



MEMORANDUM OF AGREEMENT  
BETWEEN  
THE WYOMING NATIONAL GUARD  
COUNTERDRUG SUPPORT PROGRAM  
AND  
LARAMIE COUNTY SHERIFF'S OFFICE

This is a new memorandum of agreement (MOA) between the Wyoming National Guard/Counterdrug Support Program (WYCDSP) and the Laramie County Sheriff's Office (LCSO). When referred to collectively, the WYCDSP and the LCSO are referred to as the "Parties."

1. Purpose

This Memorandum of Agreement (MOA) establishes the framework for management and use of Wyoming National Guard (WYNG) Counterdrug Support Program (WYCDSP) assets for operational support of law enforcement agencies (LEA) within the Laramie County. In general, the WY Counterdrug Coordinator (WY CDC) agrees to provide support to Laramie County Sheriff's Office (LCSO) drug investigations operations and to work collaboratively to ensure continued support of law enforcement operations that are integral to the Governor's Counterdrug State Plan. This MOA defines the responsibilities of the WY CDC and LCSO and the lines of communication between the Parties in areas that include personnel, funding, training, operations, and logistics. This MOA is not intended to, nor may it be used, to supersede existing federal or state laws and Department of Defense or Army/National Guard Bureau regulations.

2. Authority

- a. 32 U.S.C. § 112, National Guard Drug Interdiction and Counter-Drug Activities
- b. 32 U.S.C. § 502(f), National Guard Training or Other Duty in Addition to Drill and Annual Training
- c. W.S. § 19-9-211, The National Guard Mutual Assistance Counter-Drug Activities Compact.
- d. Chief National Guard Bureau Instruction 3100.01B, 06 March 2020
- e. Guidance for the States' National Guard Counterdrug Program (CDP), 18 May 2020
- f. National Guard Bureau Counterdrug Division Fiscal Year 2021 Implementation Guidance, 10 June 2020

g. The Wyoming Governor's Counterdrug State Plan, Fiscal Years 2025-2027

3. Background

Consistent with the Office of the Secretary Defense (OSD) and the Office of National Drug Control Policy (ONDCP) direction and guidance, WYNG develops the Governor's State Plan for National Guard Counterdrug Support. The Governor and Attorney General sign the State Plan, which is subsequently reviewed by National Guard Bureau, coordinated with NORTHCOM, and approved by the Secretary of Defense. The approval of the plan constitutes authority to utilize appropriated CD funds and requires accountability for the use of those funds. The OSD approval of the Governor's State Counterdrug Support Plan allows the allocation of funds for the National Guard Bureau to the WYNG for personnel and training to support LEA drug investigation operational missions.

4. Planned Deployment of Service Members or Equipment

a. Personnel:

(1) Request for Support: As the WYNG is not a law enforcement agency, any involvement of the WYCDSP in support of drug law enforcement must be in response to a law enforcement agency's request for support. All requests for support must be in writing and on the requesting agency's organizational letterhead, made to The Adjutant General's Office, 5410 Bishop Boulevard, Cheyenne, Wyoming 82009. The point of contact is the WYCDC. Direct coordination of activities with the commanders of WYNG personnel and units is not authorized.

(2) Support Role: It is clearly understood by both Parties to this MOA that National Guard personnel, when in Federal service, are not sworn police officers and those personnel who are assigned to work with the Agency are assigned in a support role.

b. Equipment:

(1) The CD Program is responsible for the acquisition, holding and disposal of all real and personal property owned, leased, assigned or issued to the program and will not acquire, hold or dispose of such property belonging to the LCSO.

(2) Any loan of National Guard equipment to LCSO will be in accordance with 32 U.S.C. § 112, and any other applicable law. LCSO assumes the risk of loss for all equipment loaned pursuant to this agreement upon receipt of said equipment. Risk of loss remains with LCSO until said equipment is returned, inspected, and accepted by WYNG in a condition equal to that at the time of loaning, less reasonable wear and tear of the loaned equipment.



