

CASE NO. _____

STATE OF TEXAS

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COUNTY COURT AT LAW

VS.

NO. 6

FORT BEND COUNTY, TEXAS

AGREEMENT FOR PARTICIPATION IN DWI COURT PRE-TRIAL INTERVENTION

This agreement for participation in a pre-trial intervention program is entered into on this date by _____, the Defendant in the above-styled and numbered case and the Presiding Judge of the DWI Court ("the Court").

The Defendant makes the following representations and agrees to the following terms:

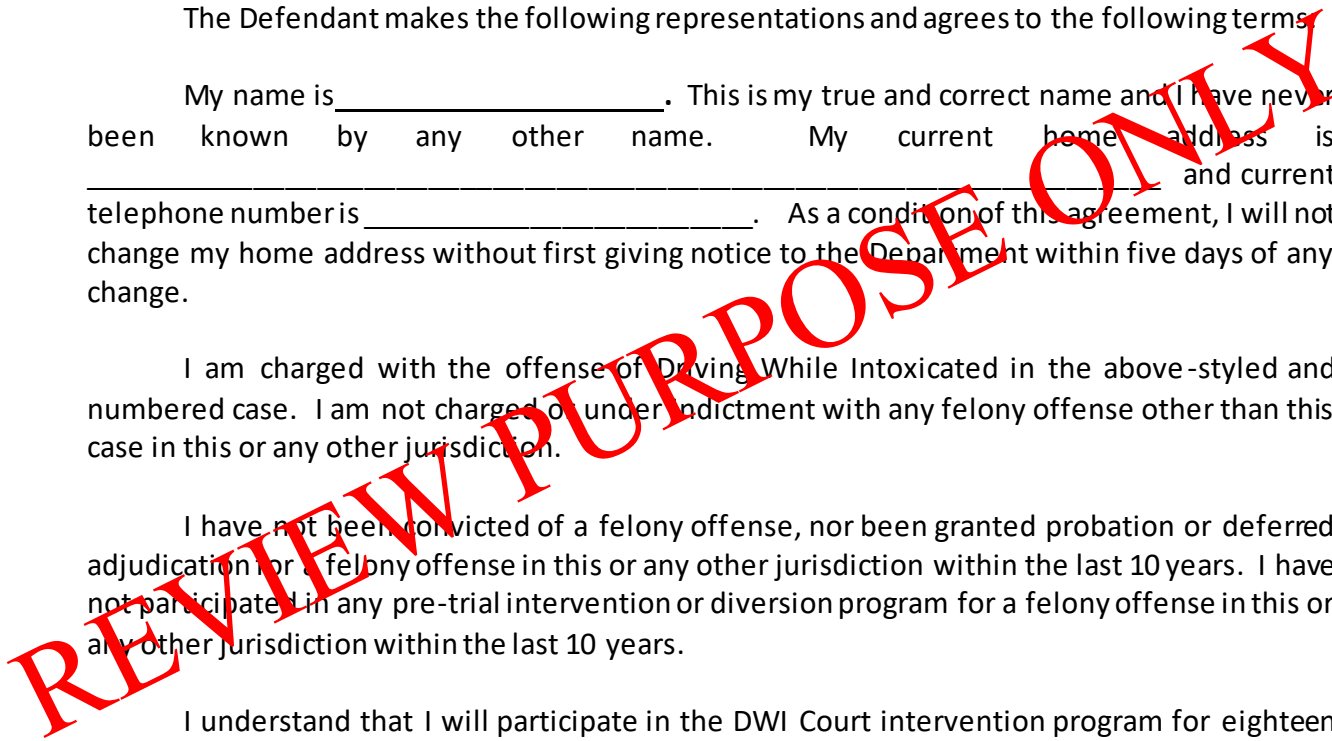
My name is _____. This is my true and correct name and I have never been known by any other name. My current home address is _____ and current telephone number is _____. As a condition of this agreement, I will not change my home address without first giving notice to the Department within five days of any change.

I am charged with the offense of Driving While Intoxicated in the above-styled and numbered case. I am not charged or under indictment with any felony offense other than this case in this or any other jurisdiction.

I have not been convicted of a felony offense, nor been granted probation or deferred adjudication for a felony offense in this or any other jurisdiction within the last 10 years. I have not participated in any pre-trial intervention or diversion program for a felony offense in this or any other jurisdiction within the last 10 years.

I understand that I will participate in the DWI Court intervention program for eighteen (18) months beginning today and that I will be supervised during this period by the Fort Bend County Community Supervision and Corrections Department (hereinafter "the Department"), or any department having courtesy supervision jurisdiction. I understand that I may be released from supervision at any time after one year in the program but such early release is in the sole discretion of the Court.

I agree that I will follow the recommendations set forth in the copy of the assessment prepared by the Fort Bend Regional Counsel on Substance Abuse (FBRC) or approved agency by the Court. I will participate faithfully in any and all programs recommended by the Court and the Department which may include residential substance abuse treatment and I will comply with all the Court and Department rules and regulations.



I agree I will report to the Department as directed in writing.

I agree to pay all fees and costs as directed by the Court or by the Department unless I am determined to be indigent which fees and costs include the following:

Monthly Supervisory Fee:	\$60 per month
Laboratory Fees:	\$15 per test
Interlock Device:	\$42 per month
VIP:	\$35 each

I understand that failure to comply with the conditions of DWI Court may result in sanctions including community supervision hours and or jail time.

