



VOLUNTARY COMPLIANCE AGREEMENT

Case Number: «CaseNo»

Date: «CMD.TODAY»

City of Everett Code Enforcement Unit
3200 Cedar Street • Everett, WA 98201
425.257.8560 • CodeEnforcement@everettwa.com

THIS VOLUNTARY COMPLIANCE AGREEMENT (“Agreement”) is between City of Everett (“City”) and the person(s) shown as “Owner” in the table in Section 1 below.

Section 1. Table of Basic Information

<p>Owner</p>	<p>Name(s): «CONTACTS.OWNER.Name»</p> <p>Address: «CONTACTS.OWNER.Address1», «CONTACTS.OWNER.City», «CONTACTS.OWNER.State» «CONTACTS.OWNER.Zip»</p> <p>Email: «CONTACTS.OWNER.Email»</p>
<p>Responsible Person (if different than property owner)</p>	<p>Name:</p> <p>Address:</p> <p>Email:</p>
<p>Property Where Violation Occurred</p>	<p>Address: «SiteAddress», Everett, Washington</p> <p>Parcel Number: «SiteAPN»</p>

Description of Violation and codes violated: (Notice(s) of Violation and/or other enforcement document(s) issued are attached to this Agreement)	Date(s): EMC Provision(s) Violated:
Corrective Action(s) Required and Compliance Schedule for Corrective Action(s)	
Description of Violation and codes violated: (Notice(s) of Violation and/or other enforcement document(s) issued are attached to this Agreement)	Date(s): EMC Provision(s) Violated:
Corrective Action(s) Required and Compliance Schedule for Corrective Action(s)	
Description of Violation and codes violated: (Notice(s) of Violation and/or other enforcement document(s) issued are attached to this Agreement)	Date(s): EMC Provision(s) Violated:
Corrective Action(s) Required and Compliance Schedule for Corrective Action(s)	

[remainder of page blank; Agreement continues on following page]

Section 2. Purpose. The purpose of this Agreement is to establish a binding contractual relationship under which the parties will address specified code violations relating to the Property by establishing an enforceable compliance schedule as an alternative to formal code enforcement proceedings and/or abatement. The purpose of this Agreement is also to expressly authorize the City to unilaterally abate the noncompliant conditions on the Property at the Owner's sole expense in the event that such compliance schedule is ultimately violated. This Agreement shall be reasonably construed in furtherance of these purposes.

Section 3. Admission of Code Violations. The Owner is the owner of the Property. The Owner expressly and voluntarily concedes and agrees as follows:

A. The Property is currently in violation of Everett Municipal Code (EMC).

B. The allegations contained in the City of Everett notice(s) of violation and/or other enforcement document(s), referred to in the table above and attached to this Agreement, which are hereby incorporated by this reference as if set forth in full, are both accurate and correct. The Owner, by entering into this Agreement, admits that the conditions described in the table in Section 1 and attached to this Agreement existed and constituted violation(s) of the EMC.

C. The noncompliant condition of the Property is lawfully subject to enforcement under the EMC and abatement as a public nuisance.

Section 4. Corrective Action/Compliance Schedule. The Owner shall complete the corrective actions on the compliance schedule provided in the table in Section 1 above. In addition, the Owner shall take any and all actions necessary to ensure that the Property is maintained and used in a manner that complies fully with all applicable EMC provisions and regulatory permit requirements for a period of two (2) years following the date of Effective Date of this Agreement.

Section 5. Right of Access and Inspection Granted. The Owner hereby consents to and grants the City the right to enter, access and inspect the Property as follows:

A. City personnel may enter the Property in order to inspect and verify the Owner's compliance with the requirements set forth in this Agreement. The City shall notify the Owner at least 24 hours before such entry. Notification may be provided orally or in writing.

B. Separate and independent of subsection (A), from the Effective Date of this Agreement and extending for two (2) years thereafter, City personnel may enter the Property at any time on weekdays between 8:00 a.m. and 5:00 p.m. for purposes of inspection and verification with respect to the requirements of this Agreement. The City shall notify the Owner at least 24 hours before each such entry. Notification may be provided orally or in writing.

Section 6. City's Obligations. In consideration of the Owner's fulfillment of Owner's obligations as set forth herein, and except as otherwise provided in this Agreement, the City shall discontinue all current enforcement of the notice(s) of violation and other enforcement document(s) attached to this Agreement.

Section 7. Violations. The Owner acknowledges and agrees that, in the event that the City determines that the Owner has breached this Agreement or otherwise does not meet the obligations of this Agreement by failing to fully, completely and timely perform any of the conditions set forth herein, the City's obligations under this Agreement shall be null and void and the provisions of this section shall instead apply. In such event, the City may in its sole discretion proceed with any, some or all of the following remedies, as well as any other remedy, claim or cause of action authorized by law:

A. The City may impose any remedy authorized by Chapter 1.20 EMC, including issuance of civil penalties and assessment of all costs and expenses incurred by the city to pursue code enforcement.

B. The City may initiate criminal code enforcement proceedings against the Owner for violation of any applicable EMC provision.

C. The City may enter the Property and perform abatement of the violation by the City, and assess the costs incurred by the City to pursue code compliance and to abate the violation, including reasonable legal fees and costs, all without having to obtain a warrant or other court order. The City shall notify the Owner at least 24 hours before each such entry. Notification may be provided orally or in writing.

