

IN THE BREMERTON MUNICIPAL COURT

CITY OF BREMERTON,

Plaintiff,

v.

DOB: _____ Defendant.

)
) No.
)
) PRE-TRIAL DIVERSION AGREEMENT,
) WAIVERS, AND STIPULATED ORDER OF
) CONTINUANCE –
)
) Does this include a DUI offense? Yes No
) BAC _____ Drug DUI
) BAC Refused Child Under 16

PRE-TRIAL DIVERSION AGREEMENT

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 Pre-Trial Diversion Agreement (hereafter “Agreement”)–

DEFENDANT’S WAIVER OF RIGHTS AND AGREEMENT

1. **Waiver of Speedy Trial (CrRLJ 3.3(c)(2)(i)).** The Defendant understands that he or she has the right to be tried within 90 days following the “commencement date” as defined in CrRLJ 3.3(c), 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 understands that he or she has a right to trial by _____ (date).

The Defendant gives up that right and agrees to a new commencement date of **December 31, 2033.**

As a result of this waiver, the last allowable date for trial will be **March 31, 2034.**

2. **Waiver of Jury Trial (CrRLJ 6.1.1(a)).** 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. The Defendant hereby waives his or her jury trial right and requests that his or her guilt or innocence be decided by a judge.

3. **Waiver of Right to Counsel.** The Defendant understands the he or she has the right to be represented by a lawyer, and that he or she may talk to a lawyer before signing this document and/or any Addendum to this document. The Defendant knows that if he or she cannot afford a lawyer the Defendant could ask the Court to appoint a lawyer to represent the Defendant. Being aware of the right to be represented by a lawyer, the Defendant hereby waives that right at this time. The waiver is made freely, knowingly and voluntarily. The Defendant has no more questions to ask about his or her right to be represented by a lawyer. The Defendant chooses to sign this document and/or any Addendum to this document without legal representation.

DATE

DEFENDANT

4. **Waiver of Rights.** The Defendant understands that he or she has the right to contest and object to evidence presented against the Defendant. Should the Defendant be found in violation of this agreement, the Defendant gives up the right to contest and object to any evidence presented against the Defendant at any future hearings, whether or not such evidence is a part of the Court's record or in the Defendant's possession at the time of entry of this agreement. The Defendant also understands that he or she has the right to present evidence on the Defendant's own behalf. The Defendant gives up the right to present evidence on the Defendant's own behalf as to the Defendant's guilt or innocence regarding the underlying charge(s). The Defendant understands that evidence will be presented against the Defendant at a future hearing and the Defendant understands that the Judge will read and review that evidence in determining the Defendant's guilt or innocence.

The Defendant understands that, by this process, he or she is giving up the constitutional right to a jury trial, the right to hear and question witnesses, the right to call witnesses in his or her own behalf, the right to testify or not to testify, the right to remain silent, the right to challenge the admissibility of statements the Defendant has made (CrRLJ 3.5), the right to challenge physical, oral or identification evidence (CrRLJ 3.6), the right to assert husband-wife privileges (RCW 5.60.060), the right to assert a physician-patient privilege (RCW 5.60.060), psychologist-client privilege (RCW 18.83.110), registered nurse privilege (RCW 5.62.020), and counselor privilege (RCW 18.19.180).

The Defendant also understands that in the event that an *infraction* is part of this agreement, he or she gives up the right to contest, mitigate, or defer findings of the infraction upon revocation and stipulates that there is a sufficient factual basis for a finding of committed to any infraction included under this agreement.

The Defendant understands that the maximum sentence (per count) for each the crime(s) charged are – _____ is 364 days in jail and/or a \$5,000 fine plus costs and assessments, _____ is 90 days in jail and/or a \$1,000 fine, plus costs and assessments, _____ is ___ days in jail and/or a \$ ___ 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.

5. **Defendant's Promise to be Present in Court.** The Defendant understands and agrees that he or she shall be present in court at all future court hearings herein unless previously waived in writing by the judge.

