

**RHYAN TECHNOLOGY SERVICES, LLC
AND
Hidalgo County Sheriff's Office
License, Customization, Implementation and Support Agreement**

This Agreement is made as of December 19, 2023 between **Rhyan Technology Services, LLC** a Texas limited partnership (hereinafter sometimes referred to as "Company") and **Hidalgo County Sheriff's Office** (hereinafter called "Client").

RECITATIONS

- A. Rhyan Technology Services, L.L.C. is engaged in the business of providing information technology software, support and services for specified periods of time and or fixed priced services ("Statement of Work" or "Statements of Work") with Clients.
- B. Client has a need for a software application developed Rhyan Technology Services called LogSoft. LogSoft is an electronic logbook, roster and time keeping system with RFID logging.
- C. The Company, will provide the application, implementation and the ongoing maintenance and support of the system in accordance with the terms and conditions contained in this Agreement.

In consideration of the premises and the mutual covenants hereinafter set forth, the Company and Client have agreed as follows:

- 1. Scope of Agreement. This agreement sets forth the terms and conditions applicable to the performance of specific Statement of Work and Schedules to be provided by the Company for the Client. The Company and Client acknowledge that the Statement of Work and Schedules outlined in the appropriate Exhibits will specifically designate the work and the cost of the work to be performed.
- 2. Services. The Company agrees to provide specialized services for the specific period of time associated with each appropriate Statement of Work with the Client(s) that have retained the Company. The details of the Statement of Work and any special terms applicable with respect thereto are set forth in the appropriate Exhibit attached hereto and made a part hereof which shall be supplemented with respect to each Statement of Work.
- 3. Term of Agreement. The term of this Agreement shall be one (1) year commencing on the last date of approval by Company and Client. Prior to the expiration of the original term, Company and Client may extend the Agreement, upon mutual agreement, for up to four (4) optional one-year terms.
- 4. Compensation for Services. The Company shall be paid at the fixed rate as outlined in each appropriate Exhibit. Company will be required to maintain a record of all work completed by assigned personnel on behalf of the Client and the Company. Each task order shall be verified and signed by an authorized employee of the Client whose name and title shall be provided to the Company by the Client. Payment for invoices submitted shall be made to the Company by the Client within 30 days from receipt of a valid invoice and any supporting documentation required.

5. Independent Contractor Status. Company is being retained as an independent contractor to provide the services of herein specified. Company agrees that its Personnel are not employees of the Client and are not entitled to any rights, benefits or privileges provided by Client to its own employees.
6. Travel Expenses. The Client shall reimburse the Company for any business travel or other expenses incurred by the Company that are not covered by the statement of work, provided that such expenses are pre-approved and fully reimbursable to the Company by the Client.
7. Confidentiality. The Company agrees that all information relating hereinafter to the business operations of the Client shall be held in strict confidence, and shall not be disclosed by the Company without the prior written consent of the Client, as applicable.
8. Patents, Reports, Work Products. The Company maintains ownership of all invention, improvements, discoveries and the like (whether or not patentable), and all software, documentation, and other work of authorship, which the Company conceives, devises, develops, perfects, creates or uses, whether singly or with others, in the performance of the Statement of Work, and all intellectual property rights in them shall be understood to constitute the sole property of the Company. In confirmation hereof, the Client hereby expressly assigns all right (including, without limitation, patent rights and copyrights) in such inventions, works of authorship, and the like hereafter developed or conceived by the Company while performing such services for the Client(s) to the Company for the exclusive use and beneficial ownership of the Company. Any patent applicable or continuations thereof covering any invention, improvement or discovery which is the property of the Company under the provisions of this Agreement shall be property of the Company and shall be filed at the expense of the Company and shall be prosecuted and maintained under its exclusive control.
9. Infringement. Company agrees to, and does hereby indemnify and hold the Client harmless against any claims of patent or intellectual property infringement, including the cost of defense or any settlement or judgment. Client will report the claim to the Company promptly upon receipt.
10. Notices. All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Agreement shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Agreement shall be sent to the party at the respective address indicated below or to such other address as such party shall have notified the other party in writing.