## 5. Reporting Procedures

a. WYCDSP personnel assigned to support LCSO will ensure that statistical results are input into respective WYCDSP databases for inclusion in required reports/records.

b. The WYCDSP will maintain compliance with Intelligence Oversight and Operational Security on all reporting in accordance with CNGBI 3100.01B.

c. Information provided to WYCDSP personnel by LCSO will not be released or shared outside of those persons providing direct support to LCSO operations without specific authorization of LCSO. WYCDSP personnel will make written request to disclose any LCSO law enforcement sensitive information in writing before making any third-party disclosure, including to other federal or state law enforcement agencies. Further, WYCDSP will notify LCSO of any intentional or inadvertent disclosure of any LCSO law enforcement sensitive information.

## 6. Command and Control

a. All WYCDSP personnel will be under the command and control of the WY CDC at all times. LCSO will notify the WY CDC immediately in the event that any WYCDSP personnel are missing, injured, or suspected of any act of misconduct. WYCDSP personnel may be recalled at any time due to emergencies or other operational necessities. The WY CDC has the sole discretion to approve or deny modifications to an approved LCSO support request. WYCDSP personnel may be recalled for a mission of higher priority, necessary military training, or other military operations.

b. WYCDSP personnel assigned to LCSO will be under the direct supervision of LCSO for any Counterdrug activities that support law enforcement operations. The WYCDSP personnel will maintain a military chain of command through WYCDSP, which will take precedence at all times. WY CDC will maintain oversight and supervision for all personnel administrative issues for personnel assigned to LCSO.

c. This MOA is not intended to circumvent existing lines of communication between the WYCDSP personnel and the chain of command as established by The Adjutant General. However, matters of a routine nature that can be addressed within the context of this MOA may be communicated directly between the WY CDC and LCSO. Issues requiring policy, regulatory change, or resource allocation shall be addressed to The Adjutant General through the normal staffing process.

## 7. Financial Obligations

The WYCDSP will provide pay and allowances for all WYCDSP members assigned to the LCSO, subject to the availability of funds appropriated by the federal government and approval by appropriate officials. This Agreement is contingent upon National Guard Bureau funding for current and subsequent fiscal years.



## 8. Scope of Operations

a. The WYCDSP will support law enforcement CD operations with selected assets consistent with law, OSD directives, regulations, and the Governor's State Counterdrug Plan. Based on priorities established by ONDCP and missions approved by OSD, the Governor's State Counterdrug Plan provides the framework which supports how law enforcement agencies' counterdrug missions are accomplished. Definitions of missions contained within that framework are detailed in CNGBI 3100.01B. All missions performed by WY CDSP personnel must fall within one of the missions approved in the Governor's State Counterdrug Plan.

b. WYCDSP personnel will operate in accordance with a LCSO support request approved by the WY CDC. Any requests to perform missions that are not on the Secretary of Defense approved mission list must be submitted through the National Guard Bureau J32 to the Secretary of Defense for approval in the WYCDSP approved State Plan.

c. WYCDSP personnel may be asked to review Requests for Information (RFI) from Geographic Combatant Commands and subordinate commands. WYCDSP may request that LCSO support these RFI. LCSO may support these RFI as necessary. LCSO rules for sharing and disclosure of information will be implemented at all times. Any sharing or disclosure of information will be done in accordance with the applicable system of records notice or other applicable laws, rules, regulations, and policies for LCSO information management. This supports a whole government approach to counter threats to U.S. National Security posed by drug smuggling and other illicit activities while balancing limited Department of Defense resources.

## 9. Force Protection and Rules for Use of Force

a. Prior to beginning the mission, LCSO will provide the WYCDSP with all known information regarding potential or actual threats and hazards to personnel and equipment. The WYCDSP personnel will operate under and will comply with the Rules for Use of Force (RUF) orders established by The Adjutant General. WYCDSP personnel will not be armed. LCSO will follow their agency policy concerning firearms discharge and use of deadly force. WYCDSP members should not be placed into situations that could be life threatening since they have not received the appropriate law enforcement training for this type of situation.

b. WYCDSP members have the right to use force only in exigent circumstances as defined above in paragraph 9(a). WYCDSP members may only use the amount of force necessitated by the established RUF.



