

- E. Provide the telephone circuits and modems to communicate with the County's computer network.
- F. Provide JIMS with its current Texas Law Enforcement Telecommunications System Mnemonic Address to facilitate return communications.

III.

Upon execution of this Agreement, the County agrees to furnish the Participating Agency a list of transaction codes and/or system message key mnemonics to enable authorized employees and agents of the Participating Agency's law enforcement branch to obtain access, for full service purposes only, to the information in SETCIC. The Participating Agency agrees to provide the County with a list of names and business addresses of all authorized terminal operators, computer operators, programmers, administrative staff and other data processing employees who will have access to SETCIC for full service purposes only. Access is granted to authorized persons upon certification of satisfactory completion of training provided by the JIMS Training Section as follows:

- A. If the communications protocol used by the Participating Agency causes the Participating Agency's computer to appear to SETCIC as a 3270-type device, in addition to the above-described certification by JIMS, then unique passwords shall be assigned to the appropriate personnel.
- B. If the communications protocol used by the Participating Agency causes the Participating Agency's computer to appear to SETCIC as a terminal device similar to the stand-alone devices in use on the TLETS network, in addition to the above-described certification by JIMS, then passwords are not issued.

Use of a password for access to SETCIC by any person other than the owner of the password or use of SETCIC by a person or persons not certified as trained by JIMS Training Section is grounds for termination of this Agreement pursuant to Paragraph VI.

IV.

The term of this Agreement is perpetual, beginning on the date of execution, which is written just above the signatures below, and shall remain in force unless it is terminated by either party giving the other party thirty (3) days prior written notice of its intent to terminate. Notwithstanding the foregoing, the County reserves the right to terminate this Agreement immediately upon the occurrence of one or more of the following:

- A. Use of the Participation Agency's equipment to obtain information from SETCIC by any person who has not been

assigned a password or otherwise authorized to have access to the SETCIC system by JIMS;

- B. Use of the Participating Agency's equipment to obtain information from SETCIC by any person who accesses SETCIC by utilizing another person's password;
- C. Use of the Participating Agency's equipment to obtain information by a person who is not certified as trained by the JIMS Training Section;
- D. Any attempt to gain access through the Participating Agency's computer and associated equipment to information in SETCIC that is not authorized by JIMS;
- E. If the computer capacity of SETCIC is inadequate to meet the computer needs of both the County and the Participating Agency and that condition continues for a period of thirty (30) days; or
- F. Violation of any rules, regulations, policies and/or procedures for SETCIC as established and as may be amended from time to time by the JIMS Executive Board.

V.

With regard to the use of SETCIC, it is expressly understood and agreed that the Participating Agency has access only to the information available to it through the transaction codes and/or system message key mnemonics provided to it by the County, for law enforcement purposes only, and to no other computer data without the written consent of the County. Further, it is understood that the dissemination or release of confidential information to any law enforcement agency, peace officer or individual is governed by local, state and/or federal rules, regulations, statutes, and judicial decisions.

VI.

The Participating Agency has access to SETCIC twenty-four (24) hours a day, each and every day of the week, except during the time periods reserved for weekly file maintenance. The County is not liable for any temporary inability of the Participating Agency to obtain access to SETCIC due to maintenance, break downs, and other causes beyond the control of the County. In the event that the capacity of SETCIC is inadequate to meet the needs of the Participating Agency and the County, the rights of the County prevail.

VII.

The County neither guarantees nor is it responsible for the accuracy or timeliness of the information contained in SETCIC and, in the event of mistake or inaccuracy, the County bears no liability. Further, the Participating Agency agrees to verify the accuracy of the records with the office of the appropriate law enforcement agency that has in its possession the original warrants of arrest. **FAILURE TO VERIFY THE ACCURACY OF RECORDS WITH EACH LAW ENFORCEMENT AGENCY PRIOR TO THE EXECUTION OF A WARRANT OF ARREST IS GROUNDS FOR TERMINATION OF THIS AGREEMENT.**

VII.

