

**MEMORANDUM OF UNDERSTANDING  
BETWEEN SANTA FE COUNTY  
AND THE INCORPORATED VILLAGE OF PECOS  
FOR E-911 RURAL ADDRESSING**

**THIS AGREEMENT** is entered on this 26<sup>th</sup> day of August 2009, (the "Agreement") by and between Santa Fe County, hereinafter referred to as the "County," and the Incorporated Village of Pecos, a government entity, hereinafter referred to as the "Village".

**WHEREAS**, the County and Village are entering into this Memorandum of Understanding for E-911 Rural Addressing;

**WHEREAS**, through this Memorandum of Understanding, the parties are in agreement that E-911 addressing is necessary within the Village and the County's E-911 Rural Addressing Division will assist the Village in establishing accurate E-911 Rural Addressing to fulfill the requirements of the State of New Mexico DFA Department and Spatial Data Research.

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. SCOPE OF WORK:**

**THE COUNTY AGREES:**

- To review the Village's maps to determine the style of addressing previously utilized and establish the existing addressing currently adopted;
- To determine whether or not existing rural addressing will require re-addressing based on Santa Fe County's current rural addressing policies and the policies required by the State of New Mexico DFA Department and Spatial Data Research;
- To review if any addressing needs to be corrected or if any addressing is lacking within the Village;
- To "field" verify the existing rural addressing and based on the results of the field work and map verification, the County will execute the correct addressing procedures;
- To collect data on every structure, driveway, and road and address utilizing GPS equipment;
- To add the Village data collected to the County's GIS database that will be treated as an incorporated boundary.
- To share all data collected with the Village;
- To maintain rural addressing with the Village upon completion of initial addressing;
- To supply the Village with hardcopy maps for address verification and reference.

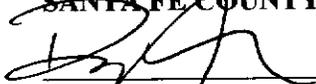
**THE VILLAGE AGREES:**

- To maintain a resident information database;

- To supply the County with the address numbers, poles, plaques and hardware necessary for addressing.
  - To notify the County of any new addresses granted within the Village.
2. **COMPENSATION:** In no event shall the total compensation paid under this Memorandum of Understanding exceed \$8,379.00 for FY 2010 and \$1,000.00 for each year thereafter. The County shall be compensated by the Village in accordance with "Appendix A-Cost Breakdown" and "IRS 2009 Standard Mileage Rates," attached hereto. Beginning September 1, 2010 the hourly rates specified in "Appendix A-Cost Breakdown" shall increase by three percent (3%) each year until this Agreement terminates September 30, 2013.
  3. **TERM:** This Memorandum of Agreement shall become effective on the date of execution and shall remain in effect until June 30, 2013, unless terminated by any party, pursuant to Article 3 below.
  4. **TERMINATION:** This Agreement may be terminated by any of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.
  5. **LIABILITY:** Each party shall remain solely liable for any act or omission of their representative, officers, agents or contractors, subject to any other wise available defense of limitation of liability. Nothing herein is intended to be a waiver of any constitutional, statutory, or common-law sovereign immunity. Any liabilities of the parties are subject to the terms of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.
  6. **AMENDMENT:** This Agreement shall not be altered, changed, or amended except by an instrument executed in writing signed by all parties.
  7. **SCOPE OF MEMORANDUM OF UNDERSTANDING:** This Memorandum of Understanding incorporates all the Agreements, covenants, and understanding between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understanding have been merged into this written agreement. No prior agreement, covenant or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
  8. **APPLICABLE LAW:** This Agreement shall be governed by the ordinances of the Village and County of Santa Fe and the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties set their hands:

**SANTA FE COUNTY:**

  
\_\_\_\_\_

Roman Abeyta,  
Santa Fe County Manager

**APPROVED AS TO LEGAL FORM:**

  
\_\_\_\_\_

Stephen C. Ross  
Santa Fe County Attorney

\_\_\_\_\_  
Date

**FINANCE DEPARTMENT APPROVAL:**

  
\_\_\_\_\_

Teresa Martinez  
Santa Fe County Finance Director

9/18/09  
Date

**INCORPORATED VILLAGE OF PECOS:**

  
\_\_\_\_\_  
(Signature)

**APPROVED AS TO LEGAL FORM:**

  
\_\_\_\_\_

Danelle Smith,  
Attorney for the Village of Pecos

8/26/09  
Date

**FINANCE DEPARTMENT APPROVAL:**

  
\_\_\_\_\_

(Signature)  
Village of Pecos Finance Director

9/18/09  
Date

**FEDERAL TAX I.D. NUMBER:** 850214642

# Appendix A – Cost Breakdown

Equipment		
GPS Tech	\$15.91 hour x 6 hrs	\$95.46 / day
GPS Tech	\$14.14 hour x 6 hrs	\$84.84 / day
GIS Tech	\$22.00 Hour x 2 hrs	\$44.00 / day
Vehicle x 2 – (19 gal tank @ 15 miles per gal on average) \$0.55 per mile for use of vehicle.	50 miles per day	\$55.00 / day
With a 3% Increase Yearly		
	<b>TOTAL</b>	<b>\$279.30 / day</b>
	<b>TOTAL</b>	<b>\$8379.00</b>

Based on a 30 working day agreement with the option to extend or end prior to the 30 working days if the work has been completed.

## **IRS Announces 2009 Standard Mileage Rates**

IR-2008-131, Nov. 24, 2008

WASHINGTON — The Internal Revenue Service today issued the 2009 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2009, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 55 cents per mile for business miles driven
- 24 cents per mile driven for medical or moving purposes
- 14 cents per mile driven in service of charitable organizations

The new rates for business, medical and moving purposes are slightly lower than rates for the second half of 2008 that were raised by a special adjustment mid-year in response to a spike in gasoline prices. The rate for charitable purposes is set by law and is unchanged from 2008.

The business mileage rate was 50.5 cents in the first half of 2008 and 58.5 cents in the second half. The medical and moving rate was 19 cents in the first half and 27 cents in the second half.

The mileage rates for 2009 reflect generally higher transportation costs compared to a year ago, but the rates also factor in the recent reversal of rising gasoline prices. While gasoline is a significant factor in the mileage rate, other fixed and variable costs, such as depreciation, enter the calculation.

The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs as determined by the same study. Independent contractor Runzheimer International conducted the study.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for any vehicle used for hire or for more than four vehicles used simultaneously.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

Revenue Procedure 2008-72 contains additional information on these standard mileage rates.