

CAUSE NUMBER C-1-CR-

THE STATE OF TEXAS

§

IN THE COUNTY

V.

§

COURT AT LAW NO. 4

§

TRAVIS COUNTY, TX

FAMILY VIOLENCE INTERVENTION PROGRAM AGREEMENT

PARTIES TO THE AGREEMENT

The State of Texas is represented by the undersigned prosecutor of Travis County, Texas, _____ . Defendant is represented by _____, Defendant’s attorney of record.

TERM OF THE AGREEMENT

The Agreement shall be for a period of not more than 12 months, and begins at the signing of the Agreement and ends on _____, unless Defendant breaches this Agreement or all the Parties agree in writing to terminate this Agreement at an earlier time than stated above.

GENERAL STATEMENT OF CONSIDERATION

Defendant is alleged to have committed the following criminal offense against the State of Texas:

Offense Date	Offense	Level of Offense

After an investigation of the offense and Defendant’s background, it has been determined the interest of justice will be served by the Defendant entering this Agreement. Prosecution of the alleged offense stated above shall be deferred until the end of the term of this Agreement provided Defendant abides by the terms and conditions set forth in this Agreement. This Agreement is not in lieu of any pending bond conditions but shall serve as an addendum to any current bond conditions. A Motion to Modify Bond Conditions, which shall incorporate all the terms and conditions of this Agreement will be filed in the cause number above.

FULL ACCORD AND SATISFACTION OF THE AGREEMENT

By initialing the lines beside each relevant term or condition, the Defendant shows that he or she understands that compliance with this particular term or condition is required. If the Defendant has

already complied with the condition when the parties enter into this Agreement, the parties must attach documents showing that compliance.

The Defendant must timely provide proof of completion of all terms and conditions, by email to teaodfpr@traviscountytx.gov. Proof of completion is timely provided if it is emailed within the duration of this Agreement. The Defendant should keep a copy, for their own records, of any documents sent to the Travis County Attorney's Office. The Travis County Attorney's Office is not responsible for lost documents. Make sure the cause number is on each document.

If at the end of this Agreement, the Defendant has complied with all terms and conditions set forth in this Agreement, the Travis County Attorney's Office agrees to dismiss the charges listed as pending against the Defendant above.

BREACH OF THE AGREEMENT

If Defendant violates any term or condition of this Agreement, said violation constitutes a breach of contract. Should Defendant breach this Agreement, the Travis County Attorney's office shall revoke the Agreement, request an increased bond from the Court where appropriate, and initiate prosecution for the above listed criminal offense. If further prosecution results, Defendant will not receive a refund or credit for service hours performed or programs attended.

In the event of a breach of this Agreement, Defendant will be subject to the full range of punishment for the offense. Defendant also agrees to allow Exhibit 2 Jury Trial Waiver obtained from Defendant to be entered in evidence by the State without objection during the appropriate phase of any trial or hearing on this case.

PAYMENT OF COSTS

Defendant agrees to pay all program costs and fees associated with any and all counseling, treatment, drug screening, alcohol monitoring, or education program required under this Agreement.

STANDARD TERMS AND CONDITIONS

1. **Complete terms and conditions.** Defendant shall complete the terms and conditions initialed on States Exhibit 1, here attached.
2. **Following the law.** The Defendant shall follow the laws of this State, any other State, the United States, and any political subdivision of these jurisdictions during the term of this Agreement. Any offense above a Class C moving traffic violation is a violation of this Agreement. For purposes of this Agreement, an offense is "committed" if the Travis County Attorney's Office believes that probable cause to arrest the Defendant for that offense develops at any time during or after an arrest.

3. **No drugs or controlled substances.** The Defendant shall not use, possess, or consume any controlled substances, dangerous drug, marijuana, prescription drug not lawfully prescribed to Defendant by a physician licensed by the State of Texas to prescribe such substance. Defendant shall not be in the presence of anyone possessing or using illegal drugs.

WAIVER OF CONSTITUTIONAL RIGHTS

By entering this Agreement, and upon the advice and consent of the Defendant's attorney, the Defendant WAIVES the following rights:

_____ The right to a speedy trial.

_____ The right to a trial by jury.

_____ The right to remain silent and not make any statement against Defendant's own interest.

_____ The right to confront witnesses against the Defendant and the right to present witnesses and evidence in favor of the Defendant, at the time of this Agreement.

PARTY SIGNATURES

I, _____, the Defendant, have fully discussed this case and the evidence with my attorney. I am satisfied that he or she has properly represented me. I have received a copy of this Family Violence Intervention Program Agreement. I understand the consequences of entering into this Agreement. Furthermore, I am knowingly and voluntarily waiving my Constitutional rights set forth above in this Agreement. I further understand that if I were to breach this Agreement, I will be prosecuted for the charged offense and subject to the full range of punishment.

_____ Signed _____

Defendant

I have reviewed this Agreement with my client, advised my client of his or her rights, and believe my client to be mentally competent to enter into this Agreement. I am satisfied that my client completely understands the waivers, the Agreement, and the consequences of signing this Agreement.

_____ Signed _____

Defendant's Attorney

I, the undersigned Prosecutor, have authority to agree to the terms of this Agreement on behalf of the Travis County Attorney's Office.

Signed _____

Prosecutor