

PROFESSIONAL SERVICES AGREEMENT
CITY OF SEGUIN, TEXAS

The City of Seguin, a Texas home-rule municipality (hereinafter the “City”) with administrative offices at 205 N. River Street, Suite 300, Seguin, Texas 78155, and **Dr. Scott Bugai** (hereinafter “Contractor”), whose primary place of business is located at 3058 Sutherland Springs Rd, Seguin, Texas, 78155, hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the 5th day of May, 2026 (hereinafter “Effective Date”). The City and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

1. OVERVIEW

Contractor shall perform spay and neuter services, preventative and routine medical care, medical diagnosis and treatment, provide program support, and record and maintain records. Contractor may also perform additional, related, services on an as-needed basis. Additional terms and conditions related to Contractor’s scope of work are attached hereto as **Exhibit A** and incorporated herein for all purposes.

2. SERVICES

Contractor agrees to perform services for the City in accordance with the City’s instructions and, in particular, the instructions of the City Manager, his/her designee, and/or the City Attorney, and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall include those services and terms attached hereto as **Exhibit A** (collectively “the Work”). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits “A” and/or “C”), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit “C”, attached hereto.

4. DURATION

The parties agree that the Work shall be performed on an as-needed basis. The initial term of the Agreement is for one (1) year from the Effective Date, with four (4) additional one (1) year renewals on an annual basis, unless otherwise terminated by either party with at least thirty (30) days written notice.

5. COMPENSATION

Contractor will be compensated for the Work on a per-hour basis, the terms of which are cited in Contractor’s rate schedule, which is attached hereto as Exhibit “B.” Despite any reference to Contractor’s rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the pricing will remain firm during the contract period. However, prices may be reevaluated and raised each renewal period due to inflation and increased operating costs. Such price changes shall be agreed to, in writing, by both parties. The City shall pay Contractor on an a per-hour basis for the Work performed under this Agreement.

6. PAYMENT

Contractor shall invoice the City for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The City agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below. In the event the City Council for Seguin, Texas fails to appropriate adequate funding for this Agreement in any given fiscal year, this Agreement shall automatically terminate on October 1st of such fiscal year.

7. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the City at the following:

Steve Parker, City Manager
205 N. River Street
Seguin, Texas 78155
sparker@seguintexas.gov

With Copy to:

Mark Kennedy, City Attorney
205 N. River Street
Seguin, Texas 78155
mkenedy@seguintexas.gov

All notices issued by the City under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

8. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the City as an additional insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the City within seven (7) days of the new policy date by sending a copy to the places for Notice listed above.

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days

after the City has received written notice as evidenced by a return receipt of registered or certified mail.

9. MUTUAL INDEMNITY

CONTRACTOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, DIRECTORS AND EMPLOYEES AGAINST ALL DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, TO THE EXTENT CAUSED BY CONTRACTOR'S NEGLIGENT PERFORMANCE OF THE WORK UNDER THIS AGREEMENT AND THAT OF ITS SUBCONTRACTORS OR ANYONE FOR WHOM THE CONSULTANT IS RESPONSIBLE OR LEGALLY LIABLE.

THE CITY AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS CONTRACTOR, ITS OFFICERS, DIRECTORS, EMPLOYEES AND SUBCONTRACTORS AGAINST ALL DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, TO THE EXTENT CAUSED BY THE CITY'S NEGLIGENT ACTS IN CONNECTION WITH THIS AGREEMENT.

NEITHER THE CITY NOR CONTRACTOR SHALL BE OBLIGATED TO INDEMNIFY THE OTHER PARTY IN ANY MANNER WHATSOEVER FOR THE OTHER PARTY'S NEGLIGENCE.

10. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

11. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 7, 9, 11, 13, 14, 15, 16, 17, 19, 20 and 21.

12. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

13. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

14. MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

15. SECTION HEADINGS, EXHIBITS

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled “Overview,” shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

16. WAIVER BY PARTY

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

17. GOVERNING LAW AND VENUE

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Guadalupe County, Texas.

18. ASSIGNMENT

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party’s prior written consent thereto.

19. BINDING EFFECT

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

20. ENTIRE AGREEMENT; AMENDMENT

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

21. WORK PRODUCT

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of the City during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

22. TERMINATION BY CITY

This Agreement may be terminated by the City, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up

to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the City.

23. OPEN RECORDS

The City of Seguin is governed by the Texas Public Information Act (the “Act”), Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this agreement may be subject to release under the Act. Consultant will not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of the City.

24. BOYCOTT OF ISRAEL

Pursuant to Chapter 2270, Texas Government Code, Contractor certifies Contractor (1) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

25. BUSINESS WITH FOREIGN TERRORIST ORGANIZATIONS

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

CITY OF SEGUIN

_____<Contractor>_____

Steve Parker
City Manager

Name: Scott Bugai
Title: Veterinarian

EXHIBIT A

Scope of Work

The selected contractor shall provide veterinary services including, but not limited to, the following:

A. Spay and Neuter Services

- Perform surgical sterilization (spay/neuter) for dogs and cats in the shelter's care.
- All spay and neuter services shall be performed on-site at the City of Seguin Animal Services shelter, within the shelter's designated medical suite.
- Designated days of the week services will be provided
- Estimated start and end times for surgical services on scheduled days
- The maximum number of animals that can be accommodated per service day (separately identified for shelter animals and TNR, if applicable)
- Provide pre-surgical examinations and post-operative monitoring.

The proposed schedule must ensure consistency and reliability to support shelter operations and population management goals. Any changes to the agreed-upon schedule must be communicated in advance and approved by Animal Services

B. Preventative and Routine Medical Care

- Administer core vaccinations, including rabies, as appropriate.
- Provide parasite prevention, testing, and treatment.
- Conduct health assessments for shelter animals as requested.

C. Medical Diagnosis and Treatment

- Diagnose and treat illness or injury for shelter animals.
- Prescribe and administer medications as necessary.
- Provide treatment recommendations to shelter staff.

D. Program Support

- Participate in Trap-Neuter-Return (TNR) efforts, including sterilization and vaccination of community cats.
- Support low-cost spay/neuter or community outreach initiatives when applicable.

E. Records and Reporting

- Maintain accurate medical records for all animals treated.
- Provide periodic reports on services rendered and outcomes, as requested.

EXHIBIT B

Rate Schedule

Hourly Rate

Dr. Bugai will operate at a rate of \$280 per hour and shall work 2 hours minimum each week, on Monday and/or Thursday. Based on the number of surgeries for that day/week Contractor could be scheduled to operate on only one day of the week. The schedule is designed to be flexible, but, unless otherwise agreed by the Parties, shall not exceed two days a week.

Rate Adjustment

To account for cost of living increases, there will be a 3% increase per year for the initial term of the Agreement of one (1) year from the Effective Date, with four (4) additional one (1) year renewals on an annual basis until the contract is terminated by either party.

Year	Hourly Rate	Interest
Year 1	\$280.00	+0%
Year 2	\$288.40	+3%
Year 3	\$296.80	+3%
Year 4	\$305.20	+3%
Year 5	\$313.60	+3%

EXHIBIT C

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. N/A

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____

EXHIBIT D

Certificate of Insurance