6. **Additional Conditions.** The Defendant agrees to fully and completely satisfy all of the following selected conditions–

Criminal Law Violations. The Defendant shall have no criminal law violations. The Defendant 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 signing 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 specifically agrees that a criminal law violation may be proven by a preponderance of the evidence proving the Defendant engaged in conduct prohibited by criminal law. The Defendant further agrees that the Defendant's petition or otherwise 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 signing of this Agreement shall be a violation of this condition. The Defendant further agrees that the Defendant's entry into a Pretrial Diversion Agreement ("PDA"), Stipulated Order of Continuance ("SOC"), Felony Diversion Program,

First Time Offender Waiver (“FTOW”), Therapeutic Court (including but not limited to Drug Court, Veteran’s Court, Behavioral Health Court and DUI Court) or any other prosecutorial diversion or deferred disposition for a criminal charge shall be a violation of this condition. Traffic and/or civil infractions are not considered criminal law violations. Accordingly, the Defendant’s commission of a traffic and/or civil infraction does not constitute a violation of this Agreement unless otherwise stated in this Agreement.

IMMIGRATION. IF I AM NOT A CITIZEN OF THE UNITED STATES, A FINDING OF GUILT TO ANY CRIMINAL OFFENSE MAY BE GROUNDS FOR DEPORTATION, EXCLUSION FROM ADMISSION TO THE UNITED STATES, OR DENIAL OF NATURALIZATION PURSUANT TO THE LAWS OF THE UNITED STATES.

Address and Telephone Information. The Defendant agrees to immediately notify the Court in person or in writing of any change of residence or mailing address and telephone number.

Failure to File Proof of Compliance with the Court. The Defendant agrees that failure to file written proof with the Court Clerk when required herein shall be a violation of this Agreement.

Court Order(s) Prohibiting Contact. The Defendant agrees to strictly comply with all provisions of any court order entered in this case or any other case if such order restrains the Defendant and was issued pursuant to any of the following chapters of the Revised Code of Washington: 7.92, 7.9, 9A.46, 10.99, 26.09, 26.10, 26.26, 10.14 or 74.34, or any temporary order for protection granted under chapter 7.40 pursuant to chapter 74.34, or any valid foreign protection order as defined in RCW 26.52.020.

Seized Property. The Defendant agrees as of today’s date to forfeit all property seized herein by law enforcement.

Misdemeanant Probation Department Assessment. The Defendant shall pay a misdemeanor probation department assessment of [\$800] [\$_____] at ***\$75 per month*** by the 5th of each month beginning _____. *The defendant certifies that he or she is capable of making the payment agreed to herein and agrees that failure to make payments is a material violation of this agreement.* Payments shall be made to—

Bremerton Municipal Court, 550 Park Avenue, Bremerton, WA 98337

****If this is an offense that will be amended to a RCW Title 46 offense upon completion of this agreement, the defendant agrees to allow the court to place the mandatory \$43.00 conviction fee in a trust account to be applied to the conviction costs. ****

Misdemeanant Probation Department Assessment (Community Service Alternative). The Defendant shall pay a misdemeanor probation department assessment of [\$800] [\$_____] at ***\$75 per month*** by the 5th of each month beginning _____. In lieu of monetary payments, the Defendant agrees to pay this probation assessment by completing community service at a probation-approved nonprofit or government agency in the City of Bremerton. Community service hours are credited at ***\$15.74 per hour***. I understand and agree it is solely my responsibility to file proof of completed community service hours with the Court every month until the balance is paid off. *Failure to complete or provide proof of community service hours is a material violation of this agreement.*

****If this is an offense that will be amended to a RCW Title 46 offense upon completion of this agreement, the defendant agrees this fee cannot be paid via community service hours and must be paid by monetary payment. The defendant agrees to allow the court to place the mandatory \$43.00**

