

CAUSE NUMBER _____

THE STATE OF TEXAS

VS.

DOB: _____

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**PARTICIPATION AGREEMENT
ACUERDO DE PARTICIPACION**

Cause/Booking No(s):

Related Charge(s):

Your referral for admission into the DWI Court by your attorney is a recommendation and agreement with the State of Texas via the District Attorney’s Office. In the DWI Court, you will be supervised by Webb County Court at Law II, the DWI Court Team (“the Team”), and the assigned Community Supervision Officers. You have been referred to participate in the DWI Court as either a probation condition, a pre-trial diversion condition, or another reason explained to you by your attorney. The DWI Court Team identifies specific risk factors related to drinking and driving. The DWI Court Team also implements intervention and prevention services to deter addiction, dependency, dangerous behavior, and to promote public safety. By agreeing to these terms, you understand that the program is voluntary, and you may opt to withdraw yourself from the program at any time. Further, you understand that since the program has been recommended as an Order of the Court, that your refusal to accept the program, and/or your own withdrawal from the program, may result in legal consequences. You hereby voluntarily waive your rights under Articles 32A. 02 & 32.01 TEXAS CODE OF CRIMINAL PROCEDURE to participate in the DWI Court.

Su recomendación para la admisión en la Corte de DWI por su abogado es una recomendación y acuerdo con el Estado de Texas a través de la Oficina del Fiscal de Distrito. En la Corte de DWI, usted será supervisado por la Corte de Ley Numero II, el equipo de la Corte de DWI (“el Equipo”), y los Oficiales de Supervisión Comunitario asignados. Usted ha sido referido a participar en la Corte de DWI como una condición de libertad condicional, una condición de desvío previo al juicio, u otra razón que le será explicada por su abogado. El Equipo identifica factores de riesgo específicos relacionados con el consumo de alcohol y manejo. El Equipo también implementa servicios de intervención y prevención para disuadir la adicción, la dependencia, el comportamiento peligroso y promueve la seguridad pública. Al aceptar estos términos, usted entiende que el programa es voluntario, y puede optar por retirarse del programa en cualquier momento. Además, usted entiende que debido a que el

programa ha sido recomendado como una orden judicial de la corte, si se rehúsa a aceptar el programa, y / o se retira del programa, puede resultar en consecuencias legales. Por la presente, usted renuncia voluntariamente a sus derechos en virtud de los Artículos 32A.02 & 32.01 del CÓDIGO DE PROCEDIMIENTO PENAL DE TEXAS para participar en la Corte de DWI.

You agree, with the State of Texas, for DWI Court participation as a:
Usted está de acuerdo, con el Estado de Texas, para la participación de la Corte de DWI como

- Condition of Probation/*condición de la libertad condicional*
- Amended Conditions/*condiciones modificadas*
- Condition of Pre-Trial Diversion (PTD Waiver required prior to admission)/*condición de la desviación previa al juicio*
- MTR _____
- _____
- Other/*otro* _____
- _____

I, _____, the referred participant into the DWI Court, hereby acknowledge that my attorney has explained to me the agreement made with the State of Texas. Further, I will willingly participate in the DWI Court as a condition of my probation, a condition of my pre-trial diversion, or another reason that explained to me by my attorney. My attorney has explained to me the following: 1) The purpose of my participation in the DWI Court; 2) The possible consequences of failing to accept or comply with the DWI Court terms; and 3) The possible disposition of my case upon successful completion of the program. Having understood my attorney's explanations and advice, I agree to 1) participate in the DWI Court, 2) comply with every term of the program, and 3) wish to continue with this agreement. I understand that while I am a DWI Court participant, the criminal charges against me will be stayed. The charges against me listed above will not be presented to a grand jury for an indictment. My cases shall be reset for non-trial settings as long as I am in compliance with the terms. I waive any rights that I may have to a speedy trial in the above listed charge(s), or to have an indictment returned by a grand jury on my charge(s) within the time limits established under Article 17.151 TEXAS CODE OF CRIMINAL PROCEDURE, the Texas or United States Constitution, or any other statute.

