

STATE OF NEW MEXICO
CITY OF RIO COMMUNITIES
RESOLUTION 2025 – 06

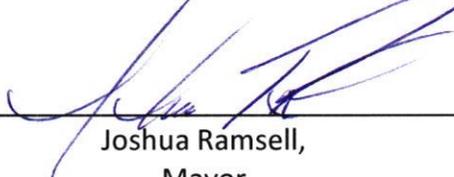
A RESOLUTION TO ACCEPT GRANT 23-DG-11030000-008 BETWEEN STATE OF NEW MEXICO, ENERGY,
MINERALS AND NATURAL REOURCES DEPARTMENT AND THE CITY OF RIO COMMUNITIES
FOR WILDLAND TOOLS & EQUIPMENT

- WHEREAS,** the Governing Board in and for the City of Rio Communities, State of New Mexico has agreed to accept grant agreement 23-DG-11030000-008 in the amount of \$17,911.63, and
- WHEREAS,** the Governing Board in and for the City of Rio Communities, State of New Mexico has agreed to a 10% match of \$1,990.10 for a total of \$19,901.73, and
- WHEREAS,** this fund will be used for the purchase of Personal Protection Equipment or Fire Fighting Equipment pertaining to Wildland Firefighting and shall comply with 2 C.F.R. 200.317 through 200.327; Communications equipment is eligible under this agreement, and

THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the City of Rio Communities, State of New Mexico hereby approves the following agreement with the City of Rio Communities and the State of New Mexico, Energy, Minerals and Natural Resources Department.

PASSED, APPROVED AND ADOPTED THIS 24th DAY OF FEBUARY 2025 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.

City of Rio Communities Governing Body

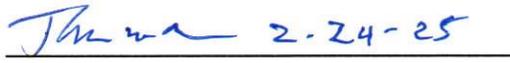


Joshua Ramsell,
Mayor



Lawrence R. Gordon,
Mayor Pro-tem/Councilor

Arthur Apodaca,
Councilor



Thomas Nelson,
Councilor



Matthew Marquez,
Councilor

ATTEST:



Roy Hubbard, Municipal Clerk

**GRANT AWARD AGREEMENT
BETWEEN THE
STATE OF NEW MEXICO,
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
AND THE
CITY OF RIO COMMUNITIES**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), Forestry Division, and the City of Rio Communities for the City Of Rio Communities Fire Department (CRCFD).

This Agreement is entered by the Forestry Division's authority at NMSA 1978, Sections 68-2-6 and 68-2-8 and is subject to all federal legislation, regulations, and policies applicable to the U.S. Department of Agriculture, National Fire Plan - Volunteer Fire Assistance Program (VFA).

The parties mutually agree:

1. Scope of Work: CRCFD shall purchase Personal Protection Equipment (PPE) or Fire Fighting Equipment (FFE) pertaining to wildland firefighting and shall comply with 2 C.F.R. 200.317 through 200.327 for procurement conducted pursuant to this Agreement.

A. CRCFD may purchase the PPE or FFE directly from any supplier. Firefighting boots and individual items with a cost greater than \$5,000.00 are not eligible for purchase under this Agreement.

B. Communications equipment (portable and handheld radios) is eligible for purchase under this Agreement. All communications equipment CRCFD purchases must be "Project 25" compliant (a national standard for communications equipment) and field programmable. No individual radio can cost more than \$5,000.00.

2. Compensation:

A. EMNRD shall reimburse CRCFD 90% of items purchased upon receipt of one detailed and certified statement evidencing purchase of and payment for equipment purchased under this Agreement along with copies of supplier invoices, subject to the limitation in Paragraph (1) and total reimbursement budget in Paragraph 2.B. below.

B. VFA grant award to CRCFD shall be:

Amount of Grant:	\$17,911.63
Local Match:	\$1,990.10
Total Budget:	\$19,901.73

C. To be eligible for cost sharing, CRCFD shall purchase all equipment and supplies after the Agreement's effective date and no later than April 1, 2026. CRCFD must submit to the Forestry Division one Reimbursement Form (Attachment 1), including copies of purchase orders, invoices, and cancelled checks to be eligible for reimbursement, no later than April 15, 2026.

3. Auditing Procedures: Expenditures made under this Agreement are regulated by 2 C.F.R. 200 *et seq.*

A. Equipment – Equipment CRCFD acquires under this Agreement shall be subject to audit by EMNRD and shall be managed, used, and disposed of in accordance with 2 C.F.R. 200.1 (Attachment 2) and 2 C.F.R. 200.313. Title to the equipment vests in the City of Rio Communities.

