

THE STATE OF TEXAS

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IN THE DISTRICT COURT

VS.

216th JUDICIAL DISTRICT

ROY ERWIN WHITE, JR.

KERR COUNTY, TEXAS

DWI TERMS AND CONDITIONS OF COMMUNITY SUPERVISION

The Court Orders the following terms and conditions of Community Supervision:

COMMIT NO NEW OFFENSE

(a) Commit no offense against the laws of this State, of any other State or of the United States;

AVOID INJURIOUS OR VICIOUS HABITS

(b) Avoid injurious or vicious habits; Defendant shall abstain from all use or possession of narcotic drugs or controlled substances and all alcohol; do not frequent any establishment where the primary purpose is the sale or consumption of alcoholic beverages;

AVOID PERSONS OR PLACES

(c) Avoid persons or places of disreputable or harmful character; Defendant shall not enter onto the premises, including the parking lot, of any bar, pub, tavern, or drinking establishment whose primary purpose is then sale or consumption of alcoholic beverages and places where controlled substances are possessed; Defendant shall not associate with or be in the company of any person under indictment, on Community Supervision for any offense, or on parole;

REPORTING

(d) (1) Report to the Community Supervision Officer at the Community Supervision Office within twenty-four (24) hours from date of this judgment, and thereafter monthly on or before the 10th day of each month;

(2) Report to the Community Supervision Officer (in addition to the reporting required by above), when, where, and in the manner as may hereafter be ordered by the Court through the Community Supervision Officer;

HOME VISITS

(e) Permit the Community Supervision Officer to visit the Defendant at Defendant's home, work, or elsewhere at any and all times;

WORK

(f) Work faithfully at suitable employment as far as possible, and present written verification or other proof of attempts to secure employment every month you are unemployed;

REMAIN WITHIN STATE

(g) Remain within the State of Texas, unless Defendant shall have first secured the written consent of the Court to leave the State and filed it in the papers of this cause;

NOTIFY CHANGE OF ADDRESS/EMPLOYMENT

(h) Notify the Community Supervision Officer in writing within twenty-four (24) hours of change of address and/or employment;

PAY FINE, COURT COSTS, COMMUNITY SUPERVISION FEE, COURT APPOINTED ATTORNEY FEES, CRIME STOPPERS

(i) Pay the following sums as indicated or beginning 30 days following release from any court ordered facility:

- (A) Court costs of \$ 485 INSTANTER (or as directed by further order of this court or by an agreed payment plan) Payable to KERR County District Clerk;
- (B) Pay a \$500.00 fine INSTANTER (or as directed by further order of this court or by an agreed payment plan) Payable to KERR County District Clerk;
- (C) Pay a Community Supervision fee of \$ 60.00 per month every month of the Community Supervision period, the first of such payments to be made not later than thirty (30) days from the date hereof, and a like payment not later than the same day of each and every succeeding month;
- (D) Make restitution to this County in the amount of \$ -0- INSTANTER for the court appointed attorneys fees awarded herein, (or as directed by further order of this court or by an agreed payment plan) Payable to Kerr County District Clerk;
- (E) Pay \$50.00 to local Crime Stoppers no later than six (6) months after the date of this Judgment or after release from any court ordered facility;
- (F) All sums so required to be paid by you shall be paid to the Adult Community Supervision Officer of this county at his/her office for disbursement; and/or to the County Collections Department as directed by the Community Supervision Department; Court cost, fine, and attorney fees payable to Kerr County District Clerk.

SUPPORT DEPENDENTS

(j) Financially support Defendant's legal dependents;

FINANCIAL STATEMENT

(k) File with the Community Supervision Officer at the Community Supervision Office, between the first and tenth day of every month next following a default in any payment required of Defendant by the Judgment, a detailed statement in writing under oath of all income and expenses received and expended by the Defendant during the entire month in which the default occurred, and list all assets owned at that time;

CSR

(l) Perform 200 hours of community service time under the direction and supervision of the Adult Community Supervision Office, said community service time to be served at the rate of _____ () hours per month, beginning in the month next following entry of this judgment, and continuing at said monthly rate each month thereafter until the total hours of community service have been served in full;

UNDERGO COUNSELING AND EVALUATION

(m) At Defendant's expense, undergo evaluation and counseling as directed by the Community Supervision Officer;

