

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 4, "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 4
12919 Dairy Ashford, Ste. 300
Sugarland, Texas 77478
Attn: Chief John Hermann

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.

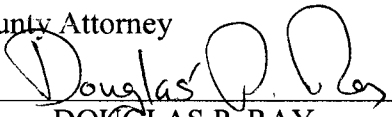
IN TESTIMONY OF WHICH, this Agreement has been executed in duplicate originals, each to have the same force and effect, as follows:

A. It has been executed on behalf of Harris County on the _____ day of _____, 2013, 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~~ ^{FORT BEND} County on the 10 day of December, 2013, 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

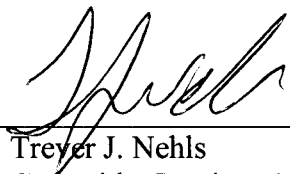
HARRIS COUNTY

By _____
ED EMMETT
County Judge

FORT BEND COUNTY

By: 
ROBERT HEBERT
County Judge, Fort Bend County

ATTEST:

By 
Treyer J. Nehls
Constable, Precinct 4,
Fort Bend County