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**IN THE DISTRICT COURT OF WASHINGTON  
LOWER KITTITAS COUNTY**

**CITY OF ELLENSBURG,** )  
 **STATE OF WASHINGTON,** )  
Plaintiff, )  
vs. )  
\_\_\_\_\_, )  
**DOB:** \_\_\_\_\_ )  
Defendant. )

Case No. \_\_\_\_\_

**STIPULATION AND ORDER FOR STAY  
OF PROCEEDINGS (SOP)**

**Clerk’s Action Required**

THIS MATTER comes before this Court on the joint motion of  Deputy Prosecuting Attorney  Attorney for the City of Ellensburg \_\_\_\_\_ and the defendant, \_\_\_\_\_, represented by \_\_\_\_\_ his/her attorney.

The defendant is charged with the crime(s) of:

Count 1 – \_\_\_\_\_. The maximum penalty is \_\_\_\_\_ days imprisonment and/or a \$\_\_\_\_\_ fine.

Count 2 – \_\_\_\_\_. The maximum penalty is \_\_\_\_\_ days imprisonment and/or a \$\_\_\_\_\_ fine.

To resolve this matter, the parties stipulate and agree to a stay of proceedings (“SOP”) for a period of \_\_\_\_\_ months, on the following terms and conditions:

1. The defendant shall maintain good and lawful behavior during the term of the SOP. The defendant agrees not to commit any criminal law violations. The defendant agrees not to commit any alcohol or drug related infractions. The defendant agrees that if any of the following occur during the term of this SOP, it will constitute a violation of this provision

1 of the agreement: a) he/she is convicted of a criminal offense; b) he/she enters a stay of  
2 proceedings (SOP), stipulated order of continuance (SOC), continuance for dismissal  
3 (CFD), deferred sentence, or similar deferral to resolve a criminal charge; c) he/she  
4 petitions a court for a deferred prosecution of a criminal charge; d) a court makes a finding  
5 of committed for an infraction involving controlled substances or alcohol; or e) the court  
6 is reasonably satisfied that the defendant committed a violation of criminal law. The  
7 defendant agrees that a “conviction” is not required to find this provision of the agreement has  
8 been violated.

9 2. The defendant agrees to comply with the requirements below and ensure approval from the  
10 Kittitas County Misdemeanant Probation Office (“Probation”). The defendant agrees that  
11 failure to comply with these terms will constitute a violation of this provision of the  
12 agreement:

13  Complete \_\_\_\_\_ hours of approved community service and provide written proof of  
14 completion to Probation within \_\_\_\_\_ days of entry of this SOP.

15  Maintain contact with Probation as directed by Probation.

16  Provide to Probation within \_\_\_\_\_ days of entry of this SOP, written proof of completing an  
17 approved:  DUI victim’s panel;  Theft Recovery Class;  4 hour/8 hour Defensive  
18 Driving Class;  8-hour Alcohol/Drug Information School (ADIS);  Anger Management  
19 program.

20  Abstain from possession and consumption of alcohol, cannabis, and all other illegal non-  
21 prescribed drugs as well as Kratom or similar mind-altering extracts and/or any toxic  
22 inhalants  and submit to urinalysis or other testing as directed by Probation.

23  Stay away from: \_\_\_\_\_

24  Comply with all court orders prohibiting contact with \_\_\_\_\_

25 **If one is not currently in place, a new order shall be entered.**

26  Complete an approved Domestic Violence (“DV”) Moral Reconciliation Therapy (“MRT”)  
27 course (if eligible, as determined by Probation) and provide written proof of completion to  
28 Probation within **210** days of entry of this SOP. The defendant shall meet with Probation  
29 within **7** days to determine eligibility for DV MRT. If the defendant is ineligible for the  
DV MRT program, then he/she shall obtain a Washington State-certified DV evaluation  
and provide a copy of said report of evaluation to Probation within **30** days of meeting with  
Probation.

Obtain the following evaluation(s) and provide proof of such evaluation(s) to Probation  
within **30** days of entry of this SOP:

Alcohol/Drug  Domestic Violence  Mental Health

Other: \_\_\_\_\_

If the evaluating agency recommends that the defendant obtain treatment or other services,  
the defendant shall fully comply with the agency’s recommendations and start any  
recommended classes or treatment within **45** days of entry of this SOP. To ensure  
compliance with the treatment agency’s recommendations, the defendant shall execute a  
release of protected health and treatment information, which authorizes the release of

1 protected information to the Prosecuting Authority, Probation, the Court, and his/her  
2 defense attorney.