RESTITUTION

(n) Make Restitution to the party or parties shown on the front page of this Judgment, in the total amount of \$60.00 payable in monthly payments of \$_____, the first of such payments to be made not later than sixty (60) days from the date hereof, or 30 days following the release from any Court ordered facility, and a like payment on the same day of each month thereafter until paid in full;

PARENTING PROGRAM

(o) If Defendant is a parent of any child, report to and attend a parenting program as directed of the Community Supervision Officer, at the sole expense of the Defendant, to be evidenced by a certificate of completion to be signed by the instructor of said program and delivered to the Community Supervision officer;

DRUG TESTING

(p) Submit to testing for the presence of alcohol, narcotics, drugs, dangerous drugs, or other substances in your body whenever requested by the Court and/or the Community Supervision Officer. Such tests shall be paid for by the defendant;

Defendant shall submit, at his own expense, every 180 days to hair follicle testing through the Community Supervision department or other approved testing facility to test for the presence and ingestion of narcotics, controlled substances, and marijuana during the Community Supervision term. Defendant shall sign a release allowing the Community Supervision officer to obtain the results of said testing if testing is referred to another entity;

USE NO DRUGS

(q) Use no drugs or controlled substance of any nature whatsoever unless prescribed by a licensed physician as current medication;

GPS/ELECTRONIC MONITORING

(r) Defendant agrees to submit to GPS/electronic monitoring and waives any objections to such monitoring under the conditions prescribed by and at the direction of the Community Supervision Officer; unless waived in writing by the Community Supervision Department, Defendant shall pay all expenses of said monitoring.

CURFEW

(s) Defendant shall abide by a curfew, to wit, Defendant shall be inside his/her residence and there remain between the hours of 11:00 pm and 6:00 am;

EDUCATION

(t) If the Defendant has not obtained a High School Diploma or equivalent thereof, he/she must successfully obtain a G.E.D.;

SEARCH

(u) Defendant shall consent to a search of Defendant's person or residence including all outbuildings at his/her residence, cell phone, electronics, or of any vehicle in which Defendant is found at any time by the Community Supervision officer, without prior notice or search warrant, to determine if Defendant is in compliance with the conditions of his/her Community Supervision;

FIREARMS

(v) Defendant shall not purchase, own or possess, or attempt to purchase, own or possess any firearm or ammunition. Defendant shall not reside at any residence where another is in possession of firearms;

PROVIDE DRIVER'S LICENSE

(w) Provide a copy of Defendant's valid driver license from the state of permanent residence, or valid state issued identification card from the state of permanent residence and a copy of his/her social security card at the time of intake appointment with the Community Supervision officer. If Defendant does not possess said items, Defendant shall, within 45 days from the date of this judgment, obtain or apply to obtain, said documents and immediately provide proof of same to the Community Supervision Officer;

DNA

(x) Within ninety (90) days of the date of this judgment, Defendant shall provide a DNA sample under Subchapter G, Chapter 411, Government Code, for the purpose of creating a DNA record of the defendant, unless the defendant has already submitted the required sample under other state law;

PROVIDE COPY OF INCOME TAX RETURN

(y) Submit annually an exact duplicate of his/her income tax return, and any extensions to file said income tax return, to the Community Supervision Officer within 7 days of submission of same to the Internal Revenue Service (IRS). If Defendant is delinquent in any fees or costs due to the CSCD (Community Supervision Department) or to the County at the time of the filing of said tax return, the Defendant shall request any refund due to the Defendant be made by check (not direct deposit) and the Defendant shall immediately upon receipt of said refund check endorse and provide said check to CSCD to be applied to any delinquencies for Community Supervision fees, court costs, fines, attorney's fees, and restitution.

COUNTY JAIL TERM

(z) As a condition of Community Supervision, the Defendant shall be incarcerated in the County Jail of this county for a term of _____ days, such incarceration to begin immediately;

SHALL NOT COMMUNICATE IN ABUSIVE MANNER

(aa) Defendant shall not communicate in an abusive or offensive manner with any Community Supervision officer or staff of the Community Supervision department. "Abusive or offensive manner" includes any conduct that would constitute disorderly conduct, profanity, threats, yelling, and failing to immediately obey directions or instructions from the Community Supervision officer or staff to cease such conduct;

PAY RESTITUTION FOR PHYSICAL EXAMINATION

(bb) If required, Defendant shall pay restitution to said County, at the rate \$5.00 per month until paid in full, for the expense of a physical examination prior to his/her admission to any Treatment Center;

