

## Milwaukee County Early Intervention Program Diversion Agreement

DA Case No.:

Participant:

Phone number(s):

Address:

Date of Birth:

Start Date:

End Date:

Monitoring Agency: Central Liaison Unit/JusticePoint

I, , agree to take part in the Milwaukee County Diversion Program and be monitored by the above referenced agency (the "Monitoring Agency.") **I understand that if I fulfill this Agreement, the District Attorney will not file a charge(s) against me. I understand that if I do not fulfill this Agreement, I will be terminated from this program and my case may be charged.** The initial charge(s) that the District Attorney may file against me if I am terminated from this program is/are .

The initial disposition which the District Attorney may recommend for this charge is \_\_\_\_\_.

**An absolute requirement for this Agreement is that I must avoid committing a crime during the term of this Agreement. I understand that if at any time during the Diversion Agreement, there is probable cause as determined by both parties to this Agreement, a Court Commissioner or a Circuit Court Judge to believe that I have committed any criminal offense that is not the subject of this Diversion Agreement, whether that criminal offense occurs before or after the date of this Agreement, the District Attorney's Office may use its discretion revoke this Agreement and issue criminal charges.**

**I understand that I am obligated to report any police contact that results in arrest or citation to my attorney as soon as possible. My attorney in turn must notify the District Attorney's Office. Police contact does not mean the Diversion Agreement will be automatically terminated. However, failure to notify my attorney of police contact will be deemed a violation of the contract and may result in termination.**

While this Agreement is in effect, I am prohibited from possessing any firearm or applying for a Concealed Carry Permit (CCW Permit). Violation of these terms may result in revocation of the Agreement.

I further agree that this Agreement tolls any applicable civil and/or criminal statute of limitations.

It is my responsibility to fulfill all conditions of the Diversion Agreement. While the Monitoring Agency will help me fulfill the Diversion Agreement, it is my responsibility to complete and provide documentations of all terms.

I understand and agree that my case will be held open until \_\_\_\_\_.

I understand that this Diversion Agreement may be extended by stipulation of all the parties.

I understand that I can quit this program at any time, but if I do, my case will be charged as it would have had I not entered this program. I understand that all information about my

cooperation with this program will be shared with the District Attorney's Office and their staff, the caseworker, and my defense attorney.

I understand that, if at any time during the Diversion Agreement, 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 revoke this Agreement.

I understand that there may be periodic meetings between the Monitoring Agency, myself, my attorney and an Assistant District Attorney to address my compliance with the conditions of this Diversion 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.

**As a condition of this Agreement, I must:**

- Meet with the Monitoring Agency immediately after signing this Agreement. All statements made to my caseworker with regards to this case are confidential and cannot be used against me if I fail this program and am later prosecuted by the District Attorneys Office.
- Respond to the Monitoring Agency when contacted to determine compliance with this Diversion Agreement. Failure to respond to the Monitoring Agency may result in termination of this Agreement.
- Make a good faith effort to pay an assessment in the amount of \$50.00 payable to the Monitoring Agency. Absent any other violation, failure to pay this assessment will not automatically be grounds for termination of this Agreement.
- 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 me to reside at a different residence, even temporarily, I must notify my caseworker within one week.
- Sign any releases necessary for monitoring my progress in this program.
- Complete an exit interview with the Monitoring Agency prior to the completion date.
- Attend school
- Obtain/Maintain employment
- Participate in any additional programming as determined by my caseworker.
- Have no contact with .
- Have no contact with the following (unless required to travel through this area for work):
  - a. Northern Border:
  - b. Southern Border:
  - c. Eastern Border:
  - d. Western Border:

- Pay restitution, in the amount of \_\_\_\_\_ to the Victim(s). Said payment will be provided to my defense attorney in the form of a certified check or money order. My attorney will then forward it on to the victim via certified mail and comply with the provisions set forth below. Any bail on deposit will be applied to restitution (see attached Diversion Bail Return Form). The parties may stipulate that the defendant has made a good faith effort to pay restitution but has been unable to pay the full amount. In addition, the District Attorney's Office reserves the right under the terms of this Diversion Agreement to file a county ordinance case in Milwaukee County Circuit Court and convert unpaid restitution to a Civil Judgment subject 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, the defendant and or the victim is entitled to exercise all statutory rights under 973.20 Wis.Stats.

- Participate in the Milwaukee County District Attorney's Community Conferencing or Restorative Justice Program or alternatively perform \_\_\_\_\_ hours community service. **(FORWARD COPY OF AGREEMENT TO CCP)**
- Complete \_\_\_\_\_ hours community service at a non-profit agency that is not a business that operates for profit.
- Letter of apology.
- Complete the Benedict Center Referral Form.
- Follow any recommended Sexually Transmitted Disease testing.
- Complete all components of the Benedict Center's Sister's Program or other programming recommended by the Benedict Center. **(Prostitute Programming only)**
- Pay a nonrefundable programming fee in an amount determined by the Benedict Center (maximum of \$300.00) prior to beginning programming. The failure to pay this programming fee may be grounds for termination of this Agreement. **(Solicitor/CIP Programming only)**
- This Agreement may be modified with the consent of the parties to this Agreement.

The statements written above have been read by me or to me, and I understand and agree to each of them. The Milwaukee County Early Intervention Diversion Program has been explained to me and I agree to participate in this Program voluntarily and I accept all of the conditions of the Program. I understand that the information on my case may be gathered for future evaluation of the Milwaukee County Early Intervention Program.

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Date

Participant Signature

Defense Counsel for Participant

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Date

Signature  
Attorney State Bar No.:

**Counsel Contact Info.:**

Phone #:

E-mail:

Deputy/Assistant District Attorney

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Signature

Date

State Bar No.:

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