

IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR LANE COUNTY

THE STATE OF OREGON,

Plaintiff,

vs.

Defendant.

Case No.

SPECIALTY COURT PETITION
WITH WAIVER AND PROBATION
AGREEMENT AS A CONDITIONAL
DISCHARGE

☐ Adult Treatment Court
☐ Veterans Treatment Court
☐ Mental Health Court

Address: _____
Street Apt # City State Zip

Phone: (_____) _____ Date of Birth: _____

Email: _____

When the Lane County Circuit Specialty Court (“the Court”) accepts this Petition and I am formally allowed to enter the Specialty Court Program selected above (“the Program”), I agree to give up the rights listed below, and abide by the rules listed in the Program Rules & Conditions section. My initials next to each section indicate that I have read (or have had read to me) that section, and that I understand the rights I give up and the obligations I accept. I understand that I have the right to withdraw this Petition at any time before the Court formally accepts it.

I understand and agree that my mind is clear and I am not under the influence of alcohol or drugs.

WAIVERS

A. **Cases & Charges.** I have been charged with the offenses listed in the table below by information ☐ or indictment ☐ dated: _____.

Count	Offense	Date of Offense

_____ **B. Waiver of Indictment (Felonies Only).** I understand that I have been accused of one or more crimes that require the State of Oregon to obtain an indictment from a Lane County Grand Jury. Having full and complete knowledge of my right to the aid of an attorney and to have my case presented to the Lane County Grand Jury, I do hereby freely and voluntarily waive and give up my right to require indictment by the Grand Jury on the above crime(s), and I hereby consent that the Lane County District Attorney may file an information in this court charging me as stated above.

_____ **C. Waiver of Pre-adjudicative Rights.** I understand that I have the right to plead "not guilty" to any charges against me. If I plead "not guilty," I understand that I have the following rights and by initialing this section I freely and voluntarily waive all of these rights:

1. The right to remain silent and not incriminate myself;
2. The right to an attorney, court appointed if I cannot afford to hire one;
3. The right to jury trial.
4. The right to a jury finding on any enhancement factors or aggravating circumstances;
5. The right to call and cross examine witnesses and present evidence;
6. The right to testify, or not, on my own behalf;
7. The right to have the state to prove the charges against me by proof beyond a reasonable doubt;
8. ***For UPCS Cases Only:*** I stipulate that the substance seized which resulted in this charge being filed is the substance alleged in the Information filed by the District Attorney, and waive any further testing of the substance.

STIPULATIONS

I agree to enter the Specialty Court Program under (check one):

<input type="checkbox"/> ORS 475.245 Conditional discharge	Applicable to Sections D, E and I
<input type="checkbox"/> ORS 137.532 Deferred proceeding	Applicable to Sections D, E and I
<input type="checkbox"/> ORS 137.533 Deferred adjudication	Applicable to Section F
<input type="checkbox"/> ORS 135.898 Diversion agreement involving service member charged with domestic violence	Applicable to Section G

D. Waivers Pursuant to ORS 475.245 and ORS 137.532. ORS 475.245 and 137.532 require that this agreement contains specific waivers in order for me to take advantage of the conditional discharge or deferred proceeding, I understand that I must waive the following rights to benefit from the conditional discharge or deferred proceeding. I understand that I have the following rights, and by initialing this section, I freely and voluntarily waive all of these rights:

1. The right to a speedy trial and trial by jury;
2. The right to present evidence on my own behalf;
3. The right to confront and cross-examine witnesses against me;
4. The right to contest evidence presented against me, including the right to object to hearsay evidence; and
5. The right to appeal from a judgment of conviction resulting from an adjudication of guilty entered under ORS 137.532, subsection (2) of 137.533(1), and/or 475.245, unless the appeal is based on an allegation that the sentence exceeds the maximum allowed by law or constitutes cruel and unusual punishment.

E. Deferred Proceedings Under ORS 475.245 and ORS 137.532. I understand and agree that, as a condition of entering the Program, I agree to proceed under ORS 137.532 or 475.245. I understand that the Court will defer the proceeding without entering a finding of guilt or a Judgment of Conviction. If I fail to complete the Program, I understand that the Court will find me guilty in accordance with the waivers contained in Sections (C) and (D) in this Petition, I may not contest the sufficiency of the evidence, and the Court will sentence me based upon those findings of guilt and thereby enter a Judgment of Conviction.

