

CAMPBELL COUNTY

Request 26-233



☒ Closed

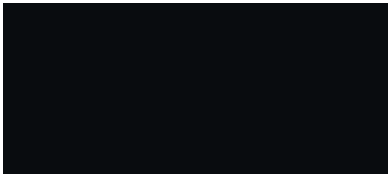
1 of 98

Dates

Received
June 05, 2026 via web

Requester

 Andrew Malone



 American Civil Liberties Union of Wyoming

Additional information

Amount I am willing to pay for requested records:
0-\$50 please contact if more

Invoices

No invoices due

Staff assigned

Departments
Campbell County Commissioners

Point of contact
Kristin Young

Request

June 5, 2026

Dear Records Custodian:

On May 26, 2026, the American Civil Liberties Union ("ACLU") of Wyoming filed a lawsuit against the Laramie County Sheriff's Office ("LCSO") concerning three Memorandums of Agreement between the LCSO and U.S. Immigration and Customs Enforcement ("ICE") allowing the LCSO to perform certain immigration operations for ICE. The lawsuit alleges that the LCSO violated state law when its Sheriff unilaterally entered these agreements without legal authority to do so and without following the required procedures in the Wyoming Administrative Procedures Act. Specifically, the suit alleges that the power to enter into th...

[Show more](#)

Timeline Documents

☒ **Request closed** ^ Anyone with access to this request

The records you asked for do not exist within our Campbell County Government. Please disregard the prior closing message.

June 10, 2026, 2:28pm by Staff

 **Request reopened** Anyone with access to this request

June 10, 2026, 2:27pm by Staff

☒ **Request closed** ^ Anyone with access to this request

Campbell County Government is not the custodian of these records and the record you asked for does not exist within our agency.

June 10, 2026, 2:26pm by Staff

☒ **Message to requester** ^ Requester + Staff

Hello Mr. Malone,

Campbell County Government does not have any records responsive to this request.

Kind regards,

Kristin Young
Deputy Director of Administration

On 7/1/2026 3:49:41 PM, Carbon County WY wrote:

Subject: County Records Request :: C000068-060526

Body:

RE: County Records Request of June 05, 2026, Reference # C000068-060526

Dear Andrew Malone,

The Carbon County Wyoming Public Records received a request from you on June 05, 2026. Your request mentioned:

June 5, 2026

Dear Records Custodian:

On May 26, 2026, the American Civil Liberties Union (“ACLU”) of Wyoming filed a lawsuit against the Laramie County Sheriff’s Office (“LCSO”) concerning three Memorandums of Agreement between the LCSO and U.S. Immigration and Customs Enforcement (“ICE”) allowing the LCSO to perform certain immigration operations for ICE. The lawsuit alleges that the LCSO violated state law when its Sheriff unilaterally entered these agreements without legal authority to do so and without following the required procedures in the Wyoming Administrative Procedures Act. Specifically, the suit alleges that the power to enter into these agreements and to incur the expenses specified in the agreements lies with county commissioners, not with county sheriffs. See W.S. §§ 18-2-101(a)(iv) and 18-6-313. A copy of the Complaint can be found here. <https://www.aclu-wy.org/cases/juntos-et-al-v-kozak/?document=Complaint-for-Declaratory-and-Injunctive-Relief>

The Carbon County Sheriff’s Office (“CCSO”) entered into its own Memorandum of Agreement with ICE (“the 287(g) agreement”).

Under the Wyoming Sunshine Law, W.S. § 16-4-201 et seq., I am requesting an opportunity to obtain copies of the following public records:

- All records showing that the Carbon County Board of County Commissioners debated, voted on, adopted a resolution, passed a resolution, or otherwise officially sanctioned the CCSO’s decision to enter the 287(g) agreement.*
- All records showing that the Carbon County Board of County Commissioners and/or the CCSO complied with the rulemaking process in the Wyoming Administrative Procedures Act before entering into the 287(g) agreement. This includes:*
 - o All records showing that the Carbon County Board of County Commissioners and/or the CCSO provided at least forty-five days notice of its intended action and that such notice complied with the*

requirements of W.S. § 16-3-103(a)(i).

o All records showing that the Carbon County Board of County Commissioners and/or the CCSO afforded all interested persons a reasonable opportunity to submit data, views, or arguments orally or in writing before entering the agreement. See W.S. § 16-3-103(a)(ii).

o All records showing that the Carbon County Board of County Commissioners and/or the CCSO considered fully all written and oral submissions respecting whether the CCSO should enter into the agreement. See W.S. § 16-3-103(a)(iii).

o All records confirming that the Carbon County Board of County Commissioners and/or the CCSO filed the agreement with the appropriate registrar of rules before acting pursuant to it. See W.S. § 16-3-103(c).

If there are any fees for searching or copying these records, please inform me if the cost will exceed \$50. However, I would also like to request a waiver of all fees in that the disclosure of the requested information is in the public. This information is not being sought for commercial purposes.

If access to the records I am requesting will take longer than a 'reasonable' amount of time, please contact me with information about when I might expect copies or the ability to inspect the requested records.

If you deny any or all of this request, please cite each specific exemption you feel justifies the refusal to release the information and notify me of the appeal procedures available to me under the law. My contact information is [REDACTED]

Sincerely,

*Andrew Malone, Senior Staff Attorney
American Civil Liberties Union of Wyoming*

The Carbon County Wyoming Public Records has reviewed its files and has located responsive records to your request. Please log in to the Public Records Request Portal at the following link to retrieve the responsive records. Please note though initially discussed and approved in 2025, the 2025 agreement was never executed. The most recent agreement approved by the Carbon County Board of County Commissioners has not been executed by ICE; however, you are receiving the version which has been signed and executed by Carbon County officials.

[County Records Request - C000068-060526](#)

For questions or additional information, please reply to this email.

Sincerely,

Ashley Davis
Records



CARBON COUNTY Wyoming

Dear Andrew Malone:

Thank you for your interest in public records of Carbon County Wyoming Public Records. Your request has been received and is being processed in accordance with the Public Information Act. Your request was received in this office on 6/5/2026 and given the reference number C000068-060526 for tracking purposes.

Records Requested: June 5, 2026

Dear Records Custodian:

On May 26, 2026, the American Civil Liberties Union ("ACLU") of Wyoming filed a lawsuit against the Laramie County Sheriff's Office ("LCSO") concerning three Memorandums of Agreement between the LCSO and U.S. Immigration and Customs Enforcement ("ICE") allowing the LCSO to perform certain immigration operations for ICE. The lawsuit alleges that the LCSO violated state law when its Sheriff unilaterally entered these agreements without legal authority to do so and without following the required procedures in the Wyoming Administrative Procedures Act. Specifically, the suit alleges that the power to enter into these agreements and to incur the expenses specified in the agreements lies with county commissioners, not with county sheriffs. See W.S. §§ 18-2-101(a)(iv) and 18-6-313. A copy of the Complaint can be found here. <https://www.aclu-wy.org/cases/juntos-et-al-v-kozak/?document=Complaint-for-Declaratory-and-Injunctive-Relief>

The Carbon County Sheriff's Office ("CCSO") entered into its own Memorandum of Agreement with ICE ("the 287(g) agreement").

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- All records showing that the Carbon County Board of County Commissioners debated, voted on, adopted a resolution, passed a resolution, or otherwise officially sanctioned the CCSO's decision to enter the 287(g)

agreement.

- All records showing that the Carbon County Board of County Commissioners and/or the CCSO complied with the rulemaking process in the Wyoming Administrative Procedures Act before entering into the 287(g) agreement. This includes:
 - o All records showing that the Carbon County Board of County Commissioners and/or the CCSO provided at least forty-five days notice of its intended action and that such notice complied with the requirements of W.S. § 16-3-103(a)(i).
 - o All records showing that the Carbon County Board of County Commissioners and/or the CCSO afforded all interested persons a reasonable opportunity to submit data, views, or arguments orally or in writing before entering the agreement. See W.S. § 16-3-103(a)(ii).
 - o All records showing that the Carbon County Board of County Commissioners and/or the CCSO considered fully all written and oral submissions respecting whether the CCSO should enter into the agreement. See W.S. § 16-3-103(a)(iii).
 - o All records confirming that the Carbon County Board of County Commissioners and/or the CCSO filed the agreement with the appropriate registrar of rules before acting pursuant to it. See W.S. § 16-3-103(c).

If there are any fees for searching or copying these records, please inform me if the cost will exceed \$50. However, I would also like to request a waiver of all fees in that the disclosure of the requested information is in the public. This information is not being sought for commercial purposes.

