

**District Court of Washington for the
County of Thurston**

No.

**STIPULATED ORDER OF
CONTINUANCE (SOC)**

Plaintiff,

vs.

Defendant.

COMES NOW the Plaintiff, _____, by and through its attorney, _____, and the Defendant, _____ by and through his/her attorney, _____, who agree and stipulate as follows:

A. That the Defendant has been charged with:

1. _____, alleged to have occurred on _____. The elements of the offense which must be proven are noted in the charging document. The maximum penalty is: ____ days in Jail and \$_____ fine.

2. _____, alleged to have occurred on _____. The elements of the offense which must be proven are noted in the charging document. The maximum penalty is: ____ days in Jail and \$_____ fine.

3. _____, alleged to have occurred on _____. The elements of the offense which must be proven are noted in the charging document. The maximum penalty is: ____ days in Jail and \$_____ fine.

4. _____, alleged to have occurred on _____. The elements of the offense which must be proven are noted in the charging document. The maximum penalty is: ____ days in Jail and \$_____ fine.

B. That the above-captioned matter will be continued for a period of _____ months from the date this order is signed. The defendant understands that he/she has the right to be tried within 90 days, if out of custody, or 60 days, if in custody, following his/her commencement date as defined in CrRLJ 3.3(c). The defendant further understands that if he/she does not receive a trial within this time period that this case may be dismissed with prejudice unless he/she waives this right. The defendant understands that speedy trial currently expires on _____. The defendant gives up that right and agrees to a new commencement date of _____. As a result of this waiver, the last available date for trial will be 90 days from this new commencement date.

C. That the terms and conditions of such continuance require:

1. That the defendant shall deposit with the Court the sum of:

Court Costs:	_____	CAC Fee:	_____
Probation Fee:	_____	Bench Warrant Fee:	_____
Assessment:	_____	Other:	_____
Restitution:	_____		
Statutory	_____	Total Costs and Fees:	_____

All amounts listed above shall be paid no later than _____.

2. That the defendant shall NOT do any of the following:

Consume alcohol or non-prescribed drugs	Drive with BAC of .08 or higher
Refuse to take BAC when directed	Drive without license or insurance
Frequent any bar or tavern	Possess a firearm or dangerous weapon
Commit a new law violation	

If any new charges resolve to a disposition other than dismissal or not guilty (e.g., pretrial diversion with stipulation/admission, deferred prosecution, etc.), then that will constitute a violation of this agreement.

3. That the defendant successfully completes all the following:

Alcohol/Drug referral/treatment	Domestic violence referral/treatment
Attend DWI victim panel	Consumer awareness class
Anger management referral/treatment	Traffic safety class
Parenting Class	Mental health referral/treatment
Submit to PBT/UA	Attend ____ AA/Self-help meetings/wk
Contact probation as directed	
Perform _____Hours community service. Proof is due on or before _____.	
Other:	

- a. If the terms of this agreement include contacting probation, the defendant agrees that compliance with this agreement shall be monitored by the Thurston County District Court Probation Department. The defendant agrees to contact the probation department within 48 hours of this agreement (or, if the defendant is in custody, within 48 hours of release), to attend all appointments set by probation, and to abide by all probation rules and regulations. Any unexcused failure will constitute a violation of this agreement.
- b. Proof of all required evaluations and compliance with treatment are to be turned in to the probation department within 30 days of this agreement and every 30 days until treatment is completed. If the probation department determines another reporting schedule to be appropriate, the probation schedule shall supersede the 30-day schedule. Unless otherwise noted, evaluations must be done by state-certified agencies and conform to the requirements of the WAC.

Reports from _____ will not be accepted.