The Participating Agency agrees that it is responsible for the acts or failure to act of its employees, agents or servants in regard to any use (authorized or unauthorized) of the Participating Agency's terminal and/or printer by the Participating Agency or any person; provided however, such responsibility is subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

IX.

The Participating Agency agrees to keep its terminal(s) and printer(s) functioning at an acceptable level so as not to interfere with SETCIC. Failure to do so is grounds for termination.

X.

The County reserves the right to delete or modify County information contained in SETCIC that is made available to the Participating Agency. Furthermore, the County reserves the right to change the transaction codes and programs from time to time. If a change directly affects the Participating Agency, the County agrees to give written notification of that change to the Participating Agency not less than ten (10) days prior to the change.

XI.

All notices and communication shall be mailed by certified mail, return-receipt requested, or hand delivered to the parties at the following addresses:

FOR THE COUNTY: Commissioner's Court of Harris County
 Harris County Administration Building
 1001 Preston, 9th Floor
 Houston, Texas 77002
 Attention: Clerk of Commissioner's Court

With a copy to: Harris County Justice Information Management System
406 Caroline, 2nd Floor
Houston, Texas 77002
Attention: Bruce High, Chief Information Officer

FOR THE PARTICIPATING
AGENCY

Fort Bend County Constable, Precinct 3
22333 Grand Corner Dr., Suite 103
Katy, Texas 77494
Attn: ~~Sgt. Jimmy Huston~~ Juanita Contreras
(Hust)

With a copy to: Robert Hebert
County Judge, Fort Bend County
301 Jackson Street
Richmond, Texas 77469

These addresses may be changed upon giving prior written notice. Notices are deemed given upon deposit in the United States mail.

XII.

This Agreement is not effective until it is signed by both the County Judge of Harris County and the County Judge of Fort Bend County

XIII.

This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this Agreement are of no force or effect excepting a subsequent modification in writing signed by all parties.

IN TESTIMONY OF WHICH, this Agreement has been executed in duplicate originals, each to have the same force and effect, as follows:

A. It has been executed on behalf of Harris County on the _____ day of _____, 2011, by the County Judge of Harris County, Texas, pursuant to an order of the Commissioners Court of Harris County, Texas, authorizing such execution; and

B. It has been executed on behalf of the Fort Bend County on the 20 day of December, 2011, the County Judge of Fort Bend County pursuant to an order of the Commissioners Court of Fort Bend County, Texas, authorizing such execution.

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

By *Douglas P. Ray*
DOUGLAS P. RAY
Assistant County Attorney

HARRIS COUNTY

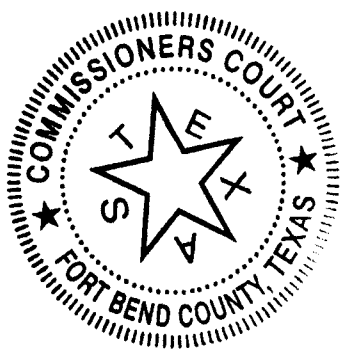
By _____
ED EMMETT
County Judge

FORT BEND COUNTY

By *Robert Hebert*
ROBERT HEBERT
County Judge, Fort Bend County
12-20-2011

ATTEST *Dianne Wilson*
DIANNE WILSON
COUNTY CLERK
FORT BEND

By *Rob Cook*
Rob Cook
Constable, Precinct 3,
Fort Bend County



Approved As To Legal Form:
M. Rangel 12/15/11
Asst. County Atty. Date

ORDER

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the _____ day of _____, 2011, with the following members present, to-wit:

Ed Emmett County Judge
El Franco Lee Commissioner, Precinct No. 1
Jack Morman Commissioner, Precinct No. 2
Steve Radack Commissioner, Precinct No. 3
R. Jack Cagle Commissioner, Precinct No. 4

and the following members absent, to-wit: _____, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN HARRIS COUNTY AND FORT BEND COUNTY CONSTABLE, PRECINCT 3

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Emmett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Morman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that the County Judge be, and is, authorized to execute for and on behalf of Harris County, an agreement between Harris County and the Fort Bend County Constable, Precinct 3 for the benefit of the Fort Bend County Constable, Precinct 3 for Computer to Computer full service access to Harris County's SETCIC. This agreement is incorporated by reference and made a part of this Order for all intents and purposes as though fully set forth word for word.