Yo, el participante referido a la Corte de DWI, por la presente reconoce que mi abogado me ha explicado el acuerdo hecho con el Estado de Texas. Además, participare voluntariamente en la Corte de DWI como condición de mi libertad condicional, una condición de mi desvió previo al juicio u otra razón que me explico mi abogado. Mi abogado me ha explicado lo siguiente: 1) El propósito de mi participación en la Corte de DWI; 2) Las posibles consecuencias de no aceptar o cumplir con los

términos de la Corte de DWI; y 3) La posible disposición de mi caso una vez completado con éxito el programa. Después de haber entendido las explicaciones y consejos de mi abogado, acepto 1) participar en la Corte de DWI, 2) cumplir con cada término del programa, y 3) continuar con este acuerdo. Entiendo que si bien soy un participante de la Corte de DWI, los cargos criminales en mi contra se mantendrán. Los cargos en mi contra mencionados anteriormente no serán presentados a un gran jurado para una acusación. Mis casos se pospondrán para audiencias no sujetas a juicio, siempre y cuando cumpla con los términos. Renuncio a cualquier derecho que pueda tener a un juicio rápido en los cargos mencionados anteriormente, o a que un gran jurado me acuse por mis cargos dentro de los plazos establecidos bajo el Artículo 17.151 del CÓDIGO DE PROCEDIMIENTO PENAL DE TEXAS, la Constitución de Texas o los Estados Unidos, o cualquier otro estatuto.

Participant Signature

Printed Name

Date

Counsel for Participant

Printed Name

Date

THE DWI COURT TERMS MUST BE EXPLAINED BY YOUR ATTORNEY.

Please read and review each term and condition of the DWI Court Program, individually and with your attorney. After review, initial each of the following paragraphs and sign and date the end of the agreement.

THE DWI COURT PROGRAM TERMS

1. Abide by the terms and conditions of community supervision/pre-trial diversion and the DWI Court.
2. Agree to comply with any additional requirements in the conditions of community supervision or pre-trial diversion.
3. Neither commit, nor be convicted of, any offense against the Laws of the State of Texas, or any other jurisdiction during my participation in the program. The DWI Court may revoke my participation for such violation.
4. Avoid persons and places of disreputable or harmful character, including all persons, who possess, sell, or use controlled substances or other dangerous drugs. This is a condition to reduce possible negative effects on my case or my recovery.
5. Report in person **weekly** as directed, to an officer of the DWI Court (**4th Floor, Justice Center, 1110 Victoria St, Ste. 404**), and follow any instructions from my case manager and community supervision officer.
6. Notify my case manager and probation officer any changes in my address, employment or contact information within 48 hours of making such changes.
7. I understand that I cannot, in any circumstance, drive any motor vehicle without a valid driver's license. I understand that driving without a driver's license is an additional chargeable criminal offense.
8. Abstain from the use of controlled substances, dangerous drugs, illegal drugs, and alcohol. Also abstain from the unlawful possession, use and sale of controlled substances, dangerous drugs, illegal drugs, and drug paraphernalia.
9. Abstain from possessing or using alcohol and/or controlled substances while you have a pending case and/or charges.
10. At all possible times, avoid places where alcohol is sold or distributed. This includes bars, cantinas, taverns, clubs, or any similar locations. Avoid bar areas in restaurants. This condition prevents potential negative case effects and increases the opportunity for recovery.

