

**AGREEMENT FOR OUTDOOR SIREN MAINTENANCE AND INSTALLATION
BETWEEN ABSOLUTE SOLUTIONS, INC., and
LARAMIE COUNTY, WYOMING**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Absolute Solutions, Inc, 1618 E. 11th Street, Cheyenne, Wyoming 82001 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for the COUNTY to contract for siren maintenance and installation services from the CONTRACTOR as specified and fully incorporated herein (hereinafter "Agreement").

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until December 31, 2028.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR's invoice to the COUNTY. The total annual amount paid to the CONTRACTOR shall not exceed \$41,875.00 (bid amount), unless negotiated by both parties in writing. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. ' 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide and complete the services described in and fully incorporated herein.
- B. CONTRACTOR shall be available at the request of the Director of Cheyenne/Laramie County Emergency Management Agency (CLCEMA), or CLCEMA designee, to perform needed maintenance and service on the outdoor warning sirens.
- C. CONTRACTOR shall maintain reasonable communication with CLCEMA concerning the progress of maintenance and installation of the outdoor warning sirens.
- D. CONTRACTOR shall consider any request for repairs to an outdoor warning siren as a high priority due to their importance in the interest of public safety. If repairs are unable to be conducted in a timely manner, the CONTRACTOR must notify and make arrangements with CLCEMA.

- E. CONTRACTOR shall perform an annual inspection on all sirens to ensure they are in proper working condition. The annual inspection shall be completed by June 1st of each year unless another date is agreed upon by both parties prior to that date.
- F. CONTRACTOR shall complete the Preventative Maintenance Check List, attached and incorporated herein as “**Attachment A**”, provided by CLCEMA annually by June 1st of each year unless another date is agreed upon by both parties prior to that date. If the CONTRACTOR must outsource the completion of any items on the check list, the CONTRACTOR shall make arrangements with the external company to perform the maintenance upon approval by the Director of CLCEMA or their designee.
- G. When maintenance for an outdoor warning siren requires an audio activation test, the CONTRACTOR shall make arrangements with CLCEMA so that proper notifications in the area of the test can be made prior to the activation of the siren.
- H. CONTRACTOR shall notify CLCEMA prior to conducting maintenance on restricted properties that require notification. A list of these properties will be provided to the CONTRACTOR.
- I. If requested, CONTRACTOR shall provide installation of additional early warning sirens, at a price to be agreed upon by the CONTRACTOR and the Director of CLCEMA.
- J. After completion of maintenance and/or installation on any outdoor warning siren, the CONTRACTOR shall include with their invoice for services an itemized list of all services performed.
- K. CONTRACTOR shall include with any submitted invoices a detailed report of work completed using a format agreed upon between the CONTRACTOR and the Director of CLCEMA, or CLCEMA designee.
- L. CONTRACTOR shall provide all requested services in conformance with industry standards.
- M. CONTRACTOR shall provide all services in a manner designed to protect warranties on equipment and infrastructure.
- N. CONTRACTOR shall, at times, be required, at the request of CLCEMA to work with a local radio shop to service internal siren radios for frequency or communication issues.

- O. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.
- P. CONTRACTOR agrees to submit an invoice for payment within 30 days of any performed maintenance or service.
- Q. CONTRACTOR agrees to respond to calls for service deemed urgent by the COUNTY within 48 hours of receipt of call out.

V. GENERAL PROVISIONS

- A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.
- B. Preference-Wyoming Labor Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONTRACTOR acknowledges the requirement for the use of Wyoming labor pursuant to W.S. §16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S. §16-6-201 et seq.
- C. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- D. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.
- E. Entire Agreement: This Agreement (7 pages) and Attachment A (2 pages) represent the entire and integrated agreement (9 pages) and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.
- F. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.
- G. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
- H. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.
- I. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended, nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.
- J. Contingencies: CONTRACTOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.
- K. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

- L. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. ' 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.
- M. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. ' 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
- N. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees, and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.
- O. Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement and shall inure solely to the benefit of the parties to this Agreement.
- P. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.
- Q. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

- R. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.
- S. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.
- T. Compliance with Laws: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.
- U. Controlling Authority: To this extent this agreement is inconsistent with the purchase order or its referenced documents, this agreement controls.