ATTACHMENT A

**Harris County
Justice Information Management System**

**Southeast Texas Crime Information Center
(SETCIC)**



Applicant Information Packet

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Southeast Texas Crime Information Center (SETCIC) Overview

Introduction

The Southeast Texas Crime Information Center (SETCIC) is the product of a long-term cooperative effort between the Harris County Commissioner's Court, the Harris County Justice Information Management System (JIMS) Executive Board and the Area Chiefs of Police. The system is an automated central repository for law-enforcement data that allows single-point query for criminal justice information.

Phase I of SETCIC is the Criminal Warrants subsystem. Phase II is the Pawnshop System.

The system is intended to be self-supporting through the collection of annual user fees from entering agencies. It is also intended to be cost effective by using equipment that agencies currently have connected to the Department of Public Safety's communication switcher in Austin. (Add 09-04-85)

Requirements for Participation

To become a SETCIC participant, and agency must:

1. Complete and return a SETCIC application (attached).
2. Execute a contract with Harris County regarding SETCIC.
3. Pay an annual fee for warrant entry. (Add 09-04-85)
4. No fee for inquiry only. (Add 09-04-85)

Access Methods

There are four (4) methods of connecting to the SETCIC mainframe computer.

1. Stand-Alone Terminal - existing hardware connected to the Texas Law Enforcement Telecommunications System (TLETS) maintained by DPS in Austin.
2. Computer to Computer - connects agency computer directly to SETCIC computer via user-funded telephone line in either stand-alone or 3270 protocol.
3. 3270 Terminal - workstation compatible with SETCIC and direct, dedicated phone line installed at user expense. Hardware may be purchased using Harris County specifications.
4. WebConnect - personal computer or Macintosh computer connected to SETCIC via the Internet.

User Fees for Entering Agencies

Fees are collected from agencies that enter warrants into SETCIC. These fees serve two purposes:

1. Offset a portion of the annual county expenditure for technical personnel to support and enhance the system.
2. Provide for self funding for future computer hardware and replacement and enhancement to provide adequate user service.

The fees are as follows:

1. Annual participation fee of \$3000.00 for full service agencies.
2. Service fee of \$.20 per warrant entered during the monthly period.
3. Monthly service fee of \$3.00 per warrant located.
4. No annual fee for inquiry-only. (Add 09-04-85)

Policies and Procedures

The JIMS Executive Board is the policy-making body for SETCIC. The SETCIC User's Group formulates and recommends changes as necessary. The User's Group consists of representatives of all user agencies. Currently the group meets quarterly.

Current copies of policies and procedures are attached.