I understand that if I am terminated from the DWI Court Pre-Trial Intervention program for non-compliance, my case will continue forward as if I had never entered the program.

During the period of DWI Court Intervention I agree to do the following:

- I will avoid injurious or vicious habits. I will not use, consume or possess any alcohol, controlled substance, dangerous drug, marijuana or prescription drug not specifically prescribed to me by lawful prescription;
- I will submit to drug/alcohol analysis by authorized personnel with the Department including any department having court or supervision jurisdiction as directed by the Department. I will provide proof of any medications lawfully prescribed to me prior to submitting a specimen;
- I will attend at least two Victim Impact Panels (VIP) and pay any costs associated with my attendance;
- I will not violate the laws of this state, any other state, the United States or any other political subdivision of these jurisdictions;
- I will appear in court as directed by the Court or the Department.
- I will obtain, install and maintain an alcohol interlock device equipped with a camera from a company approved by the Fort Bend County Community Supervision and Corrections Department. I will install the interlock device within 5 days of this agreement in each vehicle I operate while in the DWI Court Program. Further, I will comply with all rules and regulations as it concerns the obtaining, installation, maintenance, and usage of said interlock device. I agree to display said interlock device to the supervising officer upon their request. The cost of said equipment is my responsibility. I agree an In-Home Device will be used in lieu of an ignition interlock if I do not have a valid license and/or not operating a motor vehicle.

I understand that the retention of any toxicological evidence in the form of blood or urine that may have been collected in this case is controlled by Texas Code of Criminal Procedure Article 38.50. An entity or individual described by Subsection (b) of 38.50 shall ensure that toxicological evidence collected pursuant to an investigation or prosecution of an offense under Chapter 49, Penal Code, is retained and preserved, as applicable:

1. for the greater of two years or the period of the statute of limitations for the offense, if the indictment or information charging the defendant has not been presented;
2. for the duration of a defendant's sentence or term of community supervision, as applicable, if the defendant is convicted or placed on community supervision; or
3. until the defendant is acquitted or the indictment or information is dismissed with prejudice.

Based upon the above representations by the Defendant, the Court and the Defendant now enter into the following agreement:

The Defendant has no right to participate in the DWI Court Pre-Trial Intervention program and the ability of the Defendant to resolve the above-styled and numbered case through participation in the program is in the sole, unreviewable discretion of the Court and the Fort Bend County District Attorney's Office.

The determination of whether the Defendant violated any of the terms or conditions of the DWI Court Pre-Trial Intervention program is to be made by the Court and is not subject to further review.

The Defendant's participation in this program will be supervised by the Department and is considered a pre-trial intervention program operated by the Department under Texas Government Code Section 76.011. The Defendant agrees that in regards to expunction, this case will be controlled by the terms of Article 55 of the Texas Code of Criminal Procedure.

In the event that the Defendant's participation in the DWI Court Pre-Trial Intervention program is terminated, the above-styled and numbered cause will be scheduled on this Court's docket as if there had been no intervention agreement.

The Defendant further agrees that the Fort Bend County District Attorney's Office and County Court at Law Number 6 are permitted to maintain documentation of the Defendant's participation in the DWI Court Pre-Trial Intervention program, and to use any such retained information for determining future eligibility for the program.

I, the Defendant herein, have read this agreement in its entirety and hereby swear it is true and correct and represents the total agreement between the Court and me.

Defendant

SUBSCRIBED AND SWORN TO before me on _____.

Deputy County Clerk
County Court at Law No. 6
Fort Bend County, Texas

Defendant's thumbprint (right)

REPRESENTATION OF DEFENSE COUNSEL:

I represent the Defendant in the above-styled and numbered case. I have previously advised and counseled my client concerning the terms and conditions of the foregoing DWI Court Pre-Trial Intervention agreement; my client understands all of the terms and conditions of the agreement; and my client is entering this agreement freely, knowingly and intelligently.

Counsel for Defendant

Date

REVIEW PURPOSE ONLY

REPRESENTATION OF ASSISTANT DISTRICT ATTORNEY:

The State of Texas through the undersigned Assistant District Attorney of the Fort Bend County District Attorney's Office (FBCDAO) agrees that if the Defendant successfully completes the terms and conditions of this agreement to its satisfaction and that of the Court, the FBCDAO will move to dismiss the above-styled and numbered case.

AGREED TO AND APPROVED:

Signature, Assistant District Attorney
Fort Bend County, Texas

Date

Printed name, Assistant District Attorney

REVIEW PURPOSE ONLY

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ORDER FOR PARTICIPATION IN DWI COURT PRE-TRIAL INTERVENTION

Upon agreement by the Defendant and the State of Texas, by and through the District Attorney of Fort Bend County, Texas, the Court ORDERS:

- The Defendant shall pay the following fees:

Monthly Supervisory Fee:	\$60 per month
Laboratory Fees:	\$15 per test
Interlock Device:	\$42 per month
VIP:	\$35 each

These payments shall be made to the Department to cover the costs of participation in the intervention program and the Department is hereby ordered to collect said amount and to supervise this agreement unless the Defendant is determined to be indigent based on the Defendant's financial affidavit;

- The Defendant shall perform this agreement as set out above.

Signed and ordered this _____.

PRESIDING JUDGE
County Court at Law No. 6
Fort Bend County, Texas