If access to the records I am requesting will take longer than a 'reasonable' amount of time, please contact me with information about when I might expect copies or the ability to inspect the requested records.

If you deny any or all of this request, please cite each specific exemption you feel justifies the refusal to release the information and notify me of the appeal procedures available to me under the law. My contact information is [REDACTED]

Sincerely,

Andrew Malone, Senior Staff Attorney
American Civil Liberties Union of Wyoming

Your request will be forwarded to the relevant department(s) to locate the information you seek and to determine the volume and any costs associated with satisfying your request. You will be contacted about the availability and/or provided with copies of the records in question.

PLEASE NOTE: The State Public Information Act does not require a governmental body to create new information, to do legal research, or to answer questions.

You can monitor the progress of your request at the link below and you'll receive an email when your request has been completed. Again, thank you for using the Public Records Request Portal.

Carbon County Wyoming Public Records

To monitor the progress or update this request please log into the [Public Records Request Portal](#)



On 6/5/2026 12:18:59 PM, Andrew Malone wrote:

Request Created on Public Portal

CROOK COUNTY



CROOK COUNTY & PROSECUTING ATTORNEY

Crook County Courthouse ~ www.crookcounty.wy.gov
309 E Cleveland St. ~ Mailing: PO Box 397, Sundance, WY 82729
Phone: 307-283-1090 ~ Fax: 307-283-1091

DaNece Day, County Attorney
Jeani Stone, Deputy County Attorney
Carina Ostberg, Deputy County Attorney
Cindy Holland, Victim Witness/ Juvenile Services
Kaitee Hernandez, Legal Assistant

June 29, 2026

Andrew Malone
Wyoming ACLU
PO Box 1023
Jackson, WY 83001

RE: June 5, 2026 Records Request

Dear Mr. Malone,

Enclosed please find a copy of Crook County Resolution 6-1998 in response to your request as well as the minutes from the January, February, March, April and May, 2026 Crook County Commissioner Meetings where the matter of interest was discussed.

Thank you.

Sincerely,

DaNece Day
Crook County Attorney

cc: Jeff Hodge, Sheriff
Melissa Jones, Clerk

RESOLUTION NO. 6-1998
AUTHORIZING THE CROOK COUNTY SHERIFF TO ENTER INTO MUTUAL AID
AGREEMENTS AND TEMPORARY LAW ENFORCEMENT AGREEMENTS WITH
OTHER LAW ENFORCEMENT AGENCIES FOR PROVIDING AND RECEIVING
TEMPORARY LAW ENFORCEMENT ASSISTANCE

WHEREAS, County and City governing bodies are authorized under Wyoming Statute 7-2-106(a) to declare and enact rules and procedures to provide for temporary law enforcement assistance; and

WHEREAS, the County of Crook elects to establish such rules and procedures.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS IN AND FOR CROOK COUNTY, WYOMING that Crook County does hereby propose, consider and enact temporary law enforcement rules and procedures as follows:

PROCEDURE

SECTION I. General Declarations.

- A. Crook County wishes to cooperate as fully as possible and practical in law enforcement activities with other counties and municipalities while recognizing and respecting perceived jurisdictional boundaries and geographical/geopolitical divisions.
- B. This cooperation is extended to matters of training, facility and equipment support, and exchange of expertise and information, as well as personnel support in field activities.
- C. Crook County recognizes that any Chief of Police or Sheriff in Wyoming may request the Chief of Police or Sheriff of any other municipality or county to assign certified peace officers to the requesting agency to perform temporary law enforcement duties relating to a specific incident.
- D. Reported Incidents and Jurisdictional Boundaries
 - 1) While Sheriff's offices do not have the geographical limits that exist for municipal agencies, it is recognized that county law enforcement's main responsibility is to provide services to residents living outside town boundaries and that municipal law enforcement exists to provide services to residents living within city limits. As such: Requests for services outside recognized service areas will be referred to the agency whose main responsibility is to police the

location of the call - i.e., County calls, cases, and investigations will be referred to the Crook County Sheriff, and Town calls, cases, and investigations will be referred to the appropriate Town Police Department. In situations in which a case or a call is being pursued by an agency and it is determined that it originated in another agency's area of responsibility, the agency working the call will contact the other agency and the call will either be transferred to the other agency for completion or worked jointly.

- 2) A request for services by any agency shall not mandate a responding agency to provide assistance to the other agency. Municipal Police Officers will not engage in general law enforcement duties outside of the municipal limits except as requested by the Crook County Sheriff's Office.

SECTION II. Authorization.

- A. Crook County authorizes the Sheriff to enter into temporary law enforcement agreements and mutual aid agreements with other law enforcement agencies in or out of the State of Wyoming for the purpose of providing and receiving temporary law enforcement assistance.
- B. The Sheriff shall, with the assistance of the County Attorney, develop a mutual aid agreement and a temporary law enforcement agreement.
- C. The original of each such mutual aid agreement and temporary law enforcement agreement shall be maintained in the office of the County Clerk of Crook County, Wyoming.

SECTION III: Costs And Liability.

Wyoming Statute 7-2-106(b) governs issues regarding the Wyoming Governmental Claims Act; State self-insurance program; pension; disability; worker's compensation; privileges and immunities from liability; salary and damaged equipment.

SECTION IV: Severability.

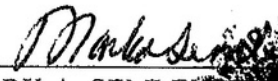
If any section, subsection, sentence, clause, phrase or portion of this procedure is for any reason held invalid or unconstitutional by a court of competent jurisdiction, that portion

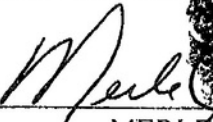
shall be considered a separate, distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this procedure.

Dated this 8 day of July, 1998.

BOARD OF COUNTY COMMISSIONERS
IN AND FOR CROOK COUNTY, WYOMING

BY 
ALAN ROBERTS, CHAIRMAN

BY 
MARK A. SEMLER, CHAIRMAN

BY 
MERLE CLARK, MEMBER

ATTEST 
CONNIE D. TSCHETTER,
COUNTY CLERK



Clerk of District Court	\$5,033.05
Public Health (November)	\$10,132.84
Circuit Court	\$16,734.00
Facilities	\$2,430.00

Dale moved to split the third Deputy Coroner expenditure line equally between the two newly appointed Deputy Coroners. The allocated funds shall be divided evenly over a 12-month period and paid retroactively to the beginning of the current fiscal year. Bob seconded, all ayes, motion carried.

DaNece Day, County Attorney, Julie Crawford, Clerk of District Court and Jeff Hodge, County Sheriff were present to go over items of interest within their departments.

Dan Thomas, County Assessor: During the reporting period, the office processed a total of 42 changes of ownership. Field appraisal staff continue to complete reviews of new construction for the 2026 tax year and will subsequently initiate countywide sweep reviews for the 2027 tax year. I participated in two meetings with the Wyoming County Assessors Association (WCAA) Revenue Committee to review and discuss proposed legislation affecting property taxation. In the upcoming month, I will attend a meeting of the full WCAA membership to further consider legislative matters with potential impacts on property taxes statewide.

DaNece Day, County and Prosecuting Attorney: Criminal Cases in the past month: New Cases: 18 Closed Cases: 43 Current Case Load: 98 In Court: 66 times Juvenile/Diversion Cases: 30 Joe Baron: New Cases: 2 Closed Cases: 3 Current Case Load: 1 (Criminal Case) In Court: 2 times Jeani Stone: New Cases: 1 Closed Cases: 1 Current Case Load: 15 In Court: 7 times DaNece Day: New Cases: 17 Closed Cases: 41 Current Case Load: 95 In Court: 57 times Restorative Justice (Cindy Holland): Traffic School: 7 Juvenile Diversion: 7 Victim Services (Cindy Holland): Victim Contacts 33 2025 Year to Date New Cases 610 Closed Cases 613 We bid farewell to Joe Baron as he retired on December 31, 2025. An active search to fill the vacancy created by the appointment of DaNece Day as County Attorney is underway. In the coming months we plan to grow our restorative justice program by adding an adult traffic school component for first-time speeding offenses.

Julie Crawford, Clerk of District Court: Total Receipts for December: \$30,892.10 Total Disbursements: \$23,630.36 with \$5,033.05 to the County. We received 6 new case filings, 29 record searches, 10 new passports, and assisted other customers with renewal passports and photos and we have 3 appeals pending. We had a 3-day jury trial at the beginning of the month. I attended 2 clerks' association meetings via Teams, a special commissioners' meeting to appoint the new County Attorney, and a department heads meeting. We continue to remain busy with more new hire training, filings, e-service, new cases, passports, and over the counter traffic.

