



City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Mayor David Romero

CITY OF LAS VEGAS SPECIAL CITY COUNCIL MEETING August 27, 2024–Tuesday– 11:00 a.m.

City Chambers
1700 N. Grand Avenue
Las Vegas, NM 87701

AGENDA

*City Council Meetings are
Available via YouTube*

https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **BUSINESS ITEMS**
 1. Request approval of a Memorandum of Understanding (MOU) between the Department of Homeland Security Federal Emergency Management Agency (FEMA), Hermit's Peak/Calf Canyon Claims Office and the City of Las Vegas.

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

VIII. ADJOURN

ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that arrangements may be made.

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the County Chambers you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas website and to be broadcast on YouTube.

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from Utilities, Office of the City Clerk, 905 12th Street, Las Vegas, NM 87701 or the City's website at www.lasvegasnm.gov



**CITY OF LAS VEGAS SPECIAL
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: August 27, 2024

Date Submitted: 8/23/24

Department: Executive

Item: Request approval of a Memorandum of Understanding (MOU) between the Department of Homeland Security Federal Emergency Management Agency (FEMA), Hermit's Peak/Calf Canyon Claims Office and the City of Las Vegas.

Fiscal Impact:

Attachments: MOU

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:
Mayor David Romero

Reviewed By:



Finance Director



City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____



FEMA

MEMORANDUM OF UNDERSTANDING

BETWEEN

Department of Homeland Security Federal
Emergency Management Agency Hermit's
Peak/Calf Canyon Claims Office

AND

City of Las Vegas, New Mexico

1. PARTIES

This Memorandum of Understanding ("MOU") is hereby made and entered into by and between the City of Las Vegas, NM (hereinafter referred to as "the City") and the Federal Emergency Management Agency, Hermit's Peak/Calf Canyon Claims Office (hereinafter referred to as the "Claims Office") both herein referred to individually or collectively as "Party" or "Parties."

2. AUTHORITY

This MOU is authorized under the provisions of Section 2061 of the Consolidated Appropriations Act, 2023, Pub. Law 117-328 ("Act").

3. PURPOSE

The purpose of this MOU is to set forth the terms by which the City will complete the proposed Scope of Work (SOW) to receive compensation for damages sustained by the City's water treatment facility system as a result of the Hermit's Peak/Calf Canyon Fire ("Fire"). The Act provides that the Claims Office may compensate for the replacement of water treatment facilities to the extent necessitated by the Event, in lieu of compensation for temporary injury, up to \$140,000,000.

4. RESPONSIBILITIES

A. Claims Office Agrees to:

- i. Provide compensation for the replacement of the City's water treatment facilities system, to the extent necessitated by the Fire "in lieu of compensating for temporary injury."
- ii. Accept additional claims for compensation as authorized by law.
- iii. Approve consistent with 44 C.F.R. §§ 296.34 and 296.35 the City's request to reopen or supplement the claim as design and construction proceeds so long as the cost increase is based on the agreed upon scope of work derived from the technical and engineering designs to be submitted by the City to the Claims Office.
- iv. Draft a Summary of Conclusion document following the quarterly meetings noted in Section 4.B.iv below for all parties to review and concur within 5 business days of each meeting.



FEMA

B. The City Agrees To:

- i. Submit a scope of work derived from technical and engineering designs to the Claims Office for work done to replace the City’s water treatment facilities system.
- ii. Notify and engage the Claims Office prior to executing changes in project scope to ensure all work remains as a result of the fires.
- iii. Ensure that any and all compensation is allocated only for the water treatment facilities/systems.
- iv. Meet quarterly, to begin 30 days after the date this MOU is signed, with the Claims Office to provide updates on progress. At a minimum, updates should include upcoming milestones and anticipated challenges.
- v. In addition to the quarterly meetings, notify the Claims Office no later than 30 days upon completion of each of the following phases:
 - a. Planning phase – TBD (~12 months)
 - b. Design phase – TBD (~23 months)
 - c. Bid phase – TBD (~3 months)
 - d. Construction phase – TBD (~34 months)

5. DETAILS

Consistent with Congressional intent, the Claims Office shall process payment in the amount of \$98,000,000 consistent with the most recent cost estimate for the water treatment facilities/systems. The Claims Office recognizes that additional funding may be required as final architecture, engineering, and design are completed and construction commences.

6. POINTS OF CONTACT

City of Las Vegas

Name: David Romero
 Title: Mayor
 Phone: (505) 454-1401
 Email: mayor@lasvegasnm.gov

Claims Office

Name: M Jay Mitchell
 Title: Director of Operations
 Phone: (505) 603-5379
 Email: m.mitchell@fema.dhs.gov

7. OTHER PROVISIONS

- A. Effective Date: This MOU will become effective on the date of the last signature.
- B. Amendments: The Parties may propose amendments to this MOU as needed. Proposed amendments must be in writing and forwarded to the other Party for consideration. Amendments to this MOU will become effective by mutual written consent of the Parties.
- C. Review: The Parties agree that this MOU will be reviewed periodically to evaluate its effectiveness and to make any necessary changes.
- D. Severability: Nothing in this MOU or any annex will be construed to conflict with current laws, regulations, or DHS directives. If a term of this MOU is inconsistent with such



FEMA

authority, that term will be invalid to the extent of the inconsistency. The remainder of that term and all other terms of this MOU will remain in effect.

- E. Disputes: The Parties will make best efforts to amicably resolve disputes that may arise under this agreement through discussions between them.
- F. Termination: The MOU will be terminated upon the completion of the capital projects. The duration of the agreement may not be extended by the parties, although the parties may enter into subsequent agreements to cover additional periods of time.

SIGNATURES:

City of Las Vegas Mayor

New Mexico Joint Recovery Office Director of Operations