

CHRONIC NUISANCE PROPERTY CORRECTION AGREEMENT

This Agreement is entered into this _____ day of December, 2010, between the City of Seattle, acting through the Chief of the Seattle Police Department, (“SPD”) and _____, who is the Owner and Person in Charge of the property located at _____, Seattle, Washington.

1. Recitals and Representations

A. The City of Seattle has enacted into law, the provisions of Seattle Municipal Code (SMC) 10.09 et. seq., which gives the City the authority to identify as a “Chronic Nuisance Property” those properties which meet the criteria enumerated in SMC 10.09.010(4) and to take action to cause the same to be corrected and the nuisance abated.

B. Pursuant to the authority granted in SMC 10.09.030, the Chief of Police has declared the property located at _____, Seattle, Washington (the “Property”), to be a Chronic Nuisance Property upon the specific facts and circumstances and requirements for abatement and correction set forth in the written notice of Declaration of Chronic Nuisance Property (“Notice”) dated _____, a copy of which is attached hereto and incorporated herein by this reference.

C. On (Date), the Notice was sent by first class mail/personally served and sent by certified mail as provided in SMC 10.09.030.

D. (Property Owner Name) has confirmed that he is the Owner and the Person(s) in Charge of the Property as defined in this Agreement and in SMC 10.09.010, and that the Notice attached to this Agreement was received and that the specific facts and circumstances identified in the Notice are accurate.

E. (Property Owner Name) will be referred to in this Agreement as “the Principal”, and he represents and confirms that there are no persons not identified in this Agreement who are a Person in Charge or Owner of the Property.

F. The Principal warrants to the City that the steps to abate the nuisance specified in the Notice and in this Agreement are reasonable and that this Agreement is entered into as a free and voluntary act.

Based upon the foregoing affirmative Recitals and Representations by the Principal which he acknowledges to be the material inducement to the City to forbear taking further action to abate the nuisance through exercise of its police powers as defined in SMC 10.09, the City and the Principals agree upon the following terms and conditions as authorized in SMC 10.09.040.

2. Definitions

For purposes of this Agreement, the following words or phrases shall have the meaning prescribed below:

1. "Abate" means to repair, replace, remove, destroy, or otherwise remedy a condition which constitutes a violation of this chapter by such means and in such a manner and to such an extent as the Chief of Police determines is necessary in the interest of the general health, safety and welfare of the community.
2. "Chief of Police" means the Chief of Police or his or her designees.
3. "Control" means the power or ability to direct or determine conditions, conduct, or events occurring on a property.
4. "Chronic nuisance property" means:
 - a. a property on which three or more nuisance activities as described in subsection 5 of this Section, exist or have occurred during any sixty-day period or seven or more nuisance activities have occurred during any twelve-month period, or
 - b. a property which, upon a request for execution of a search warrant, has been the subject of a determination by a court two or more times within a twelve-month period that probable cause exists that illegal possession, manufacture or delivery of a controlled substance or related offenses as defined in RCW Chapter 69.50 has occurred on the property.
5. "Nuisance activity" includes:
 - a. a "most serious offense" as defined in RCW 9.94A;
 - b. a "drug related activity" as defined in RCW 59.18.130;
 - c. any of the following activities, behaviors or criminal conduct:
 1. Assault, Fighting, Menacing, Stalking, Harassment or Reckless Endangerment, as defined in SMC Chapter 12A.06;
 2. Promoting, advancing or profiting from prostitution as defined in Chapter 9A.88 RCW;
 3. Prostitution, as defined in SMC 12A.10.020;

4. Permitting Prostitution, as defined in SMC 12A.10.060;
 5. Obstructing pedestrian or vehicular traffic, as defined in SMC12A.12.015(4);
 6. Failure to Disperse, as defined in SMC 12A.12.020;
 7. Weapons violations, as defined in SMC Chapter 12A.14;
 8. Drug Traffic Loitering, as defined in SMC 12A.20.050(B);
or
 9. Gang related activity, as defined in RCW 59.18.030(16).
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6. "Owner" means any person who, alone or with others, has title or interest in any property.
 7. "Person" means an individual, group of individuals, corporation, partnership, association, club, company, business trust, joint venture, organization, or any other legal or commercial entity or the manager, lessee, agent, officer or employee of any of them.
 8. "Person in charge" of a property means the owner and, if different than the owner, any other person in actual or constructive possession of a property, including but not limited to, a lessee, tenant, occupant, agent, or manager of a property under his or her control.
 9. "Property" means any land and that which is affixed, incidental or appurtenant to land, including but not limited to any business or residence, parking area, loading area, landscaping, building or structure or any separate part, unit or portion thereof.
 10. "RCW" means the Revised Code of Washington.
 11. "SMC" means Seattle Municipal Code.

