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IN THE KITSAP COUNTY SUPERIOR COURT

STATE OF WASHINGTON,)
) No. [file number]
)
) Plaintiff,)
) PRETRIAL AGREED CONTINUANCE
)
) v.)
)
)
) [FULL NAME],)
) Age: [current age]; DOB: [date of birth],)
)
) Defendant.)
 _____)

AGREED STIPULATION

COMES NOW the Prosecution, by and through its attorney of record below-named, and the Defendant, by and through his or her attorney of record below-named, and hereby enter the following Agreement (hereafter “Agreement”)–

DEFENDANT’S WAIVER OF RIGHTS AND AGREEMENT

2.1 CURRENT OFFENSE(S) <i>Asterisk (*) denotes same criminal conduct (RCW 9.94A.525).</i>		RCW		Date(s) of Crime from to		THE SPECIAL ALLEGATIONS* LISTED BELOW WERE PLED AND PROVED
[C H A R G E S]						



2.2 CRIMINAL HISTORY (RCW 9.94A.525) <i>Asterisk (*) denotes prior convictions that were same criminal conduct.</i>	Date of Crime	Date of Sentence	Sentencing Court	Juv (x)
[history]				

2.3 SENTENCING DATA									
Count	Offender Score	Seriousness Level	Standard Range	Days (x)	Mo. (x)	Special Allegations Type* Mo.		Total Standard Range (Mo.)	Maximum Term
I.	[score]	[level]	[standard]	[days]	[months]				[statmax]

1. **Expiration.** This offer expires **at the PACT hearing set at arraignment.** The State may revoke this offer at any time prior to entry and filing of this Agreement with the Court.
2. **Criminal History.** The Defendant agrees and declares, under penalty of perjury as provided by RCW 9A.72.020 or .030, that the felony criminal history listed in this agreement is true, correct and complete, that the Defendant has no additional criminal convictions or adjudications that would count toward the offender score, and that the Defendant's community custody/placement status at the time of the current offense(s) is correctly noted herein. The Defendant agrees that any misstatement of his or her criminal history constitutes a material breach of this agreement.
3. **Waiver of Speedy Trial.** The Defendant understands that if he or she is detained in jail, then he or she has the right to be tried within 60 days following the "commencement date" as defined in CrR 3.3(c), and if he or she is not detained in jail, he or she has a right to a trial within 90 days of the "commencement date." The Defendant understands that if he or she does not receive a speedy trial the court may dismiss the case with prejudice. Pursuant to CrR 3.3(c)(2)(i), the Defendant gives up his or her right to a speedy trial as currently set, and agrees to a new commencement date of **December 31, 2025.**
4. **Waiver of Jury Trial.** The Defendant understands that he or she has the right to trial by jury unless he or she waives the right to a jury trial (CrR 6.(a)). The Defendant hereby waives his or her jury trial right and requests that his or her guilt or innocence be decided by a judge.
5. **Waiver of Rights, Waiver of Objection to Any Evidence Presented, Waiver of Right to Appeal.** The Defendant understands that he or she has the right to require the prosecution to



1 prove the allegations contained in the criminal information filed in this case beyond a
2 reasonable doubt, to contest and object to evidence presented against the Defendant, and to
3 present a defense. Should the Defendant be found in violation of this agreement, the Defendant
4 gives up those rights. The Defendant agrees that he or she will not contest or object to any
5 evidence presented against the Defendant at any future hearings, whether or not such evidence
6 is a part of the Court's record at the time of entry of this agreement. The State reserves the
7 right to supplement the court's record in this case at a later time. The Defendant also
8 understands that he or she has the right to present evidence on the Defendant's own behalf.
9 The Defendant gives up that right and gives up the right to contest the Defendant's guilt or
10 innocence regarding the underlying charge(s), except as to sufficiency of the evidence. The
11 Defendant understands that evidence presented against the Defendant at a future hearing may
12 only consist of police reports and lab reports, and the Defendant understands that the Judge
13 will rely on that evidence in determining the Defendant's guilt or innocence.

14 The Defendant understands that by entering into this Agreement he or she is giving up the
15 constitutional right to a jury trial, the right to hear and question witnesses, the right to call
16 witnesses in his or her own behalf, the right to testify or not to testify, the right to remain
17 silent, the right to challenge the admissibility of statements the Defendant has made (CrR 3.5),
18 the right to challenge physical, oral or identification evidence (CrR 3.6), the right to assert any
19 of the following privileges; both spousal and marital (RCW 5.60.060), physician-patient
20 (RCW 5.60.060), clergy-penitent (RCW 5.60.060), psychologist-client (RCW 18.83.110),
21 registered nurse (RCW 5.62.020), counselor (RCW 18.19.180).

