

COPY

IN THE DISTRICT COURT OF FORD COUNTY, KANSAS

101 W. Spruce St., Dodge City, Kansas 67801

Address and Location of Court

CITY OF DODGE CITY

Plaintiff

vs.

BRIAN ADAM DAVIDSON, 114 Lakeshore Dr., Rainbow City, AL 35906

Defendant

Full Name, Street & Mailing Address

W/M

06/26/86

01/25/12

DCPD

Race/Sex

d/o/b

Arrest Date

Arresting Agency

Complaint Filing Date

Div. _____, No. 14-CR-111

12-178874

County of offense in Kansas

or

City of offense in Kansas

DUI DIVERSION AGREEMENT

THIS AGREEMENT is dated: _____

Charge and facts stipulated to: On or about January 25, 2012, the defendant above named, operated a vehicle while under the influence of alcohol or drugs within the above shown city or county in Kansas, as more specifically stated in the complaint filed in this case, and the following additional evidence attached, if any, all of which are incorporated herein by reference as facts stipulated to: police reports by DCPD

Alcohol and drug safety action program: Defendant shall participate and shall begin his/her program as directed by the diversion officer. Defendant shall begin such program no later than 30 days from ADSAP

Evaluation appointment: Defendant shall make an evaluation appointment as directed by the diversion officer no later than 30 days from filing

Fine and Costs: Defendant shall pay the minimum fine of \$ 750.00, court costs of \$ See Below, diversion costs of \$ n/a, and additional costs of n/a

Diversion assessment: Defendant shall pay the diversion assessment of \$ n/a

Payment: All costs, fees, and fines may be paid in installments as directed by the diversion officer, but must be paid in full no later than 6 months of signing. Defendant is not released from the conditions of diversion until all payments are completed in full.

Diversion officer: Betty Gordon, Dodge City Municipal Court, 806 2nd, Ave., Dodge City, KS 67801 620-255-8107

Special conditions of diversion:

Defendant shall pay Municipal Court Costs in the amount of \$150.50

Defendant shall pay District Court Costs in the amount of \$94.50

Defendant shall pay Municipal Court Costs in the amount of \$150.50

All costs, including court costs, to be paid through City of Dodge City Municipal Court

Diversion Officer

Diveree - Defendant

The defendant states that he/she has read the conditions of diversion stated above and on following page(s) hereof and agrees to comply with the same.

Attorney for Diveree - Defendant

Prosecuting Attorney

Original for Court - Copies for Defendant, Prosecuting Attorney, Defense Attorney, Diversion Officer, KBI Identification Data

COPY

You have been charged with having committed the offense of driving under the influence of alcohol or drugs as stated on page 1 hereof. Upon your having accepted responsibility for this act and after investigation of the offense and your background, it appears that you are eligible under the law for diversion and that the interest of the State of Kansas, your own interest, and the interest of justice will be best served by the following procedure, THEREFORE:

On the authority of the prosecuting attorney, prosecution on this offense shall be deferred for a period of twelve (12) months from date hereof, provided you abide by the conditions and the requirements of the program set forth in this agreement and on page 1 hereof.

Should you violate any of the conditions of this agreement during the diversionary period, the prosecuting attorney may ask the court to reinstate this case on the trial docket for further prosecution. In the event of your violation of any of said conditions and prior to initiating the above action, you will be furnished notice at your last known address as shown in the prosecuting attorney's files, specifying the conditions of this agreement which you have violated.

If, upon completion of your period of supervision, the prosecuting attorney's records reflect that you have complied with all of the conditions of this agreement, the complaint will be dismissed with prejudice.

CONDITIONS OF PRETRIAL DIVERSION

1. You shall not violate any federal, state, or local law. You shall immediately contact your diversion officer if arrested by any law enforcement officer.

2. You shall continue to live in the State of Kansas. If you intend to move out of the state, you shall inform your diversion officer in writing before moving so that the appropriate transfer program responsibility can be made. You shall notify your diversion officer of any change of residence address in writing, within five (5) days of any change. Any mail addressed to you at your last known address as shown on your most recent reporting document returned to your diversion officer as not deliverable, no forwarding address on file, etc., will be considered prima facie evidence that you have failed to meet this condition of your diversion agreement.

3. You shall report to your diversion officer in such manner and at such times as directed by your diversion officer.

4. You shall make all payments as stated on page 1 hereof, within the time or times as directed by your diversion officer.

5. You shall report to the alcohol and drug safety action agency as directed by your diversion officer and shall cooperate with that agency so that an alcohol and drug evaluation may be done for you. You are responsible for making your own appointments. After your evaluation has been completed, you shall attend and/or participate in and successfully complete such alcohol and drug safety education and/or treatment programs as are recommended by such agency and pay the required fees. Your full and complete cooperation in the evaluation and treatment is a condition of your continued participation in this diversion program. Likewise, your attendance at all appointments, sessions and meetings is a condition of your continued participation in this diversion program. All costs of education and/or treatment are assumed by you.

6. You shall abstain from alcohol and mood/mind altering substances; refrain from entering drinking establishments; and maintain employment or school attendance.

7. You shall comply with all other conditions of diversion as set forth on page 1 hereof.

DEFENDANT'S WAIVER OF RIGHTS AND STIPULATIONS

I, the defendant named on page 1, by agreeing to this diversion, do hereby waive all my rights to a speedy trial under the laws and statutes of the State of Kansas and under the constitutions of the State of Kansas and the United States, and I further waive my right to trial by jury under the constitutions of the United States and the State of Kansas and the laws and statutes of the State of Kansas.

I understand and agree that if I violate the terms and conditions of this agreement, this case will proceed to trial based solely upon the charge and facts stipulated to as shown on page 1 hereof, including all evidence attached to this agreement, if any, and I will not be entitled to present additional evidence concerning guilt or innocence at trial. Therefore, in return for acceptance into the diversion program, I hereby stipulate and agree to the facts stated as the "charge and facts stipulated to" on page 1 hereof, the facts alleged in the complaint filed in this case, and the facts as contained in the additional evidence attached to this agreement, if any.

I have read the above conditions and waiver of rights and I agree to all provisions thereof.

Divertee - Defendant

Attach to Page 1 of Diversion Agreement