***Updated 010516 Rules and Conditions for Supervised Probation***

**IN AND FOR THE DISTRICT COURT OF CREEK COUNTY**

**STATE OF OKLAHOMA**

**STATE** **of OKLAHOMA,** Plaintiff ) Case No(s). \_\_\_\_\_\_\_\_\_\_\_\_\_

 vs ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Defendant )

**DEFENDANT’S REQUEST FOR, ACKNOWLEDGEMENT OF, AND AGREEMENT TO**

 ***THE RULES AND CONDITIONS OF SUPERVISED PROBATION***

**UPON DEFENDANT’S REQUEST FOR SUPERVISED PROBATION**

Comes now the above-named defendant and submits this acknowledgement and agreement and hereby requests this Honorable Court to order probation in this case(s) and avers and asks the Court to rely on my statements herein, as follows:

1. I will report as directed by the Probation Office, the Court, or the District Attorney’s Office. My primary reporting station is: [ ]  *Department of Corrections, Probation and Parole Office, 9 North Water, Sapulpa, OK 74066 (918) 224-4578*

 [ ]   *District Attorney Office, Creek County Courthouse, 222 E. Dewey Ave., Rm 402, Sapulpa, OK 74066*

 [ ]  *Community Sentencing / Corrections* - *Human Skills & Resources (HSR), 2 North Water Street,*

 *Sapulpa, OK 74066 (918) 224-0225*

1. I will not leave the State of Oklahoma, without written permission of the judge or of my probation officer, nor will I leave Creek County or change my address without *first* notifying my probation officer. I will allow a probation officer or law enforcement officer to visit me at my home, employment, or wherever I may be.
2. I will maintain lawful, paid employment of no less than 40 paid hours per week and provide written employment verification to my officer upon request. I will support myself and all my dependants, without public assistance, so long as I am physically able to do so. I will notify my probation officer when I change employment.
3. I will not possess, consume, or purchase alcoholic beverages or drugs other than drugs legally prescribed to me by a licensed healthcare professional. I will not visit places where alcohol or illegal drugs are sold, dispensed, or used. I further understand that I am not to go into bars, liquor stores, taverns, clubs, parties, or places where alcohol is the main item for sale or consumption. I understand that I will be subject to random alcohol and drug testing regardless of the charge(s) herein, and that I must pay for such testing.
4. If my plea herein is for unlawful possession, conspiring, endeavoring, manufacturing, distribution or trafficking of a precursor or methamphetamines under the provisions of Section 2-322, 2-332, 2-401, 2-402, 2-408 or 2-415 of Title 63 of the Oklahoma Statues, then I understand that I am not to purchase, possess, or have any control of any compound, mixture, or preparation which contains any detectable quantity of or form of **pseudoephedrine** and to do so is a violation of probation and of Oklahoma Law.
5. I will not associate with *persons having a felony criminal record*. I understand that it is my responsibility to know whether an associate has a criminal record. I will advise of any family member who is a felon or on probation.
6. If my plea is to DUI or APC, it is my duty to learn about and follow all statutory provisions relating to same.
7. If my plea is to the crime of or involves Domestic Abuse - Assault and Battery, I will timely complete a Batterer’s Assessment and follow the recommendations provided.
8. I will promptly and truthfully answer all inquiries from Probation officials or law enforcement personnel. I will carry out all lawful instructions they may give.
9. I will not harass, threaten, embarrass, annoy, or interfere with, either directly or indirectly, any victim, witness, family member of any victim or witness, or any other person including lawyers and court personnel associated with this case.
10. I will not carry a weapon of any type, nor will I have a firearm or firearm replica in my possession or immediate control. I will not drive nor ride in any vehicle that has a firearm in it.
11. I understand that I am to remain under supervision as ordered by the Court and pursuant to State Law.
12. I will not violate any Municipal, State, Tribal, or Federal law. I will advise the probation office if I am questioned or arrested by any branch of government or any of its representatives whether law enforcement or otherwise and will so advise the probation office within 48 hours of such contact, excepting weekends and state-recognized holidays.
13. I understand that I am subject to search by my probation officer or law enforcement at any time and at any location. In addition, my vehicle and any property under my control or in an area close to me are subject to search. I understand that this is an irrevocable waiver by me of my 4th Amendment rights under the Constitution and any attempt to revoke this waiver is and shall be a violation of these rules and be just cause to revoke or terminate the probation.
14. I understand that a violation of any rule or condition may result in the imposition of sanctions, revocation, or acceleration of my sentencing, and any of these may result in my incarceration.
15. I will follow any lawful instruction given to me by the Court, the probation office, or law enforcement, and I will abide by all rules and conditions imposed by the Court.
16. I will follow and complete any plan imposed by the probation office and timely complete any and all community service hours which may be ordered.
17. I will submit DNA sample(s) if required by law or by my probation officer, and I will pay the costs associated therewith. I hereby waive confidentiality of medical matters under H.I.P.P.A. rules and direct the release of such to the Court, to my probation officer, or to any member of law enforcement.
18. I will pay all fines, assessments, court costs, $40/month probation fees, $40/month prosecution reimbursement fees as applicable, restitution, and any and all other amounts ordered by the Court or otherwise required by law. I will pay restitution, when determined by the Court or by agreement with the District Attorney’s Office. *Restitution and prosecution reimbursement fees shall be paid by cashier’s check or money order through the District Attorney’s Office and shall be made payable to: District Attorney #24.*

**SPECIAL CONDITIONS**:

[ ]  Restitution is agreed to as $\_\_\_\_\_\_\_\_\_\_\_\_\_or [ ]  is to be set by the DA Office;

[ ]  I agree to perform \_\_\_\_\_\_\_ hours of Community Service;

[ ]  If I now work at a bar, liquor store, tavern, club, or a place where alcohol is the main item for sale or consumption, I will notify my probation officer immediately and request permission before I continue in that job.

[ ]  I agree to: [ ]  complete job skills training; [ ]  get a G.E.D.; [ ]  complete Mental Health treatment;

[ ]  obtain Financial Counseling; [ ]  obtain Substance abuse counseling; [ ]  Complete Anger Management Course; [ ]  Complete Batterer’s Course; [ ]  Execute Drug Court Participant Contract & complete the terms therein;

[ ]  Complete DUI School; [ ]  Complete Defensive Driving; [ ]  Complete Victim Impact Panel (VIP);

[ ]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Note: DUI means Driving Under the Influence; APC means Actual Physical Control; CDS means Controlled Dangerous Substance; DWI means Driving While Impaired; DA means District Attorney.]**

Requested and Agreed to by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Defendant Date

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Defendant’s Attorney Date O.B.A. No.

**ORDER**

 The above and foregoing is accepted and ordered by this Court this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Judge of the District Court 010516

**NOTICE**

(*THIS NOTICE IS TO BE REMOVED AND GIVEN TO THE DEFENDANT*)

Your probation has a $40.00 monthly prosecution reimbursement fee which must be paid *in addition to* probation fee(s) if not supervised by the District Attorney. This fee is to be paid for the first 24 months of probation.

(See 22 O.S. §991d.A.2. et al)

**You *must report* to the 4th floor of the Courthouse to the**

 **Office of the District Attorney**

**to set up payments.**

Payments by cashier’s check or money order shall be made payable to:

Office of the District Attorney, #24

222 E. Dewey Ave., #302

Sapulpa, OK 74066

Failure to do so is a probation violation and may result in additional actions against you.

010516