

**ROCK COUNTY OWI COURT INTERVENTION AND TREATMENT
PARTICIPATION AGREEMENT AND ORDER**

The Defendant having entered a plea of no contest or guilty to the charge(s) of _____ hereby enters this Agreement to participate in this Circuit Court's Operating While Intoxicated (OWI) Court Program. The Defendant hereby admits that the Defendant has an alcohol abuse problem and furthermore that the Defendant would like to benefit from the stringent requirements of this Circuit's OWI Court Program. The Defendant understands that the opportunity to participate in this program is a privilege and the Defendant is affirmatively requesting placement in the OWI Court Program. The Defendant understands that if accepted, the following conditions must be satisfied.

1. A substance abuse assessment has been conducted to determine whether participation in this Circuit OWI Court Program is appropriate. The Defendant will continue to cooperate with the substance abuse evaluator.
2. The Defendant will fully cooperate in the completion of all background checks that will be conducted to determine whether participation in this Circuit's OWI Court Program is appropriate.
3. The Defendant hereby agrees to follow any recommendation by the evaluator.
4. The Defendant will appear at all OWI Court Hearings.
5. The Defendant will report to the substance abuse treatment provider as instructed, which will occur as soon as possible after placement into the program. The OWI Court program will continue for 18 months but may be extended or shortened if deemed necessary by the OWI Court Judge.
6. The Defendant agrees to fully participate in the substance abuse treatment that will be completed in four OWI Court Program phases. Advancement to a higher phase will be conditional upon final approval of the OWI Court Judge. The Defendant further understands that the specific requirements of each phase may be modified to the individual needs of the defendant by the treatment provider.
7. The Defendant understands that the Defendant may be required to give a urine sample, or breath test at any time while in the OWI Court Program. If the Defendant does not give a urine sample/PBT when requested, it may be treated as a positive result by the OWI Court Team.
8. The Defendant understands that Officers employed by the Wisconsin Department of Corrections (Probation Officers) or any member of the OWI Court Team or any Law Enforcement Officer may conduct supervisory contacts. These contacts may include searches of the home where the Defendant is present, the Defendant's person and/or vehicle and they may occur at home, work, in a car, at

a treatment center, the courthouse, probation office or anywhere deemed necessary. The officer conducting the search will announce the officer's presence and will not break any door or other part of the Defendant's property in order to conduct the search. The Defendant fully understands that any refusal of any search will be reported to the OWI Court Judge and that the Court may determine this to be a violation of the OWI Court requirements and therefore the refusal may result in sanctions being imposed by the Court.

9. The Defendant consents to allow information concerning the Defendant's participation in OWI Court to be shared with all OWI Court Team members in order for the Team to carry out official tasks of the OWI Court. These tasks include but are not limited to urinalysis/PBT results, treatment, group attendance and the overall program progress.

10. The Defendant can expect to receive incentives as the Defendant progresses in the OWI Court Program. The Defendant understands that the failure to attend counseling, the failure to remain drug and alcohol free or the failure to demonstrate satisfactory progress in treatment will result in a review of the case by the OWI Court Judge to determine the continued participation in the OWI Court Program or the imposition of legal consequences and sanctions, which may include incarceration.

11. The Defendant agrees to promptly and truthfully answer all questions asked by any OWI Court Team member.

12. The Defendant agrees to obey all reasonable directions given by any OWI Court Team member.

13. The Defendant agrees to reside locally.

14. The Defendant is required to meet all financial responsibilities unless otherwise determined by the OWI Court Judge.

15. The Defendant will not violate the law.

16. The Defendant agrees not to associate with any person engaged in criminal activity.

17. The Defendant agrees to pay the OWI court fees of \$75 per month. A defendant experiencing financial need may petition the OWI Court Judge for deferment of fees, however full payment is expected prior to graduation from the program.

18. The Defendant will complete all tasks as directed by the OWI Court. Examples of such tasks may include, but are not limited to: paying restitution, purchasing treatment literature, remaining employed, staying in school, life skill

education, literacy training, vocational rehabilitation, community resource referrals, and community service.

19. The Defendant will receive the lowest penalties as allowed under the OWI sentencing guidelines for the fifth judicial district for an OWI 3rd offense including the following: reduced fees and fines, reduced periods of driver's license revocation, and reduced jail sentences. OWI court participant will receive a preference for electronic monitoring for any jail sentence. Time on probation may be reduced upon completion of the program. Evidence based AODA treatment provided free of charge to participant. Ignition interlock timeframe and costs will be reduced. Participant will receive personalized assistance receiving occupational driver's license.

20. Expulsion from the OWI program will result in the commencement of revocation proceedings by the Department of Corrections. The defendant will face the same penalties that originally applied in the case.

21. The Defendant's next court date will be _____ at 4PM, for OWI COURT, before the Honorable R. Alan Bates in Courtroom C-3rd floor, Rock County Courthouse in Janesville, Wisconsin.

The Defendant understands, accepts and agrees to the contents and consequences of this agreement which the Defendant has read or which has been read or explained fully to the defendant. No threats or promises have been made to any party to cause the defendant to enter into this agreement. The defendant is not under the influence of any drug, medication or alcohol. The defendant is not suffering from any mental problems at this time which could affect the defendants understanding of this agreement. The defendant is entering into this agreement freely and voluntarily.

I have read, and knowingly, intelligently and voluntarily agree, to the above terms and conditions:

Dated this ____ day of _____, _____. Dated this ____ day of _____, _____.

Defendant
Assistant District Attorney
State Bar No:

Dated this ____ day of _____, _____.

Defense Attorney
State Bar No: