

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT,
OF THE STATE OF FLORIDA, IN AND FOR SUMTER COUNTY

STATE OF FLORIDA,
Plaintiff

DC# H81769
CASE NO. 2021-CF-001506-A

vs.
JOHN DAVID RIDER,
Defendant.

PRE-TRIAL INTERVENTION CONTRACT

It being alleged that you JOHN DAVID RIDER have committed the offense(s) of:
CASTING MORE THAN ONE BALLOT AT ANY ELECTION

against the State of Florida on or about September 15, 2020, and it further appearing after an investigation of the offense(s) and into your background that at this time, the interest of the State of Florida, and your interest will best be served by the following procedures.

In addition, for the purpose of this Program, the Defendant admits to his guilt of the crime for which he is charged, said admission can be used against him in the event of future prosecution.

The Parties agree that the first step in rehabilitation is to the admission of his wrongdoing.

THEREFORE;

On the authority of WILLIAM M GLADSON, State Attorney in and for the Fifth Judicial Circuit, prosecution in this matter for said violation will be deferred for a period of 18 MONTHS from this date, provided you abide by the conditions hereafter specified in this contract and order. Your progress will be reviewed in accordance with F.S.948.08 at the end of 90 and 180 days from this date to determine if prosecution can be permanently deferred.

[Handwritten initials/signature]

- 1) The defendant agrees to make a full and truthful report to the Pre-trial Intervention Program Officer, each month on the form provided for that purpose.
- 2) The defendant agrees to pay to the Department of Corrections the sum of \$52.00 per month (which includes a 4% surcharge) each month unless otherwise waived in compliance with Florida Statutes.
- 3) ~~The defendant agrees not to change residence or employment or leave the county of residence without first procuring the consent of the pre-trial intervention program officer.~~ *May travel*
- 4) The defendant agrees to neither possess, carry nor own any weapons or firearms during the contract period without first securing the consent of the Pre-trial Intervention Program Officer.
- 5) The defendant agrees to refrain from violation of any law.
- 6) The defendant agrees to refrain from the excessive consumption of alcohol and consume/possess no illegal drugs.
- 7) The defendant agrees to answer truthfully all inquiries by the Pre-trial Intervention Program Officer and allow visits at home, employment, school or elsewhere and carry out any instructions given.
- 8) The defendant agrees to attend any schooling and/or treatment set up by his officer.
- 9) The defendant agrees to report to pay \$1.00 per month for each month of supervision to **First Step, Inc.**, of the Fifth Circuit, as directed by the Supervising Officer. This money will be paid within

the first ninety (90) days of supervision, plus a 4% surcharge to Florida Department of Corrections (DC).

- 10) The defendant agrees to report to the Pre-trial Intervention Program Officer face to face monthly.
- 11) The defendant agrees to perform 50 HOURS of community service as directed by the Pre-trial Intervention Program Officer. *May pay out at \$10/hr SOC*
- 12) The defendant agrees to submit to urinalysis, breathalyzer or blood test at any time requested by the Pre-trial Intervention Program Officer to determine possible use of alcohol, drugs or controlled substances. The defendant agrees to be responsible for payment of such tests, plus a 4% surcharge.
- 13) The defendant agrees to seek substance abuse/psychological evaluation and/or treatment at own cost if directed by the Pre-trial Intervention Program Officer.
- 14) The defendant agrees to enter/participate in educational/vocational programs as directed by the Pre-Trial Intervention Program Officer.
- 15) The defendant agrees to make himself available for all the services of this program under the supervision of the Department of Corrections.
- 16) The defendant agrees to pay court costs of \$250.00. The defendant may perform community service in lieu of court costs at a rate of \$10.00 per hour.
- 17) Defendant agrees that he will pay \$150.00 cost of prosecution as a condition of entering the PTI program.
- 18) The defendant agrees to pay \$2 per month to the DC Training Fund, plus a 4% surcharge to the Florida Department of Corrections.
- 19) [REDACTED]

CONDITION #19 REMOVED FROM CONTRACT PER JC

The State Attorney may, during the period of deferred prosecution, revoke or modify the conditions of your deferred prosecution by:

Prosecuting you for this offense if you violate any of these conditions.

Void this contract should it be determined that you have a prior record in excess of one misdemeanor conviction, stated in Florida Statutes 948.08(2).

If you comply with these conditions during the period of deferred prosecution, no criminal prosecution concerning this charge will be instituted in this County.

If the defendant violates the terms of this agreement, and this case is returned to the court's docket, this document shall be admissible as an admission of guilt.

By signing this deferred prosecution contract, the defendant JOHN DAVID RIDER withdraws and/or waives his right to a Speedy Trial for the period of his diversion under the Constitution and laws of Florida and the United States of America in the cause for which prosecution is being deferred. Further, that he understands the contract and will abide by conditions in this contract.

WILLIAM M GLADSON
STATE ATTORNEY
FIFTH JUDICIAL CIRCUIT

BY: /s/Joseph O Church
JOSEPH O CHURCH, Assistant State Attorney

DATE: 11/28/2022

Jaime Spivey
JAIMIE WASHO SPIVEY, Defense Attorney

DATE: 12/15/22

JOHN DAVID RIDER, Defendant

DATE: _____

Defendant's address: _____

Defendant's telephone number: _____

Defendant's email address: _____

KO
Probation Officer

DATE: 12/22/22

John Rider 12/22/22

UNOFFICIAL DOCUMENT