



# BANNOCK COUNTY AGREEMENT OF SUPERVISION



Name:  
Case:  
ID:

Soc. Sec:  
Judge:

I, \_\_\_\_\_, agree to be directed and supervised by Agents of the BANNOCK COUNTY MISDEMEANOR PROBATION office and to be accountable for my actions and conduct to the BANNOCK COUNTY COURT. I further agree to abide by all conditions of probation as ordered by the court and set forth in this Agreement, consistent with the laws of the state of IDAHO. I fully understand that violation of this agreement and/or any conditions thereof, or any new convictions for a crime, may result in action by the Court causing my probation to be revoked or my probation period to be extended.

Having initialed each of the foregoing terms, I agree to be bound by them in and for the duration of my probation, as set previously by the Sixth Judicial District Court of Idaho.

- 1) [            ] VISITS: ..... Permit visits to my place of residence, employment, or elsewhere by officers of Adult Probation, Police, or other State and Local officials for the purpose of ensuring compliance with the conditions of the AGREEMENT OF SUPERVISION.
- 2) [            ] REPORTING: Not abscond from probation of supervision. 1- Reporting: Report as directed by the Bannock County Department of Probation. 2- Residence: Establish and reside at a residence of record and not change residence without first obtaining permission from your supervising Officer; including (but not limited to) temporary overnight stays anywhere other than your previously reported residence. 3- Travel: Not to leave the state of Idaho, even briefly, or any other state to which I am released or transferred to without prior written permission from the assigned supervising officer(s).
- 3) [            ] CONDUCT.. Obey and follow all local, state, federal and municipal laws governing citizens.
- 4) [            ] WEAPONS . Not possess, have under control, have in my custody or on the premises where residing any explosives or explosive material, firearms or dangerous weapons (Dangerous Weapon is defined as any item that in the manner of its use or intended use is capable of causing death or serious bodily physical injury).

Not purchase, attempt to purchase, or TRANSFER (Pawn or otherwise) ANY FIREARM, Bow, or projectile device at *any time* during my probation.

Exceptions to this condition may be made by the supervising officer and must be in writing. This waiver will only apply to individuals on probation for a misdemeanor and who have never been convicted of a felony crime.

- 5) [            ] CHEMICAL ANALYSIS...Abstain from the illegal use, possession, control, delivery, production, manufacture or distribution of controlled substances.

Abstain from the use of any un-controlled drug , including but not limited to substances that purport to mimic the effects of marijuana, such as spice or ANY of its derivatives and/or related substances, unless prescribed by a physician for a legitimate medical condition, and only as approved by your supervising probation officer.

Submit to ANY tests for use of alcohol, controlled substances (including but not limited to tests of bodily fluids) when requested by my probation officer, police officer, or counselor at my own expense.

An untimely, invalid, adulterated, or diluted test will be considered a FAILURE/REFUSAL to test as required.

