



IN THE MUNICIPAL COURT OF THE CITY OF SEATTLE

THE CITY OF SEATTLE, PLAINTIFF

VS

\_\_\_\_\_, Defendant

COMMUNITY COURT AGREEMENT

Case # \_\_\_\_\_

**Participant Agreement**

I agree to have the above referenced case referred to Community Court. If I complete the requirements of community court, my case will be dismissed.

I understand I am not admitting guilt or waiving my right to a trial. However, to enter this Community Court Agreement, I must give a pretrial release counselor (employed by Seattle Municipal Court Programs and Services) information about my needs and future goals. I will also need to submit to urinalysis (UA) testing, which will also be used in my needs assessment. I understand that the UA results could lead to incarceration if I am on probation supervision and have been ordered not to use drugs or alcohol. The information that I give the pretrial release counselor will be shared with the prosecutor, my defense attorney, and the judge. The information will also be used to form a Community Court plan. If the plan is approved by the judge, I will be able to enter Community Court. Participating in Community Court is voluntary, and I can stop at any time.

**Immunity Agreement**

The Community Court program requires a level of trust and openness so that participants (and potential participants) may share information about their needs and goals without fear that information will later be used against them.

To facilitate openness, the City Attorney's Office agrees that it will not use information gathered during any defendant's Community Court participation, including intake and referral, **to prove the defendant guilty of the pending crime(s) charged in SMC or to increase the terms of conditions of sentence unless agreed by defense, should the defendant not enter or complete Community Court.** This shall include any statements, UA results, or information gathered by the Community Court team. The City and probation will not use any such information outside of Community Court and agree not to share the information with law enforcement. This agreement does not exempt any party from complying with mandatory reporting laws.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Defendant

I have explained this agreement to my client. I am satisfied that my client understands it.

\_\_\_\_\_  
Attorney for Defendant

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WSBA #