Melissa Jones, County Clerk: office made 277 titles and recorded 441 documents, assisted the auditor with federal testing and final fixed asset questions, worked with Linda Cope on our FNRPA reimbursements and payments are now coming through, completed an online application so Tammy and I can file 1099s online, I currently do but the system is updating as of 2026, worked on balancing grants and worked on the final reporting of the Drug Free Communities Grant with Katie, worked with Tina on a funding request on the courthouse revitalization grant, been having issues with customers thinking a public records request can be used to ask us to do a title search. Attended a leadership committee meeting, virtual Clerk's meeting, the department head meeting, and IT Committee meeting.

Jeff Hodge, County Sheriff: finishing up ICE contracts, planning on moving into short term housing of those inmates, sending a few guys to training on ICE processes, still housing DOC inmates, working on our BOSCH system, working on updating CodeRed to the RAVE system, we received the refund on the CodeRed system as it is no longer functioning.

Tammy Jundt, County Treasurer: Total receipts were \$3,987,684.00 and disbursements to the county boards, towns and schools were \$3,553,449.98. In December we did a total of 4,841 transactions. We generated and mailed the February motor vehicle renewal reminder cards. I mailed the mineral production refund checks for those who had remitted over payments to the Wyoming Department of Revenue for their 2025 estimated taxes. We were very busy at the counter with many motor vehicle and mobile machinery renewals and property tax payments for the December 31st deadline. Filled out and emailed DaNece the audit information request. We received the December Infield Discovery payment of \$35,244 and the final payment from E & B. I attended the department head meeting. **County Commissioners:** **Bob:** Attended IT Committee meeting, met with Morgan and Dallas Rolf on the Beaver Creek Road, took phone calls and had conversations on roads and had conversations on fire ban. **Fred:** Had conversations with Morgan, Larry and Jeff. **Dale:** attended Crook County Land Use Planning & Zoning meeting.

The County has received a reimbursement of funds spent on CodeRed as the system is no longer functioning.

Dale moved to transfer funds as follows:

Pursuant to Wyoming Statute 16-4-112, notice is given that a Resolution has been proposed to transfer the following funds. Notice is further given that a hearing of the Board of Crook County Commissioners of Crook County, Wyoming, will be held on February 3, 2026, at 8:30 o'clock a.m. to consider such proposed resolution.

\$7,490.01 to CodeRed Federal Grant-from Unanticipated Reserves

Bob seconded, all ayes, motion carried.

Cody Williamson was present to discuss building a walk path along Pine Ridge County Road No. 205.

Morgan Ellsbury, Road and Bridge Superintendent and Larry Schommer, Facilities Maintenance Supervisor, gave monthly reports.

Adjourned for lunch at 11:51 o'clock a.m.

1:00 o'clock p.m. Present were Chairman Fred M. Devish, Vice-Chairman Bob Latham, Member Dale Davis and County Clerk Melissa Jones.

Sara Fleenor, UW Area Educator & Erica Reasoner, 4H Educator, Extension Office, Jasmyne Bryant, Events Coordinator, Fair/Facilities and Carol Stutzman, Nurse Manager, and Wendy DePina, Youth Prevention Coordinator, Public Health, gave monthly reports.

Weed & Pest Board
Region III
Medical Services District
Museum District
Natural Resource District
Predator Management District
Senior Citizen Service District
Steering Committee
IT Committee
Compensation Committee
Department Heads Meeting

February 11th 6pm Weed & Pest Office Sundance
February 16th 6pm WCCC Conference Room Newcastle
February 6th 11am Sundance State Bank meeting room.
February 26th 5:30pm Hulett Museum and Art Gallery
February 10th 12pm USDA Service Center Sundance
March 17th 6pm Hulett Community Center
February 18th 11am Sundance Senior Center
February 18th 3pm Commissioner's Chambers Sundance
March 2nd 9am Commissioner's Chambers Sundance
February 25th 10am Jury Room Sundance
February 26th 8:30am Jury Room Sundance

Dan Thomas, County Assessor, presented the following tax corrections: C942818010062, M0002608. Bob moved to approve the corrections as presented. Dale seconded, all ayes, motion carried.

Dan Thomas, County Assessor, DaNece Day, County Attorney, Julie Crawford, Clerk of District Court, Jeff Hodge, County Sheriff and Tammy Jundt, County Treasurer, were present to go over items of interest within their departments.

Dan Thomas, County Assessor: During the month of January, the office processed a total of 37 ownership transfers. Work is currently underway on preliminary value setting for the entire county, which will continue in preparation for the upcoming assessment cycle. I was in attendance at the Wyoming County Assessors Association (WCAA) meetings in Casper last month, where matters relevant to county assessment and taxation new potential legislation were discussed. In addition, I attended the Department Head Meeting and the IT Committee Meeting.

DaNece Day, County Attorney: Criminal Cases in the past month: New Cases: 25 Closed Cases: 21 Current Case Load: 118 In Court: 62 times Juvenile/Diversion Cases: 28 DaNece Day New Cases: 24 Closed Cases: 19 Civil Cases: 1 Current Case Load: 104 In Court: 53 times of note: For the first time since 2022, we have appeals pending – 2 appeals from circuit court to district court which our office will handle and 1 appeal from the District Court to the Supreme Court which will be handled by the Attorney General's Office Jeani Stone: New Cases: 1 Closed Cases: 2 Current Case Load: 14 In Court: 9 times Restorative Justice (Cindy Holland): Traffic School: 8 Juvenile Diversion: 6 Victim Services (Cindy Holland): Victim Contacts 20 2026 Year to Date New Cases 25 Closed Cases 21 We expect to be fully staffed on February 17, 2026. DaNece traveled to Laramie on January 23rd to attend the Access to Justice Symposium hosted by the Wyoming Supreme Court. Lively discussions were held regarding the lack of attorneys practicing in rural areas, such as Crook County, and the impact that has on the public. Numerous suggestions were made to attract attorneys to small towns and ensure the attorneys here find the work they do rewarding. DaNece will be returning to Laramie next week for a panel discussion geared to recruiting young attorneys to prosecutors' offices statewide. We're fortunate as flexible hybrid remote positions have been successful, so we've been able to fill recent vacancies. Other counties, such as Niobrara, have had openings for more than five years. While in Laramie, DaNece met with the Student Directors of the Prosecution Assistance Clinic. Second- and Third-Year Law students will be assisting in the legal research and writing for the pending appeals. One of the student directors will also appear and argue the cases at the oral arguments under the rules that allow them to do so. The clinic intends to travel to Sundance in March/April to allow students to watch a pending criminal trial with novel issues. We will again participate in the Legal Lift Off Program during UW's spring break. The student who spent a week with us last year, Jennie Solis, has continued to thrive in her educational pursuits and we look forward to hosting another student in March. DaNece met with representatives of Powder River Energy to review the permitting process for the solar project they are proposing in Moorcroft. DaNece will be working to create forms and checklists necessary to ensure compliance with the procedures and timelines required by the Regulation adopted in September 2025.

Melissa Jones, County Clerk: recorded 386 documents, made 349 titles, worked on our annual microfilming process, updated tax tables and elected officials wages in our payroll system, completed annual OSHA report, published annual publication requirements, completed and sent out W2s & 1099s, tracking legislation, worked with Jeff and Tammy to complete the B911 report for the state, attended the IT committee meeting, Be Well Coalition Leadership Team meeting, Compensation Committee meeting, Department Head meeting, Elected Official meeting, a Zoom meeting with the Clerks, a Zoom meeting with Vital Records and the Marriage License Committee, and the Steering Committee meeting.

Julie Crawford, Clerk of District Court: Total Receipts for January: \$110,663.02 Total Disbursements: \$113,785.28 with \$2,287.73 to the County. We received 12 new case filings, 32 record searches, 17 new passports, and assisted other customers with renewal passports and photos and we received 3 new appeals, with a total now of 6 appeals pending. We sent out 400 juror questionnaires and are in the process of working through them to have the jury pool in place by April 1st. So far, we have 236 qualified jurors, 79 jurors have been removed from the pool as excused, disqualified, exempt or undeliverable, and 85 jurors who have not returned their questionnaires yet. I attended 4 clerks' association meetings via Teams, a Child Support Authority Board Meeting in Newcastle, an elected officials meeting, and a department heads meeting.

Jeff Hodge, County Sheriff: ICE postponed their jail walkthrough, detentions officers will go through training, deputies have started their online training, will have in person training as well, DOC inmate housing is up we are running with 3 inmates, approved the quote on the new MDTs so those should be coming soon, received the equipment on the new BOSCH system, and receive new patrol vehicle.

