**TERMS OF TRAFFIC DIVERSION AGREEMENT**

 This Diversion Agreement is made on the TODAY’S DATE, between the District Attorney of the Tenth Judicial District of the State of Kansas (State) and the above-named Defendant. The Term of Diversion begins effective from the File Stamp Date issued by the Clerk of the District Court. **The Defendant agrees to** **attend all court hearings until instructed not to by the Court. Check www.jococourts.org for confirmation.** The Defendant agrees to voluntarily accept the terms and abide by the conditions of this agreement, in consideration of which the State agrees to refrain from prosecuting the Defendant for the following **6** **months** for the following charges(s): VIOLATION(S) LISTED HERE. The State also agrees to dismiss with prejudice the above stated charge(s) upon successful completion of all terms of this agreement.

 **The Defendant agrees to comply with the following conditions of Diversion. The Defendant shall:**

1. Not violate the laws or ordinances including traffic of any jurisdiction.

2. Maintain a valid license for the entire term of diversion. The Defendant shall maintain valid insurance and registration for the entire term of diversion.

3. Pay Diversion Fee: $XXX.XX (DA Trust Account) and Court Costs: $109.50 (Clerk of the District Court). Defendant is not on diversion until the above stated fees are paid in full. This does not include any other fees that may be associated with this case. Defendant is required to pay the Clerk of the District Court for the services of the Court Appointed Attorney or any other fees assessed, within 10 days, if applicable, as directed by the Diversion Case Manager. Notification will be sent to Defendant’s last known address: **CURRENT ADDRESS**

4. Notify the Diversion Case Manager in writing within 7 days of any change to address or phone number.

5. Provide to Diversion Case Manager within 90 days, proof of completion of the following conditions:

 a) Some cases could require a class or other additional requirements

**DEFENDANT’S STIPULATIONS & WAIVER OF RIGHTS**

 I, Defendant, by signing this Diversion Agreement do hereby waive all of my rights to a speedy trial. I further agree that criminal proceedings associated with the above captioned case will be stayed for the duration of this diversion agreement. I understand and agree that if I violate the terms and conditions of this agreement, the above stated charge(s) will be reinstated and this case will proceed to trial based solely upon the record of the stipulation of facts. The facts stipulated to are those contained in the citation and any associated police reports regarding the above stated charge(s). The Defendant further stipulates that he/she is the Defendant and the citation occurred in Johnson County, Kansas. Defendant affirms he/she has fully disclosed to the Diversion Case Manager all pending traffic citations in any jurisdiction that have occurred since the issuance of the above stated charge(s). Failure to disclose such information shall be grounds for revocation. The State shall have thirty (30) days from the end of diversion to discover violations which occurred during the diversion term and to file a motion to revoke this agreement thereon.

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