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 FLORIDAv | CASE NO: | 2020-CF-XXXX |
| DEFENDANT  | DIVISION: |  |

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

**REDUCING RICIDIVISM (DETRR) PROGRAM**

**(LEVEL TWO)**

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

|  |  |
| --- | --- |
| 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**  |
|   |   |   |
|   |   |   |
|   |   |   |

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 Two), and both Defendant and Defense Counsel agree that it is in the Defendant’s best interest to participate in the DETRR Program (Level Two) 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 discharge 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 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 TWO). I HEREBY ACKNOWLEDGE AND VOLUNTARILY AGREE TO THE FOLLOWING:**

|  |  |
| --- | --- |
| **1.** | I am seeking admission into the DETRR Program (Level Two), 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 Two), 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 Hillsborough County, 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 Two). 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 Two), 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 *must* attend a substance abuse evaluation at any treatment facility in the community, of my own choosing, in order to determine my suitability for either a substance abuse education program and/or a substance abuse treatment program. I must be evaluated by the treatment facility within seven (7) days from the date of this agreement.  |
| **10.** | I understand that failure to obtain a substance abuse evaluation or assessment by a community treatment facility within seven (7) days will be a violation of this Agreement. |
| **11.** | I understand that I *must* participate in any substance abuse education program and/or substance abuse treatment program(s), that is recommended pursuant to the substance abuse evaluation. Any treatment facility that I choose must be willing to provide the notices that are required under this Agreement.  |
| **12.** | I have been provided with a non-exhaustive list of substance abuse community treatment providers.  |
| **13.** | I will sign any release forms necessary under HIPPA to comply with this Agreement.  |
| **14.** | I will provide a copy of my substance abuse evaluation and recommended treatment plan to the Office of the State Attorney within 7 days of receiving my evaluation and treatment plan.  |
| **15.** | All notices to the Office of the State Attorney required under this Agreement will be sent to the following physical address: Office of the State Attorney, Chief, Problem Solving Courts, 419 N. Pierce Street, Tampa, Florida 33602 **OR** to the following e-mail address: DETRR@SAO13TH.COM.  |
| **16.** | Failure to provide the evaluation or assessment and recommended treatment plan to the Office of the State Attorney within 7 days of receiving the evaluation and recommended treatment will be a violation of this Agreement.  |
| **17.** | I understand that within the last 30 days of the six-month diversion program, I will provide written notice from my treatment facility of my participation and current status in any recommended substance abuse education and/or substance abuse treatment program to the Office of the State Attorney.  |
| **18.** | Failure to provide notice in writing to the Office of the State Attorney of my current status in any recommended substance abuse education and/or substance abuse treatment program in accordance with paragraph 17 of this agreement will result in a violation of this Agreement.  |
| **19.** | If I have completed any recommended substance abuse education and/or substance abuse treatment prior to the end of the six month diversion program, I will provide written proof of completion to the Office of the State Attorney.  |
| **20.** | I understand that my continued participation in any substance abuse education program and/or substance abuse treatment program shall not prevent me from being successfully discharged from the State Attorney’s Office DETRR Program (Level Two) upon expiration of the six (6) month DETRR Program period, if all other terms and conditions of the Agreement have been satisfied. |
| **21.** | I will remain in the program until the State Attorney’s Office 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 this day.  |
| **22.** | I will pay $52 through the Florida Department of Corrections for a one-time monitoring fee.  |
| **23.** | If represented by the Office of the Public Defender, I will pay $100 to the Clerk of Court for attorney’s fees and costs. |
| **24.** | I will pay $100 to the Clerk of Court for the Office of the State Attorney’s cost of prosecution. |
| **25.** | I will pay $70 to the Clerk of Court for the investigative cost incurred by TPD, a law enforcement agency within Hillsborough County.  |
| **26.** | I will pay $50 to the Clerk of Court for the Hillsborough County Drug Education Trust Fund.  |
| **27.** | I will pay $12 to the Clerk of Court for a processing fee.  |
| **28.** | I will finish paying all fees and costs in paragraphs 22, 23, 24, 25, 26, and 27, thirty (30) days prior to the completion of this agreement. |
| **29.** | I understand that I will be responsible for any monetary fees incurred for evaluation and treatment by a community treatment provider. |
| **30.** | I further agree that all monies paid through participation in the DETRR Program (Level Two) shall be forfeited if I fail to meet the terms and conditions of this Agreement.  |
| **31.** | 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 Two) 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 TWO)**

**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