F. Deferred Adjudication Under ORS 137.533. I have previously been found guilty of the following charges either by having pled guilty or by way of a stipulated facts trial. I agree to proceed under ORS 137.533.

- I Agree to pay \$100 fee within 90 days of imposition unless the Court allows payment at a later time.
- Under the applicable statute, I understand that the Court will defer the proceeding without entering a Judgment of Conviction. If I fail to complete the Program, I understand that the Court will sentence me based upon the prior finding(s) of guilt, and thereby enter a Judgment of Conviction.

Count	Offense	Plea or Trial Date

G. Stayed Proceedings Under ORS 135.898. I understand and agree that as a condition of entering the Program and proceeding under the diversion pursuant to ORS 135.898 that I agree to waive my right to a speedy trial and I agree to enter a plea of guilty or no contest to each

domestic violence offense charged in the accusatory instrument. I understand I must pay a program fee of \$100 unless waived. I further understand that by proceeding under this statute the Court shall stay further criminal proceedings involving the domestic violence offenses for a definite period not to exceed two years. I understand if I fail to fulfill the terms of this agreement, the District Attorney will terminate this diversion agreement and the Court will resume the criminal proceedings.

 H. Sentence Exposure. I understand that if I am terminated from the Program, the maximum sentence(s) I may receive is (are) as follows:

For my felony charge(s):

Count	Offense	Maximum Statutory Sentence
		<input type="checkbox"/> Twenty (20) years prison and \$375,000 fine; <input type="checkbox"/> Ten (10) years prison and \$250,000 fine; <input type="checkbox"/> Five (5) years prison and \$125,000 fine;
		<input type="checkbox"/> Twenty (20) years prison and \$375,000 fine; <input type="checkbox"/> Ten (10) years prison and \$250,000 fine; <input type="checkbox"/> Five (5) years prison and \$125,000 fine;
		<input type="checkbox"/> Twenty (20) years prison and \$375,000 fine; <input type="checkbox"/> Ten (10) years prison and \$250,000 fine; <input type="checkbox"/> Five (5) years prison and \$125,000 fine;

I understand that the Oregon felony sentencing guidelines apply to all maximum statutory sentences. The Court will review those guidelines and presumptive sentences on the record before accepting my Petition. I understand that the presumptive sentences are controlled by the Oregon felony sentencing guidelines, which my Attorney has explained to me. For example (notwithstanding the maximum statutory sentence) the presumptive sentence for a Level 1, Class "C" Drug Possession felony is 10 days jail and 18 months of supervised probation with standard drug terms.

For my misdemeanor charge(s):

Count	Charge	Maximum Statutory Sentence
		<input type="checkbox"/> One (1) year jail and \$6,250 fine; <input type="checkbox"/> Six (6) months jail and \$2,500 fine; <input type="checkbox"/> Thirty (30) days jail and \$1,250 fine.
		<input type="checkbox"/> One (1) year jail and \$6,250 fine; <input type="checkbox"/> Six (6) months jail and \$2,500 fine; <input type="checkbox"/> Thirty (30) days jail and \$1,250 fine.
		<input type="checkbox"/> One (1) year jail and \$6,250 fine; <input type="checkbox"/> Six (6) months jail and \$2,500 fine; <input type="checkbox"/> Thirty (30) days jail and \$1,250 fine.

 I. Restitution/Fees per ORS 475.245 and 137.532. I understand and agree that, pursuant to ORS 475.245 and 137.532, I may be required to pay any restitution owed to the victim(s) as determined by the Court, and any fees for court-appointed counsel ordered by the Court under ORS 135.050.

____ **J. Supervised Probation.** I understand that, by proceeding under ORS 475.245, 137.532, 137.533, or ORS 135.898, I am agreeing to be placed on supervised probation, and to comply with the conditions of the Order Imposing Supervised Probation, which will include the condition that I successfully complete the Program and may include any other requirements ordered by the probation officer under ORS 137.540.

If I am terminated from the Program for any reason, my Program-specific obligations will cease. I understand that, after termination, I will be sentenced, and that I will likely be sentenced to a new term of probation, with no credit due for any portion of the term or terms of probation I completed during my time in the Program.

I agree to comply with all of the conditions of my probation and follow the directives of my supervising probation officer.

