

GRANT COUNTY
RESOLUTION NO. R-25-65

A RESOLUTION AMENDING THE APPROVED AND ADOPTED BUDGET FOR THE FISCAL YEAR COMMENCING JULY 1, 2025, AND FOR COUNTY PURPOSES IN THE COUNTY OF GRANT, SILVER CITY, NEW MEXICO, TRANSFERRING AND APPROPRIATING FUNDS THEREOF,

WHEREAS, the Board adopted a budget for the County of Grant for the fiscal period beginning the first day of July 2025; and

WHEREAS, unanticipated obligations and revenues have now been revealed, requiring and justifying the budgetary increases, decreases, and transfers as outlined in attachment Exhibit A; and

WHEREAS, it has been determined that resources are available and sufficient to provide for the requirement as set forth above in the designated funds, respectively; and

WHEREAS, the Manager of the County of Grant has submitted the same to the Board of County Commissioners and the Board have received said recommended adjustments and found them to be acceptable and in conformance with the needs of the County of Grant's budget for the fiscal year beginning July 1, 2025.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of the County of Grant, Silver City, New Mexico;

- Section I. The Budget approved by the Board is hereby amended for the fiscal period July 1, 2025, to June 30, 2026, pursuant to the County Manager's aforesaid recommendation.
- Section II. The Local Government Division of the State Department of Finance and Administration is hereby requested to authorize and approve the budgetary increases, decreases, and transfers enabled by the Resolution.
- Section III. The Board of County Commissioners, considering the need, safety, and welfare of the County of Grant, has determined and approved the adoption of this Resolution.
- Section IV. This Resolution shall be in full force and effect from and after its passage as provided by law.

PASSED, ADOPTED, AND APPROVED at Grant County, Silver City, New Mexico, this 13th day of November 2025.

**BOARD OF GRANT COUNTY COMMISSIONERS
GRANT COUNTY, NEW MEXICO:**

 (Nov 17, 2025 14:48:41 MST)
Chris M. Ponce, Chairman

 (Nov 13, 2025 17:58:05 MST)
Nancy Stephens, Member

 (Nov 19, 2025 09:34:32 MST)
Thomas L. Shelley, Member

 (Nov 14, 2025 12:46:48 MST)
Eloy H. Medina, Vice Chairman

 (Nov 18, 2025 08:59:54 MST)
Eddie M. Flores, Member

Attest:

 (Nov 19, 2025 09:34:32 MST)
Connie Holguin, Clerk

Fund	Fund Description	Department	GL Account	Line Item Description	Cash Transfers		Budget Increase/Decrease			
					IN	OUT	Revenue:	Decrease	Expenditures:	Decrease
21800 INTERGOVERNMENTAL GRANTS	HIDTA-REGION 7 HIGH INTENSITY DRUG TRAFFICKING AREAS	451-21800-0001-47699-000000	REVENUE	\$ 10,000.00						
21800 INTERGOVERNMENTAL GRANTS	OVERTIME EXPENSE	451-21800-3001-51060-000000	EXPENSE				\$ 10,000.00			
21800 INTERGOVERNMENTAL GRANTS			TOTAL	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -
21800 INTERGOVERNMENTAL GRANTS	NM DPS-LAW ENFORCEMENT RETENTION GRANT	210-21800-0001-47499-000000	REVENUE	\$ 12,314.41						
21800 INTERGOVERNMENTAL GRANTS	NM DPS RETENTION STIPEND	210-21800-3001-51020-000001	EXPENSE				\$ 12,314.41			
21800 INTERGOVERNMENTAL GRANTS			GRAND TOTAL OF BUDGT ADJUSTMENT REQUEST	\$ -	\$ -	\$ 12,314.41	\$ -	\$ 12,314.41	\$ -	\$ -
							\$ 22,314.41		\$ 22,314.41	

**CONTRACT
BETWEEN LUNA COUNTY AND
SUB-RECIPIENTS OF THE REGION VII HIGH INTENSITY
DRUG TRAFFICKING AREAS ("HIDTA") FUNDING**

THIS CONTRACT is made and entered into this 1st day of July 2025, by and between **LUNA COUNTY**, hereinafter referred to as the "County" and the **GRANT COUNTY SHERIFF'S DEPARTMENT** hereinafter collectively referred to as "Sub-recipients."

