

Location
180 N. IRBY STREET
COUNTY COMPLEX, 206
FLORENCE, S.C. 29501

OFFICE OF THE SOLICITOR
TWELFTH JUDICIAL CIRCUIT
PRETRIAL INTERVENTION PROGRAM

Mail
CITY COUNTY COMPLEX
180 N. IRBY STREET MSC-Q
FLORENCE, S.C. 29501

APPLICATION

I. **PERSONAL:**

Last Name: _____ First Name: _____ M.I. _____

Nickname/Alias/Maiden Name: _____

Street Address: _____ Mailing Address _____

City: _____ State: _____ Zip Code: _____

Cell Phone: _____ Home Phone: _____

Drivers License: _____ Social Security #: _____

Date of Birth: _____ Age: _____ Race/Sex: _____ Ht. _____ Wt. _____

Place of Birth: State: _____ County: _____ City: _____

II. **LEGAL REPRESENTATION:**

Private Attorney _____ Public Defender _____ Waived _____

(If Represented) Attorney: _____

Mailing Address: _____

Phone: _____

III. **ARREST DATA:**

Warrant/Ticket No: _____ Date of Arrest _____

Pending Charge(s): _____

Arresting Agency: _____ Arresting Officer: _____

Victim/Complainant: _____ Co-defendant(s): _____

Bond: _____ Personal Recognizance _____ Bondsman _____ Surety _____ Cash \$ _____

If cash bond, paid to: _____ Address: _____

IV. **CRIMINAL HISTORY:** *** Failure to fill in this section honestly and correctly will result in immediate rejection of this application. Include offenses handled in Magistrate Court and Municipal Court.

A. **ADULT**

<u>Date of Arrest</u>	<u>Charge</u>	<u>Disposition</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. **JUVENILE (FAMILY COURT)**

_____	_____	_____
_____	_____	_____
_____	_____	_____

V. **BACKGROUND INFORMATION**

A. **FAMILY**

Number of Siblings in Applicant's Family _____ Order of Applicant's Birth _____
Marital Status: (circle one) Single Married Divorced Separated Widowed

Cohabitation _____

Number of Dependants You Support: _____ Names & Ages: _____

B. **MILITARY SERVICE**

Branch: _____ Length of Service: _____ Rank Achieved: _____

Type of Discharge: _____ Special Training: _____

C. **EDUCATION**

Presently Enrolled: Yes _____ Full-Time _____ Part-Time _____ No _____

School Name: _____ Address: _____

If not presently enrolled, last school attended: _____

Number of Years Completed: _____ Major Field of Study: _____

Education Completed:

<u>School</u>	<u>Address</u>	<u>Diploma or Degree</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

D. **ASSISTANCE REQUESTED**

Applicant Sees the Following as a Problem Area: Alcohol _____ Drugs _____

Parents _____ Spouse _____ Peers _____ Other _____

Receiving Professional Help? Yes _____ No _____ If Yes, From Whom? _____

Previous Professional Help? If Yes, From Whom? _____ When? _____

VI. **EMPLOYMENT HISTORY**

Presently Employed: Yes _____ No _____

If unemployed, what is your method of support and amount per month?

_____ Social Security \$ _____ Unemployment Compensation \$ _____

_____ Retirement \$ _____ Welfare \$ _____

_____ Parents \$ _____ Other \$ _____

Currently Seeking Employment? Yes _____ No _____

Type of employment sought: _____

Special skills or qualifications: _____

PRESENT AND PREVIOUS EMPLOYMENT

Presently Employed: _____ Full-time _____ Part-time

Present or most recent employer: _____

City _____ State _____ Supervisor: _____

Salary \$ _____ Hours per week _____ Employment Length: _____ to _____

Reason for leaving: _____

Previous employer: _____

City _____ State _____ Supervisor: _____

Salary \$ _____ Hours per week _____ Employment length: _____ to _____

Reason for leaving: _____

Previous employer: _____

City _____ State _____ Supervisor: _____

Salary \$ _____ Hours per week _____ Employment length: _____ to _____

Reason for leaving: _____

Estimated personal income annually (circle one) \$0-\$5,000; \$5,000-\$10,000; \$10,000-\$20,000;
\$20,000-\$30,000; \$30,000-\$40,000; \$40,000-\$50,000; Above \$50,000

Estimated household income annually (circle one) \$0-\$5,000; \$5,000-\$10,000; \$10,000-\$20,000;
\$20,000-\$30,000; \$30,000-\$40,000; \$40,000-\$50,000; Above \$50,000

Alternate Contact: (Living with applicant who the applicant is allowing PTI to contact)

Name: _____ Relationship: _____

Mailing Address: _____

Cell Phone: _____ Home Phone: _____

Alternate Contacts: (Not living with applicant who the applicant is allowing PTI to contact)

Name: _____ Relationship: _____

Mailing Address: _____

Cell Phone: _____ Home Phone: _____

Name: _____ Relationship: _____

Mailing Address: _____

Cell Phone: _____ Home Phone: _____

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PARTICIPATION CONTRACT

The undersigned understands and agrees to the following terms:

1. WAIVER OF RIGHTS

A. I voluntarily consent to this contract and do hereby waive my right to a speedy trial if delays are a result of my participation to the Pretrial Intervention Program (hereinafter referred to as "PTI").

B. I waive the tolling, while in the program, of all periods of limitations established by statutes or rules of court, including those applicable to any and all motions that may be pending before the court.

2. PAYMENT OF FEES

A. I understand that PTI is a self-supporting agency and that the fees charged for application (\$100.00) and participation (\$250.00) are not refundable. I further understand that the application fee does not guarantee acceptance into the program, and the participation fee does not guarantee a dismissal from the program or non-criminal disposition of the charges against me.

