

FILED

Chris Daniel
District Clerk

MAR - 9 2017

Time: _____
Harris County, Texas

CAUSE NO. 1512986
SPN 02856361

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999 P4

By _____
Deputy

THE STATE OF TEXAS

Deputy

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IN THE 209TH DISTRICT COURT

VS.

OF

KENNETH TROOST

HARRIS COUNTY, TEXAS

MOTION AND AGREEMENT FOR PRE-TRIAL INTERVENTION

COMES NOW KENNETH TROOST, the defendant in the above styled and numbered cause along with his attorney of record, Nicole DeBorde, and the State of Texas, by and through the undersigned Assistant District Attorney; and requests the court to reset this case until March 8, 2018. As grounds for said request the defendant would show the court as follows:

My name is KENNETH TROOST, and this is my true name and I have never used or been known by any other name. I am charged with the felony offense of **Tampering with a Government Record**. This offense is alleged to have occurred in Harris County, Texas, on or about November 4, 2015. **I admit that I am guilty of this offense.** I have never previously been arrested or charged with an offense, other than a minor traffic offense, except as may be explained in an attachment to this motion which shall be made a part hereof for all purposes, in this or any other jurisdiction. I have never been convicted of any offense in this or any other jurisdiction, except as may be explained in an attachment to this motion which shall be made a part hereof for all purposes. I have never been granted probation or deferred adjudication, except as may be explained in an attachment to this motion which shall be made a part hereof for all purposes, nor have I been previously placed in any type of intervention program in this or any other jurisdiction. I have not been arrested or charged as a juvenile other than a minor traffic violation.

I hereby enter into this Pre-trial Intervention Agreement with the Harris County District Attorney's Office and I agree to the terms of Pre-trial Intervention outlined in the Paragraphs below:

PARAGRAPH I: REPORTING

I will report to the Harris County Community Supervision and Corrections Department (hereinafter referred to as the HCCS&CD) today, March 8 2017, and on the 8th day of each and every month thereafter, unless otherwise directed in writing by the HCCS&CD (including any department having courtesy supervision jurisdiction), or by the court, until March 8, 2018.

PARAGRAPH II: FEES

I will pay Fees as directed by the court or by the HCCS&CD at the rate of \$60.00 per month to the HCCS&CD to cover the cost of my participation in the Intervention Program for the duration of my community supervision under this agreement, beginning ~~June 14, 2016~~ 3/9/2017

I will pay Laboratory Fees of \$5.00 per month to the HCCS&CD for the duration of my community supervision under this agreement, beginning ~~June 14, 2016~~ 3/9/2017

I will pay a \$12.50 fee to the HCCS&CD for an Offender Identification Card by ~~June 14, 2016~~ 3/9/2017

PARAGRAPH III: RANDOM SCREENINGS & DRUG/ALCOHOL EVALUTAION & TREATMENT

I will submit to drug/alcohol analysis once a month by authorized personnel of the HCCS&CD, including any department having courtesy supervision jurisdiction; and I will provide proof of any medication(s) legally prescribed to me prior to submitting a specimen.

I will submit to an alcohol/drug evaluation by March 8, 2017 or at anytime thereafter as directed by my Community Supervision Officer; and I will attend treatment and aftercare as recommended or as designated by the Court,

including but not limited to the **STAR Drug Court Program**. I will comply with all program rules, regulations and guidelines until I am successfully discharged or released by further order of the Court. On each reporting date, I will submit written verification of my enrollment, attendance and/or successful completion of the program to my Community Supervision Officer, to be retained in the HCCS&CD's file.

PARAGRAPH IV: COMMUNITY SERVICE

I will voluntarily and faithfully participate in the HCCS&CD Community Service Restitution Program (CSRП). I will perform a total of **24 hours** community service, beginning **March 8, 2017**. In addition to the Community Service Restitution Program (CSRП), I agree that I will also participate faithfully in any other program(s) recommended by the HCCS&CD, including any department having courtesy supervision jurisdiction.

PARAGRAPH V: RESIDENCE, EMPLOYMENT, SCHOOL

During the term of this Pre-trial Intervention Agreement, I will remain in Harris County, Texas. My current home address is 2906 Cedarville Drive, Kingwood, Texas 77345 in Harris County, Texas. I will remain employed full-time during the period of this agreement. I am currently a full time student at South Texas College of Law, located at 1301 San Jacinto, Houston, Texas 77002. I will not change my home address or my place of employment without first giving written notice to the HCCS&CD, including any other department having courtesy supervision jurisdiction, within **forty-eight (48) hours** of each such change. I must submit proof of employment to my Community Supervision Officer.

PARAGRAPH VI: OTHER TRAVEL PROVISIONS WITHIN THE STATE OF TEXAS

I understand that during the term of this Pre-trial Intervention Agreement, I may NOT travel outside of Harris County, Texas and its contiguous counties unless I have received prior written permission from the Court.