SETCIC - PHASE I POLICIES

I. General

- A. All policies, procedures, and standards will be derived, issued and enforced by the Harris County Justice Management System (JIMS) Executive Board. (7-31-84)
- B. Agencies wishing access to SETCIC will apply to the JIMS Executive Board for approval. Subsequently, the agency's SETCIC contract will be sent to the Harris County Commissioner's Court. (7-31-84)
- C. Failure of any participant to comply with established policies and procedures will result in immediate cessation of services and all of the agency's records will be purged from the database. (7-31-84)
- D. All non-Harris County participants will access SETCIC via the TLETS switcher maintained by DPS in Austin unless approved 3270-type devices or computer-to-computer interfaces already exist or are implemented. (7-31-84)
- E. Data integrity and control will be the responsibility of the agency that initially entered the data. (7-31-84)
- F. File/record certification/validation procedures will be established regarding periodic file purges, requiring authorized signatures of agency heads for certain data retention. (7-31-84)
- G. Full-service participants will be assessed an annual user fee established by the JIMS Executive Board. (Add 09-04-85)
- H. Full-service participants will be billed on a monthly basis an amount determined by a fixed formula based upon warrants served. (Add 09-04-85)
- I. All entries/inquiries will be automatically logged for billing and auditing purposes. (7-31-84)
- J. The JIMS Executive Board may modify these policies at any time without giving prior notice. (7-31-84)
- K. All reasonable attempts will be made to provide SETCIC user access twenty-four (24) hours a day, seven (7) days a week. (Add 08-28-84)
- L. Scheduled hardware downtime will occur weekly for file reorganization. (Add 08-28-84)
- M. Any time the SETCIC and/or backup processors are unavailable for usage, automatic responses will be issued to in-coming requests indicating said condition. (Add 08-24-84)
- N. Non-Harris County funded agencies will hold persons arrested on other agency warrants for a

period not to exceed eight (8) hours after verification of warrant validity and notifying originating agency that person is in hand. (Add 09-11-84)

- O. Non-Harris County funded agencies will allow Harris County agencies to place persons arrested on a third agency's warrant in their jail facility after verification of warrant validity and notification of originating agency that person is in hand. (Add 09-11-84)
- P. Non-Harris County funded agencies arresting a person on a Harris County warrant will upon verification of warrant validity and notification of appropriate county agency do one of the following:
 - 1. Deliver the person to the downtown jail.
 - 2. Deliver the person to the nearest Harris County jail.
 - 3. Deliver the person to county personnel at a place and time agreed upon by both parties. (Add 09-11-84)
- Q. Harris County agencies arresting a person on a non-county agency warrant will, upon verification of warrant validity and notification of originating agency, either:
 - 1. Deliver the person to originating agency personnel at a place and time agreed upon by both parties.
 - 2. Deliver the person to the jail facility of the nearest participating agency for originating agency pick up. (Add 09-01-84)

II. Operational

- A. Update and inquiry formats and data content for stand-alone, TLETS-connected devices will be as nearly identical to existing TCIC/NCIC formats as possible to facilitate entry/inquiry to SETCIC, TCIC, NCIC in single operations from the user terminal.
- B. Data elements, edit and verification criteria will be identical to those used in TCIC/NCIC except where SETCIC requirements dictate data or edits beyond those required by TCIC/NCIC. In such cases, SETCIC edit and verification criteria will prevail.
- C. Harris County in-house terminals can access SETCIC with normal transaction processing methods, i.e. 3270-type protocol.
- D. Sheriff's and Constables' Office warrant system processing procedures should not change as a result of implementation of SETCIC. Update of SETCIC will be automatic with warrant acknowledgement /execution.
- E. Periodic reports will be provided indicating error conditions and records eligible for purge based upon age or other qualifications established by Executive Board policy.
- F. Positive action in the form of record modification to a verification field will be required to retain records marked for automatic purge.
- G. Each warrant entered will be assigned a unique SETCIC identifier (SID) for future record manipulations.
- H. Records will be stored in a keyed sequence of the assigned SETCIC identification number unique per record. This is required data on all records create/update operations.
- I. Cross-references will be maintained using driver license number, social security number, alien registration number, JIMS SPN when available, or other identifiers.
- J. Inquiries into the system can be made by name with or without identifiers, by SETCIC ID number, or by existing cross-reference numbers.
- K. Inquiry can be made using partial key data for a return of possible matches. This list would then be used to determine the actual key to be used.
- L. Record retrieval for update purposes will require SETCIC ID number or exact match of name, race, sex, date-of-birth and:
 - 1. Entry Agency Identifier
 - 2. Originating Agency Case Number

M. Initial warrant entry into system will require as minimum data:

1. Originating Agency Identifier (ORI)
2. Defendant's Name
3. Race
4. Sex
5. Date of Birth
6. Offense
7. Date of Warrant
8. At least one of the following:
 - a. Driver's License Number
 - b. Social Security Number
 - c. Official DPS ID Number
 - d. Alien Registration Number

N. Upon receiving a positive response to a SETCIC inquiry, the requesting agency must immediately confirm with the originating agency that the warrant is valid and in force.

