

**IN THE TWENTY FIFTH JUDICIAL DISTRICT
IN THE DISTRICT COURT OF SCOTT COUNTY, KANSAS**

STATE OF KANSAS,

Plaintiff,

vs.

Case No. ***

*****,**

Defendant.

DIVERSION AGREEMENT

THIS DIVERSION AGREEMENT, made and entered into this ___ day of _____, 20____, by and between the Scott County Attorney and the Defendant named above, all as provided by K.S.A. 22-2908 et seq., as amended.

WHEREAS, the statistical information pertaining to the named Defendant is as follows:

A. FULL NAME AT THE TIME OF THE COMPLAINT:

B. ADDRESS:

C. HOME PHONE:

WORK PHONE:

CELL PHONE:

D. DL STATE / NUMBER:

E. RACE/GENDER:

F. YEAR OF BIRTH:

G. EMPLOYER NAME/ADDRESS:

H. THE COMPLAINT CHARGES DEFENDANT WITH THE CRIME(S) OF:

1.

2.

DATE OF OFFENSE/TICKET:

I. ATTORNEY REPRESENTING DEFENDANT: ****

WHEREAS, the named Defendant has made application for Diversion from the charges in the complaint to the Scott County Attorney, and,

WHEREAS, it appears to the Scott County Attorney, upon careful consideration of all factors set forth by K.S.A. 22-2908, as amended; and upon finding the Defendant has not previously participated in a diversion agreement, that a deferred prosecution would be in the best interest of justice and would mutual benefit of the Defendant and the community.

NOW THEREFORE, IT IS STIPULATED AND AGREED AS FOLLOWS:

1. That "Diversion Agreement" means the specification of formal terms and conditions which the Defendant must fulfill over a specified term in order to have the charges against him dismissed.
2. That the term of this Diversion Agreement shall be for a period of (***) months, beginning on the ____ day of _____, 20__ and ending on the ____ day of _____, 20__ unless extended as hereafter provided.
3. That the term of this agreement, as provided in paragraph 2, may be extended for a period not to exceed a like term or any part thereof at the direction of the County Attorney, when in her discretion, the additional time would serve to fulfill any obligation of Defendant herein or would be to serve the needs of justice. Such extension of time shall be in writing with notice to the Defendant, and shall be filed as an addendum to this Agreement with the Clerk of the District Court and the appropriate reporting agency as provided herein.
4. That if the Defendant fulfills the obligations set forth herein, as determined by the County Attorney, the charges against said Defendant shall be dismissed with prejudice. However, should it come to the attention of the County Attorney that Defendant, during the term of this Agreement or extension thereof, has failed to fulfill the terms or obligations as set for the herein, then the County Attorney shall consider the agreement breached, and shall so inform the Defendant and the District Court. The Court may resume the criminal proceedings on the complaint against the Defendant, upon finding the Defendant has failed to fulfill the terms of this agreement.
5. Except as hereafter provided, no statements made by the Defendant or counsel in any diversion conference or in any other discussion of a proposed diversion agreement shall be admissible as evidence in criminal proceedings which are resumed under K.S.A. 22-2911, as amended:
 - a. Participation in diversion program;
 - b. The facts of such participation; or
 - c. The diversion agreement entered into.
6. Upon execution of this agreement, the same shall be filed with the Clerk of the District Court of Scott County, Kansas and shall serve to stay and continue all further proceedings on the complaint until further order of the Court.
7. **IT SHALL BE THE SPECIFIC CONDITIONS OF THIS AGREEMENT THAT:**
 - a. Defendant shall not violate any federal, state or local laws. Provided further that Defendant shall immediately contact the office of the Scott County Attorney if arrested, ticketed, or charged by any Law Enforcement Officer for a crime.

b. Defendant shall continue to live in the State of Kansas. If the Defendant intends to move out of the State, Defendant shall inform the office of the Scott County Attorney in writing and obtain permission before moving. Defendant shall notify the office of the Scott County Attorney of any change of address in writing, within FIVE (5) DAYS of any such change. Any mail addressed to the Defendant at the last known address as shown on the most recent reporting document which is returned as not deliverable, no forwarding address on file, etc., will be considered prima facie evidence that you have failed to meet his condition of your Diversion Agreement.

c. By signing this agreement, Defendant stipulates to the facts contained in the ticket or probable cause affidavit filed with the complaint upon which these charges were based. If the defendant fails to fulfill the terms of the specific diversion agreement and the criminal proceedings on the complaint are resumed, the proceedings, including any proceedings on appeal, shall be conducted on the record of such stipulation of facts relating to the complaint or ticket.

d. *****

e. Defendant shall pay to the Office of the County Attorney the following amounts:

1. The sum of \$ __ Diversion fee – made payable to the **Scott County Treasurer.**
2. The sum of \$ __ Court Costs --- made payable to **Clerk of the District Court.**
3. The sum of \$ __ Donation-----made payable to **Scott County Foundation.**
4. ***TOTAL = \$__; \$__ to be paid at the execution of this diversion. *PLEASE NOTE THAT IF WRITING A CHECK OR PAYING WITH A MONEY ORDER, EACH PAYMENT WILL NEED TO BE SEPARATED AND ADDRESSED TO THE CORRECT ENTITY MENTIONED ABOVE.****

FINALLY, I, the Defendant, by agreeing to this Diversion Agreement, do hereby waive all my rights under the law or the constitution of Kansas or the United States to a speedy arraignment, preliminary examination, speedy trial and trial by jury.

I, further stipulate and agree that the facts contained in the Police Reports and Probable Cause Affidavit or charging ticket filed herein are true and that testimony would prove such facts beyond a reasonable doubt.

I, do hereby state that I have read and reviewed the above Diversion Agreement, including the above waiver of rights and the same have been explained to me. I have had opportunity to review this agreement with an attorney if I so wish. I understand this Diversion Agreement and will comply with its terms.

I hereby acknowledge receipt of a completed and duly executed copy of this Diversion Agreement on this date first above written.

Divertee-Defendant

Rebecca J. Faurot, 19268
Scott County Attorney