

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. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify the Vet of such discrepancy. Following County's notification of any discrepancy as to an invoice, the Vet must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

SECTION V
GENERAL ADMINISTRATION

A. **Audits.** All surgical costs of the Vet may be audited by the office of the Williamson County Auditor. Additionally, an annual on-site audit, at the Vet's office(s), may be conducted by the County. All financial records shall be made available to the County or its authorized representatives during regular business hours at the Vet's office(s). If an independent annual audit or review is performed, a copy of any such audit or review shall be furnished to the County immediately upon its completion.

B. **Costs of Surgery.** The Shelter shall be solely responsible for all surgery costs, including surgical personnel. The Vet agrees to only perform those surgical procedures authorized in advance by the Shelter staff.

The County shall make available the following to the Vet to facilitate the professional services to be rendered:

1. Two (2) surgical tables;
2. Surgical lights for each table;
3. Anesthesia machines;
4. Large capacity autoclave;
5. Monitoring devices;
6. Isoflurane anesthesia;
7. Oxygen supply;
8. Sedation chamber (for cats and small fractious animals).
9. Pre-anesthetic drugs;
10. Surgical packs;
11. Suture materials;
12. Surgical gloves; and
13. Any other supplies or materials that are necessary for the Services to be provided by the Vet hereunder.
14. The County will also obtain a DEA License and Texas Controlled Substance License in the Vet's name. This will allow purchases of

controlled substances and other drugs to be purchased. These drugs and associated records will be maintained and used by the shelter personnel.

15. The County will pay for the associated license fees to include:

- TX Controlled Substance Registration Fee - \$25.00
- TX State License Fee - \$183.00

SECTION VI EVALUATIONS AND DISPUTE RESOLUTION

This Agreement shall be reviewed annually as part of the County's budget process. This Agreement shall also be reviewed annually by the Board of the Williamson County Regional Animal Control Shelter. Except as otherwise expressed herein, if during any term of this Agreement any dispute arises between the Vet and the County, which cannot be resolved by them, they shall be referred to the Williamson County Commissioners. The decisions pertaining to any dispute shall be decided by the Williamson County Commissioners Court and shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

SECTION VII FORCE MAJEURE

Except for circumstances of a party's own negligence, neither party will be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its reasonable control including, but not limited to Acts of God, fire, flood, explosion, strikes, lock outs or other industrial disturbances, laws, rules and regulations or orders of any duly constituted government authority or non-availability of materials or transportation (each a "Force Majeure Event").

SECTION VIII LIABILITY

A. Indemnification by Vet. THE COUNTY SHALL NOT BE HELD LIABLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY THE VET FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OF EVERY KIND, FOR INJURY TO AND DEATH OF ANY PERSONS OR ANIMALS AND FOR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF OR ATTRIBUTED, DIRECTLY OR INDIRECTLY, TO THE OPERATIONS, PERFORMANCE, NEGLIGENCE, ANY ACT OR OMISSION OR FAILURE TO ACT OF THE VET UNDER THIS AGREEMENT.

B. No Indemnification by County. Vet acknowledges and agrees that under the Constitution and the laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless any other party, including but not limited to Vet; therefore, all references of any kind to County indemnifying, holding or saving harmless any