- 6) [ ] SEARCHES Permit officers of Adult Probation and any other Police Officer to search my person, vehicle, residence, outbuildings, curtilages, storage, or any other property under my control without a warrant at any time and any place, day or night which permission constitutes a waiver of my fourth amendment constitutional right to be free of such searches.
- 7) [ ] SEIZURES.. If at any time, as stated in #6 above, any supervising Probation Officer or Police Officer searches my person, property, residence, or any other property under my control, that officer can and may seize ANY ILLEGAL property, contraband, or item(s) that are deemed inappropriate for my control or possession. The supervising officer may release the item(s) back to me – if the item(s) are not illegal in nature and not used as evidence in any probation violation or new criminal case or proceeding after the successful conclusion of probation (You must IN WRITING request for the item to be returned).
- 8) [ ] ASSOCIATION...Not knowingly associate with any person who is involved in criminal activity or who has been convicted of a misdemeanor OR felony without the written approval of the supervising Probation Officer. Not enter ANY establishment, residence, building where the primary source of income is the sales of Alcoholic beverages – private or public. Not frequent ANY place, house, building, or area where the use of alcoholic beverages OR controlled substances are being consumed – or anywhere people are frequently arrested for the use of controlled substances. Not associate with ANY person that: 1) uses or is known to use any illegal controlled substance 2) is currently on Federal, State, County, Juvenile probation or any other type of supervised probationary state for any type of crime – including (but not limited to) Mental Health Court, Drug Court, or any type of diversionary program.
- 9) [ ] EMPLOYMENT...Unless otherwise authorized by the supervising officer; seek, obtain and maintain verifiable, lawful, full-time employment (more than 32 hours per week minimum) as approved by supervising officer. Notify the supervising officer of any change in my employment within 48 hours of any change or loss of employment.
- The only exception to this provision of probation is to be enrolled at least full time (12 credit hours) OR MORE while on probation. In addition any part-time employment including part time enrollment (12 credit hours or LESS), combined will be acceptable towards this provision of probation, as approved through your supervising Probation Officer.
- 10) [ ] TRUTHFULNESS...Be cooperative, compliant and truthful in all dealings with the Probation office and supervising officer. If arrested, cited or questioned by a peace officer, notify the supervising officer within 24 hours of the incident.
- 11) [ ] SUPERVISION FEES...I will reimburse the county for the cost of my supervision at the rate of \$35.00 for the first month and \$35.00 per month thereafter while on any level of supervision, up to \$840.00. I understand that should I fail to pay the fines and costs ordered by the court in accordance with financial contracts (enacted with Judicial Enforcement office – room 103), that said fines and fees will be sent to a collection agency. That said agency will assess an additional 33% of the money owed as a collection fee.
- 12) [ ] RESTITUTION...I shall pay restitution and other fees as ordered in the sum of \$ TBD, according to my court financial agreement(s). I understand I also must be current on child support, civil collections, and other financial obligations owed or due, including (but not limited to) Federal and State Taxes, and other court and civil judgments.
- 13) [ ] JAIL ORDERED...I shall report to the appropriate county detention facility on the dates and times specified on the Court Order of Commitment. I shall NOT report to this facility with any

alcohol and/or controlled substances in my system or in my possession. I will also refrain from any use of alcohol while on work release with any Correctional facility or during the ordered probationary period. I also understand that Discretionary Jail Time may be included as sanctions in lieu of a probation violation in the discretion of the Probation Officer from the court of Judgment.

14) [ ] SPECIAL CONDITIONS:

- Reinstate license when eligible (if currently suspended). Apply for restricted permit if desired. If you have an OUT of STATE Driver License, you must transfer your licensure to this state immediately – or immediately upon reinstatement. Failure to do so is against Idaho State Law and your probation.
- ADDENDUM(s) to this Agreement of Supervision will be completed by your supervising probation officer once you have obtained and attended the next Probation Officer Appointment. You are hereby required to obtain and attend such appointments to complete your probationary intake. Treatment/counseling/etc. will be determined at that time – commensurate with your sentencing order.
- Complete an alcohol/drug evaluation (from a STATE-licensed evaluator) immediately or  within \_\_\_\_\_ days . Ensure that a copy of that evaluation is provided to your supervising Probation Officer immediately after completion. Complete ANY/ALL recommendations made by that evaluation. Provide proof of completion (and quarterly progress reports) to your Supervising officer.
- Complete an alcohol/drug program on or before \_\_\_\_\_. Complete ANY/ALL recommendations made by their facility. Provide proof of completion (and quarterly progress reports) to your Supervising officer.
- Complete \_\_\_\_\_ AA meeting(s) per week for the duration of your probation. Turn in completed AA cards monthly or at scheduled appointments with your supervising probation officer.
- Complete \_\_\_\_\_ hours of community service at a pre-approved and pre-arranged facility. Pay your CS fee previous to beginning ANY work performed (\$\_\_\_\_\_). Turn in completed time cards monthly or at scheduled appointments with your supervising probation officer. Complete ALL hours of community service on or BEFORE \_\_\_\_\_.
- Per your judgment, you MUST complete \_\_\_\_\_ days of SCILD (Sheriff's & Commissioners Inmate Labor Detail) on or before \_\_\_\_\_. Any questions or problems or questions with this requirement, contact your supervising Probation Officer immediately.
- Other: DO NOT COMMIT ANY ACT OF VIOLENCE, ASSAULT, BATTERY, INTIMIDATION, HARRASSMENT, OR STALKING.
- Other:

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I have read, understand, and agree to be bound by this agreement. If I violated any of the conditions of this agreement or my sentencing order, the Court may revoke my Probation and take appropriate action against me, and I hereby acknowledge a copy of this agreement.

Dated this \_\_\_\_\_.

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Defendant

I hereby acknowledge that I have discussed, in detail, the foregoing Bannock County Agreement of Supervision – terms and conditions of Probation with the above listed client.

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Probation Officer/Court Officer/Judge  
Witnessing Signature