

STATE OF WISCONSIN

DA Case No.:

Plaintiff,

vs.

Court Case No.:

EARLY INTERVENTION PROGRAM DEFERRED PROSECUTION AGREEMENT

The State of Wisconsin, by _____, and I, the defendant, personally and with counsel _____, hereby move the court to accept the following Deferred Prosecution Agreement pursuant to Wisconsin Stats. Sections 971.37(5):

1. **Guilty Plea** – I will plead guilty to the charge(s) of _____ in Milwaukee County Circuit Court Case Number _____, contrary to Wisconsin Stats. Section _____, as charged in the criminal complaint.
2. **Deferral** - The parties ask that the court find that my plea was knowing, intelligent, and voluntary, find a factual basis for the plea, accept my plea, suspend the prosecution pursuant to Wisconsin Stats. Section 971.37(1m)(b) and 971.37(5), and defer entry of the judgment of conviction for _____ months (deferral period), during which time I will be monitored by JusticePoint, Inc. (Monitoring Agency).
3. **Waiver** - I waive the right to a jury trial, the right to a speedy trial, the right to confront the State's witnesses, the right to remain silent, and the right to have the charge proven beyond a reasonable doubt at trial, and all post-conviction motions other than Ineffective Assistance of Counsel.
4. **Statute of Limitations Tolling** - I further agree that this Agreement tolls any applicable civil and/or criminal statute of limitations related to the deferral period.
5. **Conditions** - During the pendency of this Agreement, I agree to:
 - a. Commit no further acts that rise to the level of probable cause of a violation of the laws of the State of Wisconsin, of any other state, or of the United States of America.
 - b. Meet with the Monitoring Agency for my initial appointment upon the entering of this Agreement in Court **and schedule an appointment for a Mentoring Screen.**
 - c. Notify my attorney of any police contact that results in arrest or citation as soon as possible. My attorney must then notify the District Attorney's Office and the Monitoring Agency concerning this contact. Police contact does not mean the Deferred Prosecution Agreement will be terminated. However, failure to notify

my attorney of police contact will be deemed a violation of this Agreement and may lead to termination.

d. Cooperate with programming as outlined in the attached Milwaukee County Early Intervention Deferred Prosecution Report.

e. Participate in AODA or mental health assessment and appropriate treatment.

Undergo random screens for drugs and alcohol to ensure absolute sobriety. I acknowledge that I may be drug tested at any time. In the event that I am given a location and time to report for a drug test, it is my responsibility to report to the assigned location at the time given for the test. A missed test or a specimen that comes back "diluted" will be considered "dirty" for which I may be sanctioned. Repeated positive, diluted or missed drug screens may be grounds for termination of this Agreement by the State.

Notify any medical practitioner seen for medical treatment that I am subject to the terms of this Agreement, disclose that I have an open criminal case in Milwaukee County and that this information should be considered by the practitioner in making any medical determinations on my behalf in connection with prescribed substances. I should also request that the practitioner write on my medical file that I am a participant in a drug treatment program and provide a signed and dated written acknowledgement of this disclosure, which I am required to provide to the Court and the parties to the Agreement. Failure to comply with this Policy may result in termination of the Agreement.

Notify my case manager if I am prescribed any medication while this Agreement is in effect. This rule applies whether or not I actually fill the prescription. I must also notify my case manager if I receive any medication during a visit to a hospital, emergency room, walk in clinic, or doctor's office.

Appear before Judge Carl Ashley, Branch 33, or his designated pair judge for the periodic Court hearings as determined by the Court as part of the Agreement.

Cooperate with Wisconsin Department of Corrections (DOC) Agent _____, Contact Info: _____, Email: _____ (Monitoring Agency) and attend meetings with a designated caseworker, the frequency of said meetings to be adjusted with the consent of the parties and based on my compliance.

Participate in required substance abuse and/or mental health treatment at MSDF and the halfway house pursuant to the terms of the Alternative to Revocation agreed to in Milwaukee County Case Number _____.

Comply with all other rules of supervision by the DOC.

Participate in and complete a Thinking for a Change program.

Obtain/Maintain employment.

Attend school.

