

Consulting Contract

This Consulting Contract ("Contract") is made effective as of May 28, 2024, by and between Atascosa County Texas and Dr. Stephen Pustilnik, Fort Bend County Medical Examiner.

Dr. Stephen Pustilnik has a background in operating a Medical Examiner's Office and the construction of a Medical Examiner's facility and is willing to provide services to Atascosa County Texas based on this background.

Atascosa County Texas desires to have services provided by Dr. Stephen Pustilnik.

Therefore, the parties agree as follows:

1. Description of Services. Beginning on June 1, 2024, Dr. Stephen Pustilnik will provide the following services (collectively, "Services"): consultation on the construction of a Medical Examiner's facility, to be constructed in Atascosa County and the operations and needs of a Medical Examiner's office.

2. Performance of Services. The manner in which the Services are to be performed and the specific hours to be worked by Dr. Stephen Pustilnik shall be determined by Dr. Stephen Pustilnik. Atascosa County Texas will rely on Dr. Stephen Pustilnik to work as many hours as may be reasonably necessary to fulfill Dr. Stephen Pustilnik's obligations under this Contract.

3. Payment. Atascosa County Texas will pay a fee to Dr. Stephen Pustilnik for the Services of \$1,500.00 per month. This fee shall be payable monthly, no later than the fifteenth day of the month following the period during which the Services were performed.

4. Term/Termination. This Contract may be terminated by either party upon 10 days' written notice to the other party.

5. Relationship of Parties. It is understood by the parties that Dr. Stephen Pustilnik is an independent contractor with respect to Atascosa County Texas, and not an employee of Atascosa County Texas. Atascosa County Texas will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Dr. Stephen Pustilnik.

6. Confidentiality. Atascosa County Texas recognizes that Dr. Stephen Pustilnik has and will have access to proprietary information (collectively, "Information") which are valuable, special, and unique assets of Atascosa County Texas and need to be protected from improper disclosure, including, but not limited to, plans for a Medical Examiner's facility and other confidential information. In consideration for the disclosure of the Information, Dr. Stephen Pustilnik agrees that Dr. Stephen Pustilnik will not at any time or in any manner, either directly or indirectly, use any Information for Dr. Stephen Pustilnik's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of Atascosa County Texas. Dr. Stephen Pustilnik will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Contract.

7. Confidentiality After Termination. The confidentiality provisions of this Contract shall remain in full force and effect after the termination of this Contract.

8. Return of Records. Upon termination of this Contract, Dr. Stephen Pustilnik shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Dr. Stephen Pustilnik's possession or under Dr. Stephen Pustilnik's control and that are Atascosa County Texas's property or relate to Atascosa County Texas's business.

9. Notices. All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for Atascosa County Texas:

Atascosa County Texas
County Judge Weldon Cude
#1 Courthouse Circle Drive, Suite 206
Jourdanton, Texas 78026

If for Dr. Stephen Pustilnik:

Dr. Stephen Pustilnik

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

10. Entire Agreement. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

11. Amendment. This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

12. Severability. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. Waiver of Contractual Right. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

14. Applicable Law. This Contract shall be governed by the laws of Texas.

15. Interruption of Service. Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of 30 days, either party shall have the right to terminate this Contract upon 10 days prior written notice to the other party.

16. Assignment. Dr. Stephen Pustilnik agrees that he will not assign, sell, transfer, delegate, or otherwise dispose of any rights or obligations under this Contract without the prior written consent of Atascosa County Texas. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Contract shall prevent the consolidation of Atascosa County Texas with, or its merger into, any other corporation, or the sale by Atascosa County Texas of all or substantially all of its properties or assets, or the assignment by Atascosa County Texas of this Contract and the performance of its obligations hereunder to any successor in interest or any affiliated company. Subject to the foregoing, this Contract shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

Dated to be effective this the _____ day of _____, 2024.

Atascosa County, Texas, a political subdivision of the State of Texas:

By: _____ Date: _____
Weldon Cude, County Judge

Dr. Stephen Pustilnik

_____ Date: _____
Dr. Stephen Pustilnik

**By law, the County Attorney's Office may only advise or approve agreements or legal documents on behalf of its clients. It may not advise or approve an agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should NOT rely on this approval, and should seek review and approval by their own respective attorney(s).*