

**IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS**

PEOPLE OF THE STATE OF ILLINOIS

vs.

Case No. _____

Defendant.

MISDEMEANOR ALTERNATIVE PROSECUTION PROGRAM AGREEMENT

This Misdemeanor Alternative Prosecution Program Agreement ("Agreement") is entered into by and between the Lake County State's Attorney's Office ("SAO") and the Defendant. This agreement will begin on _____ and will end on _____.

The Defendant has applied to the Lake County State's Attorney's Misdemeanor Alternative Prosecution Program. The Lake County State's Attorney has found the defendant eligible to participate in the Misdemeanor Alternative Prosecution Program.

The parties agree as follows:

- 1. Deferred Sentence.** Defendant having plead guilty in the above-captioned case number to the offense(s) of _____ the SAO agrees to continue the sentencing hearing in this matter until the termination date of this agreement (see above), in exchange for Defendant's voluntary successful participation in, and completion of the Lake County State's Attorney's Misdemeanor Alternative Prosecution Program ("Program").

- 2. Voluntary Participation.** Defendant acknowledges that participation in the Program is completely voluntary and that he/she has not been coerced in any way to participate in the Program.

- 3. Fees and Costs.** Defendant agrees to pay usual and customary court costs and fees associated with court supervision as ordered by the court. In addition, the defendant may be required to pay actual restitution to any crime victims pertaining to the defendant's charge(s). Additionally, the defendant may be required to pay an anti-crime program restitution fee to an appropriate Lake County anti-crime program that shall not exceed \$200 as directed by the SAO. These fees and costs are payable by cash, certified check, or money order and will be made payable to the Lake County Circuit Court Clerk. Absolutely no personal checks will be accepted. Defendant agrees to pay for any other costs or fees associated with the Program requirements, including, but not limited to, separate fees and costs to attend and complete recommended treatment and/or any other conditions of the Program. Defendant agrees to pay all costs and fees within 5 months of the entry of this Agreement.

- 4. Actual Restitution.** Restitution shall be paid to the victim(s) through the Circuit Court Clerk's Office in the amount(s) of \$ _____. Restitution shall be paid in full within 90 days of the entry of this Agreement.

- 5. Anti-Crime Program Restitution Fee.** Defendant shall pay an anti-crime program restitution fee in the amount of \$ _____ to the following anti-crime program: _____.

- 6. Program Completion.** Defendant agrees to complete the following conditions in a timely manner, and provide written proof of fulfillment. **It is the sole burden and responsibility of the Defendant to comply fully with all terms and conditions of this Agreement and provide written proof of such to the Compliance Unit not less than 30 days prior to the termination of this Agreement, unless otherwise specified in this Agreement.**

Defendant shall comply with the following conditions, requirements, evaluations, and treatment recommendations. Check all that apply:

_____ **Behavior Choice Module through the College of Lake County (4 hours):** Note: If referred to this program, the defendant may be eligible to receive 12 hours of credit toward any public service hours that may be required. To be eligible to receive such credit, defendant must both complete and satisfactorily participate in said class. The determination of the defendant's completion and satisfactory participation in said class is at the sole discretion of the facilitator of said class.

_____ **Substance Abuse Module through the College of Lake County** (known as SAM) (4 hours)

_____ **Parenting Class through the College of Lake County** (4 hours)

_____ **Public Service:** Complete _____ hours of public service. Note: If defendant is referred to a class that allows for 12 hours of public service credit for successful completion of the class, the defendant is only allowed to receive such public service credit one time for a maximum of 12 hours of credit.

_____ **Letter of apology:** Write a letter(s) of apology to victim(s). Participant shall submit any such letters to the Compliance Unit. The Compliance Unit shall then forward any such letters to the SAO.

_____ **NICASA:** Defendant shall report to NICASA and, upon an initial intake assessment, comply with and successfully complete all services recommended by NICASA, as specified below:

*Defendant must complete the Basic Decision-Making Class (known as TEC). This is a 4 hour course required for all participants in any NICASA program.

