

IN THE IOWA DISTRICT COURT IN AND FOR POLK COUNTY

**State of Iowa
Plaintiff**

vs.

Defendant.

No.

**Youthful Offender Program
Plea Agreement, Waiver Of Rights
Pretrial Release Agreement
And Order**

COMES NOW the State and Defendant and hereby agree to the following Youthful Offender Program (hereinafter referred to as **Program**).

1. The Defendant has been charged with/pled guilty to/been sentenced on the crime(s) of:

2. The Defendant will comply with and complete **all** of the following terms and conditions of the **Program** which are as follows:

A. Waiver of Speedy Indictment/Speedy Trial/Minutes of Testimony.

____ 1. Iowa Rule of Criminal Procedure 2.33(2)(a) give the defendant the right to have formal charges filed against him or her by either a grand jury indictment or a filing of county attorney's trial information within 45 days of his or her arrest. This is called the right of speedy indictment.

____ 2. Iowa Rule of Criminal Procedure 2.33(2)(b) provides that the defendant has a right to be brought to trial within 90 days of the filing of a grand jury indictment or a county attorney's trial information against him or her.

____ 3. Iowa Rule of Criminal Procedure 2.4(7)b and 2.5(5) provides that the indictment filed against him or her must include notice of the name, place of residence and occupation of the witness upon whose testimony the indictment or trial information was based as well as a full and fair statement of the witnesses testimony that was either provided to the grand jury or expected at trial.

I give up each of these rights knowingly, intelligently and with a full understanding of these rights. I have discussed this decision with my attorney. I understand that if I elect to withdraw from the **Program** or I am terminated from the **Program** by Court order and I am brought to trial or held to answer to the original charge/charges filed against me, I cannot claim that the rights mentioned above were violated in any way.

Signed: _____
Defendant

Signed: _____
Attorney for Defendant

Dated: _____

Dated: _____

B. Defendant will sign a confession to the crime/crimes charged against him/her. See Attached, Marked as Attachment A. It will include the names of any other persons involved in the crime/crimes and will truthfully and completely explain those persons involvement in the crime/crimes charged. Defendant will also testify completely and truthfully against any of these persons involved who either now or later are charged with involvement in the crime/crimes involved in this case. The defendant understands and agrees the "Confession" will be valid evidence against him/her if the defendant violates any term of this agreement. **The defendant shall have no contact with any co-defendant while in the Program. This includes phone calls, emails, letters, personal contact or contact through third persons or on-line sites such as Face Book and MySpace.**

____ C. Defendant agrees to be released to the custody of the 5th Judicial District Department of Corrections. As part of this agreement I understand the following:

_____ I will meet with Chris Fredrickson, Department of Correctional Services, Ft. Des Moines Facility, Building 66, Des Moines, Iowa (515)242-6986 on _____ at _____ .m. to sign a probation contract and review rules and expectations of the **Program**.

_____ I will appear for all court appearances ordered by the Court.

_____ I will maintain contact with the Department of Correctional Services (DCS) and my attorney.

_____ I will keep DCS and my attorney advised of my address, whereabouts (or travel) and phone number at all times.

_____ I understand and agree that notice of any court date or staffing appearance given to my attorney is notice to me and that I must comply. I understand that it is my responsibility to notify my attorney if I want them to attend any staffings at Department of Corrections or court appearances I am required to attend.

_____ I will not leave Polk County or the State of Iowa without permission from my probation officer or the Court.

_____ I understand that if I am arrested for any new charge or violation of **Program** rules my pretrial release may be revoked. If either new charges are filed against me or I am incarcerated for the **Program** rule violations, I understand that if I post bond to be released from jail, this is a violation of the **Program** rules and it will result in my termination from the **Program**.

_____ I understand that being released to the custody of the Department of Corrections Youthful Offender Program may not result in my release from jail custody. If I have already posted bond or been released on my own recognizance, I understand that the **Program** staff has the power to require that I return to custody, accept placement in a residential program/halfway house or remain in my current residence.

