

The People of the State of New York
vs.

Young Adult Court Contract
Docket No. _____

I, _____, the defendant in the above-captioned case, do hereby enter into the Lockport Young Adult Court Program and agree to the following conditions:

1. I hereby knowingly, voluntarily and in consultation with my attorney, waive my constitutional and statutory rights to a speedy trial and to a preliminary hearing so long as I am enrolled in the Young Adult Court Program. I understand that if I fail to complete the program for any reason, my case will be returned to the Lockport City Court Criminal Term and the original charge(s) will be reinstated for prosecution. I further understand that if I have pled guilty to a criminal charge, I will be immediately subject to sentence by the court.
2. I understand that my right to file pre-trial motions will be reserved. Should I be released from this program, I will have forty-five (45) days from the release date to make such motions.
3. I agree to fully cooperate with all evaluations and all treatment as required by the Court and my case manager.
4. I agree to random blood or urine testing and random breath (alco-sensor) testing.
5. I agree to return to Lockport Young Adult Court as ordered by the Court for progress reports from my case manager. I understand that if I miss any court dates, a bench warrant may be issued and I may be released from the program.
6. I understand that if I violate any terms of this contract and fail to work diligently towards the goals of the program, I may be released from the program.
7. I agree to keep all treatment providers and the court advised of my current address at all times during my participation in the program.
8. I understand that any new arrest while I am in the Lockport Young Adult Court Program must be immediately reported to the Court and my case manager and may be grounds for immediate release from the program.
9. I understand and agree that the Lockport Young Adult Court Judge, alone, will determine whether or not I have complied with or failed any of the terms of this agreement, without the necessity of a hearing, based upon the information available.
10. I understand that if I successfully complete the Lockport Young Adult Court Program, the Court may grant me a more favorable disposition of my case.
11. I acknowledge that I have received and reviewed a copy of the LYAC Handbook, _____ and I understand and acknowledge that I will be held responsible to abide by the _____ rules, terms, and conditions as outlined in the Handbook.
12. I, as well as my attorney, understand that ex parte communications between myself, _____ the Young Adult Court team, and the Court, either directly or indirectly, may occur, _____ and after consultation with my attorney, we hereby consent to such communications _____ during the duration of my participation in the Lockport Young Adult Court.

Date

Signature of Defendant/Client

Printed Name of Defense Attorney

Signature of Defense Attorney

Lockport Young Adult Court Program
Non-Compliance and Sanctions

I. Non-Compliance -

The following are examples of non-compliance that may result in court-ordered sanctions:

- a. Failure of defendant/client to keep mandated treatment appointment date(s) with service provider;
- b. Failure of defendant/client to keep scheduled court appearance date(s);
- c. Failure of defendant/client to remain drug free;
- d. Failure of defendant/client to comply with drug/alcohol testing requirements;
- e. Failure of defendant/client to lead law-abiding life;
- f. Failure of defendant/client to comply with the rules of the Young Adult Court and with any other mandates of the court.
- g. Dishonesty/manipulation.

II. Sanctions -

The defendant/client may be subject to sanctions for failure to comply with the rules of the Lockport Young Adult Court Program, including, but not limited to:

- a. In-court admonishment;
- b. Requiring defendant/client to complete writing assignments regarding behavior;
- c. Requiring defendant/client to attend additional in-court appearances;
- d. Extending defendant/client treatment period under the Young Adult Court Program;
- e. Requiring defendant/client to perform community service/Community Pride;
- f. Requiring defendant/client to comply with the Work Program;
- g. Punitive period of incarceration to encourage compliance with court mandates;
- h. Termination from Young Adult Court Program.

I have read, understood and received a copy of conditions of non-compliance and resulting sanctions.

Signature of Defendant/Client

Date

Signature of Judge

Date

EX PARTE COMMUNICATIONS WAIVER

I understand that information pertaining to a defendant’s case in Young Adult Court is routinely passed between the defendant, treatment providers, Court staff, as well as the Court itself. This transfer of information is necessary for the efficient and expedient handling of cases in the specialty court format, and will be conducted outside the presence of both myself and/or my attorney. This information will be considered by the Court in making decisions regarding my participation in Young Adult Court (including sanctions). Any and all information received by the Court outside my or my attorney’s presence will be made available upon request.

I understand that I do have a right to have my attorney present at all court appearances and court staffings (and it is in fact expected by the Court). However, should my attorney not appear at any or all scheduled dates, it will be deemed to be a waiver of my right, and I consent to the proceedings continuing in their absence. There is no need for a separate waiver each time my attorney chooses not to appear. If at any time I wish to have my attorney present, or change my attorney of record, I will notify the Court immediately. I also understand that incarceration may be considered until such time as my attorney may appear.

Below is a list of some (but not all) examples of ex parte communications that will occur and that are consented to:

- Defendant participating in scheduled court appearances without attorney present.
- Information relayed to court from numerous treatment professionals regarding the defendant’s case, including substance abuse treatment, mental health counseling, educational training, housing, social services involvement, and others.
- Home visits occurring between the defendant, the Court, Court staff, treatment professionals and committee members.
- Daily information received relating to the defendant’s compliance/non-compliance with the rules and regulations of the Court.
- Staffing sessions in which all aspects of the defendant’s case are discussed, outside the presence of the defendant, between the Court, Court staff, treatment professions, and all Young Adult Court committee members.

I have discussed with my attorney all issues involved in ex parte communication pursuant to 100.3(B)(6) of the Chief Administrator’s Rules Governing Judicial Conduct, and understand that it is agreed upon that all communications regarding my adherence/non-adherence to the rules of the Young Adult Court are consented to be an exception to the ex parte communication mandate. I am making this decision freely and voluntarily after full consultation with my attorney. I do understand that this waiver may be revoked by myself, or my attorney, in writing with notice to the Court at any time.

Print defendant’s name

Print attorney’s name

Defendant’s signature date

Attorney’s signature date