3. Objective of Agreement

The Principal recognizes and agrees that the objective of this Agreement is to abate and correct the nuisance defined herein without causing the City to seek enforcement and abatement as provided in SMC 10.09. The Principal further recognizes that it is solely the obligation of the Principal to abate and correct the nuisance as required under the Seattle Municipal Code, and that the Principal's promises contained in this Agreement are material inducements to the City's forbearance to enforce the City's Nuisance code provisions during the term of this Agreement. The Principal further

recognizes that the City's willingness to enter into this Agreement does not in any manner constitute a guarantee that the steps identified will succeed in abatement or correction, nor does the Principal's performance of the terms of this Agreement relieve the Principal of the obligation to initiate additional measures to correct and abate the nuisance. The Principal further recognizes and agrees that in the event that the nuisance is not abated and corrected despite the best good faith efforts on the part of Principal, the City is not restricted in its ability to take action to abate the nuisance as provided in SMC 10.09, nor excuse the Principal from further action to abate and correct the nuisance.

4. Time and Steps to Abate and Correct Nuisance

A. Upon the execution of this Agreement the Principal shall promptly take all reasonable steps to correct and abate the nuisance described in the Notice, and shall complete the same and have fully abated the nuisance not later than 90 days from the effective date of this Agreement, unless the time is extended by further written agreement.

B. Specifically, the Principal shall take the following action:

- 1. Provide within seven days to SPD West Precinct Sgt. (name) a copy of all insurance documents for the Property.**
- 2. Provide within seven days to Sgt. (name) a list of the tenants of the Property.**
- 3. Install secured doors within fourteen days on all exterior doorways.**
- 4. Install key card security access, with no manual key overrides, within thirty days on all of the secured doors in the exterior doorways.**
- 5. Provide within thirty days to Sgt. (name) copies of all the written lease agreements with the tenants of the Property.**
- 6. Allow SPD to inspect the Property at any time.**
- 7. Require all future tenants of the Property to have a written lease agreement.**
- 8. Within thirty days, hire an on-site manager to manage the Property.**

SPD will monitor actions 1-8 for ninety days to see if those actions abate the nuisance. If SPD determines that the actions taken do not, then the Principal shall take the following action:

- 9. Hire and maintain an independent property management company to manage the Property on behalf of the Principal.**

C. The Principal agrees that the City may, in its sole discretion, enter onto the Property to inspect to determine compliance with the terms of this Agreement, and that the Principal will cooperate with the City in said access and inspection.

5. Failure of Best and Good Faith Efforts to Abate Nuisance

The Parties agree that the best and good faith efforts on the part of the Principal may not abate the nuisance in whole or in part within the time allowed due to circumstances beyond the control of Principal of which the City shall be the sole determiner. If it is determined by the City that additional time and steps may result in abatement and correction of the nuisance, the Principal may apply to extend the time for performance of this Agreement and the inclusion of additional steps deemed reasonably necessary. If, however, the City shall determine that further steps and/or an extension of time do not hold a reasonable likelihood of abating or correcting the nuisance, it shall not be obligated to further extend this Agreement.

6. Default or Breach of Agreement

The following occurrences shall constitute a default or breach of the terms of this Agreement:

A. Failure of the Principal to initiate the steps described in Section 2B of this Agreement in a timely manner, which shall mean the time reasonably required to complete the steps identified above within the time allowed, or such additional time granted in writing;

B. Failure of the Principal to promptly notify the City that the nuisance has not been abated and corrected within the time permitted, and apply for an extension of time;

D. Interference by the Principal with the City's right to enter the Property as provided herein;

7. Remedies for Default/Failure to Abate Nuisance

The Principal agrees that if he fails to timely take the steps identified in this Agreement, the City may declare him to be in default and terminate this Agreement, and may take all steps provided by law to abate the nuisance and recover its costs, expenses, and monetary penalties pursuant to SMC 10.09 et. seq., from the Principal, and to take all such other actions as may be allowed by law, including the denial, revocation, or refusal to renew a business or other license as provided in SMC 5.55.230 and 6.02.270.

8. Survival of Terms of Agreement

A. The provisions and steps set forth in this Agreement shall survive the time set forth for abatement and any extension thereof. The Parties agree that upon successful abatement and correction of the nuisance, the Principal shall remain obligated to take all reasonable steps to ensure that a recurrence of the abated nuisance does not take place.

B. This agreement, including representations, admissions, and actions (or inactions) may be considered, used, or referenced in any future nuisance action or correction agreement.

City of Seattle:

John Diaz, Chief
Seattle Police Department

Property Owner and Person in Charge:
