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**Defendant's Name**

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**E-mail Address\*** The Office of the State Attorney will update you on your progress in the program at this Email address only.

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Street Address, Apt #

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City, State, ZIP Code

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Telephone Number (including area code)

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Date of Birth\*\*Must be 18 years of age or older to participate

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Clerk of Court Case Number (s) \*\*If Unknown, put N/A\*\*

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Charge (s)

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Court Date

## **MISDEMEANOR DIVERSION PROGRAM CONTRACT**

**THIS AGREEMENT** is made on the date below, by and between Glenn Hess, State Attorney, for the 14<sup>th</sup> Circuit of Florida, and Defendant, as follows:

1. **Term:** By electronically signing this contract, the Defendant acknowledges that he or she must complete the terms of this Misdemeanor Diversion Contract **within 90 days of Acceptance into the program**. The Defendant understands that failure to comply with and/or complete the program will result in the issuance of a warrant/capias for the Defendant's arrest.
2. **Defendant's Performance:** Defendant shall comply with the terms and conditions of the Misdemeanor Diversion Program as follows:
  - A. **Complete the Online Test and pass with a grade of 70% or higher.** Link to take this test is on our website at <http://sa14.fl.gov>.
  - B. **Perform 8 hours of community service through any Non-Profit Organization, and provide proof using our form available on the website and return it to our office.**  
These hours can be performed where you live, and **CANNOT** be done for an individual.  
**\*\*The Defendant may pay an additional \$80.00 in lieu of working the community service hours\*\***
  - C. **Pay the sum of \$200.00 to the State Attorney's Office.** You can pay the fee online with a credit card on our website. **DO NOT SEND CASH OR PERSONAL CHECKS.** You can also pay by money order payable to THE STATE OF FLORIDA. To ensure that we receive the payment, please send the payments via certified or registered mail to:  
State Attorney's Office, c/o Misdemeanor Diversion Program, PO Box 1040, Panama City, FL 32402  
**\*\*The Defendant may complete an additional 20 hours of community service in lieu of paying the fee\*\***
  - D. **Do not violate the law.** Being charged or cited for a violation of law is a breach of the terms of this contract and will result in your termination from the program.

3. **State's Performance:** If, in the sole discretion of State Attorney, Defendant satisfactorily performs the requirements of the Diversion Program, the State Attorney shall dismiss the charge against Defendant.
4. **Notices:** Any correspondence to Defendant, including any notice to appear in court, shall be sent to the **EMAIL ADDRESS** provided by the Defendant and shall be complete upon emailing. The State Attorney will update the Defendant of progress in the program through the Email address above (i.e. acceptance into the program, receipt of online test results, receipt of community service hours completed, payment confirmation, dismissal of the case upon completion of the program's terms, and letters indicating time is about to expire or has expired to completed the program's terms).
5. **Notification:** Defendant shall notify State Attorney, in writing, of any change of e-mail address, or mailing address or telephone contact or of any subsequent arrest for any criminal offense within 72 hours.
6. **Waiver:** Defendant understands that he or she has the right to contest the charge noted above in court and for the trial to begin within ninety (90) days of arrest and hereby waives the right to a speedy trial.
7. **Right to Counsel:** Defendant acknowledges that he or she has the right to consult counsel before signing this contract.
8. **Restitution:** Defendant represents that all claims for restitution arising out of the charge have been paid.
9. **Reinstatement:** If Defendant fails to perform the requirements of this contract, the State Attorney may reinstate the charge against Defendant and any sums paid to the program shall be retained.
10. **Filing:** The State Attorney may file this contract in the County Court; however, it shall not be considered an admission by Defendant.
11. **Representations:** Defendant states that all statements and representations, written or oral, contained in the Application for acceptance and any supporting documentation furnished to State Attorney are true and accurate
12. **Reading and Receipt:** Defendant acknowledges that he or she has received a copy of this contract and program documents and has read them in its entirety.
13. **Acceptance into the Program:** Defendant acknowledges that he or she is not accepted into the Program until the date that the contract is signed by the Assistant State Attorney. It is the Defendant's responsibility to ensure that a contract, signed by the Defendant, has been received by the State Attorney AND signed by the Assistant State Attorney. Once accepted into the program, you should receive an Email at the Email address provided by the Defendant.

**Glenn Hess**  
**State Attorney**  
**14<sup>th</sup> Judicial Circuit of Florida**

\_\_\_\_\_  
 Defendant's Signature

\_\_\_\_\_  
 Date of Defendant's Signature

\_\_\_\_\_  
 Name of Attorney for Defendant (If Obtained)

\_\_\_\_\_  
 Assistant State Attorney

\_\_\_\_\_  
 Date of Acceptance