

VOLUNTARY CORRECTION AGREEMENT

This Voluntary Correction Agreement ("Agreement") is made between the [REDACTED], a Washington municipal corporation [REDACTED]; Sample Letter, and Express Technologies a Washington corporation (collectively "Responsible Parties"); in accordance with [REDACTED]. The [REDACTED] Choose an item responsible for the property referenced below, which is presently in violation of the [REDACTED] or other regulatory provisions as provided in Section 3 of this Agreement.

1. **Names and Addresses of Responsible Parties:**

Property Owner

Sample Letter



2. **Location of Violation:**



[REDACTED] Tax Parcel Number(s): 12345678

The real property described above is referred to in this Agreement as "Property."

3. **Description of Violation and Reference to Regulations Violated:**

For the reasons stated below, the Property is currently in violation of the referenced [REDACTED] or other regulatory provisions.

A. Violation No. 1

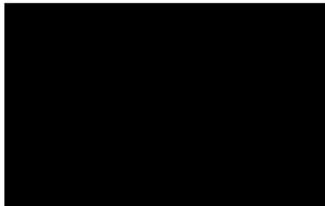
Inattention to good housekeeping practices and preventative maintenance measures were identified at your property.

Applicable [REDACTED]: [REDACTED]

4. **Responsible Parties' Acknowledgement:**

By entering into this Voluntary Correction Agreement, the Responsible Parties acknowledge that the violations described in this Agreement exist, and the Responsible Parties waive their right to contest the existence of the violations or to mitigate the penalties as provided for in [REDACTED], as more specifically described in Section 9.





While the Responsible Parties acknowledge the existence of and responsibility for the code violations as provided for in this Agreement, the parties agree that the Responsible Parties will have additional time, as provided in this Agreement, within which to bring the property into compliance with the [REDACTED], the International Building Code, and/or the International Fire Code provisions described in Section 3 above. During this time, and so long as the Responsible Parties comply with the terms of this Agreement, the [REDACTED] will suspend its formal code enforcement action.

5. **Corrective Action Required for Compliance:**

In order to comply with the [REDACTED] or other regulatory authority cited in this Agreement and to dismiss this code enforcement action, the Responsible Parties shall take the following action(s):

A. Violation No. 1

Sweep all surfaces that contain an excessive amount of sediment, trash and debris that could contaminate stormwater. Do not hose down sediment or pollutants to nearby storm drains.

Applicable [REDACTED]

6. **Date and Time for Completion of Corrective Action:**

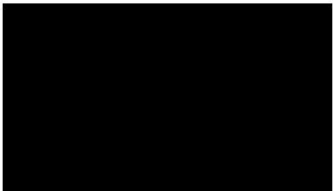
The [REDACTED] and Responsible Parties agree that the cited violations will be corrected as provided for in this Agreement and, upon verification by the [REDACTED] of Responsible Parties satisfactory completion of the corrective action, the Property will thereafter be deemed to comply with the [REDACTED] or other regulatory authority cited in this Agreement, and this pending code enforcement action will close without any assessment of a monetary penalty.

The parties further agree that the Responsible Parties will commence corrective action **immediately** and will complete all required corrective action no later than November 10, 2019. The Responsible Parties assured the [REDACTED] that they will correct the violations by the agreed date. However, should the Responsible Parties fail to comply with the corrective action by the preceding deadline, the [REDACTED] will proceed with formal code enforcement action in accordance with Section 8 below.

7. **Compliance Inspection:**

The Responsible Parties agree(s) to allow the [REDACTED] to inspect the Property cited for violation at any reasonable time on or after the date set for completion of the corrective action. If the corrective action has been satisfactorily completed, the [REDACTED] shall thereafter confirm by written notice that the Responsible Parties Parties completed the corrective action. The [REDACTED] will make every effort to issue such notice within approximately five (5) business days after the inspection verifying satisfactory completion was conducted.





8. **Failure to Perform Corrective Action:**

If the Responsible Parties not complete the corrective action or otherwise fail to conform to the terms of this Agreement, the Responsible Parties acknowledge(s) and agree that a \$500 penalty will be assessed for **each violation** provided for within this Agreement (**\$500 total**), as provided for in [REDACTED], and those penalties will immediately become due and owing. Any penalties not paid may be assigned to a collection agency in accordance with [REDACTED]

9. **Admission to Violation and Waiver of Right to Contest Violations:**

Prior to signing this Agreement, the Responsible Parties reviewed the violations and applicable [REDACTED], International Fire Code, International Building Code, or other regulatory provisions cited in section 3 of this Agreement. The Responsible Parties acknowledge(s), affirm(s), and admit(s) that the condition(s) described in Section 3 exist, constitute a violation of the regulation(s) cited, and the Responsible Parties responsible for curing and abating those violations.

10. **Failure to Comply - Stop Use Order:**

The Responsible Parties agree that in the event any corrective action required by this Agreement is not timely and properly completed, a Stop Use Order will be issued and posted against the Property pursuant to [REDACTED]. It is a crime for any person to either violate the terms of or to remove a posted Stop Use Order, and that crime is punishable by up to 90 days in jail, a fine of up to \$1,000, or by both jail and fine.

11. **Costs of Corrective Action Borne by the Responsible Parties:**

The parties acknowledge and agree that the City shall not be responsible for any costs, expenses, damages, or penalties incurred by the Responsible Parties in their performance of the obligations set forth in this Agreement.

12. **Joint and Several Liability:**

In accordance with [REDACTED], responsibility for code violations is joint and several. Therefore, if more than one party is defined in this Agreement as a "Responsible Party," any one or all of them may be held liable for the violations, their abatement, and any monetary penalty that may be assessed or other code enforcement action that may be taken.

13. **Entire Agreement:**

This Agreement constitutes the entire agreement between the [REDACTED] and the Responsible Parties and supersedes all prior verbal statements, if any, by any representative of the [REDACTED]. Further, the representative signing this Agreement on behalf of each Responsible Party swears under penalty of perjury that he or she is authorized to enter into this Agreement on behalf of the Responsible Party for which he or she signs, and that action is binding on the respective Responsible Party.





14. **Non-Waiver of Breach:**

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by all parties.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.

RESPONSIBLE PARTY: Express Technologies

By: _____
Signature

Print Name: _____
Sample Letter

Its: _____
Property Owner



By: _____
[signature]

Print Name: _____

Its: _____
[title]

Date: _____





PUBLIC WORKS ENVIRONMENTAL ENGINEERING

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]