

c. Personal Delivery: Llano County Attorney's Office
801 Ford Street, Room 111
Llano, Texas 78643

d. Email: cao5@co.llano.tx.us

5. Include the cause number _____ on all documents and keep a personal copy of any document(s) submitted to the Llano County Attorney's Office.
6. While this Agreement is in effect, the Defendant shall not commit any other offense(s) above that of a Class C moving traffic violation. For purposes of this Agreement, an offense is "committed" if the Llano County Attorney believes that probable cause to arrest the Defendant for that offense develops at any time during or after an arrest.
7. While this Agreement is in effect, the Defendant will not consume alcohol or controlled substances unless otherwise ordered by a medical professional.
8. **PARTICIPATION REQUIRED IN THE FOLLOWING** (Indicated by "YES"):

(defendant's initials)

_____ Anger Management	<input type="checkbox"/> YES	<input type="checkbox"/> NO
_____ Family Violence Mitigation	<input type="checkbox"/> YES	<input type="checkbox"/> NO
_____ Multiple Offender Intervention	<input type="checkbox"/> YES	<input type="checkbox"/> NO
_____ Theft/Shoplifting Intervention	<input type="checkbox"/> YES	<input type="checkbox"/> NO
_____ Community Service ____ hours	<input type="checkbox"/> YES	<input type="checkbox"/> NO
_____ Victim Impact	<input type="checkbox"/> YES	<input type="checkbox"/> NO
_____ Equivalent of Drug/Alcohol Evaluation/Counseling	<input type="checkbox"/> YES	<input type="checkbox"/> NO (follow any recommendations)
_____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
_____	<input type="checkbox"/> YES	<input type="checkbox"/> NO

NOTES:

- A Defendant who resides outside of Llano County, Texas must coordinate with the Llano County Attorney for approval of out of county assessment and intervention options.
- Evaluations **MUST** be completed within Two (2) months of starting the Pretrial Intervention Program.

- *If the Defendant has already complied with the condition, the parties must submit documents showing that compliance.*

8. **DEFENDANT IS FURTHER REQUIRED TO** (Indicated by “YES”):

(defendant’s initials)

_____ Pay a supervisory fee of \$500.00 to the Llano County Attorney’s Office. **MANDATORY**

_____ Have NO contact with _____. **YES** **NO**

_____ Do not go within 200 yards of the following location:_____.
 YES **NO**

_____ Provide proof of a valid Texas driver’s license and automotive liability insurance coverage by the termination date of the Agreement. **YES** **NO**

_____ Provide proof of completing a certified Texas Alcohol & Beverage Commission Seller/Server, training course. TABC contact number (512) 451-0231. **YES** **NO**

_____ Forfeit weapons. **YES** **NO**

_____ Pay restitution in the amount of \$60.00 payable to DPS Lab through the Llano County Attorney’s Office. **YES** **NO**

_____ Provide proof of the Defendant’s pleading to the Class C offense of _____, and paying a \$_____ fine and \$_____ court costs. **YES** **NO**

_____ Provide proof of installing and maintaining the following alcohol monitoring device(s) for a period of _____.
 YES **NO**

___ IID ___ SoberLink ___ SCRAM ___ IN-HOM

Other:_____

**Defendants residing outside of Llano County are required to wear a SCRAM monitor for 60 days upon entering the Pretrial Intervention Program, unless otherwise determined by the Llano County Attorney.*

E. TERMINATION OF AGREEMENT

1. Upon demonstration of compliance with the terms and conditions of this Agreement, the Llano County Attorney agrees not to prosecute the Defendant for the offense(s).
2. If the Defendant fails to comply with or violates any of the specified terms and conditions of this Agreement, the Llano County Attorney is no longer subject to the Agreement and may refile the charges and prosecute the case to the full extent of the law.
3. The Defendant hereby agrees to the following, as indicated by his/her signature below, in the event he/she fails to complete the Pretrial Intervention Program and the Llano County Attorney refiles the charges:
 - The Defendant agrees to plead guilty or no contest to the refiled charge.
 - The Defendant agrees and stipulates that this Agreement, including the written confession of guilt that it contains, is admissible against him/her in court.
 - The Defendant agrees and stipulates that affidavits, written statements of witnesses and other documentary evidence—including but not limited to the police offense report—are admissible against the Defendant at trial.
 - The Defendant waives any statute-of-limitations objection to the refiled charges.
 - The Llano County Attorney's burden of showing the Defendant's non-compliance with this Agreement is by a preponderance of the evidence.
4. If the parties agree to continue the Pretrial Intervention Program after the County Attorney refiles the charges, then the Agreement is extended for the same period as the original Agreement, without the need to draft and sign a new document (example: the initial Agreement was to last six months, then the extended Agreement will last another six months from the date of the second dismissal).

I, _____, the Defendant, if represented by counsel, 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 Pretrial Intervention Program. I waive any further time to prepare for trial to which I may be entitled.

Attorney for Defendant

Defendant

The Llano County Attorney acknowledges receipt of the signed “Llano County Pretrial Diversion Application” and the “Pretrial Intervention Agreement”.

*EFFECTIVE DATE _____, 201_

*TERMINATION DATE _____, 201__

Llano County Attorney/
Pre-trial Intervention Supervisor

Contact information:

Kerri Sawyer
Pretrial Intervention Supervisor

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