## 10. Public Affairs

a. Information released to the media concerning WYCDSP assistance to LCSO in drug law enforcement missions will be coordinated between LCSO and Wyoming National Guard public affairs/information officers. Participating WYCDSP personnel or specific units will not be identified by name, address, or photograph unless approved by the WY CDC who will be responsible for obtaining a release through applicable WYNG channels.

b. The lead party for the dissemination of information will be LCSO and therefore members of the WYNG will refer all questions from the media to LCSO. The WYNG public affairs office may provide guidance on issues specific to the WYCDSP as appropriate.

c. WYCDSP members will not be interviewed by the media regarding WYCDSP operations without WYNG approval and consultation with LCSO.

## 11. Criminal Intelligence/Analysis Oversight Responsibilities

a. The WY CDC is responsible for managing personnel actions, equipment, resources, support requests, and program execution of authorized CD activities and supervision of Service members in a T32 duty status. WY CDC must monitor the daily routines and actual duties performed by all WYCDSP personnel to ensure all CD activities are conducted IAW all applicable laws, rules and regulations.

b. All WYCDSP personnel handle sensitive information IAW the supported organization's guidance, authorities, and oversight required by 28 CFR Part 23 , *Criminal Intelligence Systems Operating Policies*. An additional duty Security Manager (Intelligence Oversight Monitor) will be appointed by the WY CDC who is also responsible for personnel security.

## 12. Safety

The safety of WYCDSP personnel is the primary concern of the WY CDC and will be emphasized in the planning and execution of all operations involving WYCDSP personnel. The successful accomplishment of all WYCDSP support missions with minimum risk will be the main goal. WYCDSP personnel will adhere to the WY CDC's safety policy at all times. WYCDSP personnel should not knowingly be sent or directed to enter a hostile environment where there is a probability of encountering life threatening situations or direct contact with suspects. WYCDSP personnel are not to discuss or identify any individual or unit involved in LEA operations. They are not to divulge the names of vessels, operational sites, or their role in CD support operations.

## 13. Warrants/Permits Legal Requirements

a. LCSO shall ensure that all legal requirements, including obtaining warrants or necessary permits, are fulfilled. The WYCDSP personnel will not initiate investigations.

LCSO recognizes that WYCDSP personnel may not engage in any activity that law enforcement officers are prohibited from conducting.

b. WYCDSP personnel will not be used in a direct law enforcement role, nor will they interdict or arrest persons suspected of illegal activities, in the absence of exigent circumstances. WYCDSP personnel will not directly participate in searches of individuals or contraband seizures, be utilized or participate in any unauthorized surveillance activities, and must remain outside the evidence chain of custody.

c. Information or data obtained by the WYCDSP as a result of work done in support of LCSO will be immediately passed on to LCSO as it is obtained and will not be stored or maintained by WYCDSP personnel or in WYNG facilities. Procedures to be utilized for reporting such information will be established by LCSO in accordance with internal practices and procedures. LCSO will be responsible for follow-up on any such information. Information gathered by WYCDSP members will be given adequate classification consideration in accordance with LCSO policy.

#### 14. Uniforms and Task-Specific Attire

Duty Uniform: IAW CNGBI 3100.01B, and per WY CDC's guidance, WYCDSP personnel will dress in business casual attire and are strictly prohibited from wearing apparel that could potentially misrepresent them as LEAs (e.g., cargo pants, drug task force logo/clothing). WYCDSP personnel are authorized to wear professional National Guard shirts and tops.

#### 15. Logistics Support Coordination

As deemed appropriate and practicable, LCSO will provide parking, appropriate workspace, and use of communication equipment (including phone, personal computer, and internet/email capabilities) for WYCDSP personnel.

#### 16. Air and Ground Transportation Request

All aviation support requests must go through NGB-J32 Aviation Functional Manager prior to mission execution. All requests for aviation support will be requested through the WY CDC, and are subject to current guidelines, as well as availability of personnel and equipment.

#### 17. Coordination for Hazardous Material Support

WY CDC will facilitate support coordination relationships between the Wyoming Military Department Civil Support Team Commander and applicable LEAs within their States. WYCDSP personnel cannot engage in substance or hazardous material identification or disposal activities nor establish such organic capabilities within their CDPs.



