

IN THE MUNICIPAL COURT OF AUBURN, LEE COUNTY, ALABAMA

CITY OF AUBURN,

vs.

_____,
DEFENDANT.

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)
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CASE NO.: _____

EDUCATION MONITORING AND TREATMENT PROGRAM AGREEMENT

The above-named defendant and the City of Auburn hereby agree to place the above-styled case(s) in the City's Education, Monitoring and Treatment Program, established pursuant to Sec. 12-14-90, et. Seq. of the Code of Alabama, under the following terms and conditions:

_____. 1. The defendant waives his/her right to a speedy trial while in the Education Monitoring and Treatment Program (hereinafter "Program"), in the case(s) subject to this Education Monitoring and Treatment Program Agreement (hereinafter "Agreement").

_____. 2. The defendant agrees to the tolling, while in the Program, of any applicable statutes of limitations in the case(s) subject to this Agreement.

_____. 3. The defendant waives his/her right to a jury trial in this case(s) and hereby enters a plea of guilty to the underlying offense(s) with which he/she is charged.

_____. 4. The defendant agrees to provide a statement as to his/her involvement in the offense(s) charged in the case(s) subject to this Agreement.

_____. 5. The defendant consents to supervision by the Municipal Prosecutor or Court Referral Officer for a **minimum** period of **six (6) months** and shall pay an Application Fee of \$ _____. Said Application Fee shall be paid at the time of the defendant's admission into the Program. **Said monies shall be paid directly to the Education Monitoring and Treatment Program Officer/Investigator in the Municipal Court Clerk's Office.**

_____. 6. The defendant will submit to assessment by a state approved mental health provider, will complete counseling as required by said provider, and will pay all costs associated therewith. The defendant will execute a waiver of confidentiality with any agency or professional providing said treatment in order that said records will be available to the Municipal Prosecutor's Office or the Court Referral Officer's Office.

_____ 7. The defendant will submit to evaluation by the Court Referral Officer, Phone number 334-737-3535, and complete counseling as required by said officer. The defendant will execute a waiver of confidentiality with any agency or professional providing said treatment in order that said records will be available to the Municipal Prosecutor's Office. The defendant will bear the cost of the Program and costs of treatment and drug screens as required by the Program.

_____ 8. The defendant will be subject to random drug screens, and will bear all costs.

_____ 9. The defendant agrees to refrain from the use of alcohol or drugs or frequenting places where alcohol or drugs are sold or used.

_____ 10. Restitution will be paid by the defendant as follows:

\$ _____ due to _____

\$ _____ due to _____

\$ _____ due to _____

Said restitution shall be paid to the Municipal Court Clerk's Office, 141 N. Ross Street, Auburn, AL 36830.

_____ 11. The defendant agrees to pay the following amounts:

A. _____ **Court Costs in the amount of \$** _____

B. _____ **Court Appointed Attorney Fees \$** _____

C. _____ **Crime Victim Assessment \$** _____

D. _____ **OTHER: \$** _____

_____ 12. All amounts owed in Paragraph 10 and 11 shall be paid to the Municipal Court Clerk's Office, 141 N. Ross Street, Auburn, AL 36830 and **shall be paid as follows:** _____

_____ 13. The defendant will not violate any laws of the State of Alabama, nor any other State or Federal Laws during the supervision period.

_____ 14. The defendant will remain gainfully employed during the supervision period. If not employed he/she must provide proof to the Investigator that they are actively seeking employment. If defendant should be terminated or laid off, he/she must contact the Education Monitoring and Treatment Program Officer/Investigator within 24 hours.

_____ 15. The defendant will attend school, including, but not limited to: high school, college, job training, trade school, or adult basic education courses.

_____ 16. The defendant shall remain at the following address: _____ and shall not move from that address without immediate notification to the Education Monitoring and Treatment Program Officer/Investigator and subject to the following conditions: _____.