Tammy Jundt, County Treasurer: We have been busy at the counter, with the mail and with motor vehicle renewals. In January we did a total of 3,209 transactions. I worked on the 1099-INT's for the 2025 CP redemptions and gave the information to Mary Sell to type and submit them to the IRS and then I mailed them to the recipients. I worked with Mel to get set up with the IRS to file myself for next year. Filed my PILT report with the Department of Audit. I'm working with Star Oil Operating Company's attorney on a settlement agreement. They are delinquent on mineral production and property taxes totaling about \$200,000. I will review with DaNece and have you approve and sign tomorrow. Published in all three newspapers, an article regarding the day the low number plates became available to the public. Yesterday, we had approximately 100 people take advantage of the low number plates, which consisted of about 370 registrations. I attended the employee compensation committee, elected officials' meeting and department head meeting.

pending appeals. The clinic intends to bring students to Sundance to observe portions of an upcoming jury trial. Our office has been matched with a law student for the Legal Lift Off Program during UW's spring break. While he'd need only commit to 10 hours, he's requested a 40-hour experience. Given everything, we have going on, between criminal cases and civil matters, he should have a good week.

Melissa Jones, County Clerk: office made 295 titles, recorded 378 documents traveled to Cheyenne for legislative meetings, traveled to Savannah for AAMVA e-titling forum, attended the leadership meeting, IT Committee meeting, Department Heads meeting, Compensation Committee meeting, and the Steering Committee meeting, still processing public records request regularly, emailed timelines to municipalities on 5th cent and SPOT.

Julie Crawford, Clerk of District Court: Total Receipts for February: \$11,412.80 Total Disbursements: \$8,976.60 with \$1,915.50 to the County. We received 12 new case filings, 36 record searches, 7 new passports, and assisted 11 other customers with renewal passports and photos, and we still have 6 appeals pending. We are down to 29 potential jurors out of 400 who have not returned their juror questionnaires for the jury term starting April 1st, so the Sheriff's Deputies are in the process of serving the questionnaires on the remaining jurors. The Court Reporter's Office is now set up and is being occupied on a regular basis. I attended 3 clerks' association meetings via Teams, an IT committee meeting, an employee compensation committee meeting, and a department heads meeting. I appeared by teams for the Clerks' Winter Meeting in Cheyenne on February 18-19, as I was unable to attend in person.

Jeff Hodge, County Sheriff: presented jail stats, need an expenditure line for ICE enforcement, made our first ICE arrest, attended and testified at the legislative session, legislation still working on regionalizing dispatch centers this will not work for Crook County, working on the BOSCH system, back up to 4 DOC inmates, asking questions on OT that is tax exempt according to the Big Beautiful Bill, working on livestock patrol, used the Employee Assistance Program for a recent county incident, have 5 radios that cannot be encrypted so may give to fire will have conversations with Charlie, RAVE system is up and running, dispatchers went through a training on RAVE, will work on incorporating RAVE into the courthouse and court security, working on switching the inmate communication system, will be retiring K9 with officer retiring.

Tammy Jundt, County Treasurer: Total receipts were \$2,546,598.44 and disbursements to the county boards, towns and schools were \$1,987,455.88. In February we did a total of 6,332 transactions of those 5,744 were motor vehicle registrations. We have been very busy doing motor vehicle renewals as February is our biggest month. Attended the Treasurer's virtual meeting discussing the bills that affect us. Since I cannot disburse motor vehicle funds until the mill levy is set in August, I invested \$3M at Sundance State Bank in a 6-month CD at 3.4%. I attended the employee compensation committee and department head meeting.

County Commissioners: **Dale:** attended legislative meetings, attended the courthouse circulation bid opening, attended 2 Teams meetings on the congressional tour, took calls on new proposed pipeline to come through Crook County, called Bridger pipeline to ask them more questions, toured Strawberry Hill Rd, Goldie Divide Rd, Little Missouri Rd and D Rd Connection. **Bob:** attended the IT committee meeting, legislative meetings, courthouse circulation bid opening, took calls on roads. **Fred:** attended legislative meetings, steering committee meeting, compensation committee meeting, attended RT130, had conversations on roads, had conversations with BLM on a proposed new pipeline project.

After discussion, Bob moved to add an expenditure line for immigration enforcement expenditures. Dale seconded, all ayes, motion carried.

Tammy Jundt, County Treasurer, submitted the following monthly report of receipts and disbursements for month end February 2026:

Receipts			
Property Tax	\$489,663.40		
Sales Tax	\$147,795.60		
Misc Receipts	\$813,900.35		
County Auto	\$1,095,239.09		
Total		\$2,546,598.44	
Disbursements			
Towns	\$14,124.48		
County Boards/Districts	\$786,398.09		
State & Local School	\$766,996.34		
DOT/DOR/Rebate	\$419,936.97		
Redemption	\$ -		
Total		\$1,987,455.88	
Investments		January Interest	
Wyo-Star	\$473,619.25	\$1,515.44	
Wyoming Class	\$3,974,725.65	\$12,633.45	

Alex Jessen, Chairman, Tammy Jundt and Bonnie Stahla, Members Compensation Committee, gave a monthly report. Also present were Jeff Hodge, Julie Crawford, Steve Stahla, Tim Lyons, Larry Schommer and DaNece Day.

Morgan Ellsbury, Road and Bridge Superintendent and Larry Schommer, Facilities Maintenance Supervisor gave monthly reports.

Bob moved to approve one (1) Classification Review from the County Attorney's office. Dale seconded, all ayes, motion carried.

Adjourned for lunch at 11:50 o'clock a.m.

1:00 o'clock p.m. Present were Chairman Fred M. Devish, Vice-Chairman Bob Latham, Member Dale Davis and County Clerk Melissa Jones.

Cases: 0, Current Case Load: 123, In Court: 31 times; Carina Ostberg New Cases: 0, Closed Cases: 2, Civil Cases: 0, Current Case Load: 18, In Court: 8 times; Jeani Stone New Cases: 3, Closed Cases: 0, Current Case Load: 20, In Court 3 times; Restorative Justice (Cindy Holland) Traffic School: 6, Juvenile Diversion: 1, Tobacco Violation: 0; Victim Services (Cindy Holland) Victim Contacts: 54; 2026 year to date New Cases: 80, Closed Cases: 62; the Advent Learning Program should be operational in the next week. This will change the services we offer for minor traffic offenses, youthful offenders and diversion services. One of our pending appeals was dismissed by the public defender's office. We received the brief from the defendant in the second appeal and have a deadline for response later this month. The UW College of Law Prosecution Assistance Program is working on the appeal as well. Our office hosted Joe Loekey, a second-year law student intern for a week. It was an incredible experience for all involved. Joe showed up ready to work and learn and was exposed to a great mix of civil and criminal matters in and out of court. He will be an asset to the legal community in the future.

Melissa Jones, County Clerk: office made 372 titles, recorded 499 documents, attended a WCCA zoom meeting on a brief of legislative updates, attended the Leadership Team meeting, IT Committee meeting, Department Heads meeting, Compensation Committee meeting, Schneider Geospatial demonstration, Steering Committee meeting, WEBT meeting and Title Committee meeting, went through election supplies to determine what we might need to order for this year, contacted prior election judges to see if they would be interested in serving again this year, sent out budget worksheets to all departments, sent out the yearly reminders to all special districts, collected letters from all towns and special districts on positions they will have on the 2026 ballots, completed my employee evaluations. **Julie Crawford, Clerk of District Court:** Total Receipts for March: \$7,472.89 Total Disbursements: \$11,905.49 with \$2,664.50 to the County. We received 9 new case filings, 45 record searches, 16 new passports, and assisted 18 other customers with renewal passports and photos, and we still have 4 appeals pending. We sent out 80 juror notices for a trial that ended up settling prior to the trial date. Our new jury panel is in place for the coming year. Out of 400 questionnaires that were sent out, we have 255 qualified jurors. We are going to be learning a portion of the RAVE software so we can create a list of jurors and their contact information to make the notification process of upcoming jury trials more efficient than our current procedures. I attended 2 clerks' association meetings via Teams, an IT Committee meeting, and the Employee Compensation Committee meeting. Overall, we were busier than normal with the increase in passport applications and filings.

Jeff Hodge, County Sheriff: presented stat sheet, have had increased calls by over 2,000 into dispatch, the new Bosch system has been installed for the security camera and jail door system, still working on fixing the bugs. Discussed ICE deployment in Crook County and the Wyoming Highway Patrol new directive and how it negatively affects the sheriff's offices, been working on budget, attended lots of meetings, post legislative meetings preparing for next legislature already, had Ed file a formal complaint reference the phone issues with the Wyoming Public Service Commission.