____ **K. Conditions of Probation.** I agree to comply with all of the general conditions of supervised probation under ORS 137.540, including but not limited to:

1. Obey all court orders relevant to me and my case;
2. Report as required and abide by the direction of my supervising probation officer;
3. Promptly and truthfully answer all reasonable questions from my supervising probation officer;
4. I agree to make myself available for a Risk/Needs assessment at the direction of my supervising probation officer.
5. Consent to search of person, vehicle, cellular device or premises upon the request of my supervising probation officer if they have reasonable grounds to believe that evidence of a violation will be found;
6. Do not possess weapons, firearms, or dangerous animals;
7. Remain in the State of Oregon unless written permission to leave is granted by my supervising probation officer or the Court;
8. Do not change my name, employment, nor residence without receiving **prior** permission by my supervising probation officer.

____ **L. Stipulated Supplemental Conditions of Probation.** I stipulate as a condition of entry into the Lane County Specialty Court Program that any restrictions on victim contact contained in the judgment or conditional release agreement in my case will control at the outset. I further agree that my probation officer shall have discretion with regard to modifying contact with named victims and shall have authority to prohibit me from having contact of any kind with the victim.

____ **M. Extension of Probation.** I understand that by signing this Petition, I consent in advance to any and all probation extensions, including *nunc pro tunc* extensions, ordered by the Court. I understand that such extensions will not exceed a period of one year, and that they will only be granted if the Specialty Court team ("Team") determines that the Program requirements cannot be met before my term of probation expires. If I graduate from the Program my probation will expire.

I reserve the right to withdraw my consent to probation extensions at any time by providing the District Attorney with written notice, but understand that withdrawing my consent may potentially lead to termination from the Program, even in the absence of other Program violations.

PROGRAM RULES AND CONDITIONS

- ___ 1. **Non-Exhaustive Rules and Conditions.** I understand that the rules and conditions discussed in this Petition are not the only rules and conditions of the Program. I will be provided with a Specialty Court Handbook (“Handbook”) containing a complete list of all Program rules and conditions at orientation. I also understand that the Program is continually evolving, so as to keep up with current research and best practices. Whenever the Program’s Handbook is updated, I will be notified by my attorney. I agree to abide by the rules and policies of the Program including those that are not specifically set forth in this agreement.
- ___ 2. **Court Attendance.** I agree that I will comply with the requirement that I appear personally for review hearings as ordered by the Court for review of my progress in the Program. I further agree that the Court, my treatment provider, or my supervising probation officer may require me to appear more frequently if my compliance in the program is at issue. If I fail to appear for a review hearing, I understand and agree that the Court can (and likely will) order a warrant for my arrest and order that I be held in custody until the next Specialty Court hearing. I understand the District Attorney can charge me with a new criminal offense of Failure to Appear for missing court appearances.
- ___ 3. **Demeanor and Dress Code.** I will behave respectfully and attentively in the courtroom during my review hearings and while I am waiting for my case to be called. I will turn off my cell phone and all other electronic devices when in Court. I agree to comply with the Court’s dress code, which I will review at Court orientation. I understand that I will be provided with a copy of the dress code in the Handbook. I understand that if I fail to comply with the dress code, the Court may ask me to leave, in which case my absence would be unexcused and could result in a sanction.
- ___ 4. **Contact Information.** I agree to keep my probation officer, my treatment provider, the Program, and my lawyer advised and updated as to my current address and telephone number(s) at all times, within five (5) days of any move or change of contact information.
- ___ 5. **Substance Use Disorder Evaluation & Treatment, Including Inpatient Treatment.** I understand and agree that in order to enter the Program, I must complete a substance use disorder assessment & evaluation as directed by the Court. Additionally, as part of the Program and as directed by the Court, I agree to complete any outpatient and/or inpatient substance use disorder deemed appropriate by the assessor/evaluator and by my treatment provider(s).

