CAUSE NO. _____

STATE OF TEXAS	§	IN THE DISTRICT COURT
	§	
	§	
V.	§	_____ JUDICIAL DISTRICT
	§	
	§	
_____	§	BRAZORIA COUNTY, TEXAS

BRAZORIA COUNTY PRE-TRIAL DIVERSION PROGRAM AGREEMENT

Defendant _____ ("Defendant") and the Brazoria County Criminal District Attorney's Office, acting on behalf of the State of Texas, (the "D.A.'s Office") enter into this Brazoria County Pre-Trial Diversion Program Agreement (the "Agreement"), which shall establish the terms and conditions of Defendant's participation in the Brazoria County Pre-Trial Diversion Program (the "PTD Program"). Defendant agrees and acknowledges that this Agreement is made subject to, and is expressly accepted by the D.A.'s Office subject to, all of the covenants herein and hereby made by Defendant.

I.
GENERAL PROVISIONS

1.01 Defendant agrees and acknowledges that Defendant's acceptance in the PTD Program is at the D.A.'s Office's sole, exclusive, and unreviewable discretion.

1.02 Defendant agrees and acknowledges that, if admitted, Defendant must remain in the PTD Program until Defendant successfully completes the PTD Program or Defendant is unsuccessfully discharged from the PTD Program. By entering into this Agreement and agreeing to participate in the PTD Program, Defendant hereby waives any right to voluntarily withdraw from the PTD Program.

1.03 Defendant agrees and acknowledges that any determination made regarding non-compliance or violation of the terms and conditions of this Agreement and/or any directive or requirement of the PTD Program shall be made at the D.A.'s Office's sole and exclusive discretion and shall not be subject to judicial or administrative review.

1.04 Defendant agrees and acknowledges that the D.A.'s Office may unsuccessfully discharge Defendant from the PTD Program for any reason at any time. Defendant agrees and acknowledges that any determination to unsuccessfully discharge Defendant from the PTD Program shall be made at the sole and exclusive discretion of the D.A.'s Office and shall not be subject to judicial or administrative review.

1.05 Defendant agrees and acknowledges that Defendant's decision to participate in the PTD Program and Defendant's enrollment in the PTD Program is made knowingly,

voluntarily, and willingly. Defendant further agrees and acknowledges that Defendant has been provided sufficient time to read, understand, and consent to this Agreement and all PTD Program rules and conditions. Defendant further agrees and acknowledges that, if represented by counsel, Defendant has been provided the opportunity to discuss this Agreement and all PTD Program rules and conditions with Defendant's counsel.

II.
CRIMINAL OFFENSE AND PTD PROGRAM

2.01 Defendant acknowledges that Defendant is charged with committing the following criminal offense: _____ _____ (the "Criminal Offense").

2.02 Defendant agrees and acknowledges that Defendant has been provided an opportunity to discuss with Defendant's counsel all relevant aspects of the Criminal Offense, including the penalty range. If Defendant is not represented by counsel, Defendant agrees and acknowledges that Defendant is aware of all relevant aspects of the Criminal Offense, including the penalty range.

2.03 Defendant agrees and acknowledges that, if admitted to the PTD Program, Defendant will be supervised by the Brazoria County Community Supervision and Corrections Department ("CSCD") for the following period of time: _____. Defendant agrees and acknowledges that Defendant may be required to continue participating in the PTD Program beyond the above period of time if deemed necessary and appropriate to ensure compliance with PTD Program requirements, and such a determination shall be made at the sole and exclusive discretion of the D.A.'s Office and shall not be subject to judicial or administrative review.

2.04 **Defendant agrees and acknowledges that if Defendant is unsuccessfully discharged from the PTD Program, or otherwise fails to successfully complete the PTD Program for any reason, the Criminal Offense will be fully prosecuted.**

2.05 As consideration for Defendant's participation in the PTD Program, Defendant hereby knowingly, intelligently, and voluntarily waives the following rights, claims, and/or defenses:

A. If the Criminal Offense is a felony offense, Defendant waives the right to have the Criminal Offense presented to a grand jury and to be prosecuted under a grand jury indictment;

B. **The applicable statute of limitations for the Criminal Offense shall be tolled through the duration of Defendant's enrollment in the PTD Program.** Defendant waives any claim or defense related to the prosecution of the Criminal Offense premised upon the statute of limitations, Texas Code of Criminal Procedure chapter 12, or any other applicable law.

C. Defendant waives any right Defendant may have under the United States Constitution or Texas Constitution to a speedy trial and any right to proceed to trial during Defendant's enrollment in the PTD Program; and

D. Defendant waives any right to confidentiality of protected health information and/or drug treatment records and consents to disclosure of such information and records by the Court, the D.A.'s Office, CSCD, and Defendant's counsel for the purpose of evaluating Defendant's progress and compliance in the PTD Program.

