





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

d. Email: [cao5@co.llano.tx.us](mailto: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). 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)**

\_\_\_\_\_ Community Service \_\_\_\_ hours     YES     NO

\_\_\_\_\_ Equivalent of Drug/Alcohol Evaluation/Counseling     YES     NO (follow any recommendations)

\_\_\_\_\_    \_\_\_\_\_     YES     NO

\_\_\_\_\_    \_\_\_\_\_     YES     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 \$250.00 to the Llano County Attorney's Office. **MANDATORY**

\_\_\_\_\_ Provide proof of a valid Texas driver's license and automotive liability insurance

coverage by the termination date of the Agreement.

**YES**

**NO**

**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\_\_

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Llano County Attorney/  
Pre-trial Intervention Supervisor

**Contact information:**

**Kerri Sawyer**  
**Pretrial Intervention Supervisor**

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