conviction fee in a trust account to be applied to the conviction costs. **

- Related costs under this cause number.** The defendant hereby agrees to pay any and all outstanding costs owing under this cause number including, but not limited to, public defender fees and bench warrant costs. The failure to pay any and all costs imposed now or in the future under this cause number may result in a Motion To Revoke this agreement.
- Monitoring of Conditions by Municipal Court.** The Defendant agrees that compliance with this Agreement shall be monitored by Bremerton Municipal Court. The defendant also understands that the assessments paid are for services rendered by the probation monitoring department. Any fees paid under this contract will be applied, pro rata, for services performed. In the event of revocation, any outstanding fees owing for work already performed may be added as probation costs in a Judgment and Sentence.
- Travel Restrictions:** I will be required to contact the Bremerton Municipal Court probation officer, designee, or the court if there is no probation department, to see if I am subject to Interstate Compact Rules. I may have to request permission to travel or relocate to another state if I am under misdemeanor monitoring for one (1) year or more and this crime involves: (i) an offense in which a person has incurred direct or threatened physical or psychological harm; (ii) an offense that involves the use or possession of a firearm; (iii) a second or subsequent misdemeanor offense of driving while impaired by drugs and/or alcohol (*Physical Control, Negligent Driving First Degree, or DUI*); (iv) a sexual offense that requires the offender to register as a sex offender in the sending state. I understand that I will be required to pay an application fee with my travel or transfer request.
- Valid License and Insurance.** The Defendant shall not drive a motor vehicle without a valid driver's license and current proof of automobile personal liability insurance.
- Chemical Dependency Treatment.** The Defendant shall obtain a chemical dependency evaluation from a state-certified agency, and within 60 days from today's date, file written proof thereof with the Court Clerk. The defendant shall successfully comply with all treatment recommendations within 30 days of completion of the chemical dependency evaluation (including any recommendations for additional evaluations and treatment such as mental health, psycho-sexual or domestic violence). The defendant also acknowledges and agrees that failure to provide proof of treatment and/or any non-compliant treatment report will form the basis for a revocation of this agreement. The defendant further agrees that in the event the defendant obtains multiple evaluations, the defendant must complete the highest level of treatment recommended. ****On line treatment and courses are not acceptable.****
- Compliance with Chemical Dependency Treatment & Urinalysis.** If any chemical dependency treatment is recommended pursuant to terms of this agreement, the defendant shall not possess or consume alcohol, marijuana, or non-prescribed drugs for the entirety of this agreement. The defendant further agrees that he or she shall comply with any random UA, any oral saliva test, hair follicle test, or any breath test as requested by the treatment agency, the court, probation or the prosecutor. Any missed UA, refusal to comply with random drug or alcohol testing, or providing a dilute UA shall be presumed to be a positive result and shall form the basis for a revocation of this agreement.
- DUI Victim's Panel.** The Defendant shall attend a DUI victim's panel and within 60 days from today's date file written proof thereof with the Court Clerk. In order to satisfy this condition, the panel must comply with the requirements set out in RCW 10.01.230.
- Emergency Responder Restitution.** The Defendant shall pay restitution in the amount of _____ to the primary investigative agency in this case, the Bremerton Police Department. The Defendant shall,

- within 60 days of entering into the agreement, make this payment directly to the Court. The Defendant shall pay restitution in the amount of _____ to the Bremerton Fire Department. The Defendant shall, within 60 days of entering into the agreement, make this payment directly to the Court.
- Non-Prescribed Drugs Prohibited.** The Defendant shall not possess or consume any controlled substances or non-prescribed drugs unless prescribed by a physician. I understand I am not allowed to possess or consume non-prescribed drugs and I may be subject to random drug testing. Any failure to submit to any UA or any other drug test as requested by my treatment agency, the court, probation or the prosecution shall be presumed to be a positive result.
 - Alcohol Prohibited.** The Defendant shall not possess or consume alcohol for the duration of this agreement.
 - Marijuana Prohibited.** Marijuana shall not be possessed, smoked, or ingested for the duration of this agreement.
 - Drinking and Driving.** The Defendant shall not drive or be in actual physical control of a motor vehicle or boat while having an alcohol concentration of 0.03 or more within two hours after driving or being in physical control. The Defendant shall not refuse to submit to a test of his/her breath or blood to determine alcohol and/or drug concentration upon request of a law enforcement officer who has reasonable grounds to believe that the Defendant was driving or in actual physical control of a motor vehicle while under the influence of an intoxicating liquor and/or drugs.
 - Ignition Interlock Device.** The Defendant shall not operate any vehicle unless it is equipped with a functioning ignition interlock alcohol device. Unless otherwise noted in this agreement, there is no exception for vehicles used by the Defendant in the course of his/her occupation or employment.
 - Six Hour Defensive Driving Class.** The Defendant shall attend and successfully complete a six (6) hour live or (8) hour on-line defensive driving course, and within 60 days from today's date file written proof thereof with the Court Clerk.
 - Non "Per-Se" DUI / Physical Control.** The Defendant stipulates there is sufficient evidence to support a finding that he or she was under the influence of intoxicating liquor and/or marijuana and/or drug(s) at the time he or she drove or was in actual physical control of a motor vehicle in the above captioned case.
 - DV Perpetrator's Program. See 388-60 WAC.** The Defendant shall successfully complete a *Washington State-certified* Domestic Violence Perpetrator's assessment and follow through with all treatment recommendations (Men's Ending Violence program satisfies this requirement for active members of the military). Within 60 days from today's date, the defendant is required to file proof of evaluation and entry into the DV program. ****Note—Online courses are not acceptable****
 - Firearms.** The Defendant shall not possess or own any firearms for the duration of this agreement.
 - DV Parenting Class.** The Defendant shall attend and successfully complete a parenting class for a minimum 24 hours that includes discussion concerning the effects of domestic violence on children, and within 60 days from today's date file written proof thereof with the Court Clerk. ****Note—Online courses are not acceptable****
 - Anger Management Course.** The Defendant shall enter and successfully complete a minimum 8 hour anger management course at a *Washington State certified* treatment agency, and within 60 days from today's date file written proof of enrollment and/or completion thereof with the Court Clerk. ****Note:**

