

CAUSE NO. _____

THE STATE OF TEXAS

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§
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§
§

IN THE _____

Vs.

IN AND FOR

KAUFMAN COUNTY, TEXAS

KAUFMAN COUNTY PRETRIAL DIVERSION PROGRAM AGREEMENT

DEFENDANT’S AGREEMENT

I, _____, (defendant) have received the following information from the Kaufman County Criminal District Attorney’s Office before entry into the Pretrial Diversion Program (“PTD Program”). I understand that if I am accepted into the PTD Program, I will be supervised by the Kaufman County Pretrial Bond Supervision Department (“PBSD”) for up to one year for a misdemeanor offense and up to 18 months for a felony offense. During the period of supervision, I must abide by all conditions established by the Kaufman County prosecutor at the time of my admission into the PTD Program, as well as conditions assessed by the PBSD. By signing below, I acknowledge that I have discussed this information with my attorney and that I understand the following information:

1. I am charged with the offense of _____.
2. Prior to being admitted to the PTD Program, I have the right to refuse participation in the PTD Program and instead to have this offense prosecuted.
3. I have been counseled by my attorney regarding the penalty range for this offense.
4. If I am admitted to the PTD Program, I must remain in the PTD Program until I successfully complete the PTD Program, or I am unsuccessfully discharged from the PTD Program by the PBSD Officer and the Kaufman County Criminal District Attorney’s Office. By agreeing to participate in the PTD Program, I waive any right to voluntarily withdraw from the PTD Program.
5. If I am unsuccessfully discharged from the PTD Program, or otherwise fail to successfully complete the PTD Program, my case will be prosecuted, and my sworn Stipulation of Evidence can and will be used against me at a subsequent hearing and/or trial. I understand that termination from the PTD Program is in the sole discretion of the prosecutor.
6. In the event that this Agreement is breached by either party, the sole and exclusive remedy shall be that the State of Texas, through its Criminal District Attorney, shall have the right to prosecute me fully for the offense or offenses set out above, because I have executed a waiver of my right to a speedy trial and a waiver of any statute of limitations.
7. I understand that this is a Pretrial Diversion Program providing me with the opportunity to avoid a criminal conviction. Successful completion of the PTD Program will result in dismissal of my case without prosecution by the Kaufman County Criminal District Attorney’s Office.
8. I agree to pay the **\$350** program fee for felony offenses or **\$250** program fee for misdemeanor offenses to the Kaufman County Criminal District Attorney’s Office, which must be paid in full before beginning the PTD Program. I understand that if the Kaufman County Indigent

Defense Coordinator has determined me to be indigent, the program fee may be reduced or waived. In addition, I agree to pay the PBSO a supervision fee of **\$50.00** per month while in the PTD Program. This PBSO fee may be reduced or waived, if deemed appropriate. I agree to pay all restitution as determined by the prosecutor; said amount of restitution must be paid in full before admittance into the PTD Program, unless otherwise stated in this Agreement.

9. I have been counseled by my attorney and **waive any of the following rights** I may have in order to participate in the PTD Program:
 - a. If this case is a felony, my **right to have this case presented to a grand jury** and to be prosecuted by a grand jury indictment, and I agree that the case may proceed, if it is prosecuted, upon accusation by information;
 - b. Any right I have under Texas Code of Criminal Procedure Article 32.01, statute of limitations, or any other law regarding the presentment of this case to the grand jury **within any prescribed time limit**;
 - c. Any right I may have under the U.S. Constitution or Texas Constitution to a **speedy trial**, and any right I may have **to proceed to trial** of this case during my participation in the PTD Program;
 - d. Any right to **confidentiality of drug or mental health treatment records and information** for use by the Court, the prosecutor, the PTD Program Community Partners, the PBSO, and my attorney, for the purpose of determining my progress and participation in the PTD Program;
 - e. I agree that the results of any drug test may be used in determining any sanction against me, up to and including an unsuccessful discharge from the PTD Program. I waive any right to **confront and cross-examine any witnesses** concerning results of any confirmed drug test.

