

RESOLUTION OF THE BORDER OPERATIONS TASK FORCE

BOARD OF DIRECTORS

WHEREAS, the Board of Directors of the Border Operations Task Force (hereinafter referred to as "BOTF") desired the active participation of a member of the Grant County Sheriff's Department (hereafter Sheriff's Office) as an Investigator for BOTF in order to provide adequate narcotics enforcement and intelligence gathering capabilities to and for the Sixth Judicial District; and

WHEREAS, The Board of Directors of BOTF recognizes the financial limitations Imposed on the Sheriff's Office,

NOW WHEREFORE, The Board of Directors of BOTF resolves to enter into the following contract between BOTF and the Sheriff's Office:

CONTRACT FOR SERVICES

1. The Sheriff's Office will assign to BOTF a Deputy to serve as an Investigator for BOTF for the specified period of the 1st day of July 2005 to the 30th day of June 2006. The BOTF Supervisory Agents in coordination with the Grant County Sheriff will supervise this Investigator, who will abide by the Sheriff's Office personnel and Compensation plan [hereafter Personnel Plan], and the Sheriff's Office policies. In addition, the Investigator will pass a Federal background investigation to the satisfaction of ICE and BOTF and follow BOTF's rules and regulations insofar as they do not conflict with the Personnel Plan and/or Sheriff's Office policies. This Investigator will be assigned as BOTF's Investigator for the Grant, Luna, and Grant Counties.
2. The assigned Investigator will continue as an employee of the Sheriff's Office while assigned to BOTF and will abide by due process and disciplinary procedures according to the Personnel Plan. The Sheriff's Office will continue to pay his salary and provide all the benefits provided to the Sheriff's Office employees.
3. In consideration of this assignment, BOTF will pay the Sheriff's Office the amount of 47,624.00. This amount shall be inclusive of all existing benefits and programs presently provided by the Sheriff's Office for the benefit of the assigned Investigator. This amount is subject to increase yearly as provided by the Sheriff's Office. In addition, BOTF will pay on a reimbursement basis any approved BOTF related overtime accrued by the assigned

Investigator, and other expenses associated with the employment of the BOTF agent as recognized and approved by the BOTF Board of Directors.

4. The Investigator has been hired as a grant funded TERM employee by the Sheriff's Office. The Investigator's continued employment is at the sole discretion of the Sheriff's Office, and contingent on yearly funding by HIDTA and on the yearly renewal of this resolution between the BOTF Board of Directors and the Sheriff's Office.
5. The Sheriff's Office will be indemnified against any claims levied against BOTF as a result of Investigator's involvement in BOTF supervised operations. The Sheriff's Office will remain responsible for any claims related to administrative functions of training, use of force and policies and procedures.

IN WITNESS WHEREOF,

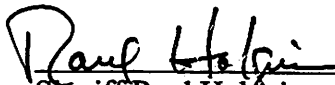
The parties named herein have caused this Agreement to be duly executed and in their behalf and their seal to be hereunto official and attested, all as of this date and year above written.

Allen Smith
Border Operations Task Force, Chairman

Signed and sworn before me this _____ day of _____, 2005.


Notary Public

My commission expires:



Sheriff Raul Holguin
Grant County Sheriff

Signed and sworn before me this 30 day of June, 2005.



Notary Public

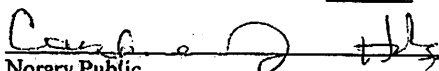
8/30/07

My commission expires:



Henry Torres, Chairman
Grant County Board of Commissioners

Signed and sworn before me this 30 day of June, 2005.



Notary Public

8/30/07

My commission expires: