



City of Rio Communities Council Special Business Meeting
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, May 04, 2026 6:00 PM
Agenda

Please silence all electronic devices.

Mayor - Joshua Ramsell
Mayor Pro Tem - Lawrence R. Gordon
Council – Michael Melendez, Thomas Nelson, Matthew Marquez

Call to Order

Pledge of Allegiance

Roll Call

Approval of Agenda

Manager Report

- 1. Update on Maverick**

Action Items

- 2. Discussion, Consideration, and Decision – Approval of Grant Agreement 24-ZI5036-121 in the Amount of Ninety-two thousand seventeen dollars and zero cents (\$92,017.00) to Support Rio Communities Fire Department Equipment Reimbursement Program.**
- 3. Discussion, Consideration, and Decision –Approval of Resolution 2026-08 For IPRA fees for Public Record Requests.**
- 4. Discussion Only- Audit Update and Beasley Mitchell.**
- 5. Discussion Only- Fiscal Year 2027 Budget.**

Adjourn

Please join us from the comfort and safety of your own home by entering the following link: @
<http://www.youtube.com/@CityofRioCommunities>

**NEW MEXICO SPECIAL APPROPRIATION GRANT AGREEMENT
(FIREFIGHTER RECRUITMENT FUND)**

24-ZI5036-121

This Special Appropriation Grant Agreement (“**Agreement**”) is made and entered into by and between the State of New Mexico, The New Mexico Department of Finance and Administration (“**Department**” or “**DFA**”) and the Rio Communities Fire Department (“**Grantee**”) (individually “**Party**” and collectively “**Parties**”). This Agreement shall be effective as of the date the Department executes it (“April 1, 2026”).

WITNESSETH

WHEREAS, pursuant to House Bill 2, Section #5 of the 2024 Legislative Session [ZI5036], the sum of twenty-five million dollars (\$25,000,000) was appropriated from the general fund to DFA for firefighter and emergency medical technician recruitment through fiscal year 2026; and

WHEREAS, DFA is authorized to make grants to the Grantee in support of fire departments for firefighter and emergency medical technician recruitment; and

WHEREAS, on or about April 1, 2026, DFA awarded the Grantee Ninety-two thousand seventeen dollars and zero cents (\$92,017.00) to support Rio Communities Fire Department Equipment Reimbursement Program (“Program”);

WHEREAS, DFA’s award is intended to reimburse the Grantee for eligible equipment purchased to support newly hired firefighters and emergency medical technicians, in accordance with Program requirements; and

WHEREAS, the Grantee shall provide grant reporting to DFA including financial reporting, agreements with vendors, documentation related to reimbursed equipment, and any other program data requested by DFA.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLE I - SCOPE OF WORK

- A. Grantee agrees to utilize funds for reimbursement for approved equipment based on submitted invoices to support increased staffing.

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. The term of this Agreement shall become effective **April 1, 2026** and will terminate on **June 30, 2026**.
- B. The General Appropriation Act of 2024 Section #5, General Provisions (C) states: “Amounts set out in Section #5 of the General Appropriation Act of 2024, or so much as may be necessary, are appropriated from the indicated source for expenditure through fiscal year 2026 for the objects expressed”. Per HB2, any unexpended funds at the end of a fiscal year 2026 shall revert.

ARTICLE III - REPORTS

- A. Final Report:
 - a. Grantee shall submit a final report for the Program to the Department. The Final Report shall be submitted in the form required by the Department, attached hereto as Exhibit "B," and incorporated herein by reference.
 - b. The Final Report shall be submitted no later than June 30, 2026. This requirement shall survive the termination of this agreement.

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of Grantee's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement requirements herein stated, the Department shall pay Grantee a sum not to exceed Ninety-two thousand seventeen dollars and zero cents (\$92,017.00). The funds shall be used solely for the purposes authorized under this Agreement and approved by the Department. The grantee shall not deviate from the approved use of funds without prior written approval from the department.
- B. It is understood and agreed that if any portion of the funds set forth in Article IV, Paragraph (A), are not expended at the completion of this Agreement for the purpose(s) designated in this Agreement, shall revert to the Department for disposition.
- C. All payments will be made on a reimbursement of actual cost basis for eligible, Department-approved expenditures, subject to terms of this agreement.
 - a. Request for Payment Form, attached hereto as Exhibit "D."
- D. Payment shall be made only for those services specified in this Agreement and not funded by any other public entity funding source. The Grantee shall not bill the Department for the same service or services that have been billed to another funding agency or source.

ARTICLE V - MODIFICATION AND TERMINATION

- A. The Department, upon written notice to Grantee, shall have the unilateral right to immediately terminate this Agreement if, in the judgment of the Department, the provisions of this Agreement are violated or the activities described in the Program Description do not progress satisfactorily. In this regard, the Department may demand a refund of all or part of the funds dispersed to Grantee.