6. **Mental Health Evaluation and Treatment.** I understand and agree that in order to enter Mental Health Court, I must complete a full mental health assessment & evaluation as directed by the Court. If I am entering Adult Treatment Court or Veterans Treatment Court, I may be directed by the Court to complete a mental health screening and/or full mental health assessment and evaluation in order to enter or remain in the Program. Additionally, as part of the Program and as directed by the Court, I agree to complete any mental health treatment deemed appropriate by the assessor/evaluator and by my treatment provider(s).
7. **Domestic Violence Evaluation and Treatment.** If the case(s) that I am entering the Program on are related to an incident of domestic violence, I understand and agree that in order to enter into or remain in the Program I may be required to complete an assessment and evaluation for domestic violence treatment, as directed by the Court,. Additionally, as part of the Program and as directed by the Court, I agree to complete any domestic violence treatment deemed appropriate by the assessor/evaluator and by my treatment provider(s).
8. **Health Insurance.** I understand that I must enroll in, or attempt to enroll in, the Oregon Health Plan, or use any health insurance policy I have to defray the costs of my treatment. If I am billed by my treatment agency for treatment services, I agree to notify my attorney of any such billing.
9. **Oregon Specialty Court Consent for the Release of Information.** I understand that I have previously signed an Oregon Specialty Court Consent for the Release of Confidential Information to be screened for the Lane County Specialty Court Programs. I further understand that upon entry into a Lane County Specialty Court Program I will be required to sign any amended versions of the Oregon Specialty Court Consent for the Release of Confidential Information form. If I decline to sign an amended version of the form, I understand it will jeopardize my ability to continue and successfully complete the Program. I will also be required to sign any releases of information directly related to my treatment from any providers in the community, and sign any releases of information necessary for the Team to access my existing mental health, medical and substance abuse records and evaluations. I further understand that if I withdraw or refuse to sign those releases or the Court consent form, I may be disqualified from further participation in the Program. I understand that the Team will use this information to develop treatment plans, monitor my progress in treatment, and determine appropriate outcomes as I progress through the Program. The Team includes (but is not necessarily limited to) representatives from the Lane County District Attorney's Office, Public Defender Services of Lane County, Lane County Defense Consortium, Lane County Parole and Probation, Eugene Police Department, Lane County Department of Human Services, Emergence, the Treatment Court Coordinators, Lane County Circuit Court Judges, Relief Nursery and Sponsors Inc.. The Team for the Mental Health Court Program also includes Laurel Hill Center. The Team for the Veterans Treatment Court Program also includes The Veteran's Association, and Lane County Veteran Services.

I understand that the District Attorney shall not use any of the information released as a part of this condition to prosecute me for a drug possession charge. However, the Court may consider such information in deciding whether to impose sanctions or terminate me from the Program. I further understand that nothing in this section grants me immunity from prosecution on non-drug-related charges.

10. **Specialty Court Confidentiality.** I understand that the law grants me the right to confidentiality regarding conversations between me and my attorney, and that generally my attorney cannot discuss my case with anyone without my prior permission. However, I further understand that as a necessary part of their activities, the Team, including my attorney, will need to discuss my progress and performance in the Program during meetings as well as by e-mail or other means of communication. These discussions can affect my participation or ability to participate in the Program. I understand that my attorney, as part of the Team, **will** discuss my case, my treatment records, and my treatment plans, in order to verify and assist with my compliance and progress within the Program. I understand the Team can only work effectively if discussions and communications between Team members remain confidential. Therefore, those communications will not be shared with me, nor will they be used to prosecute me for any other crime, except to the extent permitted by ORS 3.450.

I understand that if I request a copy of my file, any documents or notes regarding or relating to the Team's confidential communications will be redacted unless otherwise authorized by court order. However, if any consensus is reached about me or my case during or as a result of these communications, I will be told what the consensus is and the general rationale used to reach that consensus. I will also be entitled to see all documents that my lawyer files on my behalf and to ask the lawyer the substance of what he or she said or did.

I understand that if I subsequently decide to challenge the imposition of confidentiality, any such challenge would be outside the scope of my representation by Public Defender Services of Lane County or Lane County Defense Consortium.

11. **Incentives and Sanctions.** I understand that I may receive incentives when I progress in the Program, and sanctions when I fail to comply with Program requirements. Incentives may include (but are not limited to): verbal praise, applause, gift cards, and early placement on the docket. Failure to abide by any rule set forth in the Handbook may result in a sanction. Sanctions may include (but are not limited to): written assignments, sit sanctions, road crew, community service, house arrest, curfews, electronic monitoring, location monitoring or jail time. I understand that the Handbook contains more detailed information about what incentives and sanctions to expect under what circumstances.

