

STATE OF WISCONSIN

DIVERSION AGREEMENT

Plaintiff,

-vs-

CASE NO.: \_\_\_\_\_

[Name of Defendant],

DA Case No. \_\_\_\_\_

Defendant,.

The State of Wisconsin, by Assistant District Attorney, \_\_\_\_\_, and the defendant, personally, and with Attorney, Christopher Doerfler, hereby agree that the defendant will plead guilty to **[Insert Criminal Charge]**, in this case, understanding that the court will accept the plea, but will not enter a judgment of conviction during this **12-month** Diversion Agreement. It is agreed that if the defendant complies with the conditions of this agreement, the State will move to dismiss the above count/crime/case without cost and with prejudice. By entering into this Diversion Agreement the defendant waives the right remain silent, to have the crime(s) proven beyond a reasonable doubt at a jury trial, and to confront the State's witnesses.

If the defendant violates any of the following conditions of this Diversion Agreement the State will move to revoke the diversion.

The defendant is required to **pay a \$40.00 upfront fee** prior to entering into the agreement.

**THE DEFENDANT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS:**

1. Pay **\$20.00** per month to the District Attorney's Office in the form of cash or money order (**no personal checks will be accepted**) as the service fee for this Diversion Agreement. The fee must be paid on the first day of each month, effective **OCTOBER 1, 2009**. Any missed payments may prompt a motion to revoke this Diversion Agreement, however a ten-day grace period will be allowed. The **\$40.00 upfront fee** will cover the final two months of the agreement. The defendant understands that if the Diversion Agreement is revoked, the defendant remains liable for any past due balance of the service fee, up to the time of revocation.
2. Commit no crimes. The State will consider the defendant to have violated this condition if a court finds probable cause from a criminal complaint that the defendant committed a crime.
3. Notify the Clerk of Court's Office and the District Attorney's Office **in writing** within 72 hours of any change of address. The defendant understands that any notices or letters sent by the District Attorney's Office or the Clerk of Court's Office to the defendant's last known address which are returned unclaimed or which otherwise indicate that the defendant no longer resides there will result in revocation of this Diversion Agreement and issuance of a warrant for the defendant's arrest.

**Defendant's Current Address:** \_\_\_\_\_

4. Appear for a Diversion Agreement Review, with the Diversion Coordinator, District Attorney's Office, **at 2:00 p.m. on DECEMBER 2, 2009**. This is a mandatory review unless given prior approval at least 1 week before the review date. At the review, the defendant will discuss progress, or lack thereof, on conditions in the agreement. Any past due written documentation of progress must be provided to the Diversion Coordinator at the time of the review.
5. Perform **50 hours** of community service, at a **minimum of 5 hours per month**, at one of the agencies on the Community Service Sites list, or at a comparable non-profit agency in the defendant's home town. It is the defendant's responsibility to locate an appropriate community service site, to schedule

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and perform the community service with that agency. The defendant must ensure that **a letter, written by the supervisor on agency stationery**, documenting the completion of the community service hours, is received in the District Attorney's Office by **JULY 25, 2009**.

6. Complete an alcohol and/or other drug abuse assessment with a certified alcohol and drug abuse counselor at an appropriate counseling or treatment center and willingly cooperate in any recommended counseling or treatment. The defendant must ensure that the written results of the assessment, along with any recommendations by the counselor, are received in the District Attorney's Office by **NOVEMBER 25, 2009**. If counseling is recommended, the defendant must ensure that written documentation by the counselor, of the defendant's attendance and compliance with any recommendations, is received in the District Attorney's Office by **AUGUST 25, 2010**.
7. Do not possess or consume alcohol or any controlled substance other than that prescribed by a licensed physician for the defendant.
8. Have no contact with known drug users or dealers of illegal drugs or locations where illegal drugs are present.
9. Comply with random drug and alcohol testing as recommended by the AODA counselor. All testing results must be received in the District Attorney's Office on a monthly basis.
10. Give a **copy of this agreement** and the **criminal complaint** to any counselor and **sign any releases** necessary to allow the counselor to report compliance or lack thereof to the District Attorney's Office.
11. Write an essay about the dangers of using ecstasy as well as the long term use of marijuana. The essay must be received in the District Attorney's Office by **OCTOBER 25, 2009**.

**The defendant understands it is his responsibility to provide written documentation of compliance for conditions to the Diversion Program Coordinator by the due dates. It is the defendant's responsibility to communicate with the coordinator about problems preventing compliance with any condition. The defendant must cooperate in working out any reasonable and appropriate alternative to revocation of the agreement. The defendant further understands that failure to communicate with the Diversion Program Coordinator regarding reasons for noncompliance, will be taken as a lack of interest or motivation to successfully complete the Diversion Agreement. The State would then move to revoke the Diversion Agreement.**

**The court shall hold a hearing at which the defendant is entitled to an attorney and to present evidence.** If the court finds by a preponderance of the evidence that the defendant has violated the agreement, failed to communicate with the Diversion Coordinator, or discuss an appropriate alternative to revocation, the court may revoke the Diversion Agreement. **If the court denies the State's motion, the Diversion Agreement shall remain in full force and effect until its expiration or a further motion to revoke is filed.**

DATE: \_\_\_\_\_

\_\_\_\_\_

Assistant District Attorney

DATE: \_\_\_\_\_

\_\_\_\_\_

Deferred Prosecution Coordinator

DATE: \_\_\_\_\_

\_\_\_\_\_

Christopher Doerfler  
Attorney for Defendant

DATE: \_\_\_\_\_

\_\_\_\_\_

Defendant