D. If a penalty is assessed, and if any assessed penalty, fee or cost is not paid, the City may charge the unpaid amount as a lien against the property where the code violation occurred, and that the unpaid amount may be a joint and several personal obligation of all persons responsible for the violation(s).

E. The City may suspend, revoke, or limit any development permit obtained or to be sought by the person responsible for the code violation(s).

Section 8. Waiver of Hearing, Claims, Defenses and Objections. In the event the City takes any action pursuant to Section 7 and/or otherwise enforces this Agreement, the Owner agrees that the Owner shall be, to the maximum extent allowed by law, deemed to have waived any and all claims, legal defenses and objections with respect thereto, including but not limited to the defenses of laches, estoppel, and statutes of limitation. The Owner further expressly waives, to the maximum extent allowed by law, the benefit of any processes or procedural rights, specifically including without limitation any right to a hearing, set forth in any provision of the United States Constitution, the Washington Constitution, the Revised Code of Washington, the Washington Administrative Code and the Everett Municipal Code with respect to any such action by the City.

Section 9. Indemnification. The Owner shall fully indemnify, protect, defend and hold harmless the City, its officers, employees and agents (collectively referred to in this section as “the City”) from and against any and all claims, injuries, liabilities, costs, losses and causes of action, including attorneys’ fees, arising out of or otherwise connected directly or indirectly with the Owner’s actions under and/or breach of this Agreement, and any remedial, corrective or enforcement action taken by the City in response thereto. The Owner’s obligations under this section expressly include without limitation any personal injury or property damage arising out of or connected with the City’s entry onto the Property for purposes of inspection, compliance verification, and/or abatement activities, as well as the disposal of any items or materials removed from the Property pursuant to this Agreement.

Section 10. Signatory Warranties. Each Owner signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the Owner, and that he or she will defend and hold harmless the City from any claim that he or she was not fully authorized to execute this Agreement on behalf of the Owner.

Section 11. Recording; Binding Effect. Upon mutual execution, this Agreement shall have been duly entered into by the parties, shall constitute as against each party a valid, legal, and binding obligation, and shall be enforceable against each party in accordance with the terms hereof. This Agreement is a final, binding agreement, it is not a settlement agreement, and its contents are not subject to appeal. This Agreement may be recorded with the Snohomish County Auditor’s Office, shall be deemed to run with the land, and shall fully bind all future owners of the Property.

Section 12. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Exclusive venue for any action arising out of or relating to this Agreement shall lie in the Snohomish County Superior Court.

Section 13. Integration; Modification. All attachments to this Agreement are hereby incorporated herein by this reference as if set forth in full. This Agreement, inclusive of such attachments, contains the entire understanding between the parties with respect to the subject matter hereof, and shall not be modified, amended or terminated in any way, except by a writing signed by the parties hereto.

Section 14. Non-waiver. Failure by the City to enforce a breach of any provision of this Agreement shall not be construed as a waiver of that or of any other provision hereunder.

Section 15. Joint and Several Liability. Each Owner shall be jointly and severally responsible and liable for compliance with all applicable provisions of this Agreement.

Section 16. Severability. If any sentence, clause or provision of this Agreement is ultimately invalidated by a court of competent jurisdiction, such invalidity shall not affect any other sentence, clause or provision hereof.

Section 17. Regulatory Authority Preserved. Nothing herein shall be construed as a waiver, abridgement or limitation of the City of Everett's regulatory authority and/or police power, which the City hereby expressly reserves in full.

Section 18. Counterparts/Signatures. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Execution and delivery of this Agreement by a party shall be legally valid and effective through any of the following: (i) executing and delivering a paper copy, (ii) execution and/or transmittal by AdobeSign or DocuSign or other e-signature method, or (iii) transmitting an executed copy by email in pdf format or other electronically scanned format. This Agreement may be signed in counterparts. In the event that this Agreement is to be notarized, the Owner shall sign in ink if so requested by the City.

Section 19. Effective Date. This Agreement shall take effect on the latest date is it fully executed by both parties.

THE UNDERSIGNED OWNER(S) CERTIFIES THAT THEY HAVE READ THE FOREGOING AGREEMENT, THAT THEY HAVE HAD AN OPPORTUNITY TO REVIEW IT WITH THEIR LEGAL COUNSEL, THAT THEY FULLY UNDERSTAND IT, THAT THEY ARE EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT DURESS OR COERCION, AND THAT THEY ARE LEGALLY BOUND BY IT UPON EXECUTION.

[signature page follows]

OWNER

DATE: _____

CITY OF EVERETT

By: Cassie Franklin

Its: Mayor

DATE: _____

ATTEST:

Office of the City Clerk

APPROVED AS TO FORM

Office of the City Attorney

OWNER NOTARIZATION PAGE

If Owner is one or two individuals:

STATE OF WASHINGTON }
COUNTY OF _____ } ss.

This record was acknowledged before me on _____, 20__ by

[Stamp Below]

Signature

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires _____

If Owner is an entity:

STATE OF WASHINGTON }
COUNTY OF _____ } ss.

This record was acknowledged before me on _____, 20__ by
_____ as the _____ of _____, a
_____.

[Stamp Below]

Signature

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires _____

CITY NOTARIZATION PAGE

STATE OF WASHINGTON

} ss.

COUNTY OF SNOHOMISH

This record was acknowledged before me on _____, 20__ by Cassie Franklin as the Mayor of the City of Everett, a Washington municipal corporation.

[Stamp Below]

Signature

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires _____