

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN LIVE OAK COUNTY AND ATASCOSA COUNTY  
FOR THE HOUSING OF PRISONERS.**

This Interlocal Agreement (hereinafter "AGREEMENT") is made by and entered in duplicate originals, between, LIVE OAK COUNTY, TEXAS (hereinafter "LIVE OAK") a county duly created and organized under the constitution and laws of Texas acting through its Commissioners' Court, and ATASCOSA COUNTY, TEXAS (hereinafter "ATASCOSA ") a county duly created and organized under the constitution and laws of Texas acting through its Commissioners' Court, together the "PARTIES" on the date indicated below.

**RECITALS**

WHEREAS, the functions and services specified in this AGREEMENT are governmental functions or services that either party to the contract is authorized to perform individually; and

WHEREAS, pursuant to Article V, Section 18 of the TX. Const.Ch 351 of the TX Local Govt. Code, Ch 791 of the TX Govt. Code, and other statutory authority, in the public interest, LIVE OAK may execute and implement interlocal government agreements with an adjoining county for the housing of prisoners of other counties; and

WHEREAS, ATASCOSA needs assistance for the housing and care of arrested and incarcerated individuals; and

WHEREAS, LIVE OAK has a jail located in George West, LIVE OAK County, Texas, with the capacity, ability, and resources to assist incarceration and care for such inmates; and

WHEREAS, the PARTIES desire to enter into an agreement in which LIVE OAK will provide housing and care for certain inmates arrested or incarcerated by ATASCOSA; and

WHEREAS, the PARTIES have authorized their respective representatives to enter and sign this AGREEMENT.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the PARTIES hereto mutually agree as follows:

**1. DETENTION SERVICES**

LIVE OAK shall provide the following necessary and appropriate services for ATASCOSA to the maximum extent authorized by AGREEMENT without regard to race, religion, color, age, sex, and national origin, as follows:

**1.01 FACILITIES**

LIVE OAK warrants that all facilities provided for the detention of inmates shall meet the requirements of the Texas Commission on Jail Standards (hereafter as TCJS).

**1.02 HOUSING AND THE CARE OF INMATES**

IF space is available, LIVE OAK agrees to jail, accept, and provide secure custody, care, safekeeping, meals, and routine and/or emergency medical services to inmates as set out by TCJS. LIVE OAK shall apply the TCJS regulations as to the separation and categories of inmates.

### **1.03 MEDICAL SERVICES**

A. The per diem rate contained within this AGREEMENT provides for only routine medical services performed in the jail as on-site sick call by on-site staff with non-prescription over-the-counter/ non-legend and routine drugs and medical supplies.

a. In-house nonprescriptive medication will be administered upon inmate request and such medication will be charged to the inmate. If an inmate is indigent, they will not be refused medication or services.

b. The per diem does not cover medical/healthcare services provided outside of the LIVE OAK jail.

a. ATASCOSA shall be responsible for medical/ healthcare costs incurred by inmates outside of the LIVE OAK jail.

### **1.04 MEDICAL INFORMATION**

When available, ATASCOSA shall provide LIVE OAK with any medical information they may have concerning the inmate upon booking. LIVE OAK agrees to contact ATASCOSA within 10 hours of any injury incurred by an ATASCOSA inmate and provide ATASCOSA copies of all incident reports relating to the inmate. LIVE OAK shall be furnished an acceptable medical release certifying that the inmate can be incarcerated if the inmate has been the victim of a recent medical condition or injury.

### **1.05 TRANSPORTATION OF INMATE**

ATASCOSA shall be solely responsible for the transportation of each inmate in the LIVE OAK jail. If ambulatory services are required, ATASCOSA has a special agreement with Acadian Ambulance to transport inmates. At certain times, with permission from the ATASCOSA Sheriff, LIVE OAK may transport an inmate to the Garza Correctional Unit.

### **1.06 SPECIAL PROGRAMS**

This agreement does not include compensation for inmate education, vocational, or other programs.

## **II FINANCIAL PROVISIONS**

### **2.01 Per Diem Rate and Billing Procedures**

A. The per diem rate to be paid by ATASCOSA for the housing services under this AGREEMENT is \$65.00 per day per inmate. ATASCOSA will not be charged the day the inmate is booked, but will be charged the day the inmate is released.

B. Documented invoices will be submitted to ATASCOSA Sheriff's Office at 1108 Campbell Ave., Jourdanton, Texas 78026. Documented invoices shall state the inmate's name and the dates of housing.

C. ATASCOSA shall make payment to LIVE OAK Sheriff's Office at 200 Larry R. Busby Dr., George West, Texas, within 30 days of receiving documented invoices.

## **III TERM AND TERMINATION OF THE AGREEMENT**

A. This agreement is for a term of twelve (12) months from the effective date. This AGREEMENT may be renewed annually by mutual agreement of the PARTIES.

B. This AGREEMENT may be terminated by either PARTY upon sixty (60) days' written notice in advance of the desired date of termination. This agreement may also terminate if the LIVE OAK jail is not to function under TCJS.

#### **IV. ACCEPTING INMATES**

A. ATASCOSA agrees to comply with all LIVE OAK booking procedures, including providing background criminal history if available. LIVE OAK agrees to give ATASCOSA a copy of such procedures and keep ATASCOSA informed of changes to such procedures.

