

**JUVENILE DRUG COURT
JUVENILE ARREST AVOIDANCE PROGRAM
IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
HILLSBOROUGH COUNTY, FLORIDA
JUVENILE DIVISION**

IN RE:

Case #:

A CHILD

DIVISION: E

AGREEMENT

THIS AGREEMENT is entered into this day, by and between the following persons:

The Child, _____, the Child (age) ____ the Child's Parent/Guardian,
_____, the Child's Attorney, if any, _____.

The parties hereto agree that:

1. The Child has been issued a citation for, _____
_____, in violation of section(s), _____
_____ Florida Statutes.
2. The Child meets the criteria for the Juvenile Arrest Avoidance program.
(hereinafter "JAAP").
3. It is in the Child's best interest to enter into this Agreement.
4. The Child shall participate in the court supervised JAAP until successful completion of the program requirements has been fulfilled or the child has been terminated from the program. The period of active supervision shall be determined by the Court and driven by the risk/needs assessment and clinical evaluation.
5. The Child waives the right to speedy trial as provided by law.
6. The Child shall inform his/her Case Manager, Treatment Provider and/or Juvenile Drug Court Staff of his/her current address and telephone number. The Child shall, within five (5) calendar days, report any changes of address and telephone number, employment, education or treatment activities to the Juvenile Drug Court Staff.

7. The Child shall appear in court when ordered by the Judge and upon proper notification at his/her last known address. Should the child willfully fail to appear for court or a scheduled office appointment, or otherwise fails to comply with any terms and conditions of this agreement, or any order of the Court, it **shall** constitute a violation of this Agreement and may subject the Child to sanctions for contempt of Court. At the discretion of the Court, sanctions may include, but are not limited to:

- a) writing a paper
- b) curfew
- c) increased drug testing
- d) increased court appearances
- e) increased participation in outpatient individual or group counseling sessions
- f) increased AA/NA meetings
- g) participation in various community service programs
- h) repeating an earlier phase of the program
- i) residential treatment
- j) extending time in the program
- k) withdrawal from the Program and institution of the original prosecution;
- l) alternative sanctions, such as, up to 50 (fifty) hours of community-service manual labor, enhanced treatment program, or other similar and appropriate alternative sanction(s).
- m) withholding issuance of, or suspension of, driver's license or driving privilege.

If the Child is charged with contempt of Court, a hearing on the contempt will be held within a reasonable time. The Child has the right to an attorney and the Child may purge the contempt at the discretion of the court.

8. The Child has no prior delinquency record.
9. The Child shall be completely law-abiding during the term of this Agreement.
10. The Child shall submit to a physical, mental health, neurological, psychological or psychiatric examination upon consent of the parent, or upon Court order or stipulation of the parties and shall attend and comply with any recommended counseling or treatment based from the risk/needs assessment and clinical evaluation.

11. The Child shall not possess, purchase, manufacture or use any mind-altering substances (including alcohol and Spice), illegal drugs or dangerous substances unless prescribed by a physician. The defendant shall not willfully visit places or be in the presence of person(s) where any of the aforementioned are unlawfully sold, dispensed or used.

12. This Agreement shall in no manner operate as a contract for immunity from filing of a petition by the State of Florida, and, should the Child fail to meet the terms of the Agreement, the Agreement may be deemed void, at the discretion of the Court and criminal charges may then be filed.

13. The Child shall attend school or work regularly at a lawful occupation. If attending school, the Child shall maintain required attendance, shall submit copies of school report cards and shall submit school progress reports upon request from the JDC Staff within five (5) school days.

14. The Child shall waive all rights pertaining to confidentiality and use of the Child's school records and treatment program records by the Court for judicial purposes to determine appropriate programs and services or for coordinating the delivery of programs and services.

15. The Child shall truthfully answer all inquiries and shall follow all lawful instructions of his/her Parent/Guardian, Treatment Provider and/or Juvenile Drug Court Staff. The Child and Parent/Guardian hereby grants permission for the Juvenile Drug Court Staff to visit the Child's home, place of employment, school, or other location for the purpose of providing adequate supervision for the Court. The Juvenile Drug Court Staff has the right to contact the Child's employer to verify employment.

16. The Child agrees to the following special conditions:

- a) To enter, participate in and successfully complete the requirements consisting of evaluation(s), counseling, and multiple monitored random urine screens.

- b) To pay for services provided by the treatment agency staff, based upon a program description and a fee schedule and an ability to pay. The treatment agency will not be responsible for filing insurance claims. Fees will be assessed based upon a sliding fee scale.
- c) To NOT own, possess, or attempt to purchase a firearm or weapon.
- d) To make full restitution, as directed by the Court having the right to a hearing with legal representation.
- e) To participate in programs for evaluation and/or treatment as are established for him/her under the supervision of the Court and abide by all rules and regulations set forth by such programs.
- f) To provide travel arrangements to the Court before leaving the County of Hillsborough, Tampa, Florida for prior approval to help ensure the continuity of treatment and delivery of services.

17. The Parent/Guardian agrees to the following special conditions:

- a) To ensure the Child complies with all conditions of this agreement and any orders of the court.
- b) To assist the Treatment Provider and/or Juvenile Drug Court Program Staff with all lawful requests for information including, but not limited to medical, mental, educational, substance abuse and/or family history/documentation.
- c) A breach of this Agreement by the Parent/Guardian may be sanctioned by the court as it deems appropriate including contempt powers of the court.

18. **Other:** *The Office of the Public Defender is appointed pursuant to Sections 27.40 and 27.51 of the Florida Statutes to advocate for the child, to assist in monitoring progress in the program, to advise the child and to protect the child's legal rights.*

19. The Office of the State Attorney, Thirteenth Judicial Circuit, hereby warrants and agrees that, should the Child successfully fulfill the terms and conditions of this Agreement, such success to be determined by the Court; no petition will be filed by the State of Florida.

20. The decision of the Court regarding full compliance herewith shall be final.

I will comply with all terms and conditions of the “**Juvenile Drug Court Juvenile Arrest Avoidance Program**” to enter into and successfully complete the requirements of the **Juvenile Arrest Avoidance Program (“JAAP”)**. The determination of referrals to provide intervention and treatment services will be guided by the initial risk/needs assessment and clinical evaluation. By virtue of entering into the Agreement I acknowledge and agree that certain sanctions may be imposed for noncompliance. The Judge has the authority to determine which sanctions or treatment options or both are appropriate and to impose sanctions or treatment or both at the Judge’s sole discretion. Noncompliance by the Child does not void the Agreement. Successful completion of the Agreement entitles the Child to have satisfied the terms of the JAAP and therefore no petition will be filed by the State of Florida. Failure to successfully complete the terms of the JAAP may subject the Child to having a petition being filed by the State of Florida pursuant to applicable law and the Juvenile Rules of Procedure. The Judge has the sole authority to determine successful completion of the JAAP requirements.

_____ I have read the JDC contract agreement. I thoroughly understand my right to have an attorney. I acknowledge that the JAAP requirements were fully explained. I am willingly and voluntarily entering this agreement.

_____ I understand that the Judge can ask me questions about this case, and that I must answer truthfully under penalty of perjury.

_____ I agree to be completely law abiding during the terms of this agreement and will notify the courts and or my treatment provider of any new arrest or confrontation with law enforcement officials.

_____ I certify that no one has threatened or coerced me in any way to get me to enter into this agreement. No one has promised me anything to influence me to enter into this agreement except that charges will not be filed if I successfully complete the terms of the program as determined by an initial risk/needs assessment and clinical evaluation.

_____ I certify I am not under the influence of drugs, alcohol or medications, except as noted herein:

I have read and understand all the conditions of this agreement. I fully understand them and I will comply with said conditions. I have been informed that I may retain private legal counsel at any time or may request the services of the Public Defender's Office, and I fully understand the option of waiving the right to counsel. I further understand a copy of this Agreement will be furnished to me by the Juvenile Drug Court Staff upon my request.

Child

Date

As Parent/Guardian I have read and understand all the conditions of the agreement. I authorize the Judge to impose any sanctions upon my child for any noncompliance with the "Juvenile Drug Court Juvenile Arrest Avoidance Program".

Child's Name

Date

Parent/Guardian/Court Interpreter

Date

STATEMENT OF ATTORNEY

I, as the attorney for the above Child, state that I have reviewed this agreement with my client and to the best of my knowledge and belief the Child and Parent/Guardian understand its contents. **(If applicable)**

Attorney

Date

Reviewed by: Drug Court Specialist

Date

_____*Stephen Miller, 813-272-6179*

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WAIVER OF COUNSEL

I, the undersigned child, ____ years of age, understand:

That I have the right to a lawyer and if I am unable to afford a lawyer and wish to have one appointed, a lawyer will be provided immediately. I understand this right to and offer of a lawyer and, being aware of the effect of this waiver, I knowingly, intelligently, understandingly and of my own free will now choose to and, by the signing of this waiver, do hereby waive my right to a lawyer and elect to proceed in this case without benefit of a lawyer.

DATE: _____

CHILD: _____

This waiver of counsel was signed in the presence of the undersigned witnesses who, by their signature, attest to its voluntary execution by this child.

WITNESS _____

WITNESS _____

STATEMENT OF PARENT OR RESPONSIBLE ADULT

This waiver of counsel was read by me and explained fully to this child in my presence. I understand the right of this child to an attorney and as the _____ of this child, I consent to a waiver of this right.

DATE: _____ PARENT/GUARDIAN _____

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ORDER RATIFYING AGREEMENT

THIS CAUSE came before this Court on _____, upon an Agreement entered into by the parties to this cause. The Court has considered the Agreement, has reviewed the file, and is otherwise fully advised in the premises. It is therefore,

ORDERED AND ADJUDGED that:

1. The Agreement entered into on _____ regarding the above-styled case is incorporated into this Order as if fully set forth herein and is hereby ratified and approved in all respects.
2. The parties are ordered to immediately comply with the Agreement until further order of the Court.
3. Failure to comply with the Agreement shall be cause for sanctions as detailed in the Agreement.
4. The Court reserves jurisdiction over the parties and subject matter in this cause to enforce the provisions of the Agreement.

DONE AND ORDERED in Tampa, Hillsborough County, State of Florida, this _____ day of _____, 2018.

Denise A. Pomponio, Circuit Court Judge