

CONTRACT FOR SERVICES AGREEMENT

This ***CONTRACT FOR SERVICES AGREEMENT*** (this "Agreement") is made effective as of December 1, 2017, by and between ***County of Hidalgo, Texas by and through the 449th Judicial District Court*** (the "Company") of 2802 S. Business Hwy. 281 Edinburg Texas 78539, and ***956 Insider dba Sila Innovations*** (the "Contractor") of 506 W. University Dr. Edinburg Texas 78539. In this Agreement, the party who is contracting to receive the services shall be referred to as "Company", and the party who will be providing the services shall be referred to as "Contractor."

1. DESCRIPTION OF SERVICES. Beginning on December 1, 2017, Contractor will provide the following services (collectively, the "Services") described in Exhibit A.

2. PAYMENT FOR SERVICES. Company will pay compensation to Contractor for the Services in the amount of \$2699.70.

No other fees and/or expenses will be paid to Contractor, unless such fees and/or expenses have been approved in advance by the appropriate Company executive in writing. Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

3. TERM/TERMINATION. This Contract has an initial term of three (3) months and will automatically renew at the end of the term for an additional term of three (3) months unless terminated by either party upon thirty (30) days prior written notice to the other party. An email notice by one party will suffice.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that Contractor is an independent contractor with respect to Company, and not an employee of the Company. Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

5. CONFIDENTIALITY. Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Company. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Company, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Company, and any and all trade secrets, customer lists, or pricing information of the Company. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. Contractor will

not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Contractor will return to Company all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

7. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless Company from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Company that result from the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents.

8. NO RIGHT TO ACT AS AGENT. An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Company has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Company has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Company and has an obligation to notify any involved parties that it is not an agent of the Company.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

10. WAIVER OF BREACH. The waiver by Company of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

11. SEVERABILITY. If any provision of this Agreement 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 Agreement 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.

12. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Texas.

13. SIGNATORIES. This Agreement shall be signed by **Ramon Garcia, County Judge** on behalf of **Hidalgo County** and by **Brandy Roxanne Celedon** on behalf of **Sila Innovations**. This Agreement is effective as of the date first above written.

COMPANY:
HIDALGO COUNTY

_____ Date: _____
Ramon Garcia, County Judge

CONTRACTOR:
Sila Innovations

Brandy Celedon Date: 11/17/17
Signature Brandy Roxanne Celedon