B. LIVE OAK has the right to refuse and/ or remove any inmate from the LIVE OAK jail. If an inmate is refused or removed, ATASCOSA must take control of said inmate within eight (8) hours of notification from LIVE OAK.

#### **V. INMATE SENTENCES**

A. LIVE OAK shall not be responsible for the computation or processing of inmates ' time of confinement, including, but not limited to, computation of good time awards/ credits and discharge dates. All such computation and record keeping shall continue to be the responsibility of ATASCOSA.

1. ATASCOSA accepts all responsibility for the calculations and determinations set forth above and for giving LIVE OAK notice of the same.

B. ATASCOSA is responsible for all paperwork, arrangements, and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Correctional Institutional Division.

#### **VI. LIABILITY**

A. LIVE OAK agrees to and accepts full responsibility for the acts, negligence, and/ or omissions of all LIVE OAK employees, laborers, agents, and for those other persons doing work under a contract or agreement with LIVE OAK.

B. LIVE OAK understands and agrees that its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, or representatives of ATASCOSA.

C. ATASCOSA agrees to and accepts full responsibility for the acts, negligence, and/ or omissions of all ATASCOSA employees, laborers, agents, and for those other persons doing work under a contract or agreement with LIVE OAK.

D. ATASCOSA understands and agrees that its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, or representatives of LIVE OAK.

## **VII. MISCELLANEOUS**

### **7.01 Nature of Agreement**

A. This agreement is contractual and is binding upon the PARTIES hereto and their successors, assigns, and representatives.

### **7.02 Partnership/ Join Venue**

Nothing herein shall in any way be constructed or intended to create a partnership or joint venture between the PARTIES or to create the relationship of principal and agent between or among the PARTIES hereto shall hold itself out in a manner contrary to the terms of this paragraph.

### **7.03 Entire Contract/ Amendments**

A. This Agreement constitutes the entire Agreement between the PARTIES hereto and supersedes all prior Agreements, understandings, and arrangements, oral and /or written, between the PARTIES thereto with respect to the subject matter hereof.

B The Agreement may not be in any way modified except by a separate written instrument executed by the duly authorized representative of both PARTIES and approved by the Commissioners' Court of the respective PARTIES hereto.

### **7.04 Contra Proferentem**

This Agreement or any portion thereof shall not be interpreted by a court of law to the detriment of a Party based solely upon the PARTY's authorship or draft of the Agreement or any portion thereof.

### **7.05 Assignment**

No Assignment of the Agreement, in whole or in part, for any purpose shall be made by either Party without the prior written consent of the other Party. Subject to this limitation, this Agreement shall bind and inure to the benefit of the successors and assigns of the PARTIES.

### **7.06 Notices**

Unless otherwise provided, all written notices, demands, or other writings required by the terms of the Agreement shall be in writing and deposited in the United States mail addressed to such Party at the address set forth below:

If to ATASCOSA County: The Hon. Weldon Cude  
ATASCOSA County Judge  
1 Courthouse  
Courthouse Circle Dr., Ste 206  
Jourdanton, Texas 78026

Sheriff JAKE GUERRA ,ATASCOSA County Sheriff  
1108 Campbell Ave.  
Jourdanton, Texas 78026

If to LIVE OAK County: The Hon. JAMES LISKA  
Live Oak County Judge  
P.O. Box 487  
George West, TX 78022

Sheriff Larry Busby, Live Oak County Sheriff  
200 Larry R. Busby Dr  
George West, TX 78022

These addresses may be changed by either Party by notice in writing to the other Party within 14 days.

#### **7.07 Severability**

If for any reason, any one or more paragraphs of the Agreement are held legally invalid, such judgement or decision shall not prejudice, effect, impair or invalidate the remaining paragraphs of the Agreement a whole, but shall be confirmed to the specific paragraphs, clauses, or paragraphs of this Agreement held legally invalid.

#### **7.08 Governing Law and Venue**

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas, and the venue for any cause of action shall be brought in Live Oak County, Texas.

#### **7.09 Execution in Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

#### **7.10 No Waivers**

The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

#### **7.11 Current Revenues Available and No Tax Revenue**

Both PARTIES agree that any payments that are made under the Agreement for governmental functions or services will be made from current revenues available to the paying Party. Tax revenue may not be pledged to the payment of amounts agreed to be paid by the Agreement.

#### **7.12 No Third-Party Beneficiaries**

Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy, or right of any kind; it is the intent of the PARTIES that this Agreement shall not be construed as a third-party beneficiary contract.

#### **7.13 Fair Compensation**

Both PARTIES find that all payments described in this Agreement are in an amount that fairly compensates the performing party for the services or function performed under this Agreement.

#### **7.14 Authority for Agreement**

A. The PARTIES, individually, hereby affirm that it has the authority to enter into this Agreement pursuant to a duly adopted resolution and /or ordinance of its governing body and that its representative has the authority to execute this Agreement.

B. Each party certifies that the services specified above are necessary and essential for activities that are properly within the statutory functions of each party and serve the interest of efficient and economical administration of each entity.

County of ATASCOSA

By: \_\_\_\_\_  
Weldon Cude, ATASCOSA County Judge

Date: \_\_\_\_\_

By: Jake Guerra  
Sheriff, Jake Guerra

Date: 10-16-25

County of LIVE OAK:

By: James Liska  
JAMES LISKA, Live Oak County Judge

Date: 9-26-2025

By: Larry R. Busby  
Sheriff, Larry. R. Busby

Date: 9/16/2025