WHEREAS, the County was awarded from the Office of National Drug Control Policy Award #G24SN0022A, as fiscal agent through the Southwest Border HIDTA-New Mexico; and

WHEREAS, the Grant County Sheriff's Department is listed on the award as resource recipients; and

WHEREAS, the Grant County Sheriff's Department are parties to a certain Memorandum of Understanding Region VII Drug Task Force (the MOU) dated February 1, 2016, that provides for how the parties will jointly cooperate and assist with the prevention, investigation, control and prosecution of unlawful drugs, narcotics and controlled substances and related crimes within the Southwest Border HIDTA – New Mexico, Region VII; and

WHEREAS, the law enforcement activities and strategy of the HIDTA Region VII area are funded annually by a federal HIDTA grant, which provides assistance to law enforcement entities to reduce drug trafficking and production in the HIDTA Region VII area; and

WHEREAS, according to the MOU, the County is designated as the fiscal agent for purposes of the MOU and the activities conducted by the parties to the MOU; and

WHEREAS, currently, parties to the MOU (Sub-recipients) who engage and participate in HIDTA related activities to support the strategy of the HIDTA program, submit invoices to the County and the County as fiscal agent reimburses the Sub-recipient for overtime and other expenses associated with their HIDTA-related activities; and

WHEREAS, federal regulations governing the award and administration of federal grants awarded to non-federal agencies require that grant recipients and sub-recipients agree to be subject to certain federal requirements and regulations pertaining to HIDTA grants; and

WHEREAS, the County and the Sub-recipients wish to enter into this **CONTRACT**.

NOW, THEREFORE, it is agreed between the parties:

1. SUB-RECIPIENTS; SCOPE OF PARTICIPATION

A. The Sub-recipients for purposes of this Contract are those non-federal entities listed on Attachment A, attached hereto and incorporated by reference.

B. The Sub-recipients' participation in HIDTA Region VII activities to support the HIDTA strategy consists, without limitation, of overtime hours spent by Sub-recipient's law enforcement officers, agents, deputies, and police officers engaging in undercover narcotics investigations and other activities to support the HIDTA strategy. Other HIDTA-related activities are those program activities described on the budget submitted by the HIDTA Region VII in its annual HIDTA grant application.

2. ADDITIONAL HIDTA ACTIVITIES OR TASKS

A. The County and Sub-recipients agree that all HIDTA activities set forth in Section 1 (Sub-recipients' Scope of Participation) of this Contract shall be completed in full to the satisfaction of County as fiscal agent and in accordance with all federal requirements of the HIDTA grant funding, and for amounts not-to-exceed the sum of the annual HIDTA grant, and for no other cost, amount, fee or expense.

3. INVOICING AND REIMBURSEMENT

A. In consideration of its obligations under this Contract, the Sub-recipients shall be reimbursed as follows:

- 1) Depending on the frequency of HIDTA activities during the HIDTA grant period, the Sub-recipient's law enforcement agents will prepare an invoice with supporting documentation evidencing the Sub-recipient's overtime hours and other HIDTA-related expenses associated with HIDTA programs and activities. Sub-recipient will submit the invoice and supporting documentation to Region VII HIDTA. The invoice and supporting documentation will be verified by the Sub-recipient and then submitted to the County. The County as fiscal agent under the MOU shall review the invoice and supporting documentation and submit reimbursement directly to the Sub-recipient.
- 2) The total amount payable to all Sub-recipients under this Contract shall not exceed the total amount of the annual HIDTA grant funding, inclusive of any applicable tax, for that fiscal year.
- 3) The amount of the annual HIDTA grant is a maximum and not a guarantee that the HIDTA activities performed or engaged in by a Sub-recipient under this Contract shall equal the amount of the HIDTA grant. The parties do not intend for a Sub-recipient to continue to engage in HIDTA activities without reimbursement when the HIDTA grant funding has been exhausted. The County will notify Sub-recipient when reimbursements to the Sub-

recipients have reached the total available HIDTA grant funding for that year. In no event will a Sub-recipient be reimbursed when HIDTA grant funding has been exhausted for that grant period.

- 4) The County's representative for receipt of the invoice and supporting documentation is **Ashley Kayser**, Administrative Assistant to Region VII, akayser@nmhidta.org or such other individual as may be designated in the absence of the County representative. Monthly invoicing to the County is due 30 days after the end of each month so that payables can be processed timely.