Online courses are not acceptable**

Psycho-Sexual Evaluation. The Defendant shall obtain a psycho-sexual evaluation from a Washington state-certified agency, and within 60 days from today’s date, file written proof thereof with the Court Clerk. The defendant shall successfully comply with all treatment recommendations within 30 days of completion of the psycho-sexual evaluation (including any recommendations for additional evaluations and treatment such as mental health, chemical dependency or domestic violence). The defendant also acknowledges and agrees that failure to provide proof of treatment and/or any non-compliant treatment report will form the basis for a revocation of this agreement. The defendant further agrees that in the event the defendant obtains multiple evaluations, the defendant must complete the highest level of treatment recommended. ****On line treatment and courses are not acceptable.****

Mental Health Evaluation & Treatment. The Defendant shall obtain a mental health evaluation from a Washington state-certified agency, and within 60 days from today’s date, file written proof thereof with the Court Clerk. The defendant shall successfully comply with all treatment recommendations within 30 days of completion of the mental health evaluation (including any recommendations for additional evaluations and treatment such as chemical dependency, domestic violence or psycho-sexual). The defendant also agrees to take any medications prescribed by doctors or mental health professionals and to provide any privacy waivers concerning treatment and therapy so that the Court and the Prosecutor’s Office may review treatment for compliance. The defendant also acknowledges and agrees that failure to provide proof of treatment and/or any non-compliant treatment report will form the basis for a revocation of this agreement. The defendant further agrees that in the event the defendant obtains multiple evaluations, the defendant must complete the highest level of treatment recommended. ****On line treatment and courses are not acceptable.****

Entry Prohibited. The Defendant shall not enter upon the premises of the following locations:

No Contact [Non-DV Cases Only]. The Defendant shall not make any attempts (including but not limited to directly or indirectly, in person, in writing, by telephone, or through other persons) to contact the following—_____.

Restitution. If no restitution amount is set upon entry of this PDA, any restitution amount claimed shall be reserved for determination at a later date.

The Defendant agrees to pay the following restitution directly to the Bremerton Municipal Court Clerk’s Office and the clerk shall disburse the funds to the name(s) and address(es) in the amount(s) shown below. Payment shall be made within 60 days from today’s date unless otherwise noted.

Amount	Name	Address
		C/O Bremerton Municipal Court

\$ _____ **Total**

Other. _____

Other. _____

7. **Defendant's Promise to Fully Satisfy Conditions.** The Defendant understands and agrees that he or 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 shall constitute a material violation of this Agreement. The Defendant specifically agrees that substantial compliance with this contract constitutes insufficient performance on the part of the Defendant, and that part, partial or substantial performance does not entitle the Defendant to the benefit of his or her bargain under this Agreement.

