Agreement and the meaning and construction hereof, then every such dispute, difference, and disagreement shall be referred to a single arbitrator agreed upon by the parties, or if no single arbitrator can be agreed upon, an arbitrator or arbitrators shall be selected in accordance with the rules of the American Arbitration Association and any such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing expedited commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in Multnomah County, Oregon. The prevailing Oregon Rules of Evidence and the Oregon Rules of Civil Procedure shall apply in any such arbitration.

ATTORNEY FEES. In the event an arbitration, suit, or action is brought by any party under this Agreement to enforce or interpret any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.

PRESUMPTION. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

TITLES AND CAPTIONS. All article, section, and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

ENTIRE AGREEMENT. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

AGREEMENT BINDING. This Agreement shall be binding upon the heirs, executors, administrators, representatives, successors, and assigns (if permitted) of the parties hereto.

FURTHER ACTION. The parties hereto shall execute and deliver all documents, provide all information, and take or forbear from all action necessary or appropriate to achieve the purposes of this Agreement.

GOOD FAITH, COOPERATION, AND DUE DILIGENCE. The parties hereto covenant, warrant, and represent to each other good faith, complete cooperation, due diligence, and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

INDEMNITY: Customer and Empower Digital Solutions (each an "Indemnifying Party") agree to hold harmless, defend and indemnify each other and their respective directors, officers, employees, agents and independent contractors (the "Indemnified Parties") from and against all claims, liabilities, damages, losses and expenses, including but not limited to reasonable attorneys' fees and costs of suit, arising out of or in connection with: (a) any negligent or willful act or omission of the Indemnifying Party or the Indemnifying Party's employees or agents, including but not limited to the extent such act or omission causes or contributes to (i) any bodily injury, sickness, disease or death; (ii) any injury to or destruction of tangible or intangible property (including computer programs and data or any loss of use resulting there from; or (iii) any violation of any statute, ordinance or regulation; and (b) any breach, violation or failure of any of the warranties, representations or obligations of the Indemnifying Party under this Agreement.

WARRANTY: Empower Digital Solutions warrants that the hardware products it manufactures and provides will be free from defects in materials and workmanship. The limited warranty term is one year for components and 180 days for labor.

PRICE: Investment amount effective until March 12, 2024

TERMS: Balance is due upon completion of work.

Solution Summary:

This proposal includes two solutions: cameras with two-way audio and intercom notification.

The cameras in all of the holding cells (holding 1-3, booking, juvenile, and sally port) will be replaced with cameras that support two-way audio. Each location will include a speaker/microphone combo appliance. The two-way audio from these locations will be tied to the specific camera and recorded on the surveillance system. Additional cameras for this project will be installed in the hallways around the lobby and the east entrances.

The other project includes intercom communication between the two dispatch computers and the front door and back gate locations.

Exclusions/Exceptions:

- The proposal does not include a hi-lift.
- The area around the cameras must be accessible at the time of installation.
- Applicable shipping costs will be applied to the final invoice.

Total Investment

Two-Way Audio:	\$13,169.00
Intercoms:	\$7,140.00
Total:	\$20,309.00
Due upon execution	\$10,155.00
Due at project completion	\$10,154.00


Signature _____ Date 2/18/2025

Jason Ogden
Printed Name _____