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Signature Page

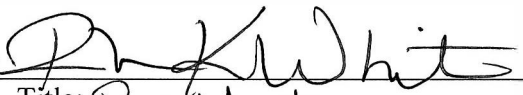
LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

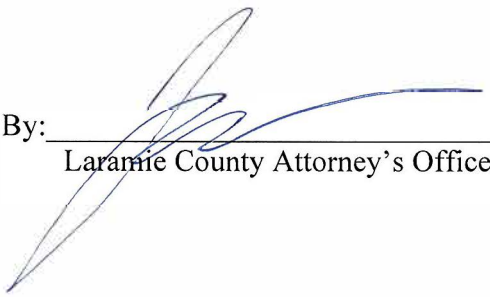
ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: Absolute Solutions, Inc.

By:  Date 10/7/25
Title: President

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 10/14/25
Laramie County Attorney's Office

ATTACHMENT A

The maintenance on the sirens will be conducted at the beginning of the season on all sirens before June 1st. After performing maintenance on a siren please provide the following information:

- A list of work that was completed per siren
- If replacing multiple of one item (i.e. batteries) provide the number replaced and the date. This information is sent to Blue Valley for their records as well as for EMA.
- Contact CLCEMA when arrangements must be made for access to siren sites.
- Email CLCEMA when maintenance has been completed and what sirens were worked on.

When a Quiet Test needs to be conducted at the Municipal Building, contact CLCEMA so that contact can be made to everyone.

M/N 2001 (AC) or (DC) or (AC/DC) Preventative Maintenance Check List

(Use the following as applicable)

- Inspect Installation
 - Pole stability
 - Hardware
 - Cabinets
 - Disconnect
 - Grounds
 - Antenna System
- Batteries
 - Check for approved batteries
 - Check and clean any corrosion
 - Check that all connections are tight
 - If batteries are (3) years old
 - Non-Contract - Recommend replacement to customer
 - Contract – Replace as directed by BVPS work order
 - Check battery voltage (with the following method) under siren start-up load
 - Turn off AC power
 - Measure siren start-up voltage (batteries should hold at a minimum of 48 VDC)
 - Battery Chargers
 - Check charger voltages with charger test set (They should be set at 13.5 VDC)
 - Check individual battery voltages (should be +12 VDC)
 - Turn on AC power
 - Check individual battery voltages (should be 13.5 VDC)

- Transformer/Rectifier
 - Check output voltage and polarity (46-48 VDC)
 - If voltage is higher check while running rotator
 - Check input taps if voltage is not correct
- Rotator
 - Check for 360 degree operation
 - Note if rotator is belt or direct drive for file
 - If unit is belt drive – check for pulley rubbing
 - If bucket truck will reach – check and replace belt per specification as needed
- Final test at siren site
 - Activate siren using a Quiet Test
- On One-Way Systems **Only** have Cancel sent from based and confirm operation at siren site

Two-Way Systems:

- Check hand shake communications with Base by pushing door switch
- Check Sensor operation to include:
 - AC (sensor may take up to on minute to change states)
 - Battery (low battery light should not come on during Quiet Test)
 - Rotator (if required adjust per the following)
 - Belt Drive Rotator Donut Sensor
 - On Belt Drive use Donut Sensor only for replacement
 - Adjust TP4 to 4.06 VDC
 - Adjust TP2 to 4.64 VDC
 - Solder Jumper - IN
 - New Style Gear Drive Rotator Sensor
 - Read instructions on the board
 - Wire connector for gear drive
 - Remove both plug in jumpers
 - Chopper (if required adjust per the following)
 - Siren Current Donut Sensor
 - Adjust TP4 to 4.64 VDC
 - Adjust TP2 to 7.00 VDC
 - Intrusion (check light with door switches)
- Final test at siren site:
 - Growl (Quiet) Test
 - Verify Rotation and Current sensor operation
 - Push Reset Button
- Remote test from computer as follows: (as allowed by customer)
 - Perform Quiet Test
 - Poll Site
 - Observe Time and Date Stamp change