B. If notified of my acceptance into PTI I agree to pay the \$250.00 participation fee in full upon request.

3. PROVISION AND RELEASE OF INFORMATION

A. I understand that any information needed to process my application must be furnished by me or my attorney within the specified time period and that failure to do so will result in my not being accepted into the PTI program.

B. I authorize and give permission for the Office of the Solicitor and any referral agencies to gather and/or release medical, psychological, vocational, or other pertinent information for any purpose directly related to my participation in PTI.

C. I authorize and give permission for the Office of the Solicitor to obtain, inspect and copy juvenile records pertaining to me in the custody of any Family Court and the Department of Juvenile Justice.

4. PAYMENT OF RESTITUTION

A. I understand and agree that a condition precedent to my acceptance into PTI is executing a contract whereby I agree to pay the victim(s) of the offenses with which I am charged restitution in an amount and according to a schedule specified by the Solicitor.

B. I further understand that my failure to make full restitution according to the terms and conditions of this contract will be grounds for my immediate involuntary termination from PTI and that the prosecution of my case will be resumed even if I have completed all other portions of the program.

C. In the event that I am dismissed from PTI prior to making full restitution to the victim, I understand that all monies I have paid as restitution belong solely and exclusively to said victim and will not be returned, I hereby waive any and all rights to such monies and waive any and all claims to the return of any monies paid to me as restitution.

D. In the event it comes to the attention of the Solicitor, after acceptance and/or participation has been started, a legitimate claim for restitution is made the Solicitor may require such restitution made a part of the participating agreement and I agree to pay such restitution for continued participation.

5. CONDITIONS OF PARTICIPATION

A. I agree to participate in individual or group counseling as directed and I agree to make any outside referrals if it is determined that additional counseling with another agency would be beneficial. I further understand that I may be responsible for paying any referral fee involved.

B. I understand that I may be required to perform volunteer work in the community, have a job or be in school full time, attend a tour of a correctional facility, make weekly contact with my PTI counselor, complete homework assignment as instructed by my PTI counselor, and enter into an agreement or “plan of action” with my counselor and complete this “plan of action” agreement before I can be dismissed from the PTI program.

C. I understand that after 90 days, my case will be reviewed to determine if sufficient progress has been made to dismiss me from the Pretrial Intervention program. If sufficient progress is not determined, my participation can be extended up to one (1) year with reviews every thirty- (30) days.

6. VOLUNTARY WITHDRAWAL

I understand that I may withdraw from PTI and return to court to face the charges against me at any time I chose.

7. INVOLUNTARY TERMINATION

A. I understand that any false or misleading information given by me before or after acceptance into PTI will result in automatic termination from PTI, and my case being returned to the courts for full prosecution.

B. I understand that if I miss any appointments, if I fail to pay any fees and/or restitution, if I am re-arrested, if I fail to fulfill my requirements within the one (1) year maximum time with PTI, or if I otherwise fail to abide by the rules and regulations of the PTI program, that I will be immediately involuntarily terminated from participation and cannot be re-admitted into PTI.

C. I further understand and agree that the Solicitor’s Office has the sole authority to determine whether or not the rules and regulations of PTI have been violated and that the decision to order my *involuntary* termination from the program rests exclusively with the Solicitor from which decision there is no right of appeal.

D. I understand that I may be terminated from the participating in PTI if I fail to fulfill the terms of this contract. If I am terminated, I understand that my case will be returned to the courts for full prosecution, and I agree to appear in court when so ordered. If I fail to return to court, I understand that the court can issue a bench warrant for my arrest, forfeit the bond posted for my appearance, try my case in my absence if I am charged with a misdemeanor and I can be further charged with the separate offense of failure to appear after release, pursuant to Section 17-15-90, South Carolina Code of Laws (1976), as amended.

E. FORFEITURE OF PISTOL OR WEAPON

In consideration of my acceptance into the Pretrial Intervention Program (PTI), I hereby consent and agree that the pistol or weapon confiscated as a result of my arrest be disposed of pursuant to the provisions of South Carolina Code Section 16-23-50 or 16-23-460 and other applicable provisions of law

as if I had been convicted of such violation; or in the case of an arrest by the South Carolina Highway Patrol, that such pistol or other weapon be disposed of by and for the benefit of the South Carolina Patrol.

F. ANIMAL OFFENSES

In consideration of my acceptance into the Pretrial Intervention Program (PTI), I hereby consent and agree that any animal(s) in my care, custody and control confiscated as a result of my arrest under South Carolina Code of Law Title 47, are voluntarily and permanently surrendered to the Florence (Marion) City or County Animal Control. I hereby waive my right to any hearing under South Carolina Code of Laws Title 47, more specifically 47-1-150(c)(2). Additionally, I understand I may be responsible for additional costs for care and boarding of animals associated with my arrest.

RELEASE

I do hereby release and forever discharge the complaining witnesses, victims, parties whom I make restitution, the Solicitor's Office, and their respective heirs, successors, executors, administrators, and assigns from any and all claims of any kind or nature whatsoever, whether in law or in equity, arising out of my arrest in this matter, participation in, or termination from the Pretrial Intervention program, and do expressly release and forever hold them harmless for any civil or criminal action which I may have a right to bring as a result of my arrest and /or participation in the Pretrial Intervention program.

8. OTHER REQUIREMENTS

9. ACKNOWLEDGEMENT

I hereby acknowledge that I have read this contract, had it explained to me, understand it, enter Into it voluntarily of my own free will and accord and have received a copy of it.

Applicant

Date

Witness _____

Attorney for Applicant/Other

SWORN to me before me this _____ day
of _____, _____.

_____(L.S.)
Notary Public for South Carolina

My Commission Expires: _____