12. **Abstinence.** I agree to refrain from using or possessing any controlled substances, including any controlled substances (such as pain medications and steroids) that may legally be prescribed by a physician, unless I have a current valid prescription and am taking the medication in accordance with that prescription. I further agree to refrain from using or possessing legal mind-altering substances including alcohol, marijuana, Spice, and Kratom (but not including caffeine or nicotine), as well as any other substance that may interfere with accurate urinalysis testing (such as poppy seeds). I understand that new mind-altering substances are created and that many of them are created for the explicit purpose of enabling individuals to evade drug tests, and as a result, the Program's drug testing protocol is constantly being updated to detect new substances. I understand I may be in violation of Program rules if I use a substance that is either not approved or could cause a positive urinalysis. I understand that the Handbook provides complete information regarding the Program's abstinence policy.

13. **Urinalysis Testing.** I agree to submit to frequent, random, and observed drug-and-alcohol testing of my urine, or other bodily substances pursuant to program rules and/or order of the Court. A valid sample is a sample that is from **my body** that is testable.

14. **Medication.** I agree to fully inform my treating physician(s) of my substance use history (if any) and of my participation in this Program. If I receive or possess any prescriptions during my enrollment in the Program, I will immediately notify my counselor. If a physician prescribes me a narcotic or any addictive medications, I will immediately inform my probation officer, my counselor, my Attorney, and the Court. I agree to take all medications as prescribed by the prescribing physician and **will not alter the dosage in any way** without first consulting the prescribing physician.

Further, I understand that some over the counter (OTC) medications can be abused or can lead to positive UA results. I understand that I am responsible for what I put in my body, and if I use an OTC medication that results in a positive UA, I may be subject to sanction for that positive UA, regardless of what caused it, and as such, it would be best for me to review the participant Handbook or check with my probation officer and/or counselor before taking any OTC medications to minimize this risk. If my counselor or probation officer advises me against taking such medication, I will obtain a physician's written recommendation before doing so.

15. **Avoiding Triggers.** I agree to take reasonable steps to avoid persons, places, and things that are likely to trigger me to use intoxicating substances. This means that I will avoid knowingly associating with persons who use or possess such substances, avoid places where such substances are commonly kept or sold, and not possess any such substances, paraphernalia, or other items likely to trigger me to use.

16. **Reconnect Application.** Lane County Specialty Court Programs utilize the Reconnect application as a barrier removal, communication, and compliance tool as a part of participation in the program. I agree to download and utilize the Reconnect application on my mobile device while participating in the program. If I do not have a cellular device or cannot afford one, I understand that one can be loaned to me by the program. Participating in the Reconnect application will allow me to communicate with my probation officer, case manager and treatment. I understand that all conversations, video, and photographs are retained within the application and may be shared with the Team. I also understand that my location may be disclosed through the application when sending text messaging through Reconnect. I also understand that the application can be used as a sanction option by the Court for 24/7 location monitoring, curfew or daily check ins. These requirements should be regarded as non-negotiable and will only be modified if the Court determines that an adjustment supports the National Association of Drug Court Professionals (NADCP) best practices.

17. **No Informant Work.** I will not work with any police agency as an informant on drug cases, nor on cases where I may come into contact with illegal drugs. Nothing in this agreement shall prevent me from voluntarily providing historical information to a police agency regarding my involvement with illegal drugs.

