IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT

OF THE STATE OF FLORIDA IN AND FOR HILLSBOROUGH COUNTY

CIRCUIT CRIMINAL DIVISION

|  |  |  |
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| STATE OF FLORIDA  v | CASE NO: | 2020-CF-XXXX |
| Defendant | DIVISION: |  |

**STATE ATTORNEY’S OFFICE DRUG EDUCATION AND TREATMENT**

**REDUCING RICIDIVISM (DETRR) PROGRAM**

**(LEVEL ONE)**

This Agreement, entered into on this day, by and between the below listed parties:

|  |  |
| --- | --- |
| Defendant | Defendant |
| Defense Counsel |  |
| State Attorney for the Thirteenth Judicial Circuit of Florida | Andrew Warren, by and through his undersigned Assistant State Attorney, JESSICA M PEROT |

Wherein, The Defendant in the above-referenced case(s) has been charged for the alleged commission of the following offense(s):

|  |  |  |
| --- | --- | --- |
| **Count** | **Florida Statute** | **Charge** |
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Furthermore, the Office of the State Attorney has determined that Defendant meets the eligibility criteria for admission into the State Attorney’s Office Drug Education and Treatment Reducing Recidivism (DETRR) Program (Level One), and both Defendant and Defense Counsel agree that it is in the Defendant’s best interest to participate in the DETRR Program (Level One) for a period of six (6) months, commencing on this day.

The Office of the State Attorney will defer prosecution of the above-referenced case(s) while the Defendant is in the program. At any time while the Defendant is in the program, if the State determines that the Defendant has failed to comply with the terms and conditions required under this Agreement, the State will unsuccessfully discharged Defendant from the program, and the Office of the State Attorney will resume prosecution of the case(s).

At the end of the six (6) month program period, if the Defendant has fulfilled all of the obligations under this Agreement, the Office of the State Attorney will enter a nolle prosequi on the case(s) that are the subject of this Agreement and prosecution will terminate.

The Defendant hereby acknowledges and agrees to the following:

**I HAVE BEEN OFFERED AND HAVE ACCEPTED THE OPPORTUNITY TO PARTICIPATE IN THE STATE ATTORNEY’S OFFICE DETRR PROGRAM (LEVEL ONE). I HEREBY ACKNOWLEDGE AND VOLUNTARILY AGREE TO THE FOLLOWING:**

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| --- | --- |
| **1.** | I am seeking admission into the DETRR Program (Level One), and I do so with the intention of complying with all conditions and obligations imposed upon me by agreement with the Office of the State Attorney. |
| **2.** | In consideration for acceptance into the DETRR Program (Level One), I waive my right to speedy trial for the charge(s) pending in the above-referenced case(s) under the Constitution of the United States of America, under the Constitution of the State of Florida, and under the Florida Rules of Criminal Procedure. |
| **3.** | I stipulate and agree that this Agreement shall in no way operate as a contract for immunity from prosecution for the charge(s) pending in the above-referenced case(s), and that should I fail to comply with the terms and conditions of this Agreement, the State will terminate me from the program, and prosecution will be reinstated. |
| **4.** | I understand that I must reside in the State of Florida while I am in enrolled in this program. |
| **5.** | I will not be arrested for any new law violations while participating in the DETRR Program (Level One). If I am arrested for a new law violation at any time prior to the dismissal of the charge(s) pending in the above-referenced case(s), the State will unsuccessfully discharge me from the program and prosecution will be reinstated. For purposes of this Agreement, an arrest is defined as a physical arrest, the issuance of a notice to appear or criminal traffic citation, or a summons to appear on a criminal charge. |
| **6.** | I stipulate and agree that while in the DETRR Program (Level One), I remain on pretrial release. If I commit a new law violation at any time prior to the dismissal of the charge(s) pending in the above-referenced case(s), my pretrial release may be revoked pursuant to Section 903.0471, Florida Statutes, upon motion by the Office of the State Attorney. |
| **7.** | I understand that for purposes of monitoring by the Florida Department of Corrections, I will be on Administrative Probation. |
| **8.** | I also understand that my bond status may be affected if I am arrested while I am on Administrative Probation. |
| **9.** | I understand that I am encouraged to participate in any substance abuse treatment program(s), of my own choosing, available in the community, and that participation in any such treatment program(s) shall be on a voluntary basis. Furthermore, I understand that my progress in any substance abuse treatment program shall not prevent me from being successfully terminated from the DETRR Program (Level One) upon expiration of the six (6) month DETRR Program period, if all other terms and conditions of the Agreement are satisfied. |
| **10.** | I will remain in the program until the Office of the State Attorney determines that I have successfully completed all conditions of the program but in any event, no longer than a period of six (6) months from the day the contract is signed by all parties. |
| **11.** | I will pay $52 through the Florida Department of Corrections for a one-time monitoring fee. |
| **12.** | If represented by the Office of the Public Defender, I will pay $100 to the Clerk of Court for attorney’s fees and costs. |
| **13.** | I will pay $100 to the Clerk of Court for the Office of the State Attorney’s cost of prosecution. |
| **14.** | I will pay $70 to the Clerk of Court for the investigative cost incurred by TPD, a law enforcement agency within Hillsborough County. |
| **15.** | I will pay $50 to the Clerk of Court for the Hillsborough County Drug Education Trust Fund. |
| **16.** | I will pay $12 to the Clerk of Court for a processing fee. |
| **17.** | I will finish paying all fees and costs in paragraphs 11, 12, 13, 14, 15, and 16, 30 days prior to the completion of this agreement. |
| **18.** | I understand that I will be responsible for any monetary fees incurred for evaluation and treatment by a community treatment provider. |
| **19.** | I further agree that all monies paid through participation in the DETRR Program (Level One) shall be forfeited if I fail to meet the terms and conditions of this Agreement. |
| **20.** | It is stipulated and agreed that the decision of the Office of the State Attorney regarding compliance with the requirements of the DETRR Program (Level One) shall be final and shall not be reviewable by any court. |

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**ACKNOWLEDGEMENT, AGREEMENT AND ACCEPTANCE OF**

**STATE ATTORNEY’S OFFICE DRUG EDUCATION AND TREATMENT**

**REDUCING RECIDIVISM (DETRR) PROGRAM (LEVEL ONE)**

**I hereby acknowledge that I have read this Agreement, understand all the terms and conditions of this Agreement, and agree to abide by all the terms and conditions of this Agreement. I hereby further acknowledge that I have been provided with a copy of this Agreement.**

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Signature of Defendant Date Signed

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Signature of Defense Counsel Date Signed

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Printed Name of Defense Counsel

**On behalf of Andrew H. Warren, State Attorney, the undersigned Assistant State Attorneys hereby agrees to all the terms and conditions of this Agreement.**

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Signature of Assistant State Attorney Date Signed

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Printed Name of Assistant State Attorney

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Signature of Division Chief Date Signed

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Printed Name of Division Chief