

**CONTRACT BETWEEN
TITUS COUNTY, TEXAS, AND
BRAD DUNCAN**

This Contract is made and entered into by and between **Titus County, Texas** (hereinafter referred to as the "County") and **Brad Duncan** (hereinafter referred to as the "Contractor").

1. Scope of Services

The Contractor agrees to perform the duties of the County Nuisance Abatement Officer, which include:

- Investigating complaints related to public nuisances within the unincorporated areas of Titus County.
- Enforcing the County's nuisance abatement procedures in accordance with Chapter 343 of the Texas Health and Safety Code.
- Coordinating with County officials and departments to ensure compliance with applicable laws and regulations.
- Maintaining accurate records of investigations, actions taken, and resolutions achieved.
- Providing regular reports to the County Commissioners Court on activities and outcomes.

2. Term of Agreement

This Contract shall commence immediately upon both parties signature and continue on a month-to-month basis until terminated by either party in accordance with Section 5 of this Contract.

3. Compensation

The County agrees to pay the Contractor a fee of \$500 per month for services rendered. Payment shall be made on the first regularly scheduled payroll date of the County.

4. Independent Contractor

The Contractor shall perform all services under this Contract as an independent contractor and not as an employee of the County. The Contractor shall have no authority to bind the County or otherwise incur liability on behalf of the County.

5. Termination

Either party may terminate this Contract, with or without cause, by providing thirty (30) days written notice to the other party. Upon termination, the Contractor shall be compensated for services performed up to the effective date of termination.

6. Compliance with Laws

The Contractor agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of services under this Contract.

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7. Confidentiality

The Contractor agrees to maintain the confidentiality of any information obtained in the course of performing services under this Contract and shall not disclose such information without the prior written consent of the County.

8. Indemnification

The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from the performance of services under this Contract, provided that such claim, damage, loss, or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor.

10. Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, representations, and understandings, whether written or oral, relating to the subject matter of this Contract.

11. Amendments

Any amendments to this Contract shall be in writing and signed by both parties.

12. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year signed, as indicated below.

TITUS COUNTY, TEXAS

By: [Signature]
Name: Kent Cooper
Title: Titus County Judge
Date: Feb 3, 2025

BRAD DUNCAN

By: [Signature]
Name: Brad Duncan
Title: Contractor
Date: 2/3/25