Tammy Jundt, County Treasurer: Total receipts were \$1,622,675.04 and disbursements to the county boards, towns and schools were \$763,519.40. In March we did a total of 2,675 transactions. We have slowed down a little in our office, so it is catch up time for work that we were not able to get done because of February. The State has funded the Wyoming Property Tax Relief Program again the 2025 taxes. The open application is April 15th. Worked with Mel on the process for special districts, getting it in writing. And we talked about the budget process some. Attended the meeting regarding the Beacon website that Dan set up. We have received \$20,000 from Star Oil. They are up to date. Completed the motor vehicle tab and plate inventory abstract and submitted it to WYDOT. Completed my employee evaluations. I attended the Employee Compensation Committee and Department Head meeting.

County Commissioners: Dale: attended the RT130, the pesticide applicators class in Hulett, drove Wind Creek Road, New Haven Road, Cabin Creek Road and had conversations on the congressional tour. Bob: attended the IT committee meeting, both RT130s in Carlile and Colony, took calls on roads and calls on the rec board. Fred: attended meetings with WCCA via Zoom, traveled to Rapid City and to Spearfish for BHNH meetings, received message on Bridger Pipeline, had conversations with Morgan, Mel and Jeff.

Tammy Jundt, County Treasurer, submitted the following monthly report of receipts and disbursements for month end March 2026:

Receipts	
Property Tax	\$398,575.69
Sales Tax	\$154,745.89
Misc Receipts	\$663,624.57
County Auto	\$405,728.89
Total	\$1,622,675.04

Disbursements	
Towns	\$3,469.12
County Boards/Districts	\$181,624.22
State & Local School	\$347,247.79
DOT/DOR/Rebate	\$231,178.27
Redemption	\$-
Total	\$763,519.40

Investments	February Interest
Wyo-Star	\$474,936.04 \$1,316.79
Wyoming Class	\$3,986,003.64 \$11,277.99

Dale moved to approve the following resolution:

RESOLUTION NO. 2026-7

(Setting Salaries of County Officials for the next term of Office)

WHEREAS Article 14 Section 3 of the Wyoming Constitution the legislature shall by law designate county offices and fix their salaries wherein the legislature delegated that duty to the Board of County Commissioners according to W.S. 18-3-107 who cannot change the salary once fixed according to Article 3 Section 32 of the Wyoming Constitution; and

set up their summer review lists and conduct onsite/on call reviews for this current appeal period. The office is also managing exemption applications and responding to taxpayer inquiries. We are also preparing for/working through any appeal-related processes as applicable for this time of year. I attended/participated in the following: Department Head Meeting, IT Committee Meeting, WCAA Meetings, ESRI/GIS Contract Meetings

DaNece Day, County Attorney: Criminal Cases in the past month: New Cases: 19, Closed Cases: 26, Current Case Load: 122, In Court 47 times, Juvenile/Diversion Cases: 25. DaNece Day: Current Case Load 91, In Court: 41 times; Carina Ostberg: Current Case Load 14, In Court: 8 times; Jeani Stone: Current Case Load 17, In Court: 1 time; Restorative Justice (Cindy Holland); Traffic School 6, Juvenile Diversion 6, Tobacco Violation 0; Victim Services (Cindy Holland) Victim Contacts 17; **2026 Year to Date: New Cases 76, Closed Cases 70.** The Advent Learning Program is up and running. The program is fully automated and will benefit youth and adults with minor traffic citations. It has already saved time and will be an additional funding stream to enhance our juvenile services program. Our pending appeal will go to the judge this week. The UW Prosecution Assistance Clinic has been instrumental in the preparation of our response. Cindy participated in 307 Teen Challenge in Newcastle. Freshmen from six area high schools participated. Law enforcement, first responders and victim services presented impactful messages on topics ranging from cyber stalking and bullying to impaired driving to safe dating. We look forward to next year's event as our office has committed to taking a more active role to ensure a mock trial is part of the presentations. We appreciate the county employees who joined us as Denim Day to raise awareness of Sexual Assault.

Julie Crawford, Clerk of District Court: Total Receipts for April: \$9,334.69 Total Disbursements: \$19,633.72 with \$2,593.50 to the County. We received 9 new case filings, 45 record searches, 4 new passports, and assisted 19 other customers with renewal passports and photos, and we still have 3 appeals pending. I attended 4 clerks' association meetings via Teams, an IT committee meeting, a Child Support Board Meeting, a tech committee meeting with some other District Court Clerks, a special IT meeting with KLH regarding necessary budget figures, and the employee compensation committee meeting. When I wasn't participating in meetings, I worked on a civil appeal and then transmitted it to the Supreme Court. We went through our older records and participated in the shreds day, and I worked on our budget and also the shared budget with the County Attorney. Overall, it was a busy month.

Tammy Jundt, County Treasurer: In April we did a total of 2,078 transactions. We have been busy with customers at the counter and a lot of mail for the 2nd half property tax payments. We've been assisting a lot of people with the property tax relief program. Deadline is June 1st. Worked on the county budget and entered the March revenue. Worked on my office budget and turned it into the Clerk's office. Emailed Jeff the E911 revenue report. We participated in the annual shredding. I advertised in all county newspapers a reminder about the 2nd half installment of property tax that is due May 10th. Star Oil is current with making their \$20,000 payment. I attended the employee compensation committee and department head meeting.

Jeff Hodge, County Sheriff: presented the stats, attended leadership conference, been working on budget, had several calls with KLH on office IT, got a new deputy hired, had a dispatcher retire, we should be receiving our first ICE stipend soon, received a grant to purchase a new vehicle for Emergency Management.

Melissa Jones, County Clerk: office record 444 documents and made 328 titles. Collected and complied budget requests, reviewed and balanced self-funded lines and grants, notified special districts of yearly due dates, completed the LGLP application for the county, office participated in document shreds day, Mark called potential election judges to gauge interest in serving again this year, notified party chairmen and towns of number of judges needed, distributed election candidate filing materials to municipal clerks, collected applications for Commissioner scholarships, received and processed an indigent burial request, Aimee attended the Public Health Administrative Preparedness exercise, fulfilled a public records request of reports on tax liens recorded in Crook County back to 2016, I traveled to Casper for Clerk's meetings, attended a Clerk's meeting via Teams, had conversations with Linda Cope on FNRPA extensions, conversations with Johnson and Weston County commissioners, met with the Weston County Interim Clerk to go over budget, attended the Leadership Team meeting, Compensation Committee meeting, Department Heads meeting, Fire Advisory Board meeting, met with Soni on County IT budget needs, participated in the Victim Witness/VOCA grant audit, attended the candidate forum to help answer questions about filing for office and attended the IT Committee meeting.

County Commissioners: Dale: traveled to Newcastle for the Bridger Pipeline meeting with BLM, attended the Rare Element Resources meeting, attended congressional staffer tour meeting and Fire Advisory Board meeting.

Bob: took calls on roads, attended FAB meeting in Pine Haven, SPOT meeting, IT meeting and FAB meeting in Sundance. **Fred:** attended various meetings on Forest Service plan updates, had conversations with Joey Kanode on frack sand mine, had conversations with Dru, attended FAB meeting in Sundance, and had conversations on the New Haven Road.

Discussion was held on updates to the County Personnel Policy Manual. A hearing has been set for July 7, 2026, at 10:00 A.M. in the Commissioners Chambers in Sundance, Wyoming. The board will hold a public hearing at that time to hear oral comments and read written comments submitted at or before the hearing.

Bob moved to go into executive session at 10:32 o'clock a.m. per W.S. 16-4-405(a)(iii). Dale seconded, all ayes, motion carried.

Back into regular session at 10:42 a.m.

Alex Jessen, Chairman, Tammy Jundt and Bonnie Stahla, Members, Compensation Committee, gave a monthly report. Also present were Julie Crawford, Jeff Hodge and DaNece Day.

Dale moved to approve and for the Clerk to use the chairman's signature stamp on twenty-one (21) classification reviews for Facilities, Library, Road & Bridge and County Sheriff. Bob seconded, all ayes, motion carried.

Morgan Ellsbury, Road and Bridge Superintendent, and Larry Schommer, Facilities Maintenance Supervisor, gave their monthly reports.

Dale made a motion to authorize the chairman to sign titles for vehicles that sell at County auction this month. Bob seconded, all ayes, motion carried.