- B. The Parties may modify any terms and conditions of this Agreement by mutual agreement confirmed in writing with the same formalities for execution as this Agreement.
- C. Early Termination for Convenience: Except as provided in Article X and subparagraph A above, either Party may terminate this Agreement by providing the other Party with a minimum of thirty (30) days' advance written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Agreement by either party, the Department's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
 - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Department's notice of early termination or the issuance by the Grantee of a notice of early termination;
 - b. Incurred on or before the termination date in the notice of early termination;
 - c. For permissible purposes under this Agreement's Program Description and procured and executed in accordance with applicable law; and
 - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Agreement.

ARTICLE VI – REPRESENTATIONS AND WARRANTIES

Grantee hereby represents and warrants that it will comply with all State laws, regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, Grantee certifies that:

- A. It has the legal authority to receive and expend the funds as described in the Program Description.
- B. It shall meet all requirements of the Act, the Regulations, and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Agreement and provide the Department with verification thereof.
- C. It shall finance all costs of the Program, including all Program overruns.
- D. Every facility, program, or other provider with which it contracts to perform the activities that are subject to this Agreement shall, at all times, comply with all applicable State and federal laws and regulations and any licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provisions:
 - a. "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any licensure requirements governing its program and facility."

- b. The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.
- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.
- F. All professional services, activities, or programs will be implemented through a professional service contract. Grantee will submit all Program-related contracts and agreements to the Department for review and approval prior to execution. Amendments to existing contracts will be submitted to the Department for review and approval prior to execution.
 - a. Without limiting the foregoing, Grantee shall be required to complete a request-for-proposal (RFP) for contracts over sixty thousand dollars (\$60,000); provided, however, that if Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed.
 - b. Sole Source contracts can be utilized if written justification is provided, confirming that the organization is the only one in the area that can provide services uniquely and substantially related to the intended purpose of the contract. Grantee shall submit written documentation describing the reason(s) for sole source contracting to the Department prior to entering into the contract. Grantee shall adhere to all applicable provisions and requirements outlined in the State Procurement Code.
- G. It will adhere to all Department financial and accounting requirements, including the State's Model Accounting Practices, as amended from time to time.
- H. It will comply with all applicable conditions and requirements prescribed by the Department regarding the receipt of Program funds.
- I. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Agreement for any use other than those specified in the scope of work as defined in the Agreement without the prior approval of the Department.
- J. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
 - a. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the

State, any agency, or body in connection with the awarding of any Third Party Obligation.

- i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.
- K. It will comply with all applicable federal requirements and regulations.

The representations and warranties made by Grantee shall survive the Early Termination or expiration of this Agreement.

ARTICLE VII - RETENTION OF RECORDS

- A. **Accountability:** Grantee shall be strictly accountable for receipts and disbursements relating to this Agreement. Grantee shall follow generally accepted accounting principles, the State's model accounting principles.
- B. **Record Retention:** For six (6) years following the Program's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of funds from all sources budgeted for the Program, the purpose for which such funds were used, and such other records as the Department may prescribe.
 - a. All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC.
- C. Grantee shall make all Program records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended plus interest in accordance with Article IX below.

ARTICLE VIII - REPRESENTATIVES

- A. Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Program:
 - a. **Name: Martin Moore**
 - b. **Title: City Manager**
 - c. **Address: 108 Rio Communities, Rio Communities , NM , 87002**
 - d. **Phone: 5052740577**
 - e. **Email: mmoore@riocommunities.net**
- B. The Department designates the person listed below as its Program Manager, responsible for the overall administration of this Agreement, including compliance and monitoring of Grantee:

- a. Name: Bianca Quintana**
- b. Title: Law Enforcement Fund Administrator**
- c. Address: 407 Galisteo St., Santa Fe, NM 87501**
- d. Phone: 505-231-3052**
- e. Email: Bianca.Quintana@dfa.nm.gov**

ARTICLE IX – IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the funds reimbursed under this Agreement were improperly requested by Grantee, including but not limited to reimbursements based upon fraud, mismanagement, misrepresentation, misuse, or violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the improperly reimbursed funds are fully repaid.

ARTICLE X – SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XII – LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIII – SPECIAL CONDITIONS

Reserved.

ARTICLE XIV – APPROPRIATIONS

The terms and conditions of this Agreement are contingent upon the New Mexico Legislature making sufficient appropriations and authorization for the performance of this Agreement. If the Legislature fails to make sufficient appropriations and authorizations, the Department may immediately terminate this Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the Grantee and a third party, by providing the Grantee with written notice of such early termination. Grantee shall accept the Department's decision as to whether sufficient appropriations are available, which shall be final and non-appealable. Grantee shall include a substantively identical clause in all contracts between the Grantee and third parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into between the effective date of this Agreement and the Termination Date or early termination date.

ARTICLE XV – REQUIRED TERMINATION CLAUSE

Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

- A. “This contract is funded in whole or in part by funds made available under a State of New Mexico (State) grant agreement. If the State terminates the grant agreement, the [insert Grantee name] may terminate this contract by providing the contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Rio Communities Fire Department only liability shall be to pay the contractor for acceptable goods and/or services delivered and accepted prior to the termination date”.