_____ 17. The defendant shall perform _____ hours of community service and must furnish the Municipal Prosecutor or Court Referral Officer satisfactory evidence that the community service was completed. All hours must be performed within **six (6) months** of signing this contract.

_____ 18. The Municipal Prosecutor and the defendant agree that all admissions, records, or other communications involving the Program, with the exception of the statement of the defendant concerning his/her involvement in the crime charged, shall not be admissible in any subsequent criminal proceeding except as otherwise provided by law.

_____ 19. That violation of the conditions of this Agreement will result in the termination of the defendant from the Program and the defendant shall be sentenced on their guilty plea entered hereunder. A termination letter will be mailed to the above address and the defendant may show cause as to why he/she should not be terminated. The defendant agrees that there shall be no hearing concerning the termination and that it is at the sole discretion of the Municipal Prosecutor as to whether good cause has been shown.

_____ 20. The defendant agrees and understands that violation of the foregoing terms or conditions of the Program may result in the termination of the defendant from the Program, reinstatement of the original charges and sentencing on your guilty plea(s). Payments made to the Court Referral Officer and/or the Application Fee for the Program will **NOT** be applied to the court costs or other fees should the defendant fail to complete the said program. Partial payment for restitution, treatment, and other costs and fees may be applied to the defendant's obligations **upon conviction**, subject to the discretion of the Court.

____ 21. Upon satisfactory completion of the terms and conditions enumerated above (as evidenced by the initials of the parties) the City of Auburn will:

____ Nolle Pross the case(s) against defendant which was diverted without prejudice.

____ Allow the defendant to plead guilty to the offense of:

____ and will recommend a sentence of: _____.

____ 22. The defendant acknowledges that he/she is responsible for providing all receipts, including payments made to the Municipal Court Clerk's Office and/or Court Referral Program, and certificates of completion and other documentation necessary to confirm his/her compliance with the above terms.

____ 23.
OTHER: _____

Done this the _____ day of _____, 20____.

Defendant

Attorney for Defendant

Printed Name: _____

Address: _____

Phone Number: _____

Education, Monitoring and Treatment
Program Court Referral Officer

Municipal Prosecutor

REVISED 3/14/2014

State Of Alabama
Lee County

Auburn Municipal Court
Full and Final Settlement and Release

Know all men by these presents, I, _____,
for and in consideration of the City of Auburn and/or the Auburn Police Department
requesting the nol-prossing (dropping) of the charge of

against me in the Municipal Court of the City of Auburn, do compromise and settle, and
do hereby acquit, release, and forever discharge the City of Auburn, all of its agents,
departments, heirs, assigns, servants, and employees, and all persons, firms, or
corporations who are or might be liable therefore, from any and all liabilities, claims,
demands, damages, expenses, incidental damages, actions, causes of action and
grievances of every kind, character and description, including, but not restricted to,
personal injury, mental anguish, illness or property damage, now existing, or which may
hereafter arise, known or unknown, permanent and otherwise, indirectly or directly
arising from, growing out of, or in any way relating to the above-referenced charge.

This release includes, but is not limited to, all claims, actions, and causes of actions,
arising under all wrongful death statutes and any other statutes.

I hereby acknowledge full settlement and satisfaction of all the aforesaid claims and
fully understand that I can make no further claim or demand against the aforesaid, even
though my damages and injuries are found to be more serious than or different from what
I know them to be or to exist at this time.

This release is binding upon myself and my heirs, executors, administrators, and
assigns.

Before executing this release and receiving the consideration hereunder, I have fully
informed myself of its contents, and I fully and voluntarily execute it with full knowledge
thereof.

I am aware that I have a right to consult an attorney prior to signing this Release and by signing below indicate that I have either done so, or am hereby waiving my right to do so.

The consideration herein stated is in full for this release. This release contains all of the agreement between the parties, and no other written or oral understandings in connection herewith exist.

When this release is executed by more than one party, the singular shall include the plural, and the release shall be both joint and individual.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this, the _____ day of _____, 20____.

_____ (L.S.)

Witnessed By:

Witness

Witness