*At the discretion of NICASA, NICASA may recommend and require the defendant to complete up to two of the following additional courses:

*Advanced Decision-Making Class (known as GOALS) (4 to 6 hours)

*Theft Awareness Class (4 – 6 hours)

*Anger Management Class (4 – 6 hours)

*Substance Abuse Class (4 – 6 hours)

*Parenting Journey (6 weeks)

Note: If referred to NICASA, the defendant may be eligible to receive 12 hours of credit toward any public services hours that may be required. This credit only applies if the defendant successfully completes the Basic Decision-Making Class (TEC). To be eligible to receive such credit, defendant must both complete and satisfactorily participate in said class. The determination of the defendant's completion and satisfactory participation in said class is at the sole discretion of the facilitator of said class. The defendant is not entitled to any public service credit for the completion of any other NICASA classes. The only class for which the defendant is entitled to such credit is the Basic Decision-Making Class (TEC).

_____ **Other Conditions:** Any other condition as designated by the SAO, including the following:

- 7. Cost of Classes Is in Addition to Program Costs.** Defendant understands and agrees that the fees to attend and complete any recommended classes, treatment, and programs under paragraph 6 are in addition to any fees, court costs, or restitution that are referenced in this Agreement or that are otherwise ordered by the court.
- 8. Drug and/or Alcohol Testing.** Defendant understands and agrees that he/she may be subject to drug and/or alcohol testing if referred to treatment through NICASA and that any positive tests for alcohol, cannabis, or any other illegal substance shall be reported to the Compliance Unit and/or the SAO and that any such positive test is grounds for the SAO to revoke and terminate this Agreement and/or to amend this Agreement to require additional conditions in the discretion of the SAO. Defendant understands and agrees that he/she may be required to submit to random testing of urine and/or breathalyzer and/or blood testing through Adult Probation Services as directed by a member of the SAO, Adult Probation Services, and/or the Compliance Unit and that any such positive test is grounds for the SAO to revoke and terminate this Agreement and/or to amend this Agreement to require additional conditions in the discretion of the SAO. **Defendant shall only be required to submit to such testing if specifically referred to NICASA for treatment under paragraph 6 and/or specifically required to submit to such testing through Adult Probation Services under paragraph 9. Any positive tests for alcohol will only be considered a violation of the Agreement if the defendant is specifically prohibited from consuming or possessing alcohol under paragraph 10. See also paragraphs 9 and 13.**
- 9.** Submit to random testing of urine and/or breathalyzer and/or blood testing through Adult Probation Services at such time and place as directed by a member of the SAO, Adult Probation Services, and/or the Compliance Unit and pay a testing fee as ordered by the court.
- 10.** Not consume or possess alcohol.
- 11. Report Immediately to the Compliance Unit.** Defendant must report immediately to the Compliance Unit located on the 4th floor of the main courthouse, or if in custody within 24 hours of the first workday following release from custody. Defendant must comply with the following rules and conditions of the Compliance Unit while the Defendant is engaged in the Program:
- a. Appear in Court on the oral or written notice of the State's Attorney's Office;
 - b. Unless otherwise directed by the SAO, not less than 30 days prior to the termination of this Agreement, the Defendant shall provide proof of completion of all terms and conditions of the Agreement to the Compliance Unit;
 - c. Notify the Compliance Unit of any change of address and/or telephone contact information within 72 hours;
 - d. Notify the Compliance Unit within 24 hours of any new arrests and/or the issuance of a citation for any violation of law, including traffic tickets or petty offenses.
- 12. Dismissal of Charges.** Upon successful completion of all of the terms and conditions set forth in this Agreement, the SAO agrees to allow the defendant to withdraw his/her plea of guilty and to dismiss the charge(s) to which the defendant plead guilty at the time of the entry of this Agreement. Defendant understands and agrees that the only charges that will be dismissed upon successful completion of all of the terms and conditions set forth in this Agreement are those charges that are specifically referenced in this Agreement.
- 13. Program Termination.** A defendant may be terminated from the Program, and will not be considered to have successfully completed the Program, for any of the following reasons (this list is intended for exemplary purposes only and does not exclude termination for other reasons within the discretion of the SAO):
- a. Providing materially false or misleading information to the SAO or to the Compliance Unit;
 - b. Failing to complete any of the terms and conditions set forth in this Agreement;
 - c. Any arrest for a new offense under any local, state, or federal law, including any traffic tickets or petty offenses;