REPAY CRIME STOPPERS REWARD

(cc) Pursuant to Article 37.073, Texas Code of Criminal Procedure, repay the entire amount of any crime stoppers reward which has been paid out in this case. In determining that the Defendant shall pay the entire amount of such reward, the court has considered: (1) the ability of Defendant to make such payment and the financial hardship on the Defendant to make the required payment; and (2) the importance of the information to the prosecution of the Defendant, and the Defendant has agreed to said restitution;

COMPLETE CLASSES/PROGRAMS AS INDICATED BELOW:

(dd) Immediately enroll, participate and successfully complete the following:

- (1) DWI Intervention Program (Repeat Offender Program)
- (2) Victim Impact Panel
- (3) DWI Education
- (4) Drug Offender Education Program
- (5) Batterer's Intervention Prevention Program (BIPP) or, for male defendants, The Life Training Institute Program through Christian Men's Job Corps
- (6) Anger Management or, for male defendants, The Life Training Institute Program through Christian Men's Job Corps
- (7) Cognitive Education Program
- (8) Life Skills Program or, for male defendants, the Life Training Institute Program through Christian Men's Job Corps
- (9) Ignition Interlock (see attached)
- (10) Other _____

COMPLETE TREATMENT AS INDICATED BELOW:

(ee) Complete the following treatment or community corrections program as directed by your community supervision officer:

- (1) SAFPF
- (2) Concho Valley CCF
- (3) Uvalde CCF or Roy K Robb CCF
- (4) Burnet ISF (33rd & 424th Judicial District)
- (5) Gonzales ISF
- (6) Other _____
- (7) Outpatient treatment, namely, _____, or as directed by the supervision officer

IGNITION INTERLOCK

- (ff) The defendant shall, within seven (7) days of this Order, have an alcohol specific Ignition Interlock device installed in any vehicle he/she owns or to which he has regular access, designed so that the vehicle cannot be operated if the defendant has been drinking alcohol. Camera Unit Required (if available).
- A. Defendant shall not operate a motor vehicle not equipped with an Ignition Interlock device.
- B. Defendant shall not allow another person to submit a breath sample into said Ignition Interlock device, except in a bona fide emergency or while the motor vehicle is being serviced by a mechanic or by a person legitimately performing maintenance or repairs on the motor vehicle or Ignition Interlock device.
- C. Defendant shall not attempt to remove, adjust, tamper with or circumvent the ignition interlock system.
- D. Defendant shall have the said Ignition Interlock device calibrated at least once every thirty (30) days. Defendant shall keep said Ignition Interlock device maintained as required by the installer of said device.
- E. Defendant shall be responsible for all fees and costs incurred as a result of having said Ignition Interlock device installed, calibrated and maintained.
- F. Upon an initial test violation, defendant shall immediately submit to at least two more breath samples into the ignition interlock device, for a total of at least three consecutive breath samples.
- G. Defendant shall follow and comply with all instructions given in the ignition interlock provider's training session or training video and instructional handout.

By the term "Community Supervision Officer" as used herein is meant the County Community Supervision Officer for the county in which this case is filed; by the term "Community Supervision Office" is meant the office of said county's County Community Supervision Office located at Kerrville, Texas; by the term "Defendant" is meant the Defendant in this cause.

All payments required by Defendant by this Judgment shall be paid at the Community Supervision Office within the time specified.

This Court reserves all rights vested in it by law to control, by its further orders, modification and termination of the provisions of the Community Supervision hereinabove set out, its jurisdiction being thereby expressly reserved until the satisfactory fulfillment of the conditions of said Community Supervision.

SIGNED this the 27th day of February, 2020.



JUDGE PRESIDING

I, Roy Erwin White, Jr., defendant herein, acknowledge that I have read this Community Supervision Judgment prior to the entry of my plea of guilty or no contest in this case. As part of my plea bargain agreement with the State, I agree to comply with all the terms and conditions set out in this judgment. I agree to pay court costs and court appointed attorney's fees as a condition of my Community Supervision. If my Community Supervision is revoked, I agree to report to the Court Compliance Department within thirty (30) days from my release from confinement. I agree to continue to report, in person, and under oath confirm my financial status to said department until I am employed or otherwise able to make payments to said department for said costs and attorney's fees.

I currently hold a Teaching Certificate: Yes No



Attorney for Defendant



Defendant

cc: Lucy Wilke, Dist. Atty
Harold Danford
Sheriff's Office
Comm. Supv. Ofc.