- _____ 18. **Law-Abiding Conduct.** I agree to obey all laws (including municipal, county, state and federal) while in the Program. If I am cited, charged, and/or arrested in relation to a new crime, traffic violation, or contempt while I am participating in the Program, that may be grounds for termination even in the absence of other Program violations. If I have contact with law enforcement or if I am cited, charged, or arrested for any new crime, violation, or contempt I will report the citation, charge, and/or arrest to my supervising probation officer within 48 hours.
- _____ 19. **Driving.** If I plan to drive while in the Program, I agree to comply with all motor vehicle laws and regulatory requirements, including all requirements regarding licensing and insurance. If the Court finds that I have driven while intoxicated, my license may be confiscated until I demonstrate that I can maintain sobriety. I am also subject to sanctions within the Program if I drive without complying with motor vehicle laws and regulatory requirements.
- _____ 20. **Education and Employment.** I understand and agree that as a part of the Program, I will be required to provide proof that I received a high school diploma or General Education Diploma (i.e. GED). If I do not have a diploma, I will be required to obtain a GED and I will also be required to obtain and maintain full time employment or enroll in post-secondary education full time, or a combination of part-time work and part-time post-secondary education. These requirements should be regarded as non-negotiable and will only be modified if the Court determines that an adjustment supports the NADCP best practices.
Employment in establishments where the sale of alcohol or marijuana is the primary business will not be permitted under any circumstances. Additionally, employment is prohibited in any adult entertainment industry.
- _____ 21. **Costs, Fees, and Restitution.** I agree to pay fees, fines, restitution or other costs ordered by the Court. Emergence treatment fees may be up to \$10 per week. If I am terminated from the program, any fees ordered are still due and owing, and any funds paid are not refundable.
Restitution must be paid in full prior to graduation unless another arrangement is adopted by the Court and in consultation with the Team.
- _____ 22. **Immigration.** I understand that even if I am a legal resident of the United States, if I am not a citizen of the United States, submission of this Petition and entry into the Program could trigger negative consequences under federal immigration law, up to and including my removal from the United States, even if I successfully complete the program. I affirm that I have discussed any potential immigration consequences of submitting this Petition and entering the Program with my attorney.
- _____ 23. **Grounds for Termination.** I understand and agree that if the Court finds, by a preponderance of the evidence, that I no longer meet, or did not initially meet, the eligibility criteria for entry into the Program, that finding may be grounds for termination from the Program. Further, I understand and agree that if I violate this Specialty Court Agreement, or am cited, charged, or arrested for any new crime, violation, or contempt, I may be terminated from the Program. Certain serious offenses, including but not limited to: attempting to fake urinalysis results,

absconding from the program, and providing controlled substances or alcohol to other program participants will likely lead to a termination hearing even in the absence of prior violations.

24. **Termination in Absentia.** If you abscond from the program for 120 days or more, the state may file a show cause to terminate your participation in the Specialty Court Program. The Court will send a copy of the show cause and notice of a hearing date by regular mail, to your last known address. If you fail to appear in court, the Court can terminate your participation in the Specialty Court Program.
25. **Self-Termination.** I understand that I may voluntarily choose to terminate from the Program if I am unwilling to comply with the conditions of the Program. I will refer to the Handbook for the necessary steps to accomplish self-termination. I will also be required to consult with my attorney to discuss the legal and other relevant consequences of my decision. In order to self-terminate, I understand there can be no pending or outstanding sanctions. I understand that while the Court may not sanction me for my decision to self-terminate, the Court may sanction me for Program violations.
26. **Consequences of Termination.** If I am terminated from the program for any reason, including at my own request, my case will proceed to sentencing, if the charge is a felony, sentencing will be pursuant to the felony sentencing guidelines.
27. **Successful Completion.** I understand and agree that the Court will decide if I have completed the program to satisfaction. Upon such a finding by the Court, that I have successfully completed the treatment program for a **minimum twelve-month period**, the Court will graduate me from the program and dismiss the related charge(s) as per the initial negotiations in the case. See the Charges related section for further information. However, I understand that if I have other criminal charges pending in any court, I cannot graduate from the Program until those charges have been resolved.

Additional Comments:

[illegible]

SIGNATURES

My attorney has fully informed me regarding the consequences of this Petition, and the available alternative options. I am freely, knowingly, and voluntarily agreeing to the above waivers consents, and stipulations, after ample opportunity to discuss them with counsel. I hereby petition the Court to accept me into the Specialty Court Program based upon the waivers, stipulations, and agreements contained in this document.

Dated this _____ day of _____, 20_____.

Defendant

I certify that I am the attorney for the above-named Defendant; that I have discussed the matter of this Petition with the Defendant and advised the Defendant of the constitutional rights described herein; of the agreements described herein; that the Defendant desires to waive these rights and enter into these agreements; that in my opinion the within election is well-founded in law and is not made or filed for the purposes of delay and in support thereof the Defendant will rely upon Article I, Section 11 of the Oregon Constitution.

Dated this _____ day of _____, 20_____.

Attorney for Defendant, OSB# _____

I certify that I am the Attorney for the State; that I have reviewed the matter of this Petition; and that the State does not oppose the entry of the Defendant into the Specialty Court Program at this time.

Dated this _____ day of _____, 20_____.

Assistant District Attorney, OSB# _____

I certify that I am a court certified interpreter and that I have read this document in full to Petitioner in _____ and that I am confident that Petitioner understands the contents of this Petition.

Court Interpreter