HOT SPRINGS

MEMORANDUM OF AGREEMENT

287(g) Task Force Model

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the H_o_t_S_p_r_i_n_g_s_C_o_u_n_t_y_S_h_e_r_i_f_f'_s_O_f_f_i_c_e, pursuant to which ICE delegates trained, and certified officers or employees of the H_o_t_S_p_r_i_n_g_s_C_o_u_n_t_y_S_h_e_r_i_f_f'_s_O_f_f_i_c_e (hereinafter interchangeably referred to as “Law Enforcement Agency” (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents H_o_t_S_p_r_i_n_g_s_C_o_u_n_t_y_S_h_e_r_i_f_f'_s_O_f_f_i_c_e in the implementation and administration of this MOA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

I. PURPOSE

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the LEA’s jurisdiction. This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken pursuant to this agreement by participating LEA personnel.

II. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-296, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

III. POLICY

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel be subject to ICE direction and supervision while performing delegated immigration officer functions pursuant to this MOA. For the purposes of this MOA, ICE officers will provide direction and supervision for participating LEA personnel only as to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment and performance of duties of participating LEA personnel.

IV. TRAINING AND ASSIGNMENTS

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

V. DESIGNATION OF AUTHORIZED FUNCTIONS

For the purposes of this MOA, participating LEA personnel are authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(1)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.
- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.
- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).
- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).
- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting,

photographing, and interviewing, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R. § 238.1; INA § 241(a)(5), 8 C.F.R. § 241.8; INA § 235(b)(1), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.
- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.
- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))
- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

VI. RESOLUTION OF LOCAL CHARGES

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

VII.

NOMINATION OF PERSONNEL

The chief officer of the LEA will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of LEA work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances and access to appropriate DHS and ICE databases/systems and associated applications.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based

on an oral agreement of the parties but will be subject to all the requirements of this MOA.

VIII. TRAINING OF PERSONNEL

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XVIII below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

IX. CERTIFICATION AND AUTHORIZATION

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

X. COSTS AND EXPENDITURES

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are

defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

XI. ICE SUPERVISION

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for additional training or guidance for that specific individual.

For the purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law unless doing so would violate

federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

XII. REPORTING REQUIREMENTS

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

XIII. RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the

applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

XIV. LIABILITY AND RESPONSIBILITY

Except as otherwise noted in this MOA or allowed by federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at OPLA-DCLD-TortClaims@ice.dhs.gov. ICE OPLA, through its headquarters, ~~will assist LEA personnel with the request for representation,~~ including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any federal investigation related to this MOA to the full extent of personnel, individual in custody and documents. ~~Failure to do so may result in the termination of this MOA.~~ Failure of any participating LEA employee to cooperate in any federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be

used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. §552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices regarding data collection and use of information under this MOA.

XV. COMPLAINT PROCEDURES

The complaint reporting and resolution procedure for allegations of misconduct by participating LEA personnel, regarding activities undertaken under the authority of this MOA, is included at Appendix B.

XVI. CIVIL RIGHTS STANDARDS

Participating LEA personnel who perform certain federal immigration enforcement functions are bound by all applicable federal civil rights statutes and regulations.

Participating LEA personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA as needed.

XVII. MODIFICATION OF THIS MOA

Modifications of this MOA must be proposed in writing and approved by the signatories.

XVIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1)an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged

misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

For the LEA:

Date: April 30, 2026

Signature: Jerimie Kraushaar

Name: Jerimie Kraushaar

Title: S_h_e_r_i_f_f

Agency: H o t S p r i n g s C o u n t y S h e r i f f ' s O f f i c e

For ICE:

Date: _____

Signature: _____

Name: _____

Title: D_e_p_u_t_y_D_i_r_e_c_t_o_r

Agency: D_e_p_a_r_t_m_e_n_t_o_f_H_o_m_e_l_a_n_d_S
U.S_.I_m_m_i_g_r_a_t_i_o_n_a_n_d_C_u_s_t_o_m_s_E

POINTS OF CONTACT

For ICE: Department of Homeland Security
Immigration and Customs Enforcement
Enforcement and Removal Operations
Assistant Director for Enforcement
Washington DC

Hot Springs County Sheriff's Office

APPENDIX B

COMPLAINT PROCEDURE

This MOA is an agreement between ICE and the H o t S p r i n g s C o u n t y S h e r i f f s
O f f i c e,

hereinafter referred to as the “Law Enforcement Agency” (LEA), in which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals’ civil be accomplished through these complaint reporting and resolution procedures, which the parties and constitutional rights, are to be monitored. Part of the monitoring will be the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA the LEA shall, to the extent allowed by state law, make timely notification to ICE.

Further, if the LEA is aware of a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall remove the designated LEA personnel from the program, until such time that the LEA has adjudicated the allegation.

The LEA will handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE Office of Professional Responsibility (OPR) at ICEOPRIntake@ice.dhs.gov.

1.Complaint Reporting Procedures

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures. Complaints will be accepted from any source (e.g., ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints may be reported to federal authorities as follows:

- A. Telephonically to the ICE OPR at the toll-free number 1-833-4ICE-OPR; or
- B. Via email at ICEOPRIntake@ice.dhs.gov.

Complaints may also be referred to and accepted by any of the following LEA entities:

- A. The LEA Internal Affairs Division; or
- B. The supervisor of any participating LEA personnel.

2. Review of Complaints

All complaints (written or oral) reported to the LEA directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of ICE. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the LEA's Internal Affairs Division when the complaint involves LEA personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

3. Complaint Resolution Procedures

Upon receipt of any complaint the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or another legally required entity. Complaints will be resolved using the existing procedures, supplemented as follows:

A. Referral of Complaints to LEA Internal Affairs Division.

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Internal Affairs Division for resolution. The Internal Affairs Division Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

B. Interim Action Pending Complaint Resolution

Whenever any participating LEA personnel are under investigation and subject to interrogation by the LEA for any reason that could lead to disciplinary action, demotion, or dismissal, the policy requirements of the LEA shall be honored. If appropriate, an individual may be removed from participation in the activities covered under the MOA pending resolution of an inquiry.

C. Time Parameters for Resolution of Complaints

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

D. Notification of Resolution of a Complaint

ICE OPR will coordinate with the LEA's Internal Affairs Division to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

APPENDIX C

PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section XIII of this MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are:

For the LEA:

J e r i m i e K r a u s h a a r
S h e r i f f
3 07 - 8 64 - 2 62 2
41 7 A r a p a h o e S t. T h e r m o p o l i s , W y o. 8 24 43
S h e r i f f @ h s c o u n t y. c o m

For ICE:

Department of Homeland Security
Immigration and Customs Enforcement
Office of Public Affairs

MEMORANDUM OF AGREEMENT

Warrant Service Officer Program

I. PARTIES

This Memorandum of Agreement (MOA) constitutes an agreement between U.S. Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the H o t S p r i n g s C o u n t y S h e r i f f ' s O f f i c e W Y , hereinafter the law enforcement agency (LEA), pursuant to which ICE delegates to nominated, trained, certified, and authorized LEA personnel the authority to perform certain immigration enforcement functions as specified herein. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein.

II. PURPOSE

The purpose of this collaboration is to promote public safety by facilitating the custodial transfer of specific aliens in LEA jail/correctional facilities to ICE for removal purposes at the time of the alien's scheduled release from criminal custody. This MOA sets forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and approved by ICE to perform certain limited functions of an immigration officer within the LEA's jail/correctional facilities. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority delegated under this MOA to participating LEA personnel shall occur only as provided in this MOA.

III. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), 8 U.S.C. § 1357(g) (1996), as amended by the Homeland Security Act of 2002, Pub. L. No. 107-296, authorizes the Secretary of DHS to enter into written agreements with a State or any political subdivision of a State so that qualified personnel can perform certain functions of an immigration officer. Such authority has been delegated by the Secretary to ICE, and this MOA constitutes such a written agreement.

IV. RESPONSIBILITIES

The LEA is expected to pursue to completion all criminal charges that caused the alien to be taken into custody and over which it has jurisdiction. ICE will assume custody of an alien only after said individual has been released from LEA custody.

A. DESIGNATION OF AUTHORIZED FUNCTIONS

Approved participating LEA personnel will be authorized to perform only those immigration officer functions set forth in the Standard Operating Procedures (SOP) in Appendix A.

B. NOMINATION OF PERSONNEL

The LEA will use due diligence to screen and nominate candidates for ICE training and approval under this MOA. All candidates must be United States citizens, have knowledge of and have enforced laws and regulations pertinent to their law enforcement activities and their jurisdictions, and have been trained on maintaining the security of LEA facilities, and have enforced rules and regulations governing inmate accountability and conduct.

