



Pretrial Intervention Program (PTIP)
City of Hartselle Municipal Court
Terms and Conditions Agreement

Case #(s) _____

Applicant Name: (Please print) _____

Attorney Name: (Please print) _____

1. **Admission of guilt:** The defendant participating in PTIP will enter a plea of guilt to the charges pending, or to other charges as agreed. Adjudication of the charges will be withheld while the participant is enrolled in PTIP.
 - Upon successful completion, the charge(s) will be dismissed as agreed.
 - If the participant is unsuccessful in completion of the program, revoked, discharged, expelled or terminated for any reason, the Court shall adjudicate the guilty plea and punishment/sentence will be imposed without delay.
2. **Waiver of rights:** The participant fully understands and agrees the he/she waives the right to a trial, to call and confront witnesses, to offer evidence and testimony on his/her behalf, the right to have the City prove guilt beyond a reasonable doubt, the right to appeal, and the right to file for post-conviction relief. The Defendant and the Defendant's attorney agree the Defendant waives all applicable statute of limitations in defense of this matter.
3. **Attorney/Waiver of representation:** The participant fully understands and agrees the he/she is represented by competent counsel or is waiving the right to be represented by competent counsel in entering the Program.
4. **Length of program:** Upon the date of appearance in Court to enter the plea of guilt and entry into the program, the defendant participating in PTIP will remain on his/her current bond and placed on an Administrative Docket for a period of twelve (12) months or successful completion of the program; whichever comes first. Any extension beyond twelve (12) months will be at the discretion of the Prosecutor and/or Municipal Judge.
5. **Counseling/Treatment Programs:**
 - The participant will successfully complete any counseling programs required by PTIP. This includes but is not limited to an evaluation by a Court Referral Officer with the recommended substance abuse treatment.
 - The participant will comply with all requirements of the program as set by the Court Referral Officer.
 - The participant will comply and complete any and all periodic and random drug tests as required by the Court Referral Officer.
 - The participant will successfully complete any in-patient/out-patient treatment program as required.
 - The participant will successfully complete any educational classes relating to said conduct from the offense(s).
 - The participant is responsible for the costs associated with all counseling, treatment programs, drug/alcohol screens, testing or educational classes. These costs are to be paid by the participant directly to the provider of the services.
6. **Do not violate any federal, state or local law:** The participant will be required to obey all federal, state and local laws. Violation of any law may, at the discretion of the Prosecutor, result in expulsion from the program. The participant shall not receive new criminal charges of any kind while enrolled in PTIP. Any new charges may result in termination from PTIP without regard to the final disposition of the new charges.

7. **Comply with other court orders:** The participant shall remain in compliance with all other orders in this or any other court.
8. **Maintain employment:** Unless specifically waived, the participant shall be gainfully employed or actively seeking employment. The participant shall notify the Court in the event of any change in employment or employment status.
9. **Residential Status:** The participant is to immediately notify the Court of any change in residential status, change of address or phone number. Failure to do so may result in termination from PTIP.
10. **Costs:** The participant is solely responsible for the payment of all fees and costs while enrolled in the program. These costs will be paid directly to the provider of these services. Payment in full of all monies is a requirement for successful completion of PTIP.
 - Application fee to Hartselle Municipal Court. This fee is non-refundable.
 - All Court Referral Office counseling, treatment and educational classes.
 - Referral, evaluation, monitoring and other related fees.
 - Periodic and random drug/alcohol screens and testing.
 - Hartselle Municipal Court costs for offense(s).
 - DUI and POM cases: Hartselle Municipal Court Monitoring Fee.
 - Fine/Court costs for any other offense(s) as agreed.
 - Restitution due to any victim.
 - Any other monies/fees as required or necessary for the successful completion of PTIP.
11. **Additional Requirements:** The participant will complete any additional requirements of The Program (PTIP) set forth by the Prosecutor and/or Municipal Judge.
12. **Failure to comply with the Terms and Conditions Agreement:** If the defendant participating in PTIP fails to comply with any of the terms and conditions Agreement, the participant will be terminated from PTIP the Court shall adjudicate the guilty plea and impose punishment/sentence without delay.

