

**INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY AND ATASCOSA COUNTY
FOR CONSULTING SERVICES**

This Interlocal Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE by and between **Atascosa County**, a body corporate and politic, acting herein by and through its duly authorized representatives, (hereinafter referred to as “Atascosa”), and **Fort Bend County**, a body corporate and politic, acting herein by and through its duly authorized representatives, on behalf of the Fort Bend County Medical Examiner, (hereinafter referred to as “Fort Bend”), collectively referred to herein as “Party” or “Parties”.

RECITALS:

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE authorizes local governments to contract with each other and a state agency to provide governmental functions or services; and

WHEREAS, Fort Bend County operates the Fort Bend County Medical Examiner’s Office located at 3840 Bamore Road, Rosenberg, Texas; and

WHEREAS, Atascosa, desires to retain the services of Dr. Stephen Pustilnik, Fort Bend County Medical Examiner to consult with Atascosa County concerning the construction and operation of a Medical Examiner’s Office in Atascosa County, which is similar to the Fort Bend County model; and

WHEREAS, Dr. Stephen Pustilnik has a background in the construction and operation of a Medical Examiner’s facility and is willing to provide services to Atascosa County Texas; and

WHEREAS, the Parties to this Agreement each find that the amount paid for the services performed under this Agreement, if any, is reasonable and fairly compensates the performing party; and

WHEREAS, this Agreement shall supersede any agreements or amendment thereto previously executed by the parties.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

2. **Purpose.** The purpose of this Agreement is for the County to authorize (but not require) the Fort Bend County Medical Examiner to provide consulting services to Atascosa County.

3. **Scope of Services.**

- a. Dr. Stephen Pulstinik, the Fort Bend County Medical Examiner (the “Medical Examiner”), shall provide consulting services to Atascosa County concerning 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.
- b. The manner in which the Services are to be performed and the specific hours to be worked by the Medical Examiner shall be determined by Dr. Stephen Pustilnik. Atascosa understands and agrees that Dr. Stephen Pustilnik may work as many hours as may be reasonably necessary to fulfill Dr. Stephen Pustilnik's obligations under this Agreement.
4. It is expressly understood and agreed to by the parties that the Fort Bend County Medical Examiner shall have no duty or obligation to the Atascosa County or the residents of Atascosa County other than those duties and obligations that are set forth herein.

4. **Time for Performance.** The Time of Performance of the Scope of Services under this Agreement shall begin upon the execution of this Agreement by Fort Bend County and shall end no later than December 31, 2024, unless extended by mutual agreement of the parties.

5. **Payment.**

- a. Atascosa County, Texas shall pay a fee to Fort Bend County for the Services outlined herein, at a rate of \$1,500.00 per month. The Maximum Compensation to Fort Bend County for the Services performed under this Agreement is _____ Dollars (\$_____). In no event shall the amount paid by Atascosa County to Fort Bend County under this Agreement exceed said Maximum Compensation without an approved change order.
- b. Upon completion of the tasks identified in the Scope of Services, the Medical Examiner shall submit to the person designated by Atascosa County, one copy of the invoice showing the amount due for services performed in a form acceptable to Atascosa County. This fee shall be payable each month, no later than the fifteenth day of the month following the period during which the Services were performed.
- c. All payments shall be made payable to Fort Bend County and shall be delivered to the Fort Bend County Treasurer, 301 Jackson Street, Suite 514, Richmond, Texas 77469.

6. **Term/Termination.** It is expressly understood and agreed to by the parties that the period or term of this Agreement may be terminated without cause at any time by either party giving to the other party at least ten (10) days advance written notice of its intent to terminate, specifying in the notice the effective date of the termination. Such notice shall be given by registered or certified mail, return receipt requested, and shall be effective when mailed to the address stated herein.

7. **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 or agent 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.

8. **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 Fort Bend County, Texas

Dr. Stephen Pustilnik
Fort Bend County Medical Examiner
3840 Bamore Road,
Rosenberg, Texas 77471

With Copy To:

Fort Bend County
Attn: Fort Bend County Judge
401 Jackson St., 1st Floor
Richmond, Texas 77469

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.

9. **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.

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

11. **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 will become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. **No Waiver of Immunity or Contractual Right** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by either County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas. 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.

13. **Applicable Law and Venue.** This Contract shall be governed by the laws of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.

14. **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.

15. **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.

16. **Non-appropriation.** Medical Examiner understands and agrees that in the event no funds or insufficient funds are appropriated by Atascosa County under this Agreement, Atascosa County shall immediately notify Medical Examiner in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or Atascosa County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by Atascosa County in any amount(s) in excess of those previously funded.

17. **Ownership and Reuse of Documents.** All work product and data produced or developed under this Agreement by the Medical Examiner, including any documents, data, notes, reports, research, graphic presentation materials, and any other related material, shall at all times be the property of Atascosa County. County, at all times, shall have a right of access to such work product and information. The Medical Examiner shall promptly furnish all such work product and data to Atascosa County on request. Notwithstanding the foregoing, Medical Examiner shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.

18. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.

19. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

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

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, this Interlocal Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

ATASCOSA COUNTY, TEXAS

FORT BEND COUNTY, TEXAS

By: _____
Weldon Cude, County Judge

By: _____
KP George, County Judge

Date: _____

Date: _____

ATTEST:

ATTEST:

Theresa Carrasco, Atascosa County Clerk

Laura Richard, Fort Bend County Clerk

APPROVED AND AGREED BY:

Dr. Stephen Pustilnik,
Fort Bend County Medical Examiner

Date: _____

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:



Trent Rowell, Assistant County Attorney

LaNetra S. Lary, Assistant County Attorney
Chief, General Counsel Division

LEGAL DISCLAIMER:

**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. Each County Attorney's Office review of this document was conducted solely from the legal perspective of their client. Any approval of this document was offered solely for the benefit of the client. Other parties should NOT rely on this approval and should seek review and approval by their own respective attorney(s).*