III. Security

- A. Access to SETCIC files and functions will be limited to authorized agencies.
- B. The agency identifier will be the TCIC originating agency identifier (ORI).
- C. JIMS staff will operationally maintain any security files, programs and reports under the control of the JIMS Executive Board.
- D. Agencies will be allowed inquiry or update capability or both based upon approval of the JIMS Executive Board and upon execution of an approved contract with Harris County. Security profiles will be established and maintained to disallow unauthorized activity.
- E. Sanctions regarding security violations or attempted unauthorized activity will be established and enforced by the Executive Board and may include removal of the participating agency from SETCIC.
- F. All entries/inquiries will be automatically logged for security auditing purposes. Information captured will include but not be limited to:
 1. Agency identifier
 2. Operation
 3. Selection information supplied
 4. Hit/no-hit information
 5. Security breach attempt indicator
 6. Date/time

- G. No access to the files and/or records of the Harris County JIMS Criminal or Civil applications will be allowed via the state network unless specifically approved by the JIMS Executive Board.
- H. Necessary system software and file implementation, maintenance, and monitoring will be performed by the personnel of Harris County's Central Technology Center Technical Systems Group under specific contract or agreement with the JIMS Executive Board and Commissioners' Court.
- I. Hardware housed by the Central Technology Center will be secured under terms of the aforementioned contract or agreement.

SETCIC - PHASE I PROCEDURES

Policy Making, Enforcement

(See I-A, I-J)

The JIMS Executive Board will approve modifications to the SETCIC policies on an as-needed basis. Recommendations will be included as regular agenda items for each monthly meeting, and effective upon approval. Recommendations may be formulated by any or all of the following:

1. Executive Board prerogative.
2. Changes to the automated system requiring policy modification.
3. Actions taken by the user group forwarded for approval.
4. Commissioner's Court action changing basic law enforcement procedures.
5. Legislative action.

Upon Executive Board adoption of policy changes the JIMS Department will amend the policies as required and forward updates to all participants and other interested parties.

Application for Participation, Contracts

(See I-B, III-D)

Completion of and submission to the JIMS Executive Board of the SETCIC Agency Initiation form (Attachment A) will constitute formal application for participation in the SETCIC program.

All applicable information must be included. The application should be signed by the chief law enforcement officer or agency executive officer.

The JIMS Executive Board will review the SETCIC application. After approval, the JIMS Director will request that the County Attorney's Office prepare a contract to be presented to the Harris County Commissioners' Court for approval and execution. The executed contract will be forwarded to the governing body of the participating agency for approval and execution.

A full-access agency will be allowed access to SETCIC once JIMS receives the executed contract and the annual user fee. (Add 09-04-85)

An inquiry-only agency will be allowed access to SETCIC once JIMS receives the signed user agreement. (Add 09-04-85)

Sanctions, Cessation of Services

(See I-C, II-E, III-E)

Each participating agency will be required to follow all rules, regulations, policies, and procedures adopted by the Executive Board. Failure to comply may result in cessation of SETCIC services due to Executive Board action.

Violations may be determined via system management reporting, notification of violation from the user group or other methods. The Executive Board will consider each violation and/or report on its merit and direct the JIMS Director to take action based on its majority decision.

Should the action of the Executive Board be to terminate service to the participating agency, the JIMS Director will immediately notify the agency by phone and follow up with written notice.