The defendant participating in The Program (PTIP) has read and fully understands the terms and conditions in the Agreement. The participant agrees to abide by all of the Terms and Conditions Agreement. The participant agrees and fully understands that unsuccessful completion of the program, revocation, discharge, termination or any failure to abide by the Terms and Conditions Agreement will result in expulsion from PTIP. The Court shall adjudicate the guilty plea and impose punishment/sentence without delay.

Signature of Participant

Date

Signature of Attorney for Participant

Date



**Pretrial Intervention Program (PTIP)
City of Hartselle Municipal Court**

Cost Estimation Schedule

Case #(s) _____

Applicant Name: (Please print) _____ Attorney Name: (Please print) _____

It is expressly understood and agreed between the defendant participating in The Program (PTIP) and the City of Hartselle Prosecutor as evidenced by the Terms and Conditions Agreement previously executed by the said parties, that the participant will pay all amounts specified below as part of the Pretrial Intervention Program, and said payments shall be on the following terms and conditions:

Initials: _____

_____ \$ 507.00 Application Fee to be paid to: Hartselle Municipal Court.

This amount is non-refundable and due at the time of acceptance into the Program and shall be paid in full prior to entry into PTIP. (\$7 from the fee is paid to the State Office of Prosecution Services.) No applicant will be denied entry into PTIP based solely on the inability to pay.

_____ \$ 100.00 Evaluation Fee: Paid to: Morgan County Court Services.

_____ \$ per eval. Counseling/Classes. (estimated) Level I Requirement. Paid to: Morgan County Court Services.

OR

_____ \$ per eval. Counseling/Classes. (estimated) Level II Requirement. Paid to: Morgan County Court Services.

_____ \$ 240.00 Monitoring Fee. (estimated min. 6 mos.) Paid to: Morgan County Court Services.

_____ \$ 240.00 Drug/Alcohol Testing. (estimated min 6 mos). Paid to: Morgan County Court Services.

_____ \$ TBD Court Costs (estimated). Paid to: Hartselle Municipal Court.
(For DUI or POM cases, court costs include a monitoring fee.)

_____ \$ _____ Restitution, if applicable: Paid to: Hartselle Municipal Court.

_____ \$ _____ Other: _____

_____ \$ _____ Total estimated amount owed.

_____ All Driver License related/reinstatement fees are the responsibility of the Participant to address with ALEA.

_____ Participant agrees to pay the above mentioned Application Fee to Hartselle Municipal Court in full prior to entry into PTIP.

_____ Participant agrees to pay court costs, monitoring fee, and restitution (if applicable) to Hartselle Municipal Court.

_____ Participant agrees to pay any services, fees, counseling, treatment, educational classes, testing and/or drug and alcohol screens directly to the provider.

_____ Participant acknowledges forms of payment accepted by Hartselle Municipal Court are cash, money order, cashier's check or credit/debit card. No personal checks are accepted.

_____ Participant acknowledges by using a credit/debit card to pay monies to Hartselle Municipal Court there will be a third party convenience fee added that is above the amount being paid to The Court. This fee is charged by and paid directly to the card service provider and is not collected or paid to Hartselle Municipal Court.

Signature of Participant

Date

Signature of Attorney

Date

Morgan County Court Services

Fee Schedule Effective 11/03/2025

Evaluation Fee	\$100.00
Monitoring Fee	\$40.00 monthly
Drug Screen	\$20.00 each (2xmonthly)
Reschedule Fee	\$10.00 each
Level I drug and alcohol education class (12 hours)	\$180.00*
	or
Level II drug and alcohol education class (24 hours)	\$330.00*
Counseling – 4 sessions (\$75 each 1 hr session)	\$300.00*
	or
Counseling – 8 sessions (\$75 each 1 hr session)	\$600.00*
Anger Management Class (8 hours)	\$275.00

* Class level is determined at evaluation appointment.

PTIP administrative docket is a minimum of 6 months.

The amount for Monitoring Fee and Drug Screens on the Cost Estimation Schedule is based on a 6 month time period. Those costs will increase if Defendant takes longer than 6 months to complete CRO portion of PTIP.