- d. Using or being in possession of any illegal substance, cannabis, or prescription medication of another, or using any substance designed to have the effects of an illegal substance, or being in the presence of anyone using or in possession of such substances;
- e. Consuming or being in possession of alcohol, if applicable. See paragraph 10 as to whether the defendant is prohibited from consuming or being in possession of alcohol;
- f. Failing to timely pay restitution, fees, and/or court costs pursuant to this Agreement;
- g. Associating with known gang members and/or wearing gang colors or insignia of any kind and/or engaging in any type of gang activity during the Program period;
- h. Operating a motorized vehicle without a valid driver's license;
- i. If any condition of this contract is violated, the defendant will be notified in writing by the Lake County State's Attorney's Office. It will be at the discretion of the SAO to amend the agreement to include additional requirements or to negatively terminate the defendant from the Misdemeanor Alternative Prosecution Program.
- j. Defendant has the right to terminate Program participation at any time of his/her own accord with the understanding that the defendant's case will then be set for sentencing and that there would be no agreement as to what sentence the SAO may recommend at said sentencing hearing. Defendant also agrees that any actual restitution paid to any victim while in this Program will not be refunded to the defendant in the event that the defendant is unsuccessfully terminated from this Program. In the event of unsuccessful termination from the Program, however, any actual restitution paid by the defendant to any victim in this matter will be credited to the defendant at a subsequent sentencing hearing.

14. Court Appearances. Defendant agrees to be present for all court dates. Oral notice by the SAO to the Defendant is hereby agreed to by the Defendant as proper notice to appear.

15. Burden on Defendant to Show Proof of Timely Completion. Defendant agrees and understands that he/she has the sole burden and responsibility to provide full and complete proof of completion of all the terms and conditions of this Agreement to the Compliance Unit not less than 30 days prior to the termination of this Agreement. Participant further agrees and understands that the failure to do so for any reason is grounds for the revocation and termination of this Agreement by the SAO.

16. Right to Attorney. Defendant has been advised that the SAO is not his/her attorney. Defendant understands that he/she has a right to an attorney and is strongly advised to seek the advice of counsel prior to entering into this Agreement.

17. Final Advisals, Understandings, and Agreements. This Agreement sets forth all agreements, understandings and covenants between the defendant and the SAO relative to the matters herein contained. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and shall be deemed to be a full integration of the entire agreement and understanding between the defendant and the SAO.

I understand the terms and conditions of this agreement and voluntarily enter into it. I understand that if I fail to comply with the conditions it could result in a negative termination from the Program and that my case will proceed to a sentencing hearing at which there would be no agreement with the SAO as to what sentence the SAO may recommend.

I also understand that if I complete all the conditions and follow the terms of this agreement, the Lake County State's Attorney's Office will allow me to withdraw my plea of guilty in this matter and dismiss the charge(s) to which I plead guilty at the time that I entered into this agreement.

I acknowledge that anything I say to an employee of the State's Attorney's Office during my participation in the program may be used against me in future court proceedings, including but not limited to a sentencing hearing, if I am negatively terminated from the program.

Defendant

Date

Address: _____

Phone Number: ()

I, the attorney for the defendant, have read the above agreement and hereby express my approval of the defendant entering into this agreement. I also understand that while my client is a participant in the misdemeanor alternative prosecution program, they may have communication/correspondence with assistant's state's attorneys or other employees of the Lake County State's Attorney's Office. Pursuant to Rule 4.2 of the Illinois Rules of Professional Responsibility, I hereby give consent for my client to have communication/correspondence with assistant state's attorneys or other employees of the Lake County State's Attorney's Office during the pendency of this misdemeanor alternative prosecution program agreement.

Attorney for Defendant

Date

Representative for State's Attorney's Office

Date

Waiver of Attorney

I understand that I have a right to have an attorney represent me in this matter. I also acknowledge that the court may appoint an attorney to represent me if I cannot afford one. I waive my right to an attorney and wish to represent myself.

Defendant

Date