Participating Agency Access

(See I-D)

Four methods of SETCIC access are available:

1. Stand-alone device connected to TLETS switcher maintained by DPS in Austin.
2. Direct-connect, 3270-type terminal devices.
3. Computer-to-Computer
 - a. ASYNC similar to Austin DPS Protocol
 - b. Bi-synch point-to-point
 - c. 3270 Emulation
4. Internet access through WebConnect

The mode of access will determine which contract will be executed between Harris County and the agency.

Use of existing TLETS-connected equipment is an economical method of connecting to SETCIC since most equipment is owned and DPS pays line costs.

Should an agency desire direct hook-up to Harris County, the agency must contract with an appropriate communications carrier for phone line service at the agency's expense.

Computer-to-computer interface must be made in accordance with specifications supplied by the Harris County Central Technology Center (CTC) and JIMS.

3270-type devices can be leased from Harris County under the terms of a separate contract or may be purchased directly from a vendor. JIMS and CTC must approve the hardware to be purchased.

Modulator-demodulators (modems) required for direct hook-up must be acquired and supplied by

the agency under Harris County contract or by direct acquisition subject to County approval of hardware.

Data Integrity, Data Control

(See I-E, I-F, II-E, II-F, II-M)

The quality of data resident on SETCIC files will dictate the quality of the system. It is imperative that errors be corrected immediately.

Data entered into the system is the responsibility of the entering agency. Reports will be routinely generated pointing out potential errors that must be corrected immediately. Records that are not corrected will be purged from the system.

File Purges

(See I-F, II-E, II-F)

Files will be examined monthly for records eligible for purge based on the following criteria:

1. Warrant was located over 1 month ago but has not been cleared.
2. Warrant has been marked for purge and not retained by the agency certification process.

Reports will be generated and delivered to the appropriate agencies for certification. The agency must review the list, indicate which records are to be retained, and mark the records to be retrained. The agency's chief officer must sign the marked list and return one (1) signed copy to JIMS.

Records in a purgable state will be removed during the next purge.

User Fees - Annual, Monthly

(See I-C, I-G, I-H)

Full-access agencies will be charged a three-thousand dollar (\$3000.00) annual SETCIC access fee. This fee must be remitted not more than ten (10) days after execution or renewal of the SETCIC contract. (Add 09-04-85)

Failure to remit will result in the cessation of services and the purge of all records in SETCIC.

Full-access agencies will be assessed a monthly fee by invoice amounting to the prevailing per warrant fee multiplied by the number of warrants served or located by an agency other than the originating agency plus twenty cents (\$.20) per warrant entered.
(Add 09-04-85)

Failure to remit payment to Harris County within 10 days of invoicing will result in the cessation of services and the purge of records in SETCIC.

All remittances should be made to Harris County in care of the Harris County ITC Department.

Resumption of services will be subject to Executive Board approval and may require remittance of the annual fee for reinstatement.

Format and Data Content

(See II-A, II-M, II-B, II-E, II-F, II-G, II-H)

SETCIC was designed for ease of use by persons accustomed to the TCIC and NCIC systems and the format of response screen will be very similar to TCIC/NCIC. Input data and edit criteria will closely resemble TCIC/NCIC. The purpose is to reduce the training process and provide immediate operator productivity.

Required data for warrant input matches TCIC/NCIC but additional data can be input to improve system service. Detailed information is available in the SETCIC Entry manual.

In situations where SETCIC and TCIC/NCIC requirements may differ, SETCIC will prevail in regard to data and procedures.

Access by Harris County Funded Agencies

(See II-C, III-A, III-C)

Harris County Law-enforcement agencies will access SETCIC using existing 3270, direct-connect equipment. The number and placement of workstations will be determined by each agency. Security clearances will be provided by the departmental Project Analyst as is currently done for the JIMS system.

Access to SETCIC by any non law-enforcement agency is disallowed unless expressly considered and approved by the JIMS Executive Board.

