

CAUSE NO. _____

THE STATE OF TEXAS

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IN THE COUNTY COURT

VS.

AT LAW _____

COLLIN COUNTY, TEXAS

**COLLIN COUNTY DISTRICT ATTORNEY DIVERSION PROGRAM
MISDEMEANOR AGREEMENT**

DEFENDANT'S AGREEMENT

I, _____, (Defendant) have received the following information from the Collin County District Attorney before entry into the Collin County Diversion Program. I also understand that if I am accepted into the Diversion Program, I will be supervised by the Collin County Community Supervision and Corrections Department ("CSCD") for up to one year for a misdemeanor offense and up to two years for a felony offense. During the period of supervision, I must abide by all reasonable conditions set by the Collin County Diversion Prosecutor and the Supervision Officer. By signing below, I acknowledge that I have discussed this information with my attorney and that I understand this information:

1. I am charged with the offense of _____.
2. Prior to being admitted to the Diversion Program, I have the right to refuse participation in the program and 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 Diversion Program, I must remain in the program until I successfully complete the program or I am terminated by the Diversion Prosecutor. **By agreeing to participate in the Diversion Program, I waive any right to voluntarily withdraw from the program.**
5. If I am terminated from the Diversion Program, or otherwise fail to successfully complete the Diversion Program, my case will be fully prosecuted.
6. Successful completion of the program will result in dismissal of the case against me. I understand that, **following the dismissal, I may file a petition to have all records and files relating to my arrest expunged.**
7. I agree to pay the **\$500.00** District Attorney Diversion Program fee through CSCD, which must be paid in full before admittance into the Diversion Program. I understand that if the court has determined me to be indigent, this \$500 is waived. In addition, I agree to pay the CSCD a supervision fee of **\$55.00** per month for the Diversion Program. This CSCD fee cannot be waived.
8. I agree to pay all restitution as determined by the Diversion Prosecutor; said amount of restitution or property must be paid in full before admittance into the Diversion Program. It is my attorney's responsibility to obtain the correct restitution amount from the trial court prosecutor. I also understand that the final restitution amount will be confirmed in the email notification regarding tentative approval.
9. I have been counseled by my attorney and **waive** any of the following rights I may have in order to participate in the Diversion 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 affidavit and information;
 - b. Any right I have under Texas Code of Criminal Procedure Article 32.01 or any other law regarding the presentment of this case to the grand jury **within any prescribed time limits**;
 - 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 Diversion Program;
 - d. Any right to **confidentiality of drug treatment records** and information for use by the Court, the District Attorney, the Diversion Program Community Partners, CSCD, and my attorney, for the purpose of determining progress and participation in the program;
 - e. I agree results of any drug test may be used in determining any sanction against me, up to and including termination from the 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:
- a. Commit no further criminal violations;
 - b. Report to a Supervision Officer as directed;
 - c. Report any change in address or change of employment to the Supervision Officer within 48 hours;
 - d. Truthfully answer all questions asked by Supervision Officers;
 - e. Report 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. Do not possess any firearms or illegal weapons;
 - h. Remain within the supervising county (and contiguous counties) unless permitted to depart by the Supervision Officer;
 - i. Pay a \$500.00 District Attorney Pre-Trial Fee through CSCD before admittance into the Diversion Program;
 - j. Pay restitution amount in full before admittance into the Diversion Program;
 - k. Pay **\$55.00 per month supervision fee** to CSCD;
 - l. Maintain steady, full-time employment (part-time with approval) insofar as possible; if a student, then remain in school;
 - m. Perform community service work (60 hours for misdemeanor offenses and 100 hours for felony offenses) at a rate of no less than 10 hours per month as approved and directed by the Supervision Officer;
 - n. Submit a non-dilute random urine sample for testing and/or other approved medical tests as directed by your supervision officer and pay \$25 for such testing. If directed by the Supervision Officer, call a designated number daily to determine the days that you shall submit a sample to determine the use of illicit drugs or alcohol;
 - o. Drive only with Valid Driver's License and Liability Insurance or valid Occupational Driver's License.
11. I agree that other conditions may be assessed as deemed necessary by the Supervision Officer.
12. Should there be a violation of this agreement during the community supervision period, the defendant agrees to: a. Appear in court on written notice; b. Enter a plea of no contest or guilty

to the above charge; and c. Accept a punishment by agreement with the prosecution or allow the judge to determine punishment following a contested punishment hearing.

13. I consent to communication between the Collin County District Attorney's Office and the Diversion Program's Community Partners (i.e. Pivot Staffing, One Community, and other potential mentors or employers). With this consent, I understand that the Collin County 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 Diversion Program. This authorization will be in force through the termination of my participation in the Diversion Program, unless revoked by my written notice.
14. I understand that the State of Texas agrees that upon my successful completion of the Diversion Program and compliance with all the conditions set forth above, that the State of Texas will dismiss any charges which have been filed in connection with this offense.

I acknowledge that I have received a copy of this Agreement and the conditions of supervision set out therein 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; and by the signature below, I voluntarily enter into this Agreement.

Defendant's Printed Name

Defendant's Signature

Date

ASSERTIONS OF DEFENDANT'S ATTORNEY

In representing the defendant, I have read this agreement and have also explained it to the defendant. I have also explained to the defendant the nature and consequences of entering into this agreement. The defendant understands the conditions set forth for the Diversion Program and understands that failure to comply with the conditions will result in prosecution and that anything in this agreement may be used against the defendant later at trial.

Attorney's Printed Name

Attorney's Signature

Date