- f. Continue to reside at and keep the Monitoring Agency and my attorney advised of my contact information at all times. In the event of an emergency requiring I reside at a different residence, even temporarily, I must notify my caseworker within one week.
 - g. Make a good faith effort to pay an assessment in the amount of \$50.00 to the Monitoring Agency. Absent any other violation, failure to pay this assessment will not automatically be grounds for termination of this Agreement.
 - h. Participate in any additional programming as determined by the Monitoring Agency and the parties to this Agreement.
 - i. Complete any releases necessary for monitoring.
 - j. Provide a copy of this Agreement to the Monitoring Agency.
 - k. Have no contact with .
 - l. I shall pay restitution in the amount of _____ to with said payment in the form of a certified check or money order provided to my attorney who will forward it on to the victim via certified mail and comply with the provisions set forth below. The parties may stipulate that I have made a good faith effort to pay restitution but have been unable to pay the full amount. Upon that stipulation, any unpaid balance shall be converted to a civil judgment and shall be referred to the Wisconsin Department of Revenue Tax Intercept Program and shall be subject to administrative fees. If any restitution amount is not known at the time the contract is entered into or is altered from the original amount, I and/or the victim is entitled to exercise all statutory rights under 973.20 Wis. Stats.
 - m. Participate in the Milwaukee County District Attorney's Community Conferencing or Restorative Justice Program and comply with conditions agreed to during programming. If not accepted into the CCP, I will perform _____ hours community service at a non-profit agency of defendant's choice (**FORWARD COPY OF AGREEMENT TO CCP**).
 - n. Complete _____ hours community service at a non-profit agency which is not a business that operates for profit.
 - o. Write a letter of apology.
6. **Reports** - During the pendency of this Agreement, the Monitoring Agency will provide monthly reports to the and my counsel, certifying compliance with the terms of this Agreement. It is the responsibility of the Monitoring Agency to provide three (3) copies of the Monitoring Agency's report for any review date before the Court.
7. **Proof of Completion** - At the end of the deferral period, I or my attorney shall submit written proof of compliance that will be certified by the Monitoring Agency and provided to the Court.
8. **Successful Completion** - If, at the end of the deferral period, the defendant has complied with the conditions of this Agreement, the State will:

- a. Move to dismiss this case.
- b. Move to amend the charge to _____ pursuant to Wisconsin Stats. Section _____ of the Wisconsin State Statutes and recommend the following disposition _____.
- c. Other: _____.
9. **Extension of Agreement** - The State reserves the right to move the Court for a stipulated extension of the deferral period as conditions require and I agree that if any date is set beyond the Agreement's expiration date by the Court, I agree to an extension of the Agreement until that date. Further, if at any time during the pendency of the case a bench warrant is issued for my arrest, I agree that the Agreement shall be automatically extended up until at least the date of my next appearance in court on this case.
10. **Non-Compliance** - If, at any time during the deferral period, I have not complied with the conditions of this Agreement, the State may at its discretion revoke this Agreement, and, upon giving me and/or my attorney notice, move the Court to enter the judgment of conviction and the parties shall proceed to sentencing. Under these circumstances, the State will recommend that I be sentenced to _____.
11. **Felony Probable Cause** - If, at any time during the deferral period, there is probable cause to believe that I have committed any felony offense that is not referenced in the criminal complaint in this case, whether that felony offense occurred before or after the date of this Agreement, the State may at its discretion revoke this Agreement, and, upon giving me and/or my attorney notice, move the court to enter the judgment of conviction. The parties shall then proceed to sentencing, and under these circumstances, the State shall be free to argue for any disposition it deems appropriate, up to and including the maximum provided by law.
12. **Unknown Criminal History** - If, at any time during the deferral period, it is discovered that I have a criminal record *anywhere* beyond that included in the discovery materials or previously disclosed by me to the State, or that I have other pending matters that I knew or should have known about that ultimately result in criminal charges, the State reserves the right to renegotiate its sentencing recommendation, up to and including the maximum provided by law.
13. **Revocation by the Defendant** - At any point during the deferral period, I may, through written motion, notify the State and the Court of its intention to revoke this Agreement, and move the court to enter judgment of conviction and schedule the matter for sentencing.
14. **No Firearms** - While this Agreement is in effect, I agree to not possess any firearm and further stipulate that this prohibition is made a condition of my release under Wisconsin Stats. Section 969. Any firearms in my possession prior to the entry of this Agreement will be safeguarded outside of my residence. A violation of this term may result in revocation of the Agreement and the issuance of Bail Jumping charges.
15. **No Concealed Carry Permits** - While this Agreement is in effect, I agree to NOT apply for a Concealed Carry Permit (CCW Permit) and further stipulate that this prohibition is

made a condition of my release under Wisconsin Stats. Section 969. A violation of this term may result in revocation of the Agreement and issuance of Bail Jumping charges.

16. **Conditions of Bond** - The parties agree and I understand that the conditions of any bond in effect on the plea date shall continue for the entire length of this Agreement and that any violation of my bond may result in Bail Jumping charges pursuant to Wisconsin Statutes Section 946.49.

17. **Staffing** - The parties to this Agreement understand that there may be periodic meetings between the Monitoring Agency, me, my attorney and an Assistant District Attorney to address my compliance with the conditions of this Agreement, which I will be required to attend, unless attendance is waived by the parties to this Agreement. Upon advance notice from the Monitoring Agency or another party to this Agreement, my attorney agrees to make a good faith effort to attend these meetings.

Dated at Milwaukee, Wisconsin, this day of , .

Respectfully submitted,

Defendant

_____|_____ Date

Participant Signature

Defense Counsel for Participant

Attorney Name

_____|_____ Date

Signature

Counsel Contact Info.:

Phone #:

E-mail:

Please forward a copy of this Agreement to JusticePoint, Inc., Safety Building Room 205.