

ORDER OF COMMISSIONERS COURT

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 _____, 2026 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF HOUSTON FOR THE DISTRIBUTION OF FUNDS OF THE EDWARD BYRNE MEMORIAL JAG GRANT AWARD

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. 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 Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<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:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached interlocal agreement between Harris County and the City of Houston to distribute funds of the Edward Byrne Memorial JAG Grant Award.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.



SHERIFF ED GONZALEZ

1200 Baker Street, Houston, Texas 77002 ★ (346) 286-1600 ★ www.sheriff.hctx.net

May 13, 2026

To: Ed Gonzalez, Sheriff *Ed Gonzalez* Approved
Thomas Diaz, Chief Deputy Executive Command *Thomas R Diaz* Approved
Mike Lee, Director Office of Research & Development *Mike Lee* Approved

From: Brian Schmitz, Senior Grants Manager
Grants Management Office

Re: Interlocal Agreement for the FY 2025 JAG

The Grants Management Office requests authorization to submit to Commissioners Court an Interlocal Agreement with the City of Houston in connection with the FY 2025 Justice Assistance Grant (JAG).

Your consideration in this matter is greatly appreciated.

Regards,

Brian Schmitz

Brian Schmitz
Senior Grants Manager

INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF HOUSTON

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement (“Agreement”) is made and entered into pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ch. 791.001, et seq., and between **Harris County** (“County”), a body corporate and politic under the laws of the State of Texas, acting by and through the Harris County Sheriff’s Office and the **City of Houston**, a municipal corporation and home-rule city of the State of Texas (“City”). The County and City may each be referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

The Edward Byrne Memorial Justice Assistance Grant Program (“JAG”) for local governments administered by the Bureau of Justice Assistance through the United States Department of Justice supports a broad range of activities to prevent and control crime based on their own local needs and conditions, with the flexibility to prioritize and place funds where they are most needed.

The City of Houston and Harris County have been notified that they are eligible to receive a total of \$2,861,935.00 (“JAG Award”) through the Fiscal Year 2025 JAG.

The City and County find that it is in their best interests to submit a single, joint application to the United States Department of Justice for funding through the Fiscal Year 2025 JAG and such supports a public purpose of the City and County.

The City agrees to serve as the applicant/fiscal agent for the Fiscal Year 2025 JAG and agrees to provide County with \$1,430,967.50 (“County Award”) from the JAG Award for County qualified projects.

NOW, THEREFORE, in consideration of the promises contained herein, the sufficiency of which is acknowledged by the Parties, the City and County mutually agree to the following terms and conditions:

TERMS

SECTION I: AGREEMENT

City agrees to pay County a total of \$1,430,967.50 from the JAG Award for Harris County projects within 30 days of receipt of JAG funds.

SECTION II: DURATION

This Agreement shall commence upon final execution and shall terminate at the conclusion of the grant closeout period, which is 90 days after September 30, 2028, unless the grant period is extended by the United States Department of Justice.

SECTION III: TERMS AND CONDITIONS

City and County certify and assure to all statements as outlined in the Standard Assurances document included as **Attachment A**, and agree to comply with the Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements included as **Attachment B**, and agree to comply with all other applicable federal and state laws and regulations, including but not limited to the grant expenditure guidance as outlined in the United States Department of Justice-Office of Justice Programs-Office of the Comptroller's Financial Guide.

SECTION IV: REPORTING REQUIREMENTS

City and County agree to comply with all reporting requirements of the Fiscal Year 2025 JAG. City shall provide a copy of such requirements to County upon receipt of the grant award, and shall coordinate with designated County staff prior to reporting deadlines for the joint submission of any required programmatic and financial reports. County agrees to provide City with documentation of grant-related expenditures as may be required by the United States Department of Justice. City and County agree to retain all receipts and documents associated with the JAG for not less than three (3) years following the official notification of the grant closure.

SECTION V. PAYMENT AND CASH HANDLING

Following grant award notification, City agrees to promptly draw down awarded funds. City agrees to pay County a total of \$1,430,967.50 within 30 days of receipt of JAG funds. City and County agree to establish trust fund accounts in which they will deposit JAG funds upon receipt. The trust fund accounts may be either interest bearing or non-interest bearing accounts.

SECTION VI: POINTS OF CONTACT

The City designates the following primary point of contact for this program:

Jose Noe Diaz, Jr.
Chief of Police
Houston Police Department
1200 Travis, 16th floor
Houston, Texas 77002
(713) 308-1600

The County designates the following primary point of contact for this program:

Ed Gonzalez
Harris County Sheriff
1200 Baker St.
Houston, Texas 77002
(713) 755-6044

SECTION VII: AMENDMENTS

Unless otherwise specified, this Agreement may be amended only by written instrument executed on behalf of City, by authority of an ordinance adopted by the City Council, and on behalf of County, by order of the Harris County Commissioners Court.

SECTION VIII: LIABILITY

City and County shall be responsible for their own acts of negligence. Where any injury or property damage result from the joint or concurring negligence of the parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party to this Agreement; nor shall any provisions in this agreement be deemed a waiver of any defenses available by law.

SECTION VIII: TEXAS PUBLIC INFORMATION ACT

- A. The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended (the "Act"). Each Party expressly understands and agrees that the other Party shall release any and all information necessary to comply with Texas law without the prior written consent of the other Party.
- B. It is expressly understood and agreed that each Party, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that each Party, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that each Party, its officers, and employees shall have no liability or obligations to the other Party for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.
- C. In the event a Party receives a written request for information pursuant to the Act that affects the other Party's rights, title to, or interest in any information or data or a part thereof, furnished under this Agreement, then the Party will promptly notify the other Party of such request. Such other Party may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Such other Party is solely responsible for submitting the

memorandum brief and information to the Attorney General within the time period prescribed by the Act. Such other Party is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

- D. Electronic Mail Addresses. Each Party affirmatively consents to the disclosure of its e-mail addresses that are provided to the other Party, including any agency or department of such Party. This consent is intended to comply with the requirements of the Act and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by each Party and agents acting on behalf of each Party and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

IX: MISCELLANEOUS

- A. Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of City for any purpose. City, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.
- B. No Third Party Beneficiaries. The County is not obligated or liable to any party other than City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.
- C. Waiver of Breach. A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.
- D. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.
- E. No Binding Arbitration; Right to Jury Trial. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
- F. Contract Construction.

- (i) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not authorize this Agreement.
 - (ii) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
 - (iii) When terms are used in the singular or plural, the meaning shall apply to both.
 - (iv) When either the male or female gender is used, the meaning shall apply to both.
- G. **Recitals.** The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.
- H. **Severability.** The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.
- I. **Survival of Terms.** Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- J. **Multiple Counterparts/Execution.** This Agreement may be executed in several counterparts. Each counterpart is deemed an original, and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.
- K. **Successors and Assigns.** The Parties bind themselves and their successors, executors, administrators, and permitted assigns to all covenants of this Agreement. Neither Party shall assign, sublet, or transfer its rights or obligations under this Agreement without written consent of the other Party, which will not be unreasonably withheld.
- L. **Warranty.** By execution of this Agreement, County and City warrant that the duties accorded to County and City in this Agreement are within the powers and authority of County and City.

IN WITNESS WHEREOF, this instrument has been executed on behalf of Harris County by a duly authorized representative of Harris County, and on behalf of the City of Houston by a duly authorized representative of the City of Houston.

Execution Pages Follows

**HARRIS COUNTY
SHERIFF'S OFFICE**

By: Ed Gonzalez
Ed Gonzalez

Date: 5/13/2026

HARRIS COUNTY

By: _____
Lina Hidalgo
County Judge

Date: _____

APPROVED AS TO FORM:

Jonathan Fombonne
COUNTY ATTORNEY

By: Simrita Chamdal
Simrita Chamdal
Assistant County Attorney
C.A. File 26GEN1454

ATTEST/SEAL:

By: _____
City Secretary

CITY OF HOUSTON

Signed by:

By: _____
Mayor

APPROVED:

By: _____
Chief of Police
Houston Police Department

COUNTERSIGNED BY:

By: _____
City Controller

APPROVED AS TO FORM:

By: _____
Senior Assistant City Attorney
L.D. No: _____

DATE COUNTERSIGNED

ATTACHMENT A

U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
 - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

ATTACHMENT B

U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

