

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, 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 tcaodfpr@traviscountytexas.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.

The Defendant's inability to pay, alone, will not be a violation that results in a breach of the Agreement.

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.

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.

_____ As accepting responsibility for one's actions is integral to this agreement and any recommended treatment, Defendant waives the right to remain silent and not make any statement against Defendant's own interest in this agreement and during any treatment required by this

agreement. All statements made as part of any treatment under this agreement are considered plea negotiations and will not be used in any way against Defendant.

_____ The right to confront witnesses against the Defendant and the right to present witnesses and evidence in favor of the Defendant before entering into this agreement. This waiver does not extend to any subsequent hearing or trial.

EXPUNCTION OF CASE

This Agreement is not a diversion agreement under Chapter 76 of the Government Code. This Agreement is not subject to an automatic expunction. If a later expunction is sought and/or granted, parties agree that any weapon forfeiture or protective order documentation resulting from this case is excluded from the documents to be expunged.

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

STATE'S EXHIBIT 1

TERMS AND CONDITIONS OF AGREEMENT

Initial if required	Condition
	<p>Obtain a Domestic Violence Assessment through the Travis County Counseling & Education Services (TCCES) and COMPLETE ALL RECOMMENDED COURSES.</p> <p>**If prosecutor requests DV assessment, the AOD will also be included</p> <p>TCCES contact number (512) 854-9540.</p> <p>BIPP Orientation will have an expense associated with it.</p> <p>BIPP reports should be sent to tcaodfpr@traviscountytexas.gov</p>
	<p>Obtain a Non-Intimate Partner Violence Assessment through the Travis County Counseling & Education Services (TCCES) and COMPLETE ALL RECOMMENDED COURSES.</p> <p>TCCES contact number (512) 854-9540.</p>
	<p>Obtain an Alcohol/Substance Abuse Assessment through the Travis County Counseling & Education Services (TCCES) and COMPLETE ALL RECOMMENDED COURSES.</p> <p>**If prosecutor requests DV assessment, the AOD will also be included</p> <p>TCCES contact number (512) 854-9540.</p>
	<p>Complete the Assault (8 hours) course. Only for Non-Intimate Partner Violence.</p> <p>TCCES contact number (512) 854-9540.</p>
	<p>Complete the Cognitive Life Skills (12 hours) Course. For Intimate Partner Violence.</p> <p>**If the prosecutor is requesting this, the D does not also have to have a TCCES evaluation.</p> <p>TCCES contact number (512)854-9540</p>
	<p>Complete the multiple Offender/Felony (20 hours) course.</p> <p>TCCES contact number (512) 854-9540.</p>
	<p>Complete the theft/shoplifting (8 hours) course.</p> <p>TCCES contact number (512) 854-9540.</p>
	<p>Complete the Any Baby Can Parenting Class.</p> <p>ABC contact number (512) 454-3743</p>

	Have no contact through any means with _____ and do not go within 200 yards of the following location _____.
	Provide proof of valid Texas driver's license and automotive liability insurance coverage by the term of this Agreement.
	Forfeit the weapon. The Forfeiture of Weapon's Agreement is attached to the Agreement.
	Provide proof of \$_____ restitution paid to _____. Payable only through the Travis County Attorney's Hot Check Division (attach restitution sheet.)
	Provide proof of installing and maintaining an alcohol monitoring device for a period of _____.
	Provide proof of the Defendant's pleading guilty to the Class C offense of _____.
	Random drug test to be submitted on _____
	Other:

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TRAVIS COUNTY, TX

WAIVER OF CONSTITUTIONAL RIGHTS

By entering the Family Violence Prevention Agreement, and upon the advice and consent of the Defendant's attorney, the Defendant knowingly and voluntarily WAIVES the following rights:

_____ The right to a speedy trial.

_____ The right to a trial by jury.

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 am knowingly and voluntarily waiving my Constitutional rights set forth above.

_____ 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 and the consequences of signing this waiver.

_____ Signed _____
Defendant's Attorney

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

_____ Signed _____
Prosecutor

Cause No.

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COUNTY COURT AT LAW

NUMBER FOUR

TRAVIS COUNTY, TEXAS

Pre-Adjudication Weapon Affidavit

I, (name and DOB) _____, swear under the penalty of perjury the following:

_____ (**must initial**) I do not own or possess any firearms and/or ammunition and I am not residing in a home where there are any firearms or ammunition.

_____ (**must initial**) I do not own or possess any personal weapons for which the primary use is other than use in the home (e.g. this provision does not apply to kitchen knives). This includes but is not limited to folding knives/pocketknives, combat knives a.k.a. "ka-bars," brass knuckles, and bows.

I swear under the penalty of perjury that all of the information contained hereinabove is true and correct.

Signature of Defendant

Date

Sworn and subscribed to before me, the undersigned authority, on this _____ day of _____, 202__.

Signature of Notary Public

Date

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STATE'S MOTION TO MODIFY DEFENDANT'S CONDITIONS OF BOND

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

The State respectfully requests that the Defendant's bond be Modified to include the following conditions:

RESPECTFULLY SUBMITTED,

Assistant County Attorney
Travis County
314 W 11th Street
Austin, Texas 78701
State Bar No.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Notice was served on the Defendant by serving his attorney of record via electronic mail on _____, 202__.

Assistant County Attorney
Travis County
314 W 11th Street
Austin, Texas 78701
State Bar No.

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ORDER TO MODIFY BOND CONDITIONS

This day came on to be heard before me the MOTION TO MODIFY BOND CONDITIONS filed by the State through her County Attorney. The State having demonstrated the authority of this Court to MODIFY BOND, it is therefore ordered that the Defendant's BOND in the above numbered cause is MODIFIED as follows:

_____ Be forbidden to possess firearms

JUDGE MALHOTRA, CC4