- 3  If a mental health evaluation identifies other issues including chemical dependency, anger  
4 management, and/or domestic violence that the Mental Health Professional (“MHP”)  
5 directs be treated first before addressing and treating the identified mental health conditions,  
6 the defendant agrees to enter and successfully complete any and all recommended  
7 treatment.
- 8  The parties agree that treatment for mental health conditions may last beyond the expiration  
9 of this agreement. If this is the case, the parties agree that the defendant will not be in  
10 violation if he/she is regularly and faithfully attending at least 80% of all required meetings  
11 and meeting milestones as directed by his/her MHP.
- 12  If the report of an alcohol/drug evaluation recommends no treatment, then the defendant  
13 shall complete an approved alcohol/drug information school (ADIS) as a minimum  
14 requirement and provide written proof of completion to Probation within 90 days of entry  
15 of this SOP.
- 16  Other: \_\_\_\_\_

- 17 3. Probation shall monitor the defendant’s compliance with the conditions of this order. Probation  
18 shall:  Actively monitor the defendant.  Complete \_\_\_\_\_ record checks.  
19  The defendant shall immediately report to Probation and continue to report as directed.  
20  Probation may terminate active monitoring of the defendant’s supervision at their discretion  
21 if all conditions are completed. At which point, supervision shall revert to record-check only,  
22 with one check every six months at a fee of \$180 per record-check.

- 23 4. The defendant shall pay to the court, the following legal financial obligations (LFO’s)  
24 according to his/her ability to pay, to be distributed as follows:  
25  Active Probation monitoring fees of \$60 month  Probation record check fee of \$180 for  
26 each record check  
27  Restitution paid within 90 days of entry of this agreement in the amount of \$ \_\_\_\_\_  
28 payable to: \_\_\_\_\_

29 The defendant agrees that he/she will pay costs as assessed by the Court, including but not  
limited to:  \$150 court cost fee,  \$ \_\_\_\_\_ warrant fee(s), and/or  \$ \_\_\_\_\_ court-appointed  
attorney reimbursement fees if applicable. Time payments are authorized.

To avoid duplicate assessment of costs, the court may combine LFO’s with case \_\_\_\_\_.

Payment is due and payable in full within 60 days of entry of this agreement or the defendant  
must enter into a time payment agreement within 60 days. A time-payment agreement will  
result in some additional fees. If defendant fails to timely comply with the time-payment  
agreement (or does not enter into a time-payment agreement and fails to pay in full within 60  
days) the delinquent amount due may be turned over for collection. If it is turned over for  
collection, additional fees, costs, and interest may be added. It is a condition of this agreement  
that defendant pay in full all LFO’s and any applicable additional fees, costs, and interest prior

1 to the end of the period of this SOP. The defendant agrees that failure to comply with these  
2 terms will constitute a violation of this provision of the agreement.

3 The parties agree that in the event the defendant fails to make payments as listed above and is  
4 delinquent by fifteen (15) days or more, Probation, the court, and/or the City have the authority  
5 to send such delinquent amounts to a collection agency for collection of said sums. Both parties  
6 agree that this authority exists whether or not the plaintiff chooses to have the matter set for  
7 review and stipulated trial. The defendant specifically waives any objection to such collection  
8 action, regardless of whether or not the defendant is found guilty after a stipulated trial. The  
9 defendant agrees that this document, along with any time payment agreement signed by the  
10 defendant, constitute a judgment for the amounts assessed by the court.

11 5. The defendant hereby waives his/her right to a trial within 90 days of arraignment and agrees  
12 to a trial date of no later than 90 days from the end date of this SOP. **The new speedy trial  
13 expiration date is:** \_\_\_\_\_. However, if the defendant: a) is charged with a  
14 crime during the term of this SOP, for which the plaintiff elects not to pursue revocation of this  
15 agreement until the new matter is resolved; and/or b) has failed to comply with payment of all  
16 LFO's as enumerated in paragraph 4 above, for which the plaintiff elects not to pursue  
17 revocation of this agreement until all LFO's are paid-in-full; the defendant agrees that the terms  
18 and conditions of this agreement will be extended accordingly and agrees to a trial date no later  
19 than 90 days after resolution of the subsequently charged criminal offense and/or resolution of  
20 all LFO's.

21 6. By entering into this agreement, the defendant understands and agrees to waive the following  
22 constitutional rights:

- 23 a. Right to a trial by jury.
- 24 b. Right to a speedy trial.
- 25 c. Right to confront and cross examine the witnesses against him/her.
- 26 d. Right to testify on his/her own behalf.
- 27 e. Right to present evidence on his/her behalf.
- 28 f. Right to call witnesses on his/her own behalf and at no expense to the defendant.
- 29 g. Right to present evidence on any and all affirmative defenses to the commission of the  
crime(s) filed against him/her.
- h. Right to a hearing to determine the validity of his/her arrest and any search or seizure in this  
case.
- i. Right to a hearing to determine the admissibility of any evidence, including statements  
made by him/her, in this case.