_____ I understand that having new charges filed against me or violating **Program** rules can result in my immediate arrest without hearing.

_____ I understand that the **Program** uses short jail stays as a penalty for **Program** rule violations and that such a jail term is preferable to being removed from the **Program**. As set forth above, I agree not to post bond if incarcerated for such violations and if I do, it will result in my termination from the **Program**.

_____ I understand that one of the options the **Program** and the Court has to deal with any of my violations of rules or laws is to find me in contempt of Court. If found in contempt, I understand I could be sentenced up to six months in jail.

_____ I understand that a violation of any term or condition of the **Program** can result in my termination from the **Program** based on the decision of the **Program** staff and such termination will occur without a hearing before the Court.

D. Other Rules.

_____ I will maintain residence as approved by supervising officer and will secure prior permission before changing said residence. Upon request of my supervising officer, I can be required to change my residence at anytime. Further, I will be restricted to living in Polk County, Iowa and must obtain prior permission from my supervising officer before leaving the county or State.

_____ I understand that my residence shall be available for **home visits** at the discretion of the DCS. I shall have a land line telephone with no blocks on the phone in my residence so curfew calls can be made and have no ability to have calls forwarded to another phone or location.

_____ I shall not participate in any gang activity and shall not wear or display any gang related clothing or paraphernalia, including, but no limited to: hats, caps, jackets, jewelry, tattoos or other clothing or paraphernalia evidencing any gang membership or affiliation. I shall not make or possess any drawings, writings, graffiti or photographs showing or evidencing street gang membership or affiliation.

_____ I shall comply with Curfew to be established by my supervising officer.

_____ I shall not possess any dangerous weapons including but not limited to any handgun or knife with a blade exceeding 5 inches in length. I shall not hunt while in the **Program**.

_____ I shall not possess, inject, ingest or otherwise use any alcohol or non-prescribed drug. I shall not take any over-the-counter or prescribed medication without **PRIOR** approval of the **Program** staff.

_____ I shall submit to breathalyzer, urinalysis, or other authorized tests for drugs or intoxicants immediately upon the request of DCS. I shall submit to random urinalysis testing at least two times each month while in the **Program**. I will be expected to provide a sample upon demand without undue delay.

_____ I shall dress appropriately for all appointments (including UA's) with any Program staff member and any Court appearances. I shall not wear any piercings to court other than in ears. Appropriate dress means: collared shirt, pants tight around the waist (not droopy), no mid-drift nor slightly strapped tops, no tanks tops, shirts tucked in, no hats or "dew rags", no pajamas or slippers. Defendant shall not obtain new tattoos, piercings, body art or branding while in the Program.

E. Other Requirements/Conditions:

_____ I understand that I will be required to complete a social evaluation by meeting with **Program** staff. This will include the LSI-R (Level of Service Inventory-Revised) and Jesnus (a responsivity tool). which will be completed by Defendant as part of the intake process. This evaluation will be completed by meeting with _____ at 206 6th Avenue, Suite 500, Des Moines, Iowa (515)286-3229 . These evaluations will be used to determine appropriate services and programs which include:

1. Thinking for a Change Class
2. Aggressions Replacement Therapy Class
3. CALM (Controlling Anger and Learning to Mange it) Class
4. Women's Group
5. Life Skills Class
6. Thinking Report Class
7. Parenting Class
8. License Under Suspension Class
9. OWI Class

OR any other program/class deemed necessary for the client by Program staff or the Court.

_____ I understand I may be required to obtain a substance abuse evaluation and complete the recommended treatment and/or education. I understand that may be required to attend a program referred to as **Youth at Risk**, a 12 hour substance abuse education research based program. I understand that I may be responsible for a \$75.00 fee. I understand I will receive Volunteer Service Credit for successful completion of treatment and will receive 12 hours of credit if required to attend Youth at Risk.