Effect Upon Existing Warrant System

(See II-D)

SETCIC will not affect the JIMS warrant subsystem processing. All Harris County warrants are added to and removed from SETCIC files via automatic program functions.

SETCIC functions will be available to current systems users through their existing terminals. Details are available in the SETCIC 3270 User's Manual.

Warrants held by Harris County law-enforcement agencies but not entered into JIMS can be directly entered into SETCIC and must be removed from SETCIC upon execution or cancellation.

SETCIC Identification Number (SID)

(See II-G, II-H, II-J, II-L)

Each warrant entered into SETCIC will be given a unique, computer-generated number. This number is the direct-access identifier for the warrant. All updates, locates, clears, and cancellations will be performed using this number.

After a warrant is entered, the SID will display at the bottom of the screen. The SID should be written on the physical document, envelope or folder and used for future reference.

Cross-Reference and Indirect Access

(See II-I, II-J, II-M)

Several identifying numbers can be entered into SETCIC for cross-reference and indirect access. These numbers include:

1. Social Security Number
2. Driver's License
3. Alien Registration Number
4. Originating Agency Case Number
5. JIMS System Person Number (SPN)
6. Official DPS ID Number

Operators may inquire using cross-reference numbers. Matches will be returned if available.

Multiple identifying numbers may be attached to a single warrant. All the identifiers above can be used together in any combination. When an operator inquires on an identifying number that has been entered into SETCIC, the warrant record will display.

Inquiries to SETCIC System

(See II-I, II-J, II-K, II-M)

Since SETCIC was designed along the lines of TCIC/NCIC, inquiries can be made with a name and personal descriptors as follows:

1. Full name with race, sex, date of birth.
2. Partial name (example: last name, first initial) with race, sex, date of birth.
3. Name and any combination of descriptor information.
4. Name or partial name only.
5. SETCIC identification number (SID).

Any inquiry formats other than 1 or 5 will result in lists of "possible" matches requiring further system query.

Identifying numbers that have been entered into a SETCIC warrant record may be used to retrieve a record.

Record Retrieval For Update

(See II-L, III-D, III-E)

To modify or update a SETCIC warrant record, use one of the following:

1. SETCIC Identification Number (SID).
2. Full, exact name, race, sex, date of birth, originating agency identifier (ORI) and agency case number.

These are the only two access methods that ensure that the exact record is updated. Use of the SID is preferred and recommended for system and operator efficiency.

Updates are defined as:

1. Modification
2. Locate
3. Clear
4. Cancel

5. Reset This operation will activate a warrant that was previously cancelled if the reset is completed before a purge.

Confirmation of Warrant Validity

(See I-A, I-C, II-N)

On the Warrant Detail screen, a current telephone number for the originating agency will display. Call this number to confirm the validity and current state of the warrant. Always confirm a warrant before taking any action on the warrant.

When an agency arrests or detains a person and determines that the person has outstanding warrants in other jurisdictions, the arresting agency must immediately contact the originating agency for confirmation. This confirmation may be completed by telephone or through the administrative messages function.

The originating agency must respond within ten (10) minutes to any request for confirmation. Should an agency not respond, the arrested person may be released and notation of the event logged by the arresting agency.

Verbal confirmation of warrants, either by phone or radio, must be followed by written notice of confirmation, either by fax or teletype, within 30 minutes, if requested by the arresting agency.

Note: No person will be incarcerated in any Harris County jail facility unless the original warrant accompanies the arrested person.

Security - Access to SETCIC Participating Agency System Identifier

(See I-B, III-A, III-B, III-C, III-D, III-E)

No agency may use the SETCIC system unless that agency has applied for access, obtained JIMS Executive Board approval, signed a contract with Harris County, and been notified by JIMS that the agency is cleared for operation.

The JIMS Department's SETCIC section will maintain control of all system security files and programs.

Security will be maintained using the originating agency identifier (ORI) as control data in conjunction with approved terminal identifiers.