2.06 To the extent Defendant is entitled to an expunction of any records, files, or other materials related to the arrest for commission of the Criminal Offense, as a condition of Defendant's participation in the PTD Program, Defendant hereby knowingly, intelligently, and voluntarily waives Defendant's right to any expunction of such records, files, or other materials in the possession or custody of the D.A.'s Office. Defendant agrees and acknowledges that any records, files, or other materials related to the Criminal Offense and Defendant's participation in the PTD Program shall be maintained by the D.A.'s Office, that such records, files, and other materials shall be exempt from Texas Code of Criminal Procedure articles 55.01, 55.03, and 55.04, and that such records may be used by the D.A.'s Office for any purpose.

III.
SUPERVISION

3.01 As consideration for Defendant's admission to the PTD Program, Defendant agrees to the following mandatory conditions of supervision:

A. Defendant shall be supervised by the Pre-Trial Unit of CSCD through the duration of Defendant's participation in the PTD Program;

B. Defendant shall submit to a clinical assessment, an assessment through the Texas Risk Assessment System, and any other test or assessment as directed by CSCD and/or the D.A.'s Office;

C. Defendant shall comply with and complete all programs, services, tests, assessments, and other supervision directives or requirements as determined by CSCD and/or the D.A.'s Office;

D. Defendant shall commit no further criminal violations while participating in the PTD Program; and

E. Defendant shall comply with all orders of the Court.

IV.
FEES, COSTS, AND RESTITUTION

4.01 Defendant agrees to pay a non-refundable application fee of $500.00 upon Defendant's submission of a PTD Program application.

4.02 Defendant agrees to pay any restitution amount as determined by the D.A.'s Office prior to admission to the PTD Program.

4.03 Defendant agrees to pay the following non-refundable fees and costs:

A. A monthly fee of $60.00 for supervision costs to be paid for the duration of Defendant's enrollment in the PTD Program;

B. A fee of $20.00 for each urinalysis test required as part of Defendant's participation in the PTD Program;

C. Any costs for counseling, classes, drug testing, drug treatment, or any other service or program directed or required as part of Defendant's participation in the PTD Program; and

D. If applicable, a "court-appointed attorney fee."

4.04 Defendant agrees and acknowledges the above fees, costs, and other amounts to be paid by Defendant may only be reduced or waived by the D.A.'s Office.

4.05 Defendant agrees and acknowledges that under no circumstance, including, but not limited to, if the Criminal Offense is prosecuted, shall Defendant receive any refund or credit for any fees, costs, or other amounts paid, community service hours performed, or programs attended under this Agreement or as part of Defendant's participation in the PTD Program.

V.
MISCELLANEOUS

5.01 Defendant hereby WAIVES, RELEASES, DICHARGES, and HOLDS HARMLESS the State of Texas, Brazoria County, the Brazoria County Criminal District Attorney's Office, the Brazoria County Community Supervision and Corrections Department, and their officials, officers, employees, representatives, agents, and contractors from any and all claims of any kind or nature, whether in law or in equity, arising out of or related to Defendant's arrest, the Criminal Offense, Defendant's enrollment or participation in the PTD Program, and/or Defendant's discharge from the PTD Program.

5.02 Defendant agrees and consents to the communication and sharing of information pertaining to the Criminal Offense and Defendant's participation in the PTD Program between the D.A.'s Office, CSCD, the Court, and any providers involved in the PTD Program. With this consent, Defendant agrees and consents to the above entities disclosing to each other such information to monitor progress and ensure compliance with the terms, conditions, and requirements of the PTD Program.

5.03 This Agreement and all promises contained in it supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this

Agreement. This Agreement shall not be amended or changed except by a written instrument signed by both parties.

VI.
D.A.'S OFFICE'S AGREEMENT

6.01 The D.A.'s Office agrees that prosecution of the Criminal Offense shall be stayed for the term in which Defendant is enrolled in the PTD Program.

6.02 The D.A.'s Office agrees that, upon Defendant's successful completion of the PTD Program and Defendant's compliance with all the terms and conditions set forth in this Agreement, the State of Texas shall move to dismiss with prejudice the Criminal Offense.

DEFENDANT'S ACKNOWLEDGEMENT

I agree to all terms of this Brazoria County Pre-Trial Diversion Program Agreement. I acknowledge that I have received a copy of this Agreement and the conditions of supervision set out therein, and I fully understand the same. I acknowledge that I fully understand all covenants, waivers, and conditions included in this Agreement. By my signature below, I voluntary enter into this Agreement and agree to participate in the PTD Program in accordance with all terms and conditions of this Agreement and conditions of supervision.

_____	_____	_____
Defendant - Printed Name	Defendant - Signature	Date

DEFENDANT'S ATTORNEY'S ACKNOWLEDGEMENT (if applicable)

In representing Defendant, I have read this Brazoria County Pre-Trial Diversion Program Agreement and have explained the Agreement to Defendant. I have counseled Defendant on the nature and consequences of entering into this Agreement. Defendant is competent and understands all terms and conditions of this Agreement.

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

STATE'S ACKNOWLEDGMENT

On behalf of the State of Texas, the below Assistant District Attorney agrees and acknowledges that the State of Texas will move to dismiss the criminal offense charge made the basis of this Agreement if Defendant successfully completes the PTD Program and complies with all terms and conditions of this Agreement and all rules and conditions of supervision.

_____	_____	_____
Assistant District Attorney - Printed Name	Assistant District Attorney - Signature	Date