

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

PEOPLE OF THE STATE OF ILLINOIS

vs.

Case No. _____

DEFENDANT

ALTERNATIVE PROSECUTION PROGRAM AGREEMENT

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

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

The parties agree as follows:

1. Admission of Guilt. Participant admits that he/she committed the offense(s) of _____, a Class _____ felony, on _____. Participant understands that he/she is pleading guilty to the offense, and that the Court will proceed directly to a sentencing hearing if he/she fails to successfully complete the Program.
2. Deferred Sentence. The SAO agrees to defer criminal sentencing of the Participant for the offense(s) contained in the Bill of Indictment or Information for Case Number _____ and for any other related offenses that occurred on the Date of Offense in exchange for Participant's voluntary successful participation in, and completion of Lake County's Alternative Prosecution Program ("Program").
3. Voluntary Participation. Participant 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.
4. Fees. Participant agrees to pay a non-refundable Program fee in the amount of \$_____ [not to exceed \$1,500], plus a \$125 drug test monitoring fee, and a \$200 restitution fee to _____ the Lake County anti-crime prevention program selected by the SAO. These fees 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. Participant agrees to pay for any other costs or fees associated with the Program requirements. Participant agrees to pay all fees at a rate of at least \$_____ per month and all fees shall be paid prior to completion of the Program. Participant has previously paid \$70 at the time of the application for this Program as a required application fee and initial drug testing fee. This payment is for those purposes only and does not apply as a payment for any other Program requirement.
5. Restitution. Restitution shall be paid to the victim through the Circuit Court Clerk's Office in the amount of \$_____. Restitution shall be paid in full within 30 days of this order unless the parties agree to an extension.
6. All fees must be paid in full not less than thirty days prior to the case termination date.
7. Drug Testing. Participant will not use or possess, nor be in the presence of those who are using, any illegal or look-a-like substances. Participant shall not consume alcohol and will be subject to breathalyzer testing while under Program conditions. Participant will be required to complete an initial drug screen, and a minimum of three

(3) periodic random alcohol/drug tests at the direction of the SAO, within 48 hours of notice. Participant agrees not to contest the results of positive drug tests, but shall retain the right to request a confirmation through the Coroner's Office. Under 720 ILCS 5/17 - 57, if the Participant falsifies a drug test, it is a Class 4 felony.

8. Program Completion. Participant agrees to complete the following conditions within nine months of the plea date, and provide written proof of fulfillment prior to successful Program completion: **Circle all that apply:**

- a. Complete Theft Awareness Program _____
- b. Write a letter(s) of apology to victim(s) _____
- c. Obtain or maintain employment _____
- d. Obtain a G.E.D. or high school diploma
- e. Enroll in and attend a college, university, or trade school _____
- f. Undergo alcohol/drug abuse evaluation within **ONE MONTH** of plea date and complete treatment in a timely manner if necessary
- g. Attend Anger Management Program
- h. Complete _____ community service or _____ public service hours
- i. Attend Lake County Probation Cognitive Group
- j. Enroll in English as a Second Language course
- k. Complete Life Skills Program
- l. Complete GOALS Program
- m. Complete Parenting Support Program
- n. Complete Behavior Choice Module
- o. Other conditions: _____

9. 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 agrees to dismiss any charges filed against the Participant referenced in this Agreement.

10. Program Termination. A participant 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;
- 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;
- d. Failing to timely pay restitution or Program fees pursuant to this Agreement;
- e. 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;
- f. Failing to complete, or testing positive to a requested alcohol or drug test.
- g. 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 Alternative Prosecution Program.
- h. Participant has the right to terminate Program participation at any time of his/her own accord with the understanding that the SAO retains the right to proceed directly to sentencing on the original charges the Participant has previously plead guilty to, and are referenced in this Agreement. Participant agrees that if he/she is terminated from the Program, any previously completed conditions of this Agreement (including public service work, classes, drug screens, Program fees or any other costs or fees which are non-

refundable) will not be credited to any sentence imposed by the court at a subsequent sentencing hearing.

11. Notifications. Participant must submit a written report in the approved form as designated by the SAO on a monthly basis. The SAO shall establish the method of reporting. Participant will appear at a status hearing after six months in the Program. Additionally, the Participant shall notify the SAO of any job change, address change, and any school or vocational changes that occur during the Program period. The Participant shall notify the SAO in person of any arrest within 24 hours of the arrest. The Participant shall appear and meet with the SAO staff as directed.
12. Court Appearances. Participant agrees to be present for all court dates and to meet with Court Services and/or the Lake County State's Attorney's Office at any time a request is made. Oral notice by the SAO of a court date to the Participant is hereby agreed to by the Participant as proper notice to appear. Any failure to appear at such court date by participant shall be grounds to issue a Failure to Appear warrant.
13. Right to Attorney. Participant has been advised that the SAO is not his/her attorney. Participant 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.

I have read and understand the terms, conditions, and eligibility requirements of this Agreement and voluntarily enter into it. I certify that the above named charge is my first felony offense. Additionally, I certify that I have not participated in any similar diversion program in this or any other jurisdiction. I understand that if I fail to comply with all of the terms and conditions of the Program, it may result in my termination from the Program, and the criminal charges referenced in paragraph 1 may be returned to Court for sentencing.

Executed on this ____ day of _____, 20____.

Participant: _____

Signed: _____

Attorney for Participant: _____

Signed: _____

Representative for
State's Attorney's Office: _____

Signed: _____