The ORI will also determine the offense classification the agency is allowed to enter. County agencies are allowed to enter all classes of offenses from misdemeanor class C through felonies.

Municipalities will typically be allowed to enter class C misdemeanors. The level of offense classification is set at the time system access security clearance is provided.

Access to JIMS

(See III-G, I-D)

SETCIC participants may not access the other JIMS Systems via the TLETS network because, as it is today, JIMS has no facility to work with the communications protocol used by DPS Austin. To provide any such approved service, JIMS would be required to re-program large portions of the Criminal System and could only begin such a task at the direction of the Executive Board.

Agencies may access JIMS by using 3270-protocol and equipment. To obtain access to JIMS Criminal and Civil System files, an agency must apply to and obtain approval from the JIMS Executive Board, request a unique system sign-on code for each operator, send each operator to training in the JIMS Department, and obtain security clearance.

Dial-Up Communications

(See III-J)

Due to the nature of the data stored and processed in SETCIC, security and privacy are of major importance and concern. The use of dial-up communications has been the cause of many computer "break-ins" and is therefore widely discouraged and unencrypted dial-up is specifically prohibited for use in SETCIC. Note: The WebConnect product sends encrypted messages to and from the county mainframe.

System Availability

(See I-K, I-L, I-M)

SETCIC is designed to improve law-enforcement and officer safety. All practical attempts will be made to provide access twenty-four (24) hours per day, seven (7) days per week.

Exceptions must be made for regular system and file maintenance. Normal downtimes will occur weekly at a time determined by users as that having the least impact.

Exceptions will also appear in the form of hardware malfunctions, communication line problems, and software failure. These must be handled on an individual basis and necessary steps taken to remedy the problem.

System Availability - Scheduled Downtime

(See I-L)

System, file and hardware maintenance will require a downtime period on a weekly basis. The downtime periods should not be longer than one (1) hour at the onset but may become longer as file sizes increase.

The reason for the downtime is to clean the files of records that are in a removable or purgeable condition. If this is not done regularly, file space for new records would rapidly decrease and the time required to rebuild files and search for records would increase.

Currently, weekly downtimes are scheduled for Wednesdays at 3:00 - 4:00 AM. This time frame was chosen based upon expected low activity at this day/time.

Any changes to the downtime schedule will be the result of majority consensus of the collective users.

Problems may occur from time to time which are not foreseeable or which are known in advance to required extended downtime of the mainframe.

Definitions

I. Harris County Agency or Harris County-Funded Agency

Refers to agencies within the Harris government structure and/or funded through Harris County Commissioner's Court , i.e.:

Harris County Sheriff's Office
Harris County District Attorney
Harris County Constable - Precinct 1
Harris County Constable - Precinct 2
Harris County Constable - Precinct 3
Harris County Constable - Precinct 4
Harris County Constable - Precinct 5
Harris County Constable - Precinct 6
Harris County Constable - Precinct 7
Harris County Constable - Precinct 8
Harris County Fire & Emergency Services

II. Non-Harris County agency or Non-County Agency

Refers to a political body not within the Harris County government structure or not funded through Harris County Commissioner's Court, i.e.:

Deer Park Police Department
Katy Police Department
U. S. Marshall's Office
Galveston County Sheriff's Department
Texas Department of Public Safety

III. Full-Service Agencies

Refers to duly contracted agencies that have paid all required annual and monthly fees, and been allowed access to all SETCIC systems and files, with update and inquiry capabilities. (Add 09-04-85)

IV. Inquiry-Only Agencies

Refers to all agencies allowed access to selected SETCIC systems and files with query capability only (no update functions). These agencies have executed a user agreement and been approved by the JIMS Executive Board. (Add 09-04-85)

Contact

Send the attached application to:

Stephanie Garcia
Harris County ITC
406 Caroline, 4th Floor
Houston, Texas 77002

Approved As To Legal Form
M. Rangel 12/15/11
Asst. County Atty. Date