## 18. Duty Hours and Work Schedules

a. Work schedules will be in accordance with WYARNG Compressed Work Schedule and duty hours will be to LCSOs hours of operation (Week 1: M-F 9 hours a day, Week 2: M-W 9 hours, TH 8 hours and Friday off. Daily ½ hour lunches and 1-hour Physical Training 5 times each week).

b. All WYCDSP personnel maintain additional military duties as part of their regular Wyoming National Guard unit. As such, WYCDSP personnel will be required to attend inactive duty training (drill weekends) and annual training (two-week period). LCSO recognizes that WYCDSP personnel may be mobilized and called to other active military duty as part of their normal military unit.

c. WYCDSP personnel are authorized thirty (30) days of leave per year, as approved by the Counterdrug Coordinator and LCSO daily supervisor.

## 19. Subpoenas or Other Orders to Appear

The provision of official information by military members in judicial proceedings, whether documentary or through witness testimony, is governed by 32 CFR. Part 97 and applicable Army or Air Force regulations and requires the prior approval of the servicing legal office. LCSO will immediately notify WYCDSP personnel in the event WYCDSP personnel are subpoenaed or otherwise expected to appear to provide testimony or other official information in connection with any work done in support of LCSO. WYCDSP personnel must report such order to appear in court to their respective Counterdrug Coordinator. If WYCDSP personnel are ordered to appear in court, LCSO will assist the WYCDSP personnel to obtain pre-trial advice and preparation from the prosecuting attorney responsible for the case as well as an in brief from their respective Staff Judge Advocate, if applicable.

## 20. Points of Contact (POCs)

a. The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

(i) For Wyoming National Guard/Counterdrug Support Program -

Katherine Zwiefel, CSM, Counterdrug Coordinator

(ii) For the Laramie County Sheriff's Office-

Chance Walkama, Undersheriff, Laramie County Sheriff's Office

CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed through the POCs.

## 21. Modification of MOA



This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOA will be reviewed no less often than at the mid-point of its term and around the anniversary of its effective date in its entirety.

## 22. Disputes

Any disputes relating to this MOA will, subject to any applicable law, Executive order, or DoD issuances, be resolved by consultation between the Parties.

## 23. Transferability

This MOA is not transferable except with the written consent of the Parties.

## 24. Entire Understanding

It is expressly understood and agreed that this MOA embodies the entire understanding between the Parties regarding the MOA's subject matter, thereby superseding all prior understandings of the Parties with respect to such subject matter.

## 25. Duration

This Agreement is effective when signed by all parties and remains effective for three (3) years unless sooner terminated by one or all of the Parties hereto. This Agreement shall be reviewed by the parties annually to ensure it meets support requirements.

## 26. Termination of Agreement

Either party may terminate this MOA at will at any time by written or oral notification to the other party. If notification of termination is delivered orally, written confirmation shall follow within five (5) business days. LCSO understands that WYCDSP operations are subject to and dependent upon annual appropriated funding.

## 27. Governmental/Sovereign Immunity

Neither party to this MOA waives its Governmental/Sovereign Immunity, as provided by any applicable law including but not limited to W.S. 1-39-101 et seq., by entering into this MOA. Further, the parties fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this MOA.





28. No Third-Party Beneficiaries

Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person not a party to this MOA any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

The individuals executing this Agreement hereby certify that they are legally authorized to do so and to commit their respective agencies as detailed in this Agreement.

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_ Date \_\_\_\_\_  
Brian Lovett, Chairman, Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

WYOMING CD PROGRAM

By: \_\_\_\_\_ Date \_\_\_\_\_  
MG Gregory Porter, WY NG The Adjutant General

By: \_\_\_\_\_ Date \_\_\_\_\_  
CSM Katherine Zwiefel, WY NG Counterdrug Coordinator

By: \_\_\_\_\_ Date \_\_\_\_\_  
COL Jason Salsgiver, USPFO for Wyoming

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Clerk

REVIEWED AND APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_ Date 10-29-24  
Laramie County Attorney's Office