22 The Defendant understands that, if convicted, monetary penalties will apply; and that, for a
23 Class C felony the maximum fine is \$10,000 fine plus costs and assessments, and that for a
24 Class B felony the maximum fine is \$20,000 fine, plus costs and assessments. The court must
25 impose certain minimum legal financial obligations, including a \$500.00 victim assessment
26 and, if you have never before been convicted of a felony or a domestic violence crime, a
27 \$100.00 DNA sample fee.

28 The Defendant understands that if convicted the judge can impose any sentence up to the
29 maximum, and that the judge does not have to follow anyone's recommendation as to
30 sentence. The judge must impose a sentence within the standard range noted above unless the
31 judge finds substantial and compelling reasons not to do so. I understand the following



1 regarding exceptional sentences:

- 2 (i) The judge may impose an exceptional sentence below the standard range if
3 the judge finds mitigating circumstances supporting an exceptional sentence.
- 4 (ii) The judge may impose an exceptional sentence above the standard range if I
5 am being sentenced for more than one crime and I have an offender score of
6 more than nine.
- 7 (iii) The judge may also impose an exceptional sentence above the standard range
8 if the State and I stipulate that justice is best served by imposition of an
9 exceptional sentence and the judge agrees that an exceptional sentence is
10 consistent with and in furtherance of the interests of justice and the purposes
11 of the Sentencing Reform Act.
- 12 (iv) The judge may also impose an exceptional sentence above the standard range
13 if the State has given notice that it will seek an exceptional sentence, the
14 notice states aggravating circumstances upon which the requested sentence
15 will be based, and facts supporting an exceptional sentence are proven
16 beyond a reasonable doubt to a unanimous jury, to a judge if I waive a jury,
17 or by stipulated facts.

18 If the court imposes a standard range sentence, then my rights to appeal are severely limited.
19 If the court imposes an exceptional sentence after a hearing, either the State or I can appeal the
20 sentence. The Defendant understands that by entering this agreement, upon conviction he
21 waives the right to appeal all issues except the voluntariness of this agreement, the
22 reasonableness of the termination of the agreement, the sufficiency of the evidence, or the
23 imposition of an exceptional sentence.

24 7. **Immigration Consequences.** The Defendant understands that if he or she is not a citizen of
25 the United States, entry of this Agreement or a finding of guilt following violation of this
26 Agreement may be grounds for deportation, exclusion from admission to the United States, or
27 denial of naturalization pursuant to the laws of the United States.

28 8. **Affirmative Condition.** The Defendant agrees to fully and completely satisfy the following:

- 29 ☒ **Criminal Law Violations.** The Defendant shall have no criminal law violations. The
30 Defendant agrees that this Court may act on the Prosecution's motion alleging the
31 Defendant's violation of this condition prior to any resolution of the alleged new



1 criminal law violation. The Defendant specifically agrees that a "conviction" for a
2 criminal law violation occurring after the signing of this Agreement is not a prerequisite
3 to this Court acting on the Prosecution's motion to revoke this Agreement due to the
4 Defendant's alleged violation of this condition. The Defendant further agrees that the
5 Defendant's petition or other request of any court to grant the Defendant a deferred
6 prosecution pursuant to RCW 10.05 et seq. (or any similar out of State statute) for any
7 criminal law violation occurring after the signing of this Agreement shall be a violation
8 of this condition. Civil infractions (for example, but not limited to, speeding tickets) are
9 not considered criminal law violations. Accordingly, the Defendant's commission of a
10 civil infraction does not constitute a violation of this Agreement.

- 11 9. **Defendant's Promise to Fully Satisfy Conditions.** The Defendant understands and agrees
12 that he or she shall fully and completely satisfy all the conditions of this Agreement, and that
13 failure or neglect to carry out and fulfill any term or condition of this Agreement shall
14 constitute a material violation of this Agreement.
15
16 10. **Violation of Agreement.** The Defendant also understands and agrees that any allegation by
17 the Prosecution that the Defendant has violated this Agreement will result in a hearing by this
18 Court to determine whether a violation has been proven, and that the Prosecution will not be
19 required to comply with its obligations in the section entitled "Prosecution's Agreement" until
20 this Court has determined that the Defendant did not violate this Agreement and that the
21 Defendant is in full compliance with this Agreement.