10. I agree to the following mandatory conditions of supervision for a term of _____ year / months:
 - a. Commit no further criminal violations;
 - b. Report to the PBSO as directed;
 - c. Report any change in address or change of employment to the PBSO Officer within 48 hours;
 - d. Truthfully answer all questions asked by PBSO Officers;
 - e. Report to the PBSO Officer all contact with police/law enforcement within 24 hours;
 - f. Abstain from the use of marijuana, dangerous drugs, or any substance prohibited by the Texas Controlled Substances Act;
 - g. Remain within Kaufman County (and contiguous counties) unless permitted to depart by the PBSO Officer;
 - h. Pay a (\$350.00 Felony/ \$250.00 Misdemeanor) PTD Program fee to the Kaufman County Criminal District Attorney's Office before beginning the PTD Program, unless reduced or waived in accordance with this Agreement;
 - i. Pay \$50 per month as a supervision fee to the PBSO, unless reduced or waived in accordance with this Agreement;
 - j. Maintain steady, full-time employment (part-time with approval) insofar as possible; if a student, then remain in school;
 - k. Perform a total of _____ Community Service hours at a rate of no less than 10 hours per month, unless approved otherwise and/or directed by the PBSO Officer;

- l. Submit to breath, blood, and/or urine specimen collection for testing of the use of alcohol and/or illicit substances as directed by the PBSO Officer and pay for all testing;
 - m. Drive only with a valid Driver License or valid Occupational Driver License and at all times with Liability Insurance;
 - n. Submit to any screening, assessment, and/or evaluation as directed by the PBSO within 45 days of entry into this Agreement.
11. I agree to the following additional / special conditions of supervision:
- Pay financial restitution to the victim(s) of this offense, in the amount of \$ _____, to be paid:
 - In full at the time of my admittance into the PTD Program, or
 - In installments, at a rate approved by the PBSO Officer, so that the full amount of restitution shall be paid before I am terminated from the PTD Program;
 - Enroll in, pay for, and successfully complete the following program(s), as directed by the PBSO:
 - Drug Offender Education Program
 - Anger Management Education
 - Anger Management Counseling
 - Domestic Violence Victim Class(es)
 - Life Skills Class(es)
 - Anti-Theft Class(es)
 - Parenting Class(es)
 - Counseling Services: _____
 - Substance Abuse Evaluation within 45 days and follow all recommendations
 - Veterans Court
 - Mental Health Evaluation within 30 days and follow all recommendations
 - _____
 - No weapons possession;
 - No alcohol use;
 - Make a one-time charitable donation of \$ _____ to the following nonprofit organization _____.
 - Write a letter of apology to the victim(s) of this offense and deliver it to the PBSO Officer within 30 days.
12. I agree that other conditions may be assessed, as deemed necessary by the PBSO.
13. Should there be a violation of this Agreement during the PTD Program term, I agree to appear in Court on written notice.
14. I consent to communication between the PBSO and the PTD Program's Community Partners, and other potential mentors or employers. With this consent, I understand that the Kaufman County Criminal District Attorney's Office and our Community Partners shall provide each other with the necessary information (progress reports, assessment information, case information, etc.) to ensure compliance with the terms, conditions, and contract items of the PTD Program. This authorization will be in force throughout my participation in the PTD Program.

15. If I am unsuccessfully discharged from the PTD Program and further prosecution results, there will be no refund or credit for any fees paid, community service hours performed, or programs attended.
16. I understand that the Kaufman County Criminal District Attorney's Office agrees that, upon my successful completion of the PTD Program and compliance with all the conditions set forth above, the prosecutor will reject or file to dismiss the charge or charges detailed in this Agreement.
17. I will call the PBSO at (469)-376-4107 within 72 hours of entry into this Agreement to set up my intake appointment with the PBSO Officer.

I hereby WAIVE, RELEASE, forever DISCHARGE, and HOLD HARMLESS the State of Texas, County of Kaufman, any and all complaining witnesses, participating or affiliated agencies, offices, departments and their respective agents, employees, officers, and representatives, as well as, each of their respective heirs, successors, executors, administrators, and assigns from any and all claims of any kind or nature whatsoever, CIVIL or CRIMINAL, whether in law or in equity as a result of either NEGLIGENCE or RECKLESSNESS, arising out of my arrest, participation in, or termination from the Pretrial Diversion Program.

I acknowledge that I have received a copy of this Agreement and fully understand the same. I acknowledge that the foregoing conditions of supervision have been explained to me in full by my attorney. I understand all the waivers and conditions included in this Agreement. By my signature below, I voluntarily enter into this Agreement and agree to participate in the PTD Program, and I agree to all terms contained in this document.

_____	_____	_____
Defendant's Printed Name	Defendant's Signature	Date

APPROVAL BY DEFENDANT'S ATTORNEY

In representing the defendant, I have read this Agreement and have also explained it to the defendant. I have further explained to the defendant the consequences of entering into this Agreement. The defendant is competent and fully understands the conditions set forth for the PTD Program. I join in the waivers and Agreement set forth above.

_____	_____	_____
Defense Attorney's Printed Name	Defense Attorney's Signature	Date

PROSECUTOR'S AGREEMENT

If the defendant follows the terms of this Agreement and the rules of the PBSO, the State of Texas will reject or move to dismiss this case.

_____	_____	_____
Attorney for State's Printed Name	Attorney for State's Signature	Date