



## **INTERLOCAL AGREEMENT**

**By and Between  
POLK COUNTY, TEXAS  
And  
THE CITY OF ONALASKA, TEXAS**

### **KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, on or about the 7<sup>th</sup> day of October 2019, an agreement related to permitting and inspection of septic systems and the fees charged therefore, was entered into by and between the COUNTY OF POLK, STATE OF TEXAS, hereinafter referred to as **County**, acting by and through its duly elected Commissioners Court, and the CITY OF ONALASKA, TEXAS, a City located within Polk County, Texas, hereinafter referred to as **City**, acting by and through its duly elected Mayor and City Council; and

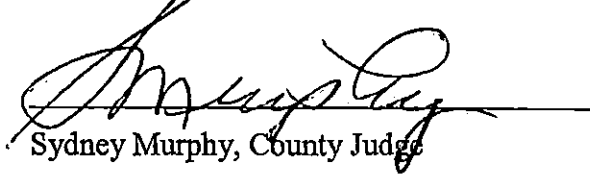
WHEREAS, the parties desire to supplement the aforementioned agreement, and it is hereby agreed by the governing bodies of the County and the **CITY** that the consideration in support of this agreement is the exchange of services as herein contemplated, the receipt and sufficiency of which is hereby acknowledged:

NOW, THEREFORE, in consideration of the covenants and undertakings hereinafter described, it is agreed:

1. The **COUNTY** agrees to permit and inspect all on-site septic facilities within the **CITY**, including but not limited, to evaluating septic systems.

2. The **CITY** agrees to comply with all present or future laws pertaining to the inspection and approval of on-site septic facilities within the State of Texas, including minimum state standards.
3. The **COUNTY** shall enforce reasonable rules and regulations in the conduct of its business, provided that such regulations, including rights and charges, shall be subject to the approval of the **CITY**, as provided by the laws of the State of Texas.
4. The **CITY** agrees to notify the County of the installation of on-site septic systems, and of all on-site septic systems which need inspecting.
5. The **COUNTY** will charge the same rate that it charges for outside the **CITY** limits. for each permit issued for septic systems within the **CITY**, and shall be solely responsible for collecting such charges from the customers.
6. Both parties in this agreement clearly understand and agree that it is the intent of all parties for the on-site septic facilities of the **CITY** to operate fully and completely in compliance with all federal, state, and local laws and regulations concerning waste disposal, and both parties will use their best efforts to ensure continued compliance with all laws and regulations.

COUNTY OF POLK

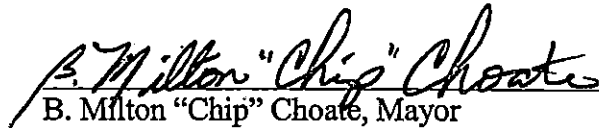
  
Sydney Murphy, County Judge

The foregoing agreement was approved by the Commissioners Court of Polk County at its duly announced public meeting held on the 7<sup>th</sup> day of October 2019.

ATTEST:

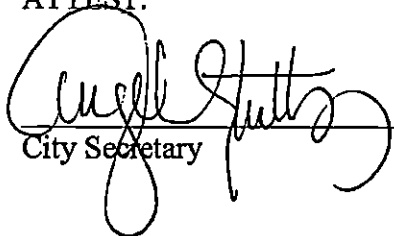
  
\_\_\_\_\_  
Schelana Hock, County Clerk

CITY OF Onalaska

  
B. Milton "Chip" Choate, Mayor

The foregoing agreement was approved by the City Council of the City of Onalaska at its duly announced public meeting held on the 12 day of November

ATTEST:

  
\_\_\_\_\_  
City Secretary