B. Sub-recipients budgeted amounts to be paid are to be amended as stated on Attachment B (pending approval of the Office of National Drug Control Policy via the Southwest Border HIDTA-New Mexico).

C. In the event the Contractor breaches this Contract, the County may, without penalty, withhold reimbursement to the Contractor.

4. EFFECTIVE DATE AND TERM

This Contract shall, upon due execution by all parties, become effective as of the date of last signature by the parties hereto. The term of this Contract is subject to earlier termination if Luna County ceases to be designated as the fiscal agent under the MOU, if the MOU is dissolved by the parties to the MOU, or termination pursuant to Section 5 (Termination) below occurs. This agreement shall run concurrent with the term of the 2016 MOU which is currently in place.

5. TERMINATION

A. Termination of Contract for Cause. Either party may terminate the Contract based upon any material breach of this Contract by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Contract at any time for any reason by giving the Sub-recipient written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Sub-recipient's receipt of the notice. The County shall compensate the Sub-recipient(s) for acceptable work, determined in accordance with the specifications and standards set forth in this Contract, performed before the effective date of termination but shall not be liable to compensate the Sub-recipient for any HIDTA-related activities performed after the effective date of termination.

6. CONTINUED HIDTA GRANT FUNDING

This Contract is contingent upon the County's annual award of HIDTA grant funding. If sufficient HIDTA grant funding is not received this Contract shall terminate upon written notice by the County to the Sub-recipients, or the parties to this Contract may agree to suspend performance under this Contract until such time as HIDTA grant funds are available. A termination shall be without penalty to the County, and the County shall have no duty to reimburse Sub-recipients for overtime or expenditures made in the performance of this Contract. The County's decision as to whether sufficient HIDTA grant funding is available to fulfill the purposes of this Contract shall be final and not subject to challenge by the Sub-recipients in any way or forum, including a lawsuit.

7. PERSONNEL

All HIDTA-related tasks and activities performed by the Sub-recipients under this Contract shall be performed by the Sub-recipients or under the Sub-recipients' supervision.

8. RELEASE

Upon its receipt of all reimbursements or payments due under this Contract, the Sub-recipients release the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Contract.

9. CONFIDENTIALITY

Any confidential information provided to or developed by Sub-recipients in the performance of this Contract shall be kept confidential and shall only be made available to any individual or organization in accordance with applicable federal or state law.

10. CONFLICT OF INTEREST

A. Sub-recipients agree to maintain written standards of conduct covering conflict of interest (conflict of interest policies for Federal awards). Sub-recipients warrant that none of their employees will participate in the selection, award, or administration of this Contract if he or she has a real or apparent conflict of interest.

11. COMPLIANCE WITH APPLICABLE LAW AND REGULATION; CHOICE OF LAW; WARRANTY

A. In performing HIDTA-related tasks and activities hereunder for which Sub-recipients will receive reimbursement from a federal HIDTA grant, the Sub-recipients shall comply with all applicable Federal statutes, regulations and HIDTA award terms and conditions including:

- a) 28 CFR Part 69 (New Restrictions on Lobbying),
- b) 2 CFR Part 25 (Universal Identifier and System of Award Management (SAM)),
- c) 2 CFR Part 180 (Suspension and Debarment),
- d) 28 CFR Part 23 (Criminal Intelligence Systems),
- e) Section 7 of the HIDTA Program Policy and Budget Guidance,
- f) Achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by the HIDTA's Executive Board and the Office of National Drug Control Policy (ONDCP).
- g) Sub recipient Monitoring stated in 2CFR§200.331
- h) Sub recipients that receive \$25,000 or more must be registered with the Federal Accountability and Transparency Act Sub Award Reporting System (FSRS), located at www.fsrs.gov

B. This Contract shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. County and the Sub-recipients agree that the exclusive forum for any litigation between them arising out of or related to this Contract shall be state district courts of New Mexico located in Luna County.

C. Sub-recipient(s) warrant and represent that it is not listed as an excluded party under the federal System for Award Management (SAM) as a debarred or suspended or otherwise excluded from participation in a HIDTA grant funded program.

12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Contract may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto.

