

HARRIS COUNTY, TEXAS

Information Technology Center

Bruce High
Chief Information Officer

1-24-2012 *
AGENDA ITEM 13

January 17, 2012

Juanita Contreras
Fort Bend County Constable, PCT 3
22333 Grand Corner Drive, Suite 103
Katy, Texas 77494

Juanita,

Per our conversation, please obtain the appropriate signatures on the enclosed agreements and return both signed copies to me. The agreements have been approved in Harris County Commissioner's court.

Harris County ITC/JIMS
406 Caroline
Houston, Tx 77002
Attn: Stephanie Garcia

If you have any questions, please do not hesitate to call 713-755-4797

Stephanie Garcia

COUNTY JUDGE
RECEIVED
JAN 19 2012

ROB COOK
CONSTABLE PCT 3
FT BEND

RECEIVED
2012 JAN 18 AM 11:50

406 Caroline Street, 4th Floor • Houston, Texas 77002-2027
Phone 713-755-6621 • Fax 713-755-8930 • www.hctx.net/itc

1-26-12 copy received

AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS AGREEMENT, made and entered into by and between HARRIS COUNTY, "County," a body corporate and politic under the laws of the State of Texas, "County," and the Fort Bend County Constable, Precinct 3, "Participating Agency."

I.

The County agrees to provide the Participating Agency with access to and use of the information maintained by Southeast Texas Crime Information Center, "SETCIC," as a Stand Alone, Inquiry-Only Participant as the term is defined in the Policies and Procedures of SETCIC, a copy which is attached as Exhibit "A" and made a part of this Agreement by reference. To the extent the Participating Agency desires to switch the method of connecting to the SETCIC mainframe computers from a Stand Alone terminal to another method that is or may become available during the term of this Agreement, the Participating Agency shall make a written request to the Harris County Justice Information Management System Executive Board for approval. Additional connection methods include, but are not limited to, Computer-to-Computer, 3270 Terminal, and WebConnect.

II.

With regards to its usage of the SETCIC system, the Participating Agency agrees to do the following:

- A. Abide by the rules, regulations, policies and procedures governing SETCIC, promulgated by the Harris County Justice Information Management System ("JIMS") Executive Board, attached as Exhibit "A," and applicable to a Stand-Alone Inquiry Only Participant that is not a County-funded agency;
- B. Work in concert with other participants in SETCIC in serving outstanding criminal warrants;
- C. Work in concert with JIMS in maintaining and improving SETCIC;
- D. Provide the necessary hardware and software to cause its computer to communicate with SETCIC via the protocol required by the County; and
- E. Provide the telephone circuits and modems to communicate with the County's computer network.

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 inquiry 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 inquiry 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 device, in addition to the above-described certification, unique passwords shall be assigned to the appropriate personnel, by JIMS.
- 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, no passwords are issued in addition to the above-described certification by JIMS.

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 IV.

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 (30) 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 Participating 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 by the JIMS Executive Board.

V.

With regard to 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 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, breakdowns, 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 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.**

VIII.

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, chiefly 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

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.

effective until it is signed by both the County Judge of Harris
udge of Fort Bend County

AGENDA ITEM

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XIII.

the entire Agreement between the parties relating to the rights
ions assumed. Any oral representations or modifications
this Agreement are of no force or effect excepting a subsequent modification
in writing signed by all parties.

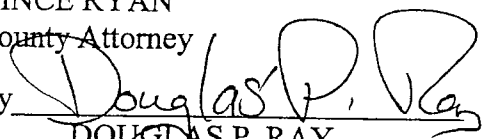
IN TESTIMONY OF WHICH, this Agreement has been executed in duplicate
originals, each to have the same force and effect, as follows:

A. It has been executed on behalf of Harris County on the _____ day of
OCT 25 2011, 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 Grimes County on the 24 day of
January 2012, 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
Assistant County Attorney

HARRIS COUNTY

By: 
ED EMMETT
County Judge

FORT BEND COUNTY

By: 
ROBERT HEBERT
County Judge, Fort Bend County

ATTEST:

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

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 OCT 25 2011, 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: NONE, 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 lee introduced an order and made a motion that the same be adopted. Commissioner MORMAN 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Morman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. <u>Cagle</u>	<input checked="" 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 Inquiry-Only services of Harris County's Southeast Texas Crime Information Center. 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.

Presented to Commissioner's Court

OCT 25 2011

APPROVE LM
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