The Defendant also understands and agrees that any allegation by the Prosecution that the Defendant has violated this Agreement will result in a hearing by this Court to determine whether a violation has been proven, and that the Prosecution will not be required to comply with its obligations in the section entitled "Prosecution's Agreement" until this Court has determined that the Defendant did not violate this Agreement and that the Defendant is in full compliance with this Agreement.

PROSECUTION'S AGREEMENT

DISMISSAL OF CHARGE(S)

If the Defendant successfully complies with the promises he or she has made herein, the Prosecution agrees to move to dismiss with prejudice the charge(s) of _____ at a hearing to be scheduled **not before two years** following entry of this Agreement.

WAIVER OF PRESENCE FOR DISMISSAL HEARING

If I am in full compliance with the terms of the Pre Trial Diversion Agreement, I hereby waive my right to be present at the final dismissal hearing. I understand it is my responsibility to file all compliance documents and to ensure whether my presence is necessary by contacting my attorney and the Clerk's office. _____ (defendant's initials).

AMENDMENT OF DUI TO RECKLESS DRIVING

If the Defendant successfully complies with the promises he or she has made herein, the Prosecution agrees to move to amend the charge of Driving Under the Influence to Reckless Driving, RCW 46.61.500, and the Defendant agrees to the Court's entry of a guilty finding to Reckless Driving at a hearing to be scheduled **not before two years** following entry of this Agreement. Reckless Driving has a maximum penalty of 364 days in jail and/or a \$5,000 fine, plus costs and assessments. The Prosecution will make the following sentencing recommendations to the Judge on the Reckless Driving charge--

0 days of jail
\$43 mandatory fine
No probation

AMENDMENT OF DUI TO FIRST DEGREE NEGLIGENT DRIVING

If the Defendant successfully complies with the promises he or she has made herein, the Prosecution agrees to move to amend the charge of Driving Under the Influence to Negligent Driving in the First Degree, RCW 46.61.5249, and the Defendant agrees to the Court's entry of a guilty finding to Negligent Driving in the First Degree at a hearing to be scheduled **not before two years** following entry of this Agreement. Negligent Driving in the First Degree has a maximum penalty of 90 days in jail and/or a \$1,000 fine, plus costs and assessments. The Prosecution will make the following sentencing recommendations to the Judge on the Negligent Driving in the First Degree charge—

0 days of jail

\$43 mandatory fine

No probation

- The defendant agrees to entry of a finding of guilty to **Reckless Driving** pursuant to *In re Personal Restraint of Barr*, 102 Wn.2d. 265-71, 684 P.2d 712 (1984).
- The defendant agrees to entry of a finding of guilty to **Negligent Driving in the First Degree** pursuant to *In re Personal Restraint of Barr*, 102 Wn.2d. 265-71, 684 P.2d 712 (1984).
- Notice regarding conviction on Reckless Driving.** A person convicted of Reckless Driving will have their driver's license suspended for 30 days by the Department of Licensing. A person convicted of Reckless Driving who has any prior offense within seven years must install an ignition interlock device for six months if the original charge was filed as a DUI. A person convicted of Reckless Driving, whether or not the person has any prior offenses, must install an ignition interlock device for six months if the original charge was filed as a vehicular assault based on a DUI or a Vehicular Homicide based on DUI.
- Notice regarding conviction on Negligent Driving in the First Degree.** A person convicted of Negligent Driving in the First Degree on or after July 22, 2011 must install an ignition interlock device for six months on all vehicles operated by the person if the person has any prior offense within seven years.

WAIVER OF PRESENCE

(RECKLESS DRIVING)

If I am in full compliance with the terms of the Pre Trial Diversion Agreement, and if the charge is to be amended to Reckless Driving, I hereby waive my right to be present at the final disposition/sentencing to the lesser offense of Reckless Driving. I understand and agree that that this court will enter a conviction for Reckless Driving. I also understand that the judge can impose any sentence up to the maximum authorized by law regardless of the sentencing recommendations of the prosecuting authority. _____
(defendant's initials).

WAIVER OF PRESENCE

(NEGLIGENT DRIVING IN THE FIRST DEGREE)

If I am in full compliance with the terms of the Pre Trial Diversion Agreement, and if the charge is to be amended to Negligent Driving in the First Degree, I hereby waive my right to be present at the final disposition/sentencing to the lesser offense of Negligent Driving in the First Degree. I understand and agree that that this court will enter a conviction for Negligent Driving in the First Degree. I also understand that the judge can impose any sentence up to the maximum authorized by law regardless of the sentencing recommendations of the prosecuting authority. _____ (defendant's initials).