ICE reserves the right to conduct an independent background check for each candidate. This background check requires all candidates to complete a background questionnaire. The questionnaire requires, but is not limited to, the submission of fingerprints, a personal history questionnaire, and the candidate's disciplinary history (including allegations of excessive force or discriminatory action). ICE reserves the right to query any and all national and international law enforcement databases to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. Upon request by ICE, the LEA will provide continuous access to disciplinary records of all candidates along with a written authorization by the candidate allowing ICE to have access to his or her disciplinary records.

Any expansion in the number of participating LEA personnel or scheduling of additional training classes is subject to all the requirements of this MOA and the accompanying SOP.

C. TRAINING OF PERSONNEL

Before participating LEA personnel receive authorization to perform immigration officer functions under this MOA, they must successfully complete initial training provided by ICE on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed.

Each LEA nominee must pass a final examination with a minimum score of 70 percent to receive certification. If an LEA nominee fails to attain a 70-percent rating on the examination, he or she will have one opportunity to review the testing material and re-take a similar examination. Failure to achieve a 70-percent rating upon retaking the final examination will result in the disqualification of the LEA nominee and discharge of the nominee from training.

ICE will review the training requirements annually, reserves the right to amend them, and may require additional training as needed.

D. CERTIFICATION AND AUTHORIZATION

Upon successful completion of initial training, LEA personnel shall be deemed "certified" under this MOA.

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required test(s). Upon receipt of the certification, the ICE Field Office Director (FOD) will provide the participating LEA personnel a signed authorization letter allowing the named LEA personnel to perform specified functions of an immigration officer. ICE will also provide a copy of the authorization letter to the LEA. ICE will also execute ICE Form 70-006, Designated Immigration Officer. Only those certified LEA personnel who receive authorization letters and ICE Form 70-006 issued by ICE and whose immigration enforcement efforts are overseen by ICE may conduct immigration officer functions described in this MOA.

Along with the authorization letter and ICE Form 70-006, ICE will issue the certified LEA personnel official immigration officer credentials. Participating LEA personnel shall carry their ICE-issued credentials while performing immigration officer functions under this MOA. Such credentials provided by ICE shall remain the property of ICE and shall be returned to ICE upon termination of this agreement, when a participating LEA employee ceases his/her participation, or when deemed necessary by the FOD.

Authorization of participating LEA personnel to act pursuant to this MOA may be withdrawn at any time and for any reason by ICE and must be memorialized in a written notice of withdrawal identifying an effective date of withdrawal and the personnel to whom the withdrawal pertains.

Such withdrawal may be effectuated immediately upon notice to the LEA. The LEA and the FOD will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA shall constitute immediate revocation of all immigration enforcement authorizations delegated hereunder.

The LEA will make every attempt, where practicable, to provide ICE with a 90-day notice if participating LEA personnel cease their participation in the program, so that appropriate action can be taken in accordance with ICE policies, including inventorying and retrieval of credentials, and training replacement personnel as needed.

E. COSTS AND EXPENDITURES

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all of its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. The LEA will cover the costs of all LEA personnel's travel, housing, and per diem affiliated with the training required for participation in this MOA. ICE is responsible for the salaries and benefits of all of its personnel, including instructors and supervisors.

If ICE determines the training provides a direct service for the Government and it is in the best interest of the Government, the Government may issue travel orders to selected personnel and reimburse travel, housing, and per diem expenses only. The LEA remains responsible for paying salaries and benefits of the selected personnel.

The LEA is responsible for providing all administrative supplies (e.g. printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

F. ICE SUPERVISION

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE. Additional supervisory and administrative responsibilities are specified in Appendix A.

The actions of participating LEA personnel will be reviewed by ICE officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for individual training or guidance.

For purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these delegated authorities under this MOA shall be DHS and ICE policies and procedures. ICE is responsible for providing the LEA with the

applicable DHS and ICE policies. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law.

If a conflict arises between an order or direction of an ICE officer or a DHS or ICE policy and the LEA's rules, standards, or policies, the conflict shall be promptly reported to the points of contact in Section VII. who shall attempt to resolve the conflict.

G. INTERPRETATION SERVICES

Participating LEA personnel will provide an opportunity for aliens with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA, as needed.

The LEA will maintain a list of qualified interpreters or companies it contracts with to provide such interpreters. A qualified interpreter, which may include LEA personnel, means an interpreter who can interpret effectively, accurately, and impartially, using any specialized vocabulary. If an interpreter is used when a designated officer is performing functions under this MOA, the interpreter must be identified, by name, in records by annotating on the Warrant for Arrest of Alien or the Warrant of Removal/Deportation.

H. LIABILITY AND RESPONSIBILITY

Except as otherwise noted in this MOA or allowed by Federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel with regard to their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees only for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel will enjoy the same defenses and immunities from personal liability for their in-scope acts that are available to ICE officers based on actions conducted in compliance with this MOA. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the ICE Office of the Principal Legal Advisor (OPLA) in writing at OPLA-DCLD-TortClaims@ice.dhs.gov. ICE OPLA will then assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g); and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any Federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any Federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with Federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA are undertaken under Federal authority, the participating LEA personnel will comply with Federal standards and guidelines relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. §552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices with regard to data collection and use of information under this MOA.

I.CIVIL RIGHTS STANDARDS

Participating LEA personnel are bound by all Federal civil rights laws, regulations, and guidance relating to non-discrimination, including the U.S. Department of Justice "Guidance for Federal Law Enforcement Agencies Regarding the Use of Race, Ethnicity, Gender, National Origin, Religion, Sexual Orientation, or Gender Identity," dated December 2014, , Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq., which prohibits discrimination based upon race, color, or national origin (including limited English proficiency) in any program or activity receiving Federal financial assistance, Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on disability and requires the LEA to provide effective communication to individuals with disabilities, and Title II of the Americans with Disabilities Act of 1990, which also prohibits discrimination based on disability and requires the LEA to provide effective communication to individuals with disabilities.

V. REPORTING AND DOCUMENTATION

A.COMPLAINT PROCEDURES

The complaint reporting procedure for allegations of misconduct by participating LEA personnel, including activities undertaken under the authority of this MOA, is included in Appendix B.

B. COMMUNICATION

The FOD (or the FOD's management representative) and the LEA shall make every effort to meet at least annually to ensure compliance with the terms of this MOA. When necessary, ICE and the LEA may limit the participation of these meetings in regard to non-law enforcement personnel. The attendees will meet at locations to be agreed upon by the parties, or via teleconference. An initial review meeting between ICE and the LEA should be held within approximately 12 months of the MOAs operational date.

C.RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to organizations and groups expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the applicability of this section to requests for the release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

VI. MODIFICATIONS TO THIS MOA

Modifications to this MOA must be proposed in writing and approved and signed by both parties. Modification to Appendix A shall be done in accordance with the procedures outlined in the SOP.

VII. POINTS OF CONTACT

ICE and the LEA points of contact (POCs) for purposes of this MOA are:

For the LEA: Sheriff, Hot Springs County Sheriff's Office
For ICE Denver Field Office Director

VIII.EFFECTIVE DATE AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party, upon 90-day written notice to the other party, provides notice of termination or suspension of the MOA. A termination or suspension notice by ICE shall be delivered personally or by certified or registered mail to the LEA and termination or suspension shall take effect 90-days after receipt of such notice, unless exigent circumstances involving public safety dictate otherwise. Notice of termination or suspension by the LEA shall be given to the FOD and termination or suspension shall take effect 90-days after receipt of such notice, unless exigent circumstances involving public safety dictate otherwise.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

For the LEA:

Date: April 30, 2026

Signature: Jerimie Kraushaar

Name: J e r i m i e K r a u s h a a r

Title: S h e r i f f

Agency: Hot Springs County Sheriff's Office

For ICE:

Date: 05/12/2026

Signature: 

Name: Russell Hott

Title: Assistant Director

Agency: U.S. Immigration and Customs Enforcement

D e p a r t m e n t o f H o m e l a n d S

APPENDIX A

STANDARD OPERATING PROCEDURES (SOP)

The purpose of this appendix is to establish standard, uniform procedures for the implementation and oversight of the program within the FOD area of responsibility. This appendix can be modified only in writing and by mutual acceptance of ICE and the LEA.

Pursuant to this MOA, the LEA has been delegated authorities as outlined below. This MOA is designed to facilitate the custodial transfer of designated aliens in LEA's jail/correctional facilities to ICE within 48 hours of alien's release from criminal custody.