D. That for the purposes of this SOC, the Defendant understands:

1. That s/he is presumed innocent of any charge until proven guilty beyond a reasonable doubt;
2. That s/he has the right to a speedy trial by an impartial judge or jury within 60 days from arraignment if s/he is in custody, or within 90 days from the date of arraignment if s/he is not in custody;
3. That s/he has the right to a jury trial unless s/he specifically gives up that right in writing;
4. That s/he has the right to hear and question all witnesses who testify against him/her at trial;
5. That s/he has the right to call witnesses on his/her own behalf and the right to have the court subpoena and order such witnesses to appear at no expense to him/her, and the right to present evidence in his/her defense;
6. That s/he has the right at trial to testify on his/her own behalf, and has the right to remain silent and not give testimony, and that such silence will not be used against him/her;
7. That s/he has the right to be represented by an attorney of his/her own choosing and, if s/he cannot afford one, an attorney will be appointed for him/her at public expense if s/he qualifies;

8. That s/he could proceed to trial and if s/he were found guilty, s/he would have the right to appeal the matter to a higher court by filing a written notice of appeal within 30 days of the judgment;
9. That if s/he is not a citizen of the United States, any finding of guilt to an offense punishable as a crime under state law may be grounds for removal or exclusion from admission to the United States, or denial of naturalization pursuant to the laws of the United States.

E. That for the purposes of this SOC, the defendant freely, knowingly, and voluntarily stipulates:

1. That s/he has been advised of his/her constitutional rights by the court and/or his/her attorney and s/he is knowingly, intelligently and voluntarily entering into this agreement;
2. That s/he has not been threatened or coerced into entering this agreement and that no one has made any promises of any kind to him/her except those contained in this agreement;
3. That s/he understands and agrees that by entering this agreement that s/he will be giving up his/her right to a trial by a jury;
4. That s/he understands that by entering this agreement the judge may subject him/her to travel restrictions and may require him/her to contact his/her probation officer to travel or transfer to another state;
5. That in the event this SOC is revoked for any reason, s/he will have only a stipulated facts trial, before a judge, based solely on the materials provided to defense as discovery, including the police report and any other materials associated with this charge;
6. That such stipulated facts trial will consist of the court reading the police reports associated with this charge along with any other associated discovery previously provided to defense, and that these will be admitted as evidence and placed in the court file. The defendant further stipulates to the admissibility of the police reports and associated discovery materials associated with this charge, and acknowledges that s/he will not be permitted to present any other evidence and that s/he is waiving his/her right to confront and question witnesses, his/her right to call witnesses on his/her own behalf, and his/her right to testify or not to testify.

7. That s/he understands that this agreement is not an admission of guilt, but that in the event that a stipulated facts trial occurs, the court will make the determination if the stipulated evidence establishes all elements of the crime beyond a reasonable doubt sufficient to make a finding of guilt.

F. The defendant understands and agrees that if the defendant completes all of the conditions set forth above this matter will be:

at the end of the continuance period. If the result of successful completion is to an amended charge or infraction, the defendant agrees that a stipulated facts trial, as described in paragraph E will be conducted as to the reduced charge. If the court enters a finding of guilty or committed, the City's recommendation is to close the case with no further conditions.

G. If defendant is in full compliance with the terms of this agreement at the time of the final hearing, the defendant hereby waives the right to be present for the final hearing, understanding that the hearing will proceed as described in paragraph F.

H. The defendant understands and agrees that he/she shall fully and completely satisfy all of the conditions of this agreement, and that failure or neglect to carry out and fulfill any term or condition of this agreement, including failure to meet any applicable deadline, shall constitute a material violation of this agreement. The defendant understands and agrees that any allegation by the City that the defendant has violated this agreement will result in a hearing to determine whether a violation has been proven, and that the City will not be required to perform its obligations under this agreement until the Court has determined that the defendant did not violate this agreement and that the defendant is in full compliance.

I. The defendant understands and agrees that if the Court finds that the City has proved a violation of any of the terms of this agreement, this SOC will be revoked and the matter will be set for trial pursuant to the terms described herein.

K. The defendant agrees to notify the court promptly of any change of address. Defendant agrees to monitor his/her mail and respond to any summons related to this case. The defendant understands and agrees that any unexcused failure to appear for any mandatory hearing is a material violation of this agreement.

L. By his or her signature below the Defendant affirms that s/he has read or has had read to him/her this entire agreement and knowingly, intelligently and voluntarily accepts the terms of this agreement.

IT IS NOW HEREBY ORDERED that this Stipulated Order of Continuance (SOC) is approved and the matter is continued in accordance with its terms.

Dated on _____.

Prosecuting Authority, WSBA#

Defendant

Attorney for Defendant, WSBA#