**THE JUDGE DOES NOT HAVE TO FOLLOW ANYONE’S RECOMMENDATION AS TO SENTENCE. THE JUDGE
CAN GIVE THE DEFENDANT ANY SENTENCE UP TO THE MAXIMUM AUTHORIZED BY LAW NO MATTER
WHAT THE PROSECUTING AUTHORITY OR ANYONE ELSE RECOMMENDS.**

PROCEDURE ON ALLEGED VIOLATION OF AGREEMENT

The Defendant and Prosecution agree that the prompt resolution of a party’s allegation of violation of this Agreement by the other party is desirable. Accordingly, the parties request this Court to set a hearing date within approximately 30 days of any party’s violation allegation so that this Court can 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). If the City moves to revoke a pretrial diversion agreement due to alleged violation(s) of the pretrial diversion agreement, the Defendant understands the trial court must hold a hearing to determine whether, by preponderance of the evidence, the defendant violated the agreement. *State v. Marino*, 100 Wn.2d 719, 725 (1984).

The Defendant understands and stipulates that the rules of evidence (other than with respect to privileges, the rape shield statute and ER 412) do not apply to violation hearings pursuant to ER 1101(c)(3). The Defendant understands and stipulates that live testimony is not required to prove a violation. The Defendant understands and stipulates that alleged violation(s) may be proven in a variety of ways, including but not limited to: police reports, treatment reports, urinalysis lab reports, toxicology reports, videos, photos, and witness statements. The Defendant waives objection to the admissibility of evidence introduced by the City at future violation hearings. However, the Defendant retains the right to introduce evidence regarding alleged violations and to argue against the sufficiency of the evidence presented by the City.

The Defendant understands that if the Court determines the Defendant has breached the agreement, the Court will then review the reasonableness of the City’s decision to revoke. *Marino*, 100 Wn.2d at 725. The Defendant understands that in reviewing the City’s motion to revoke a pretrial diversion agreement, both the trial court and the appellate court owe “a degree of deference to the prosecutor’s reasons for termination.” *State v. Kessler*, 75 Wn.App. 634, 639 (1994).

Upon the Court’s finding that the Defendant has breached the agreement and the City’s decision to terminate was reasonable, the Defendant understands the Court shall conduct a bench trial to determine the defendant’s guilt on the charge(s). Such determination of guilt shall be made according to the standard of proof beyond a reasonable doubt. The Defendant stipulates and agrees the Court shall decide whether the Defendant is guilty of the charge(s) based solely on the evidence submitted by the City at the bench trial. Defendant stipulates that all documents, reports, test results, statements, photographs, videos and any other evidence submitted shall be deemed admissible for the purposes of such trial. If the Court finds the Defendant guilty of the listed charge(s), the Defendant understands the Court may impose any sentence up to the maximum penalty along with any treatment or other conditions the court deems necessary.

DATED this _____ day of _____, _____.

Note to Defendant—This Agreement is a contract between you and the Bremerton City Prosecutor’s Office. In order to receive the benefit of the contract (dismissal or amending your current charge to a lesser charge), you must comply with all terms of this Agreement. If you fail to satisfy any of these requirements, you can be found guilty without a trial by jury.

DEFENDANT

Defendant address:

Defendant phone:

Email: _____

PRESENTED BY—

APPROVED FOR ENTRY—

- Amanda Harvey, WSBA No. 33074
- Gary Hersey, WSBA No. 49324
City Prosecutor

_____, WSBA No. _____
Attorney for Defendant

The foregoing pretrial diversion agreement was signed by the defendant in the presence of the defendant’s lawyer (if represented). The defendant asserted that (check the appropriate box):

- [] (a) The defendant had previously read the pretrial diversion agreement; or
- [] (b) The defendant’s lawyer had previously read the pretrial diversion agreement to the defendant; or
- [] (c) An interpreter had previously read the entire pretrial diversion agreement above to the defendant and that the defendant understood it in full.

Interpreter 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 translated 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) _____, (state) _____, on (date) _____.

Interpreter

Print Name