Authorized Functions:

Participating LEA personnel are delegated only the following authorities listed below:

- The power and authority to serve and execute warrants of arrest for immigration violations, 8 U.S.C. § 1357(a) and 8 C.F.R. § 287.5(e)(3), on designated aliens in LEA jail/correctional facilities at the time of the alien's scheduled release from criminal custody in order to transfer custody of the alien to ICE;

- o Upon transfer of the alien's custody to ICE, the alien will continue to be held in the LEA's jail/correctional facilities for no more than 48 hours unless there exists an agreement pursuant to which the LEA will continue to detain, for a reimbursable fee, aliens for immigration purposes. In the absence of an agreement, if the alien is not transferred to an ICE field office or an immigration detention facility within 48 hours, the alien shall be released from the LEA jail/correctional facility.

- The power and authority to serve warrants of removal, 8 U.S.C. § 1357(a) and 8 C.F.R. §§ 241.2(b)(2), 287.5(e)(3), on designated aliens in LEA jail/correctional facilities at the time of the alien's scheduled release from criminal custody that executes the custodial transfer of the alien to ICE for removal purposes;

- o Upon transfer of the alien's custody to ICE, the alien will continue to be held in the LEA's jail/correctional facilities for no more than 48 hours unless there exists an agreement pursuant to which the LEA will continue to detain, for a reimbursable fee, aliens for immigration purposes. In the absence of an agreement, if the alien is not transferred to an ICE field office or an immigration detention facility within 48 hours, the alien shall be released from the LEA jail/correctional facility.

and

- The power and authority to detain and transport, 8 U.S.C. § 1357(g)(1) and 8 C.F.R. § 287.5(c)(6), any aliens arrested pursuant to the immigration laws, to ICE-approved detention facilities.
 - o Only upon a request of an ICE officer authorizing such action may participating LEA personnel transport the alien(s) to an ICE-approved detention facility for immigration purposes, and only participating LEA personnel whose ICE Form 70-006 authorizes such action and who are authorized by their LEA to conduct transport operations, may conduct such action.

Additional Supervisory and Administrative Responsibilities:

The above immigration enforcement functions conducted by the participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE. Additional supervisory and administrative responsibilities for each entity include, but are not limited to:

- The LEA shall provide notification to the ICE officer immediately after participating LEA personnel serve any warrant of arrest or warrant of removal that executes the custodial transfer of the alien to ICE for removal purposes, in a manner mutually agreed upon by the LEA and the FOD.
- Participating LEA personnel must report all encounters with asserted or suspected claims of U.S. citizenship to ICE immediately, but generally within one hour of the claim.

APPENDIX B

COMPLAINT PROCEDURE

The training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for U.S. citizens' and aliens' civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through the complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA or a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall, to the extent allowed by State law, make timely notification to an ICE officer within 48 hours, excluding weekends, of the existence and nature of the complaint or allegation. The results of any internal investigation or inquiry connected to the complaint or allegation and the resolution of the complaint shall also be reported to an ICE officer, as established by ICE. It is the responsibility of the ICE officer to ensure notification is made to the ICE Office of Professional Responsibility (OPR) at ICEOPRIntake@ice.dhs.gov.

The LEA will also handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE officer within 48 hours of the LEA receiving notice of the complaint. It is the responsibility of the ICE officer to ensure notification is made to OPR.

287(g) Complaint Process posters will be displayed in the processing areas of the LEA to ensure aliens encountered under the 287(g) Program are aware of the complaint process. Posters will be displayed in English and Spanish. If the alien understands a language other than English or Spanish or is unable to read, LEA personnel will read and/or translate the complaint process in a language the alien understands.

APPENDIX C

PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section V(D) of this MOA, the signatories agree to coordinate appropriate release of information to the media, provided the release has been previously approved by both the ICE Privacy Officer and Public Affairs Officer, regarding actions taken under this MOA before any

information is released. The points of contact for coordinating such activities are:

For the LEA:

Jerimie Kraushaar
417 Arapahoe Street
Thermopolis, Wyo. 82443
307-864-2622
sheriff@hscounty.com

For ICE:

Public Affairs Office
Office of Public Affairs and Internal Communication
U.S. Department of Homeland Security
U.S. Immigration and Customs Enforcement Washington,
DC 20536
202-732-4242

LINCOLN COUNTY

Andrew

There are no records with the Lincoln County Commissioners regarding s287(g) agreements with the Sheriff's Office.

Thank you

Shane



M Shane Johnson - Sheriff

Lincoln County Sheriff's Office

Kemmerer, WY 83101

Phone 307-877-3971 / Fax 307-877-1414

Afton, WY 83110

Phone 307-885-5231 / Fax 307-885-3381



NATRONA COUNTY

Request closed

Your request has been fulfilled and is now closed. The only record we were able to locate was the agreement which has been released to you.

Thank you.

June 12, 2026, 8:54am by Ashley Smith (Staff)

Regards,

Michelle Maines

Commissioners' Assistant/Deputy-Clerk

Natrona County Commissioners' Office

SWEETWATER COUNTY

RESOLUTION 26-07-CC-01

RATIFICATION OF CONTRACTS BETWEEN SWEETWATER COUNTY SHERIFF'S OFFICE AND UNITED STATES DEPARTMENT OF HOMELAND SECURITY, IMMIGRATION AND CUSTOMS ENFORCEMENT

WHEREAS, Wyoming Statute § 18-2-101(a)(iv) authorizes the board of county commissioners to “make contracts and perform other acts relating to the property and concerns of the county,” and;

WHEREAS, the Sweetwater County Sheriff's Office has held an inmate housing contract with the United States Marshal's Service since 2006, and Immigration and Customs Enforcement has held a rider on that contract for the housing of federal immigration violators since 2007, and;

WHEREAS, the Sweetwater County Sheriff's Office entered a memorandum of agreement with Immigration and Customs Enforcement to establish warrant services officers within the Sweetwater County Detention Center on March 5, 2020, and;

WHEREAS, the Sweetwater County Sheriff's Office entered into a memorandum of agreement with Immigration and Customs Enforcement to participate in the agency's Jail Enforcement Model on March 7, 2025, and;

WHEREAS, the Sweetwater County Sheriff's Office entered into a memorandum of agreement with Immigration and Customs Enforcement to participate in the agency's Taskforce Model on April 24, 2025, and;

WHEREAS, the Sweetwater County Sheriff's Office entered into a memorandum of agreement with Immigration and Customs Enforcement to share office space within the Sweetwater County Sheriff's Office and Detention Center on August 23, 2025, and;

WHEREAS, the Sweetwater County Sheriff's Office entered into a contract with Immigration and Customs Enforcement for the transportation of federal inmates in the custody of ICE on May 14, 2025, and;

WHEREAS, the Sweetwater County Board of County Commissioners has accepted monetary payment from the United States Department of Homeland Security pursuant to the Taskforce Model, Inmate Housing, and Inmate Transportation agreements, and;

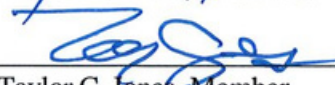
NOW THEREFORE, be it resolved, that the Sweetwater County Board of County Commissioners hereby formalizes ratification of each of the aforementioned agreements, and authorizes the Sweetwater County Sheriff to fulfill the terms of the agreements relating back to the date of each agreement identified herein.

Dated this 7TH day of July, 2026.

Sweetwater County
Board of County Commissioners



Keaton D. West, Chairman



Taylor C. Jones, Member



Attest:


Cynthia L. Swenson, County Clerk



Island Richards, Member



Robert D. Slaughter, Member



Mary Thoman, Member

WYOMING HIGHWAY PATROL

Request 26-2572

☒ Closed

Dates

Received
June 05, 2026 via web

Additional information

Incident Number
No data entered

Staff assigned

Departments
Public Records Request

Point of contact
Wyoming Patrol Records Request

Request

June 5, 2026

Dear Records Custodian:

On May 26, 2026, the American Civil Liberties Union ("ACLU") of Wyoming filed a lawsuit against the Laramie County Sheriff's Office ("LCSO") concerning three Memorandums of Agreement between the LCSO and U.S. Immigration and Customs Enforcement ("ICE") allowing the LCSO to perform certain immigration operations for ICE. Among other things, the lawsuit alleges that the LCSO violated state law when its Sheriff entered these agreements without following the required rulemaking process in the Wyoming Administrative Procedures Act. A copy of the Complaint can be found here. <https://www.aclu-wy.org/cases/juntos-et-al-v-...>

[Show more](#)

Timeline Documents

 Request published	Anyone with access to this request
June 15, 2026, 2:59pm by Staff	
☒ Request closed ^	Anyone with access to this request
Hello	
No response of records.	
Thank you!	
June 15, 2026, 2:59pm by Staff	
 Department assignment	Anyone with access to this request
Public Records Request	
June 5, 2026, 1:25pm by the requester	
 Request opened	Anyone with access to this request
Request received via web	
June 5, 2026, 1:25pm by the requester	