13. ENTIRE CONTRACT; INTEGRATION

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Contract. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

14. SEVERABILITY

If any term or condition of this Contract shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Contract shall not be affected and shall be valid and enforceable to the fullest extent of the law.

15. NOTICES

Any notice required to be given to the parties hereto shall be in writing and shall be delivered in person or by U.S. mail, either first class or certified, return receipt requested, postage prepaid to the following:

The County: Luna County
Attn: Luna County Manager
700 S. Silver St.
Deming, New Mexico 88030

Sub-recipients: See Attachment A.

16. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

17. NO THIRD-PARTY BENEFICIARIES

This Contract was not intended to and does not create any rights in any persons not a party hereto.

18. INSURANCE

A. General Conditions. The Sub-recipients shall maintain sufficient personal and property insurance consistent with the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29 as amended.

19. NEW MEXICO TORT CLAIMS ACT: LIABILITY

Each party to this Contract shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this Contract. Each party shall be liable for its own actions in accordance with this Contract. Any liability incurred by the County or the Sub-recipients in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act NMSA 1978, Section 41-4-1, et seq., as amended. The County and Sub-recipients and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity; do not waive any defense; and do not waive any limitation of liability pursuant to the Tort Claims Act. No provision in this Contract shall be construed to modify or waive any provision of the New Mexico Tort Claims Act.

20. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract: RELEASE, CONFIDENTIALITY, COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; TORT CLAIMS ACT; SURVIVAL

IN WITNESS WHEREOF, the parties have duly executed this Contract as of the date first written above.

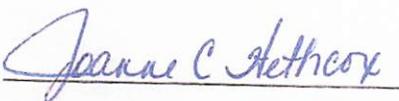
LUNA COUNTY



County Manager

7-17-2025

Date



Joanne C. Hethcox

Finance Director

07/17/2025

Date

SUB-RECIPIENTS' SIGNATURE PAGE

Grant County Sheriff's Department:



Grant County Sheriff



Date

Attachment A
Sub-recipients

Grant County Sheriff's Department
1400 HWY 180 E
Silver City NM, 88061
575-538-3723

Attachment B
Sub-recipients Budget Detail (Amended)

Resource Recipient – Grant County Sheriff’s Department

Overtime

Investigative – Law Enforcement Office, Up To: \$10,000

***Upon the availability of Overtime Funds**

Note *This amount can be up to 25% of the GS 12 Step 1 Rest of the US Law Enforcement rate for the current fiscal year per officer



New Mexico

Department of Public Safety

MICHELLE LUJAN GRISHAM
GOVERNOR

JASON R. BOWIE
CABINET SECRETARY

W. TROY WEISLER
CHIEF / DEPUTY SECRETARY

SYLVIA M. SERNA
DEPUTY SECRETARY

March 28, 2025

Grant County
1400 Highway 180 E
Silver City, NM 88061

Attn: Raul Villanueva

Re: Law Enforcement Retention Fund – Notice of Intent to Disburse

Dear Valued Law Enforcement Partner:

DPS is in receipt of the Grant County request for a disbursement of funds from the Law Enforcement Retention Fund [“LERF”] for the purpose of providing law enforcement retention differential disbursements to the Grant County Sheriff’s Office officers listed on **Exhibit A** and paying the employer tax liability (consisting of payroll taxes outlined in the Federal Insurance Contribution Act for Social Security and Medicare but not any employer contribution for retirement or other benefit plans) related to each law enforcement retention differential disbursement to be paid.

DPS has reviewed the information the Grant County Sheriff’s Office submitted to the DPS as required by NMSA 1978 Section 9-19-14 and the then extant permanent rule NMAC 10.2.4.9 in order to be an agency eligible to receive monies from the LERF. The information submitted appears to substantially comply with that required to be submitted by the statute and the rule.

Based on the information provided by the Grant County for each officer for whom a request was made, DPS has asked the Secretary of the Department of Finance and Administration [“DFA”] to issue a warrant to the Grant County in the amount of **\$12,314.41**. Of the \$12,314.41, \$12,138.40 is attributable to the projected retention differential disbursement [“PRDD”] and \$ 176.01 if applicable, is attributable to the employer tax liability for Federal Insurance Contribution Act [“FICA”] and/or Medicare.