11. Submit to **random drug testing**, or any other type of chemical substance testing, whenever requested by a community supervision officer or DWI Court case manager.
12. Continue random drug testing throughout the length of the DWI Court. Refusal to submit to any drug screenings will result in sanctions.
13. The DWI Court Team will keep track of my Sobriety Days, which are the total number of consecutive days without a positive drug/alcohol test.
14. I understand that if I test positive for drugs or alcohol, I WILL LOSE MY SOBRIETY DAYS, and start back at ZERO Sobriety Days.
15. I understand that in order to progress to each subsequent phase of the DWI Court, I must accumulate at least sixty (60) Sobriety Days.
16. I understand that in order to GRADUATE FROM THE PROGRAM, I will need to accumulate at least ninety (90) Sobriety Days.
17. I understand and agree that if I continue to test positive for alcohol while in the program, that I may be ordered to install a Mobile Alcohol Monitoring Device at my own expense (\$80 per month) for a period of no less than thirty(30) days.
18. Complete a DWI Repeat Offender Course Program at my own expense (15 week course/\$20 per session).
19. If under the care of a physician who has prescribed medication, immediately provide documentation of the prescribed medications to my case manager or probation officer.
20. Appear in the Webb County Court at Law II (4th floor, Justice Center, 1110 Victoria St., Suite 404) as directed by the court and by any of its agents, for status hearings every two (2) weeks, so that the DWI Court can review and update the case. **I understand that if I do not appear in court when required, that a warrant may be issued for my arrest.**
21. Attend all required treatment sessions provided by my licensed professional counselor at **S.C.A.N. (1605 Saldana, 956-724-3177)**. Attend and complete weekly individual and group counseling sessions, unless directed otherwise by my counselor.
22. Comply with all recommendations from the team regarding rehabilitative treatment including, but is not limited to, admittance into a residential treatment facility, if issues with substance abuse arise while in the program and in order to avoid revocation of my case by the State.
23. Attend a 12-step Alcoholics Anonymous (“AA”) or Narcotics Anonymous (“NA”), two (2) times per week, throughout the entirety of the program. These meetings provide continuing care and treatment.

24. Pay all fees directed by the court.
25. There are no costs paid to the DWI Court Program. Costs and fees are only for classes and alcohol monitoring device if necessary.
26. Obtain and keep gainful employment in a lawful occupation and show proof of employment. If unemployed, report to a job counselor or employment agency as directed by the court, or supervision officer, until gainfully employed. Tender any financial documents as directed by the DWI Court or Team.
27. Limit travel to Webb County, unless employer documentation reflects that employment responsibilities require travel outside the County. Any travel beyond this Webb County, out of State, or out of the country (including Mexico) must be approved by the team and a Travel Permit must be issued.
28. Perform fifty (50) hours of community service as part of the program. Credits of community service hours may be given as an incentive for compliance with DWI Court requirements. Additional hours of community service may be imposed as a sanction for not complying with program requirements.
29. I understand that I am subject to the progressive sanctions and incentives model. This means that rewards are given for program compliance and violation of one or more of the terms of this agreement can lead to sanctions rather than termination from the program.
30. In consideration for the opportunity to participate in the program, I agree to release, waive, discharge, and not sue Webb County, its officers, employees, and servants, including but not limited to, Webb County Court at Law II and the program's staff and volunteers from all claims, demands, or causes of action of any kind whatsoever arising out of my participation in the program. This agreement does not create a warranty, either expressed or implied, other than what is stated within its terms.

Having read the conditions of the program, which were also explained to me by my attorney, I fully understand and voluntarily agree to the conditions. I fully understand the possible penalties for violating those conditions.

Participant Signature

Printed Name

Date

Mi abogado me ha traducido este documento. _____
Iniciales

I hereby certify that I am the attorney of record for the above-referenced defendant, and I have explained to my client his/her rights, and that he/she freely and knowingly executed the forgoing. I have no reason to believe that my client is incapable of understanding the terms and conditions of this agreement.

Counsel for Participant

Printed Name

Date

On behalf of the State, I agree to extend the benefits stated herein for so long as the Participant is in compliance with the above-stated conditions.

Assistant District Attorney

Printed Name

Date

On this the ___ day of _____, 20___, the judicial officer below considered the Participation Agreement and Terms and is of the opinion that it should be and is **HEREBY GRANTED. IT IS SO ORDERED.**

JUDGE VICTOR VILLARREAL