



VOLUNTARY COMPLIANCE AGREEMENT

THIS VOLUNTARY COMPLIANCE AGREEMENT ("Agreement") is hereby entered into by and between the City of Valdez ("City") and _____ ("Responsible Party") (together referred to as "Parties" and individually as "Party") as of the ____ day of _____, 20__.

The Parties hereby agree for and in consideration of the mutual promises hereinafter stated as follows:

1. The Parties agree that the Responsible Party either own, control or occupy real property located at _____ ("Property") legally described as follows:

2. The condition(s) constituting nuisance and/or code violation(s) in violation of the Valdez Municipal Code ("City Code") existing on the Property subject to this Agreement consist(s) of the following:
 - a. _____
 - b. _____
 - c. _____
 - d. _____
3. The Parties agree that the condition(s) described in Paragraph 2 of this Agreement must be corrected as follows and agree the Responsible Party shall fully perform such corrective actions prior to expiration of this Agreement:
 - a. _____
 - b. _____
 - c. _____
 - d. _____
4. The Responsible Party agrees to complete the corrective actions set forth in Paragraph 3 on or before the ____ day of _____ 20__.
5. The City agrees to waive all fines and stay any proceedings to abate the nuisance(s) and/or code violation(s) until the date set forth in Paragraph 4.

6. The Responsible Party freely acknowledges that the condition(s) identified in Paragraph 2 of this Agreement presently exist and constitute (a) nuisance(s) and/or (a) violation(s) of the City Code.
7. In consideration for the City granting the extended period for correction of the violations in accordance with Paragraph 3 of this Agreement, the Responsible Party agrees to waive the right to appeal and hearing related to any subsequent violation proceeding, consent to the entry of a Court judgment or administrative decision in favor of the City and against the Responsible Party, and agree to the imposition of penalties, costs, injunction, and/or such other remedies as ordered.
6. The Responsible Party agrees the City shall have the right to enter upon the Property during daylight hours at reasonable intervals during the term of this Agreement to determine compliance with this Agreement.
7. The Responsible Party understands and agrees that the City is the sole authority to determine whether or not the Responsible Party has complied with the terms of this Agreement.
8. The Responsible Party shall indemnify, defend, release and hold harmless the City and its departments, agents, employees and representatives from and against any claims, lawsuits, demands, or liabilities, whether brought by the Responsible Party or any third party, in any way arising from or related to the violation(s) identified in Paragraph 2 of this Agreement or the conditions that created such violation(s).
9. The Parties agree that if any term or provision of this Agreement is declared by a Court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.
10. The City's delay in exercising, or failure to exercise any right, power, or privilege under this Agreement shall not operate as a waiver thereof. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
11. This Agreement constitutes the entire agreement between the parties on the subject matter of this Agreement.
12. This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
13. The City may unilaterally terminate this Agreement, at any time and without prejudice to the City's rights if the Responsible Party commits or allows any additional violation(s) of the City Code to occur on the Property during the term of this Agreement.

IN WITNESS WHEREOF, the parties to this presence have executed this AGREEMENT, which shall be deemed an original, in the year and day first mentioned above.

RESPONSIBLE PARTY

CITY OF VALDEZ

SIGNATURE: _____

NAME: _____

NAME: _____

DATE: _____

DATE: _____

CASE # _____

SIGNATURE: _____