B. Supplies – Supplies CRCFD acquired under this Agreement that exceed \$100.00 per item shall be subject to audit by EMNRD pursuant to 2 C.F.R. 200.1 (Attachment 2) and 2 C.F.R. 200.314. Title to the supplies vests in the City of Rio Communities.

C. Financial Records – The City of Rio Communities's financial records involving procurement and all other related records including programmatic records, supporting documents, and statistical records under this Agreement shall comply with all federal, state, and local government auditing requirements, including subawards pursuant to 2 C.F.R. Part 200.1 (Attachment 2) and Cost Principles pursuant to 2 C.F.R. 400 and parts thereof, and in particular federal grant management rules pertaining to the National Fire Plan – Volunteer Fire Assistance Grant. The City of Rio Communities shall retain these records for six years after the date specified below in Section 5, Term.

4. Grant Award Provisions:

A. This VFA grant is awarded based on information provided in CRCFD's application submitted for VFA funding in federal Fiscal Year 2024. The City of Rio Communities shall comply with all applicable provisions of U.S. Department of Agriculture, Forest Service, Grant No. 23-DG-11030000-008, Federal Fiscal Year 2023. The Forestry Division shall provide the City of Rio Communities with a copy of the grant with the Notice to Proceed.

B. The City of Rio Communities assures it has legal authority to receive monies for purposes intended hereby and the ability and intention to finance its share of the costs of the PPE or FFE.

5. Term: This Agreement becomes effective when executed by an authorized representative of the City of Rio Communities and EMNRD. It shall terminate on April 30, 2026.

6. Termination: Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

7. Amendment: This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

8. Appropriations: This Agreement's terms are contingent upon the New Mexico State Legislature and U.S. Department of Agriculture, Forest Service granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, EMNRD may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from EMNRD to the City of Rio Communities. EMNRD's decision as to whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by the City of Rio Communities.

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES
DEPARTMENT**

By: _____ Date: _____
Cabinet Secretary or Designee

CITY OF RIO COMMUNITIES

By:  Date: 2/26/2025
Authorized Representative Signature

Newton D. Herra City Manager
Printed Name and Title

Attachment 1

Reimbursement Form	
Date:	
Volunteer Fire Department (VFD) Name:	City Of Rio Communities Fire Department
Fiscal Agent Name:	City of Rio Communities
VFD Representative Name:	
Fiscal Agent Address:	360 Rio Communities Blvd., Rio Communities, NM 87002
SHARE Number:	0000110108
Reimbursement Request Number: Please number your reimbursement requests sequentially, and with more than one digit – for example, “01” or “001”.	
Grant Amount Expended:	
Local Match: (This amount must be at least 10% of grant amount.)	
Total Amount Expended: (Total + Grant Amount + Local Match)	
Signature:	
Printed Name and Title:	
Must also attach the required purchase orders, invoices, and cancelled checks.	
Email this page and all required documentation to:	GabrielF.Cordova@emnrd.nm.gov State of New Mexico Energy, Minerals and Natural Resources Department Forestry Division 1220 S. St. Francis Dr. Santa Fe, New Mexico 87505

Attachment 2

Source - Electronic Code of Federal Regulations: www.ecfr.gov

Code of Federal Regulations

Title 2: Grants and Agreements

Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Subpart A: Acronyms and Definitions

§200.1 Equipment.

means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the recipient or subrecipient for financial statement purposes, or \$10,000. See the definitions of capital assets, computing devices, general purpose equipment, information technology systems, special purpose equipment, and supplies in this section. See also §§ 200.1 Capital assets, 200.1 Computing devices, 200.1 General purpose equipment, 200.1 Information technology systems, 200.1 Special purpose equipment, and 200.1 Supply.

§200.1 Subaward.

means an award provided by a pass-through entity to a subrecipient for the subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. It does not include payments to a contractor, beneficiary, or participant. A subaward may be provided through any form of legal agreement consistent with criteria in with [§ 200.331](#), including an agreement the pass-through entity considers a contract.

§200.1 Supply.

means all tangible personal property other than those described in the equipment definition. A computing device is a supply if the acquisition cost is below the lesser of the capitalization level established by the recipient or subrecipient for financial statement purposes or \$10,000, regardless of the length of its useful life. See this section's definitions of computing devices and equipment.