_____ I understand that I will be required to participate in an education program. I understand that this will include monitoring and/or facilitating my attendance at or participation in the following: high schooling, GED; technical schooling; post-high schooling; apprenticeship; military.

_____ I understand I will be required to maintain full time employment, full time education, or a combination of the two during participation in the **Program** absent specific circumstances.

_____ I understand I will be required to complete an Education Evaluation and follow through with the education plan as directed by Education Coordinator, Kathie Whalley (515)242-6990. Defendant must have a GED or diploma or be enrolled in program for same. Defendant may be required to obtain same before completing the **Program**.

_____ I understand that I may be required to obtain a mental health evaluation which may include psychological or psychiatric evaluation; mental health counseling; medication monitoring; grief counseling; victim counseling.

_____ I understand that I will be required to perform 200 hours of volunteer service work (community service) at projects designated by the **Program**. I understand that I can earn 3 hours of volunteer service work credit if I am in compliance with all the terms of the **Program** in any given week and additional hours may be credited for special projects. I further understand that volunteer service work hours can be added as a penalty for **Program** rule violations that do not warrant removal from the **Program**. I understand that changes may be made to the total number of hours required by this paragraph at the discretion of the **Program** staff.

_____ I understand I may required to participate in the Victim Offender Reconciliation Program (VORP) which requires that I and the victim meet to discuss the crime, the effect of same on victim and to enter into a restitution plan if applicable, which shall be completed prior to discharge from the Program; a VORP conference, which may include Defendant and family meeting with victim and family; a one session victim impact panel and a visit to the Prison for the Mirrors Program (Newton) or Healing Circle (Mitchellville).

_____ I understand that Staff may impose sanctions as a result of my failure to abide by any term or condition of this agreement and any subsequent requirements of which I have been advised of while under the supervision of the **Program**. These sanctions may include an increase in community service hours, a restriction on freedom in terms of curfew, electronic monitoring, house arrest, brief detention in the county jail, conferencing with supervisor or release, attending staffings, appearances before the judge, or ultimately, revocation from the **Program**. It is the defendant's responsibility to notify their attorney if they choose to have them attend any of the staffings at DCS or in the courtroom.

_____ I understand that I will be required to pay a \$300 probation fee to the DCS prior to successful completion of the **Program**.

_____ 3A. On a date to be designated in the future Defendant will enter a plea of guilty to the target charge(s) of:

_____, following which the State will make a sentencing recommendation to the Court of granting the defendant a deferred judgment with _____ years of probation. Conditions of probation recommended at the time of sentencing will depend on the defendant's individual situation. Having been successfully discharged from the Program, defendant's probation will be administratively transferred to the Department of Corrections for general supervision.

_____ B. On a date to be designated in the future, Defendant will be sentenced having already pled guilty to the charges of _____. At the time of sentencing, the State will seek a suspended sentence or deferred judgment. Defendant will be free to request a Deferred Judgment.

_____ C. Once successfully discharged from the Youthful Offender Program, Defendant's probation will be transferred to Department of Corrections for general supervision.

This agreement is entered into on the _____ day of _____, 20____.

Assistant Polk County Attorney

Attorney for Defendant

Defendant

Defendant's Address: _____
Street Apt.# City Zip Code

Defendant's Phone #'s: work _____ home _____
cell _____

DOB: _____ SSN: _____ Height _____
Hair: _____ Eyes: _____

IN THE IOWA DISTRICT COURT IN AND FOR POLK COUNTY

**State of Iowa
Plaintiff**

vs.

Defendant.

No.

Order

The above agreement is approved. Defendant is ordered to appear for all scheduled Court appearances and abide by all terms of the agreement. Defendant is released to the custody of the Department of Corrections-Youthful Offender Program Staff, subject to the terms of the above agreement. If Defendant has posted a bond the bond is exonerated (released). DCS is authorized to return defendant to the custody of the Polk County Jail upon any violation of the terms of this release.

Dated: _____

Judge, 5th Judicial District