
**WILLIAMSON COUNTY
PURCHASE CONTRACT**
(FTS Forest Technology Systems Ltd)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **FTS Forest Technology Systems Ltd** (hereinafter “Vendor”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Vendor shall provide County the goods described in the attached Quote(s)/Proposal(s) being marked as **Exhibit “A,”** which is incorporated herein to the extent it meets or exceeds the County’s solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in **Exhibit “A,”** such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Vendor shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

II.

Delivery of Goods: The title and risk of loss of the goods shall not pass to County until County receives and takes possession of the goods at the point or points of delivery. The place of delivery shall be that set forth on the purchase order. County shall have the right to inspect the goods at delivery before accepting them.

III.

Warranty Products: Vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Contract voidable at the option of County. Vendor warrants that the goods furnished will conform to the specifications, drawings and descriptions provided in **Exhibit “A”** and County’s solicitation, if applicable. Additionally, Vendor warrants that all goods are free from defects in material and workmanship.

IV.

Effective Date: This Contract shall be in full force and effect as of the date of the last party's execution below.

V.

Consideration and Compensation: County shall pay Vendor for the goods in the amount set out in **Exhibit "A."** Payment for the goods shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Vendor upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Vendor for the supplies or products provided.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Vendor shall not in any sense be considered a partner or joint venturer with the County, nor shall Vendor hold itself out as an agent or official representative of the County. Vendor shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Vendor or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE VENDOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. VENDOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR

ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF VENDOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance With All Laws: Vendor agrees and will comply with all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Vendor agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the goods to be provided under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that the County shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Vendor reasonable advance notice of intended audits.

XIV.

Good Faith Clause: Vendor agrees to act in good faith in the performance of this Contract.

XV.

No Assignment: Vendor may not assign this Contract.

XVI.

Confidentiality: Vendor expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVII.

Foreign Terrorist Organizations: Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVIII.

Public Information: Vendor understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XIX.

Damage to County Property: Vendor shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Vendor and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Vendor shall notify County in writing of any such damage within one (1) calendar day.

XX.

Media Releases: Vendor shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XXI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [Williamson County Vendor Reimbursement Policy.pdf \(wilco.org\)](http://wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

Entire Contract & Incorporated Documents: Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable; and
- B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

[SIGNATURES TO FOLLOW]

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

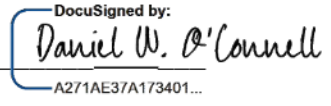
Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: _____, 20____

SERVICE PROVIDER:

FTS Forest Technology Systems Ltd
Name of Service Provider

Authorized Signature A271AE37A173401...

Daniel W. O'Connell General Counsel
Printed Name

Date: 3/30/2023, 20____

Cooperative Purchasing Contract or Agreement (if applicable): GSA# GS-07F-9253S

Exhibit "A"

Quote/Proposal

FTS Quote

FTS
an AEM Subsidiary
1065 Henry Eng Place
Victoria, BC CANADA
V9B 6B2

Prepared by	Sales Contact Phone	Sales Contact E-mail
Jaime Bartlett	250-507-1021	jaime.bartlett@aem.eco

Customer Information			
ORGANIZATION / BUSINESS NAME: Williamson County		BILLING ADDRESS: 911 Tracy Chambers Ln, Georgetown, TX 78626	
CONTACT NAME: Michael Shoe	CONTACT PHONE: 		SHIPPING ADDRESS (IF DIFFERENT): 911 Tracy Chambers Ln, Georgetown, TX 78626
CONTACT E-MAIL: michael.shoe@wilco.org			