Since the balance in the LERF is sufficient to pay all PRDDs requested by all eligible law enforcement agencies as well as the employer tax liability for FICA and/or Medicare, attributable to each PRDD requested, no pro rata deduction was applied to the amounts requested.

1. **Acknowledgement:** If you believe the amount that DPS (Department of Public Safety) is advising DFA (Department of Finance and Administration) will be disbursed to your agency for the purpose of paying retention differentials and employer tax liabilities is **correct**, you should:
 - o Sign the acknowledgement form.
 - o Return the signed form to the provided email address DPS.LERF@dps.nm.gov within **15 calendar days** from the date of the notice.
2. **Objections:** If you believe the disbursement amount is **incorrect**, your agency has **15 calendar days** from the date of receiving the notice to submit any objections. You would need to send these objections to the same email: DPS.LERF@dps.nm.gov

DPS will review your objections and respond as soon as possible.

Please be advised that disbursement of LERF funds to Grant County, obligates the Grant County to the following:

- 1) Any monies disbursed to for the purpose of paying PRDDs and related tax liability may not be paid to an eligible officer until the date the officer attains eligibility²;
- 2) Once an officer attains eligibility, the PRDD should be paid to the officer no later than thirty (30) days following the date the officer attains eligibility. If an officer has attained eligibility, but departs from the agency prior to the disbursement of LERF funds to your agency, the officer shall remain eligible for payment;
- 3) Tax liability for FICA and Medicare related to the PRDD must be paid in accordance with applicable law;
- 4) Monies disbursed for the purpose of providing PRDDs to those officers who are projected to, but who have not yet attained eligibility therefore, should be placed in an interest-bearing account;
- 5) Monthly reporting to DPS on or before the tenth (10th) day of the month following the disbursement of funds to an eligible officer or the non-disbursement of funds to an officer projected to be but ultimately found to be ineligible for a disbursement. The monthly reporting will include the name of the officer, the amount paid or not paid and, if not paid, the reason therefore;
- 6) Monies disbursed from the LERF which are not paid out as PRDD or taxes by your agency, shall be reported to DPS as not having been paid out, **no later than July 21, 2025**. DPS will provide a reporting template for your use. All funds shall be returned to DPS for redeposit into the LERF **no later than August 21, 2025**.

If you are a **state agency** and have not been contacted by DPS with respect to the detailed SHARE accounting information needed to disburse funds to your agency via operating transfer, please contact Christina Tyson, State Projects Staff Manager, at christina.tyson@dps.nm.gov or 505-629-8865. Disbursement will not occur until DPS has been provided with the detailed account information and financial point-of-contact required.

² The officer attains eligibility to receive the PRDD the day following the date on which the officer completes one year more than four, nine, fourteen, nineteen or twenty-plus years of eligible employment.

If you are **not a state agency**, a manual warrant will be issued for the monies to be disbursed to you from the LERF. If you have not already done so, please contact Christina Tyson, State Projects Staff Manager, at christina.tyson@dps.nm.gov or 505-629-8865 to advise her of:

- 1) The legal name of the entity entitled to receive the LERF funds, e.g., the City of _____, etc.; and
- 2) The name or job title and preferably, both, and the address of the individual to whose attention the warrant should be addressed for delivery by certified mail, return receipt requested.

Should you have any questions regarding this Notice of Intent to Disburse, please do not hesitate to contact Christina Tyson, State Projects Staff Manager at DPS.LERF@dps.nm.gov.

Very truly yours,



Jason R. Bowie
Cabinet Secretary

Cc: Anthony Bencomo
Charlene Webb

ACKNOWLEDGEMENT

I hereby swear or affirm under penalty of perjury that I, _____ on behalf of the Grant County have received this Notice of Intent to Disburse to the Grant County from the LERF the sum of **\$12,314.41**. I understand that of \$12,314.41, disbursed, \$12,138.40 is attributable to the PRDD and \$ 176.01 is attributable to the employer tax liability for Federal Insurance Contribution Act [“FICA”] and/or Medicare. I further acknowledge the obligations placed on the Grant County as set forth in the Notice of Intent to Disburse with respect to the receipt, handling, further disbursement and return of the monies disbursed from the LERF.

Date: 10/31/2025

Charlene Webb, County Manager

Printed name and job title of individual legally authorized to bind the agency



Signature of individual legally authorized to bind the agency