IN THE SEATTLE MUNICIPAL COURT
KING COUNTY, WASHINGTON

THE CITY OF SEATTLE	)	
	)	
Plaintiff,	)	NO. _____
	)	
vs.	)	
	)	STIPULATED ORDER OF CONTINUANCE
_____,	)	AND WAIVER OF RIGHTS
	)	
Defendant.	)	
_____	)	

COME NOW the Parties, by and through the attorneys of record below-named, and hereby move this Court to enter the following Stipulated Order of Continuance (hereafter known as "Agreement").

DEFENDANT'S WAIVER OF RIGHTS, AGREEMENT, AND ORDER

1. **Period of Pre-Trial Supervision**. The Defendant agrees the continuance contemplated by the Parties to this Agreement is for a period of _____ months following entry of the order.
2. **Waiver of Speedy Trial (CrRLJ 3.3(c)(2)(i))**. The Defendant understands that s/he has the right to be tried within ☐ 90 days (out-of-custody) ☐ 60 days (in-custody) following the "commencement date" as defined in CrRLJ 3.3(e), and that if the Defendant does not receive a trial within this time period the case may be dismissed with prejudice unless the Defendant waives this right. The Defendant gives up that right and agrees to a new commencement date of _____, with a speedy trial expiration date of _____.
3. **Waiver of Rights (CrRLJ 6.1.1(a))**. ***Defendant understands that s/he has the following important rights and that s/he gives them all up by entering into this Stipulated Order of Continuance:***
   (a) I give up the right to a speedy trial and waive my speedy trial rights for the length of this Agreement plus 90 days; my new speedy trial commencement date shall be the end date of this Agreement;
   (b) I give up the right to contest and object to the evidence presented against me at a future hearing if the judge determines that I have violated this Agreement.
   (c) I, as well as the State/City, give up the right to a public trial by an impartial jury in the county where the crime is alleged to have been committed.
   (d) I give up the right to remain silent before and during the trial, and the right to refuse to testify against myself;
   (e) I give up the right at trial to hear and question the witnesses who testify against me;
   (f) I give up the right at trial to testify and to have witnesses testify for me. These witnesses can be made to appear at no expense to me.

   The Defendant understands that the maximum possible sentence for the crime(s) of _____ _____is 364 days in jail and/or a $5,000 fine plus costs and assessments, of _____ is 90 days in jail and/or a $1,000 fine, plus costs and assessments, and that the Judge can impose any sentence up to the maximum, no matter what the prosecuting authority or the defense recommends if the Agreement is revoked.

4. **Defendant's Agreement**. Defendant understands that by entering in the agreement he or she is not admitting guilt and that no determination has been made by the judge as to whether this evidence is sufficient to support a finding of guilty. However the Defendant also understands and agrees that in the event he or she violates this agreement, the judge will review the evidence listed below, and based only upon this evidence, the judge will decide if he or she is guilty of the crime(s) listed in Section 3 above.

Case number_____

Incident Report No: _____

Additional Materials and/or Evidence Is Identified As Follows:

_____.

☐ See Attachment A for Defendant's Agreement.

Defendant understands that the police reports and any other specified materials listed above, for administrative purposes only, may be marked as exhibits. These documents will be filed in the court file but they will not be admitted into evidence at this time. Should Defendant violate this Stipulated Order of Continuance he or she hereby waives any objection to their admission into evidence at a future hearing.

5. Defendant's Promise to be Present in Court. The Defendant understands and agrees that s/he shall be present in court at all future court hearings herein unless previously waived by the Judge and that *failing to appear in court as ordered may be a violation of this Agreement*.

6. Restitution. The Defendant agrees to pay restitution to _____. The restitution amount shall be paid through Seattle Municipal Court in the amount of ☐ _____ or ☐ to be determined.

7. Monitoring of Conditions. The Defendant agrees that compliance with this Agreement shall be monitored by ☐ Seattle Municipal Probation ☐ The Court. The Defendant agrees to report to Seattle Municipal Probation immediately following the court hearing at which this Agreement is entered and to any appointments subsequently scheduled by Seattle Municipal Probation. *The Defendant understands and agrees that failure to report to Probation and/or failure to provide proof of compliance with conditions may be a violation of this Agreement. The Defendant is responsible for filing proof of compliance with all conditions with Probation.*

8. Costs of Monitoring Compliance. The Defendant agrees to pay $_____ to Seattle Municipal Court as a compliance monitoring fee.

9. Other Financial Penalties: The Defendant agrees to pay $_____ to Seattle Municipal Court in addition to restitution or monitoring fees.

10. Criminal Law Violations. The Defendant shall have no criminal law violations during the term of this Agreement. The Defendant understands and agrees that this Court may take action on the Prosecution's motion alleging the Defendant's violation of this condition prior to any resolution of the alleged new criminal law violation. The Defendant specifically agrees that a "conviction" for a criminal law violation occurring after the entry of this Agreement is not a prerequisite to this Court taking action on the Prosecution's motion to revoke this Agreement due to the Defendant's alleged violation of this condition.

The Defendant understands and agrees that in a hearing alleging violation of this condition, the Prosecution may proceed via the admission of reliable hearsay alone. ER 1101(c) The Defendant further agrees that the Defendant's petition or other request of any Washington Court to grant the Defendant a Deferred Prosecution pursuant to RCW 10.05 et seq., for any new criminal law violation occurring after the entry of this Agreement shall be a violation of this condition. Traffic and/or civil infractions are not considered criminal law violations.

11. Address and Telephone Information. The Defendant agrees to notify the Court or Seattle Municipal Probation within 24 hours of any change of residence address, mailing address, or telephone number.

12. Order(s) Prohibiting Contact. The Defendant agrees to strictly comply with all provisions of **any** court order prohibiting contact. The Defendant shall not contact or attempt to contact:

_____.

13. ☐ **Alcohol/Drugs Prohibited**. The Defendant shall not possess or consume alcohol, or any illegal non-prescribed drugs. Defendant understands and agrees that Seattle Municipal Probation may order the Defendant to provide samples of breath or urine from time to time as a means of monitoring this condition. *The defendant understands and agrees that failure to comply with this condition shall be a violation of this Agreement.*

14. ☐ **Firearms**. The Defendant shall not possess or own any firearm or other dangerous weapon. The Defendant shall forfeit firearms, dangerous weapons, and any Concealed Pistol License by the end of the next business day.

15. ☐ **Chemical Dependency Treatment.** The Defendant shall obtain a chemical dependency evaluation from a state-certified agency (orADATSA if referred by probation), and thereafter successfully comply with all treatment recommendations, and is responsible for filing proof of same with Seattle Municipal Probation. Defendant shall

obtain the evaluation within 30 days or by _____ and shall commence any recommended treatment within 30 days of completion of the evaluation.

16. ☐ **DV Batterers' Intervention Program.** The Defendant shall successfully complete a state-certified Domestic Violence Batterers' Intervention Program as approved by Seattle Municipal Probation. Defendant shall complete intake process and enroll in the program within 45 days of today's date, or within 30 days of the completion of Phase I of a required chemical dependency program.

17. ☐ **Parenting Class.** The Defendant shall attend and successfully complete a parenting class at a location approved by Seattle Municipal Probation. The Defendant shall begin class within 30 days of today's date or by _____.

18. ☐ **Mental Health Evaluation.** The Defendant shall obtain a mental health evaluation from a licensed provider of mental health services and successfully comply with all treatment recommendations, including prescribed medication. The evaluation should be completed within a date determined by probation or by _____.

19. Treatment compliance. The Defendant understands and agrees that compliance with any treatment condition requires regular, continuous attendance and participation at all treatment sessions required by the provider and agrees that non-compliance with treatment requirements may be a violation of this Agreement.

20. Other Conditions:

_____

_____

_____

_____

21. Release Authorization. The defendant agrees to sign all necessary releases to allow Seattle Municipal Probation and treatment providers to fully exchange information regarding compliance issues.

PROCEDURE ON SUCCESSFUL COMPLETION OF CONDITIONS

The City agrees to continue the case until _____. If the Defendant has successfully complied with the conditions of this Agreement, the Prosecution agrees to move to dismiss the charges with prejudice at that time.

_____
DEFENDANT

_____
PRINT NAME

_____ _____
DEFENDANT'S ATTORNEY ASSISTANT CITY ATTORNEY

ORDER

The court, having considered the motion, exhibits and arguments of counsel, and having found that a stipulated order of continuance is appropriate, hereby orders this matter continued to _____, subject to the terms and conditions listed above.

_____
Judge