Company:
Rhyan Technology Services, LLC
901 S. Mopac Expressway
Plaza One, Suite 300
Austin, TX 78746

Client:
Hidalgo County Sheriff's Office, Attention:
Sheriff Eddie Guerra
711 El Cibolo Road
Edinburg, TX 78541

- 11. No Waiver. The failure of either party to enforce any provision of this Agreement 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 Agreement.
- 12. Termination of Agreement: Termination will occur one year from the date of full execution of the Agreement unless optional renewal has been executed.
- 13. Applicable Law. This Agreement shall be governed by the laws of the State of Texas. Venue of any dispute shall be in a court of competent jurisdiction sitting in Hidalgo County, Texas.
- 14. Validity of Remaining Provisions in the Event of Invalidity of any Term or Provision. If any term, provision or covenant of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
- 15. Complete Agreement. This Agreement sets forth the complete agreement between the Company and Client with respect to Contract Assignments covered hereby and no additions, alterations or modifications to any of the terms of the Agreement will be binding on a party unless evidenced by a written amendment signed by the parties or a supplement to Exhibit “1” hereto duly signed or initialed by the parties for identification.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals.

DATED: December 19, 2023

Hidalgo County Sheriff’s Office

Rhyan Technology Services, LLC

By: _____

By: _____

Name: Eddie Guerra

Name: Bill Rhyan

Title: Sheriff

Title: President

EXHIBIT 1

Proposed Cost for initial Licensing, Customizations, and Implementation of the LogSoft RFID Inmate Logging and Tracking System Statement of Work

LogSoft System is an electronic logbook and inmate security check RFID tracking system.
Benefits include:

- System personalization of basic features to meet the needs of the facility.
- RFID Tracking for Visuals, Counts and Suicide Watches
- Electronic Log Entries
- Track manual labor credits for inmates
- Reduce recordkeeping costs
- Reduce record research costs
- Assure inmate population and location is accurate and knowledge is shared with all officers for officer safety.
- Many more customizable safety and convenience features as needed by the facility

Phase I: Customization and System Configuration

Rhyan Technology Services will work with you and your jail administrator to develop a custom layout for each of the four jail facilities. This includes beds, cells, post, seg cells, medical cells, control rooms, and any other area of the jails that you want included. Other aspects of customization are:

- Location names (375 tags)
- Off post locations
- Common phases used for log entries
- Countdown clock (Visuals / Counts)
- Usernames and Passwords
- User Permission levels and roles
- Develop FTP process and file layout for data interface with JMS
 - Inmate ID
 - Inmate name
 - Hazards codes
 - Housing location within the jail
- Setup inmate beds for each jail
- Work with JMS provider to get data file setup
- Customer approves customization requirements

Phase II: Configuration, Testing and Implementation of the Facility

- Configure facility customizations from Phase I
- Setup and Configure 32 tablets
- Setup 50 Wands
- Test system configuration and interface to JMS
- Install 375 RFID locations in the facilities (Onsite)
- 500 Officer Tags
- User acceptance testing (Onsite)
- Training the trainers (Onsite)
- Implementation (Onsite)
- 365-day 24/7 support

Cost:

Hardware (tablets, wands, cell tags, officer tags): \$68,900.00

RFID Tablets: 32 X \$1031.25 = \$33,000.00

RFID Wands: 50 X \$543.00 = \$27,150.00

RFID Wall Tags: 375 X \$10.00 = \$3,750.00

RFID Officer Tags: 500 X \$10.00 = \$5,000.00

Custom Software Development, Testing, Training and Travel Cost: \$76,850.00

Application Architect: \$149.51 X 40Hours = \$5,980.00

Cloud Solutions Architect 2: \$137.36 X 40Hours = \$5494.40

Software Developer 3: \$144.24 X 100Hours = \$14,424.00

Database Architect 2: \$160.00 X 100Hours = \$16,000.00

QA / Test Manager 3: \$144.95 X 68Hours = \$9856.60

Project Manager 3: \$144.24 X 116Hours = \$16,731.84

Training Cost: \$73.18 X 16Hours = \$1,170.88

Travel Cost: \$7,192.28

Total Setup and Equipment Cost Listed (due at signing): \$145,750.00 no other fees unless additional equipment is requested by customer.

After Install Monthly SAAS Cost: \$1000.00

Signatures:

Client:

Hidalgo County

Company:

Rhyan Technology Services, LLC

Sheriff Eddie Guerra

Bill Rhyan

Date

Date

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON December 19, 2023.

Agenda Item No. 93413

Executive Office: _____

VENDOR:
Rhyan Technology Services, LLC

COUNTY:
Sheriff's Office

Bill Rhyan, President

J.E. Eddie Guerra, Sheriff

APPROVED AS TO FORM
Office of the Hidalgo County
Criminal Justice Attorney,
Toribio "Terry" Palacios

ATTEST:

Michelle Lopez, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)