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7 Attorney for Plaintiff

8 **IN JUSTICE COURT FOR SWEET GRASS COUNTY, MONTANA**
9 **BEFORE JESSIE CONNOLLY, JUSTICE OF THE PEACE**

10 STATE OF MONTANA,)

11 Plaintiff,)

12 vs.)

13 BERNARD ROBERT GREGOIRE,)

14 Defendant.)

15 **WAIVER AND AGREEMENT TO DEFER PROSECUTION**

16 The Sweet Grass County Attorney's Office and the defendant, Bernard R. Gregoire,
17 pursuant to MCA § 46-16-130, hereby enter into a Deferred Prosecution Agreement as follows:

18 1. The defendant, Bernard R. Gregoire, has been charged with the offense of Criminal
19 Trespass, a misdemeanor, as specified in Section 45-6-203, MCA.

20 2. A person convicted of Criminal Trespass, a misdemeanor, as specified in Section 45-6-
21 203, MCA, shall be punished by a fine not to exceed \$500 or imprisonment in the county jail for
22 a term of not to six months, or both.

23 3. The defendant has been fully advised of his constitutional rights to a trial by jury, to
24 remain silent, to confront witnesses against him, and to call witnesses on his own behalf and to
25 have the State prove his guilt beyond a reasonable doubt.

26 4. The defendant realizes that in making this agreement the State of Montana has taken his
27 prior record, work history, and the circumstances surrounding the offense into consideration and
28 has determined that the interests of justice can be satisfied without obtaining a formal conviction

1 in this matter.

2 5. The defendant knowingly and voluntarily waives his right to a speedy trial and his right
3 to assert a statute of limitations defense for the charge.

4 6. The period of the deferred prosecution shall run for one year from the signing of this
5 agreement. During the term of the agreement, the defendant:

6 a. Shall pay an assessment in the amount of \$500. \$250 shall be paid to the Crazy
7 Mountain Stockgrowers and \$250 shall be paid to Montana Farm Bureau at the
8 signing of this agreement. Proof of payment shall submitted to the Sweet Grass
9 County Attorney's Office.

10 b. Shall not have any new violations or violate any federal, state, county or municipal
11 criminal or civil laws during the term of the agreement;

12 c. Shall not enter onto any lands owned by the Hailstone Ranch in Sweet Grass
13 County without express permission from the landowners, unless and until there is a
14 formal court-ordered adjudication or a grant of easement creating legal access.

15 7. The defendant fully understands and accepts the responsibilities of the deferred
16 prosecution agreement, including that if he satisfactorily abides by the terms and conditions of this
17 deferred prosecution, the prosecution will not be resumed against him.

18 8. The terms and conditions of this agreement shall not constitute confidential criminal
19 justice information and may be disclosed by either the State or defendant.

20 9. The defendant fully understands and accepts that it is within the sole discretion of the
21 Sweet Grass County Attorney's office to determine the question of satisfactory compliance. The
22 Sweet Grass County Attorney's office may, at any time during the term of this agreement or any
23 agreed extension thereof, with reasonable opportunity for the defendant to be heard, resume the
24 prosecution against the defendant upon determination of unsatisfactory compliance.

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26 _____
BERNARD R. GREGOIRE

Defendant

27 Date: _____

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26 _____
PATRICK N. DRINGMAN

Sweet Grass County Attorney

27 Date: 4/27/17

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KARL KNUCHEL
Attorney for Defendant
Date: _____