ARTICLE XV: GENERAL PROVISIONS

- A. Assignment: Grantee’s rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the Department. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee’s rights and obligations approved by the Department shall be subject to the provisions of this Agreement.
- B. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective successors and assigns.
- C. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party’s obligations have been duly authorized.
- D. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- E. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- F. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- G. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed, and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- H. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- I. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on the Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- J. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- K. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- L. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- M. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- N. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- O. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- P. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in

the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

APPROVED BY GRANTEE:

Grantee: _____ By: _____ Date: _____
Title: _____

Grantee: _____ By: _____ Date: _____
Title: _____

AS TO LEGAL FORM AND SUFFICIENCY

Grantee: _____ By: ^{Signed by:} Randall Van Vleck Date: 4/29/2026
Legal Counsel Title: City Attorney

Exhibit B – Report
REIMBURSEMENT OF ELIGIBLE EQUIPMENT
Final Report

Basic Information

Grantee Name	Click or tap here to enter text.
Agreement Number	Click or tap here to enter text.
Reporting Period	Fourth Quarter / Final Report
Date Submitted	Click or tap here to enter text.

Program Summary

Provide a brief summary describing how funds were used to support newly hired firefighters and/or EMTs during the term of the FFRF (FY25 – FY26).

Click or tap here to enter text.

Equipment Use Confirmation

Confirm that all equipment purchased and submitted for reimbursement through the PARS system was used to support newly hired firefighter and/or EMTs.

All equipment reimbursed under this Agreement supports newly hired firefighters and/or EMTs.

Reimbursement Summary

Total Reimbursement Requested Through Department System Enter Amount

Certification

I certify that all reimbursement requests submitted through the PARS system comply with the requirements of this Agreement and applicable program guidelines.

Authorized Representative Name	Click or tap here to enter text.
Title	Click or tap here to enter text.
Signature	
Date	Click or tap here to enter text.

**STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit D**

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
 B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip

 C. Contact Name/Phone #: _____
 D. Grant No: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
 B. Grant Amount: \$ 0.00
 C. AIPP Amount (If Applicable): \$ 0.00
 D. Funds Requested to Date: \$ 0.00
 E. Amount Requested this Payment: _____
 F. Reversion Amount (if applicable): \$ 0.00
 G. Grant Balance: \$ 0.00
 H. Final Request for Payment (if applicable)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

- I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
 a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
 b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
 c. Submission of supporting documentation as required by the Agreement.
 d. Maintenance of all necessary records and documentation as stipulated in the Agreement.
- I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.
- I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

_____ Grantee Fiscal Officer or Fiscal Agent (if applicable)	_____ Grantee Representative
_____ Printed Name	_____ Printed Name
_____ Date:	_____ Date:

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____ ASD Officer	_____ Division Grant Manager
_____ Date	_____ Date

Resolution 2026-08

ESTABLISHING A FEE SCHEDULE FOR THE REPRODUCTION OF DOCUMENTS
REQUESTED UNDER NMSA 1978, CHAPTER 14, ARTICLE 2 - THE INSPECTION OF
PUBLIC RECORDS ACT (IPRA)

WHEREAS, the City Council is the duly authorized governing body of the City of Rio Communities, a New Mexico political subdivision; and

WHEREAS, the governing body of the City of Rio Communities recognizes the public's right to inspect public records and endorses as a fundamental right, the public's access to public records as a crucial aspect of our community; and

WHEREAS, applicable State law, NMSA 1978 Section 14-2-9, provides for the imposition of reasonable fees when the requester asks the City to provide public records and the need to impose reasonable fees to offset costs of providing said records.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Rio Communities that:

Effective immediately upon approval of this resolution, the attached fees shall apply to requests for records under IPRA through the City of Rio Communities Municipal Clerk's Office, Custodian of Records, payable in advance before copies of records will/can be provided:

PASSED, APPROVED AND ADOPTED THIS 4th DAY OF MAY 2026 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.

City of Rio Communities Governing Body

Joshua Ramsell,
Mayor

Michael Melendez,
Councilor

Lawrence R. Gordon,
Councilor Mayor Pro-tem

Matthew Marquez,
Councilor

Thomas Nelson,
Councilor

ATTEST:

Jennifer Gauna, Municipal Clerk



CITY OF RIO COMMUNITIES

360 Rio Communities Blvd. Rio
Communities, NM 87002
505-861-6803
www.riocommunities.net

*Per State law, **NMSA 1978 Section 14-2-9**, provides for the imposition of reasonable fees when the requester asks the City to provide public records and the need to impose reasonable fees to offset costs of providing said record:*

IPRA FEES:

Copies: Single-sided copies: \$1.00 per page
 Double-sided copies: \$0.75 per page

Emailed: \$0.75 per page

USB: \$0.75 per page, plus the cost of the USB device(s) at the time of request.
 \$5.00 per 30 minutes of video plus the cost of the USB device(s) at the time of request.

** Copies will be available for pickup at the Office of the City Clerk or mailed USPS Certified, return receipt (as requested), with costs assessed. The Records Custodian may request that applicable fees for copying public records be paid in advance, before the copies are made. A receipt indicating that the fees have been paid will be provided upon request to the person requesting the copies.