22 23 PROSECUTION'S AGREEMENT

24 25 DISMISSAL OF CHARGE(S)

26 If the Defendant successfully complies with the promises he or she has made herein, the
27 Prosecution agrees to move to dismiss with prejudice all charges filed in the above-captioned
28 cause, at a hearing to occur **not before one (1) year** following entry of this Agreement.
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PROCEDURE ON ALLEGED VIOLATION OF AGREEMENT

The Defendant and Prosecution agree that the prompt resolution of any alleged of violation of this Agreement is desirable. Accordingly, the parties request this Court to set a hearing date within 30 days of any party's motion on such an allegation, so that this Court may promptly determine whether a violation of this Agreement has occurred.

The parties further agree that a Prosecution motion alleging a violation of this Agreement by the Defendant will be handled in accordance with the procedures set forth in *State v. Marino*, 100 Wn.2d 719, 674 P.2d 171 (1984), and *State v. Kessler*, 75 Wn.App. 634, 879 P.2d 333 (1994). The parties also agree that, when determining guilt or innocence, the Court may look beyond the confines of the Defendant's court file and may consider evidence found in the Defendant's Washington State Department of Licensing driving abstract, in the Washington State Judicial Information System (including access through the Judicial Access Browser System), and in the Statewide Electronic Collision and Ticket Online Records.

The Defendant understands that if he or she is found guilty of the charged offense, the prosecuting authority will recommend zero (0) days, or bottom of the range concurrent if zero days would be an exceptional sentence given subsequent criminal history. The Defendant understands that any additional criminal convictions may impact his or her offender score and standard sentencing range for this offense. The sentence imposed by the judge may also include community custody, legal financial obligations and restitution as authorized by law.

DEFENDANT CERTIFICATION

The Defendant certifies that he or she enters into this Agreement freely and voluntarily. No person has threatened harm of any kind to cause the Defendant to enter this Agreement. No person has made any promises to cause the Defendant to enter into this Agreement except those set forth in this Agreement.



1 The defendant *and* defense counsel assert that [check appropriate box]:

- 2 ☐ (a) The defendant had previously read the entire agreement above and that the defendant
3 understood it in full;
- 4 ☐ (b) The defendant's lawyer had reviewed with the defendant the entire agreement above and
5 that the defendant understood it in full; or
- 6 ☐ (c) An interpreter had previously read to the defendant the entire agreement above and that
7 the defendant understood it in full. The Interpreter's Declaration is included below.

8

9 **ORDER**

10 **THIS MATTER** having come on regularly for hearing before the undersigned Judge of
11 the above-entitled Court on the motion for Agreed Continuance; the parties appearing by and
12 through their attorneys of record below-named; and the Court having considered the motion,
13 argument of counsel and the records and files herein, and being fully advised in the premises,
14 now, therefore, it is hereby—

15 **ORDERED, ADJUDGED, AND DECREED** that there is good cause to continue the
16 above-captioned matter, and the agreed motion for continuance is granted. I find that the
17 Defendant understands the obligations and consequences of this agreement of the waivers therein.
18 I find the Defendant's entry into this agreement is knowingly, intelligently, and voluntarily made.

19

20 DATED this _____ day of _____, _____.

21

22

23 Judge _____

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1 **Note to Defendant**—This Agreement is a contract
2 between you and the Kitsap County Prosecutor's
3 Office. In order to receive the benefit of the
4 contract, you must comply with all terms of this
5 Agreement. If you fail to satisfy any of these
6 requirements, you can (and likely will) be found
7 guilty without a trial by jury.

DEFENDANT

PRESENTED BY—

APPROVED FOR ENTRY—

_____, WSBA No. _____
Deputy Prosecuting Attorney

_____, WSBA No. _____
Attorney for Defendant
*Certification of Defense Counsel: I have read and
discussed this agreement with the defendant,
including the potential for any immigration
consequences. I believe that the defendant is
competent and fully understands the agreement.*

Interpreter's Declaration: I am a certified or registered interpreter, or have been found otherwise qualified by the court
to interpret in the _____ language, which the defendant understands. I have interpreted
this document for the defendant from English into that language. I certify under penalty of perjury under the laws of the
state of Washington that the foregoing is true and correct.

Signed at (city) _____, Washington, on (date) _____.

Interpreter

Print Name