Schedule of Products & Services				
QUOTE No.:		DATE:	01/03/2023	PROJECT REF: Fixed RAWs
Product Name	Notes	Qty	Unit Price	Total Price
MAINTENANCE-AOM	Annual Onsite Maintenance	4	\$2,495.00	\$9,980.00
CBL-F6H2-BAT-3	Battery Cable, Dual 10A Fuse, F6 & H2, 4 Ft	4	\$239.00	\$956.00
BATTERY-12V-SE	Battery, 88AH, Starved Electrolyte	4	\$356.00	\$1,424.00
EON2-AIMABLE-MOUNT	EON2 Aimable Mount	4	\$99.00	\$396.00
F6-G6-TLM	F6 Datalogger With G6 & Telemetry	4	\$5,887.00	\$23,548.00
FTS-USB-MANUAL	FTS Product and Systems User Manuals	4	\$0.00	\$0.00
FUEL-ADAPT-KIT	Fuel Stick Mount to Trileg Tower	4	\$121.00	\$484.00
FS-3-1	Fuelstick Moisture Sensor, 12 ft Armoured Cable	4	\$1,152.00	\$4,608.00
GOES-ANTENNA-EON2-KIT	GOES EON2 Antenna, Cable	4	\$718.27	\$2,873.08
GPS-ANTENNA-WP	GPS Antenna, Top of Cabinet Mount, Cable, 19.5ft	4	\$109.00	\$436.00
TRILEG-GND-KIT	Kit, Grounding, Trileg	4	\$222.43	\$889.72
RAWS-20FT-RMY-LIGHTNING-KIT	RAWS lightning kit, 20ft mast, incl WS arm mount	4	\$484.85	\$1,939.40
RG-T-TRI	Rain Gauge, Trileg Mount, 20 ft Armoured Cable	4	\$909.00	\$3,636.00

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Exhibit "A"

Quote/Proposal



Schedule of Products & Services				
QUOTE No.: [REDACTED]		DATE: 01/03/2023	PROJECT REF: Fixed RAWs	
Product Name	Notes	Qty	Unit Price	Total Price
Shipping	Quote shipping charge	4	\$1,380.00	\$5,520.00
SPS-20W-F6H2	Solar Panel Kit, 20W, Mount, 30ft Cable to Datalogger	4	\$379.00	\$1,516.00
SDI-SR-PYR	Solar Rad Sensor, SDI, Sun/Sky, Mount, 14ft Cable	4	\$1,133.00	\$4,532.00
THS-3-1	Temp Humidity Sensor, Shield, Mounting Arm, 14ft C	4	\$994.00	\$3,976.00
TOWER-TRILEG	Tower, Trileg, Self Supporting, 20 ft Mast	4	\$3,981.00	\$15,844.00
WP-ENCL-KW1	Weatherproof Equipment Enclosure, Keyway Mounts	4	\$831.00	\$3,324.00
SS-RMY-TRI	Wind Sensor Mount, RM Young, Trileg & Handar Tower	4	\$157.00	\$628.00
SDI-WS-RMY-2	Wind Speed & Direction, SDI, 50ft Armour Cable, RM	4	\$1,538.00	\$6,152.00
TOTAL				\$92,662.20

Remarks:

- Quotation is valid for a period of thirty (30) days from the date of this correspondence.
- PAYMENT TERMS: Net 30 Days unless otherwise documented. Late payment fees will be charged at one percent (1%) per month or part thereof will be charged for any payment that is more than thirty (30) days late.
- CURRENCY: USD
- SHIPPING METHOD: Bestway.
- SHIPPING TERMS: Ex Works.
- MAINTENANCE: Annual service and maintenance contracts are available. The installation and/or maintenance costs quoted above are valid for standard installations and maintenance only. Any installation or maintenance work that requires non-standard equipment, materials, or regulatory expenses may be subject to an additional charge.
- ESTIMATED DELIVERY: We, like many businesses, are experiencing periodic disruptions in our supply chain. Accordingly, you may expect delivery times to approach, or exceed, 8 weeks. Thank you for your patience and understanding during these unusual times. You will receive an e-mail when all, or a portion, of, your order has shipped.
- Applicable taxes are not included. This order is subject to sales tax at the time of invoicing.