PARAGRAPH VII: SURRENDER OF TCOLE

I will surrender my TCOLE license through the Harris County District Attorney's Office Public Integrity Division no later than **March 8, 2017**. I will not represent myself as a police officer after this date, nor will I work as a police officer after this date.

PARAGRAPH VIII: OTHER PROVISIONS

I agree that I will not violate the laws of this State, any other state, the United States, or any political subdivision of these jurisdictions during this intervention period. I agree that should any such violation occur, this agreement is immediately void and without force and effect.

I will appear in this court as directed by the court or by the Department. Notice of my appearance may be mailed to me at the above home address unless I have given written notice of a new home address to the Department, in which event written notice to the new address shall be sufficient. If I do not appear in this court as directed I understand a warrant will be issued for my arrest.

Based upon the above representations by the defendant herein, the State of Texas and the defendant hereinafter called the "parties", now enter into the following agreement:

That if the defendant does not satisfactorily participate and complete all the terms and conditions of this agreement that this agreement is void and the above styled and numbered cause will be scheduled on this court's docket as if there had been no intervention agreement.

The defendant agrees that the Harris County District Attorney (or her Assistant District Attorney) may declare this agreement void at any time, and in such event, this criminal action will be docketed with the court as if there had been no intervention agreement. **The defendant further agrees in the event this occurs, this Pre-Trial Intervention Agreement will be admissible as an admission of guilt.**

The defendant acknowledges that he may not be eligible for an expunction upon the completion of this agreement and the dismissal of this case. The defendant agrees that this case will be controlled by the terms of the Texas Code of Criminal Procedure, Article 55.01, and, if under the terms of that statute, he is eligible for expunction, he will not seek

expungement of his criminal record for two (2) years from the date that he successfully completes this Intervention and the case is dismissed from the docket of this court.

The parties agree that if the defendant successfully completes the terms and conditions of this agreement to the satisfaction of the district attorney, the district attorney will move to dismiss the above styled and numbered cause.

I, KENNETH TROOST, the defendant herein, have read all of the above agreement and hereby swear it is true and correct and represent the total agreement between the State of Texas and me.



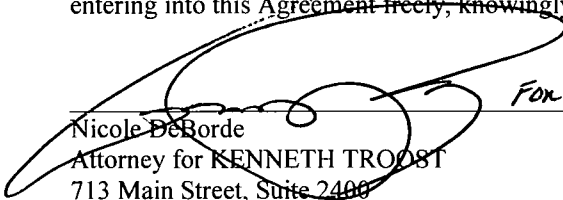
KENNETH TROOST, Defendant
SPN 02856361

SUBSCRIBED AND SWORN TO before me this 9 day of 3, 2017.

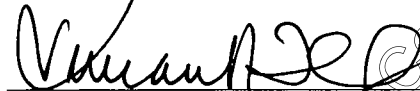
Clerk
209th District Court
Harris County, Texas

Printed Name of Defendant: KENNETH TROOST
Address: 2906 CEDARVILLE DR. KINGWOOD TX 77345
Telephone: 832-563-8777

I certify that I have advised and counseled the defendant, KENNETH TROOST, about the terms and conditions of the foregoing Pre-trial Intervention Agreement; that the defendant understands all the terms and conditions; and that he is entering into this Agreement freely, knowingly, and intelligently.

 For ND
Nicole DeBorde
Attorney for KENNETH TROOST
713 Main Street, Suite 2400
Houston, TX 77002
Telephone: 713-526-6300

Agreed to, and approved by Vivian King, Assistant District Attorney for Harris County, Texas.


Vivian King
Assistant District Attorney
Chief of Staff
Harris County, Texas

FILED
Chris Daniel
District Clerk
MAR 09 2017
Time: _____
By: _____
Harris County, Texas
Deputy

Unofficial copy Office of Chris Daniel District Clerk

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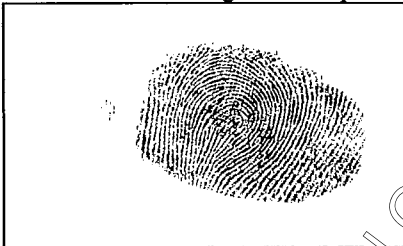
O R D E R

Upon Motion by the defendant, and agreement by the State of Texas, by and through the District Attorney of Harris County, Texas, and the Court ORDERS that:

1. That the above styled and numbered cause is hereby reset until March 8, 2017, unless otherwise ordered by this Court.
2. The defendant, KENNETH TROOST, shall pay a pretrial intervention fee of \$60.00 and a laboratory fee of \$5.00 for each month this agreement is in effect. This payment shall be made to the Department, which is hereby ordered to collect said amount and to supervise the performance of this agreement;

Signed and ordered this 9 day of 3, 2017.

Defendant's Right Thumbprint



Judge McSpadden
209th District Court
Harris County, Texas

FILED
Chris Daniel
District Clerk
MAR 09 2017

Time: _____
Harris County, Texas
By _____
Deputy

Unofficial Copy Office of Chris Daniel District Clerk