30 7. The Plaintiff agrees to:

31  Upon entry of this agreement, the Plaintiff will recommend the No Contact Order be  
32 extinguished.

33 At the end of the \_\_\_\_\_-month period, if defendant is in full compliance with all the conditions  
34 listed in this agreement:

35  Move the court to dismiss with prejudice, \_\_\_\_\_.

1            Move the court to amend Count \_\_\_\_\_ to \_\_\_\_\_, to  
2           which the defendant shall:  Plead guilty;  Pay a penalty of \$\_\_\_\_;  Other:

3           \_\_\_\_\_.  
4            If a guilty plea is entered to the amended charge, the parties agree to the following  
5           sentencing recommendation: \_\_\_\_\_.

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8. The plaintiff may request a hearing to revoke this agreement upon notice that the defendant has failed to comply with any term in this agreement. At the revocation hearing, the court will determine a) whether the defendant's failure to comply is a violation of this agreement and if so, b) whether the violation is a material breach. The defendant agrees that at the revocation hearing, the plaintiff will be allowed to prove the allegations through the admission of police reports (which may include photographs and/or video) and/or sworn statements without live testimony. The defendant stipulates to the admissibility of the following at revocation hearing: police reports, probation reports, lab reports, and/or witness statements; subject to the court making a finding that the preceding records are demonstrably reliable. A court determination that the defendant has violated this agreement, and that the violation is a material breach will result in the plaintiff's option to request to revoke this agreement.

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9. If this agreement is revoked, the defendant agrees and stipulates that this case will be resolved by a trial on the record to the court without a jury (i.e. stipulated bench trial). The defendant agrees and stipulates that at the sole discretion of the prosecutor, any and all police reports and other documents or recordings pertaining to the present matter are admissible including any statements the defendant made to investigative agencies. The defendant further stipulates and agrees that all facts contained in the admitted evidence is a sufficient factual basis to convict on the present charge(s). The defendant agrees that he/she cannot present any evidence in any form at the stipulated bench trial and that the judge will review the police reports and/or other recordings submitted and, based upon that evidence alone, the judge will determine guilt or innocence.

20            Furthermore, the defendant agrees and stipulates:

21            The substance in his/her possession was: \_\_\_\_\_

22            \_\_\_\_\_

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10. The parties agree that if this agreement is revoked and the defendant is found guilty at a stipulated bench trial, that there is no agreed sentencing recommendation, and that the judge can impose any sentence up to the maximum, no matter what the plaintiff or the defense recommends. The defendant further understands that if he/she is not a citizen of the United States, a finding of guilt to an offense punishable as a crime under state law could be grounds for deportation, exclusion from admission to the United States, or denial of naturalization pursuant to the laws of the United States.

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11. In the event that one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

1 hereof, and the remainder of the provisions of this agreement shall continue in full force and  
2 effect without impairment.

3 12. The defendant understands and agrees that this document constitutes an agreement between the  
4 plaintiff and the defendant pertaining to the resolution of the above criminal charge(s). The  
5 defendant agrees he/she has received valuable consideration in this agreement for the  
6 prosecutor's agreement to allow the defendant the opportunity to have this charge dismissed if  
7 he/she complies with the terms herein. The defendant further understands that he/she is  
8 obligated to fully and strictly comply with all conditions set forth in this agreement. The  
9 defendant has read this agreement and if applicable, his/her attorney has fully explained and  
10 discussed each of the above paragraphs to him/her. The defendant agrees he/she has entered  
11 this agreement freely and voluntarily and that no one has threatened or promised anything other  
12 than what is contained in this document.

11 \_\_\_\_\_  
Date

11 \_\_\_\_\_  
Defendant  
12 Print Name:

14 \_\_\_\_\_  
Prosecuting Authority, WSBA #

14 \_\_\_\_\_  
Attorney for Defendant, WSBA #

16 **ORDER.**

17 The Court finds that the defendant has knowingly, intelligently, and voluntarily entered into  
18 this agreement with full understanding of the rights he/she has waived; the consequences for violating  
19 this agreement; the potential immigration ramifications, if applicable; the obligations with which  
20 he/she must comply; and an ability to pay the legal financial obligations set forth herein. It is hereby  
21 ordered that this matter be continued for \_\_\_\_ months, under the terms and conditions contained in  
the above stipulation;  whereupon the defendant shall appear for a final review hearing on  
\_\_\_\_\_, unless called to court earlier.

22 Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

25 \_\_\_\_\_  
Judge / Court Commissioner

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**INTERPRETER'S DECLARATION.**

I am a certified interpreter or have been found otherwise qualified by the court to interpret in the \_\_\_\_\_ language, which the defendant understands, and I have translated this Stipulation and Order for Stay of Proceedings for the defendant from English into that language. The defendant has acknowledged his or her understanding of both the translation and the subject matter of this document. I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Signed at Ellensburg, Washington on: \_\_\_\_/\_\_\_\_/\_\_\_\_ \_\_\_\_\_  
Certified Court Interpreter