

**DOÑA ANA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center  
845 North Motel Boulevard  
Las Cruces, New Mexico 88007  
Telephone: (575) 647-7200  
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Doña Ana County Manager's Office

February 13, 2024

Initiating Department

Meeting Date

Fernando R. Macias, County Manager, Nelson Goodin, County Attorney

49

Contact Person

Agenda Item Number

**TITLE OF AGENDA ITEM TO BE CONSIDERED**  
**APPROVAL AND AMENDMENT OF THE JOINT POWERS AGREEMENT CAMINO REAL UTILITY AUTHORITY (CRRUA) BETWEEN THE CITY OF SUNLAND PARK AND DOÑA ANA COUNTY.**

**SUMMARY OF ITEM TO BE CONSIDERED**  
**INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED**

On June 27, 2023, the Board of County Commissioners approved amendments to the Joint Powers Agreement between Doña Ana County and the City of Sunland Park which created the Camino Real Regional Utility Authority. On January 23, the City of Sunland Park made changes to the agreement that had been approved by the BOCC thereby requiring approval of the Amended JPA with the changes made by Sunland Park.

**DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED**

Executive Summary  
Amended JPA

**SUMMARY OF FINANCIAL IMPACT**

**ADMINISTRATIVE REVIEW AND APPROVAL**

Amanda Gomez, Executive Administrative Assistant	Created/Initiated - 2/1/2024
Nelson Goodin, County Attorney	Approved - 2/6/2024
Fernando R. Macias, County Manager	Final Approval - 2/6/2024

**DOCUMENT CONTROL**

<b>For Signature:</b> No	<b>For Recording:</b> No	<b>Deadline for Return:</b>
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## EXECUTIVE SUMMARY

*Approval and Amendment of the Joint Powers Agreement Camino Real Utility Authority (CRRUA) between the City of Sunland Park and Doña Ana County.*

On June 27, 2023, the Board of County Commissioners approved amendments to the Joint Powers Agreement between Doña Ana County and the City of Sunland Park which created the Camino Real Regional Utility Authority. On January 23, the City of Sunland Park made changes to the agreement that had been approved by the BOCC thereby requiring approval of the Amended JPA with the changes made by Sunland Park.

Sunland Park made the following changes to JPA approved by the BOCC on June 27, 2023.

1. Changed date in first paragraph from 2023 to 2024.

This is an appropriate change.

2. Section 4. Added “Joint” before “authority” in and used abbreviation “W/WW” before “service area” and added “W/WW Service” between designated and area.

These changes clarifying and don’t make any significant difference to what was approved by the BOCC

3. Section 5.A Board Membership (City Membership) Changes the membership of city appointees to include a member of the governing body. The county approved version had two representatives from the community. The city-approved version replaces one of the community representatives with the member of the governing body.

4. Section 5.A Board Membership (City Membership) Changes the membership of county appointees to include a member of BOCC. The county approved version had two representatives from the community. The city-approved version replaces one of the community representatives with the member of the governing body.

5. Section 8.B Use and Disposition of Revenues Changes reference to Section 15 to Section 13.

This is appropriate as it corrects an error in numbering due to removing certain sections from the original JPA.

6. Section 14 Duration. Duration continues to be perpetual but allows for termination in accordance with Section 15 (as revised) in addition to if there were to be enabling legislation.

7. Section 15 Termination. Changes termination from being only “for the mutual benefit of the parties,” to allowing termination “upon four years’ notice.

A question was brought up about whether this change in termination would affect the ability of CRRUA to obtain certain loans or issue certain bonds because the

ability to terminate the JPA could cause some lenders concern about issuing any kind of loan for more than four years due to uncertainty of the continued existence of the JPA. I contacted our bond counsel and he confirmed that it could cause some concerns depending on the type of financing being sought and the lender involved. He stated that any type of a termination clause, including the one contained in the version approved by the BOCC (“for mutual benefit of the parties”) could cause similar concerns by lenders.

**FIRST AMENDED JOINT POWERS AGREEMENT FOR A JOINT WATER AND WASTEWATER OPERATING AUTHORITY BETWEEN THE CITY OF SUNLAND PARK AND THE COUNTY OF DONA ANA, NEW MEXICO**

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This Amended Joint Powers Agreement ("JPA") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Sunland Park, New Mexico ("City") and the County of Doña Ana, New Mexico ("County"). Individually, the City and County may be referred to as "Party" or collectively as "Parties" to this JPA.

**WHEREAS**, on Tuesday, February 24, 2009, the City and County entered into a JPA for the purpose of combining all of the City water and wastewater facilities and operations with certain defined County water and wastewater facilities and operations and for the purpose of designating subdivision, zoning, planning and platting jurisdiction within a certain designated interim service area (hereinafter referred to as "Interim JPA"); and

**WHEREAS**, conditions and goals of the parties have changed since 2009 and the parties seek to clarify their mutual goals and objectives with this First Amended JPA; and

**WHEREAS**, the City is authorized by §3-26-1 et seq. and §3-27-1 et sq. NMSA 1978, to own and operate sewer and water utilities and to sell sewer and water utility service; and

**WHEREAS**, the County is authorized by §4-36-10 NMSA 1978 to own and operate sewer and water utilities and to sell sewer and water utility services; and

**WHEREAS**, the City and the County are authorized by §3-19-1 et seq., §3-20-1 et seq., §3-21-1 et seq. and §47-6-1 et seq. NMSA 1978 to adopt and administer subdivision, zoning, planning and platting rules regulations governing the use and methods of use of land within their respective jurisdictions; and

**WHEREAS**, the City and County desire to discontinue the joint development review using CRRUA and resume the provision of separate subdivision, zoning, planning and platting rules and regulations governing the use and methods of use of land within their respective jurisdictions; and

**WHEREAS**, the parties agree they will utilize separate but essentially equal development codes and standards to regulate proposed development activities within their respective jurisdictions; and

**WHEREAS**, the City and the County are public agencies and are authorized by the Joint Powers Agreements Act, §11-1-1 through §11-1-7 NMSA 1978, to enter into this agreement; and

**WHEREAS**, pursuant to the Joint Powers Agreements Act, §11-1-1 through §11-1-7 NMSA 1978, the City and the County desire and intend to enter into this JPA to exercise their common power, as cited above, to create an independent entity to own and operate sewer and water utilities, to sell sewer and water utility service; and

**WHEREAS**, the City and the County agree that the integration of said water and wastewater facilities and operations would give rise to economies of scale in the acquisition, construction and operation of water and wastewater facilities resulting in a higher level of service to all customers and long-term residential and commercial growth potential both inside the affected service area, and for the entire state of New Mexico; and

**WHEREAS**, the City and the County further agree that the establishment of an independent joint authority for the purpose of the regulation of subdivision, zoning, planning and platting within the previously defined service area did not achieve the economies of scale or efficiencies in administration and application of development oversight under this JPA; and

**WHEREAS**, it is the Parties' intent to execute this Amended JPA for the purpose of implementing the above cited provisions.

**IT IS AGREED** between the City and County as follows:

**Section 1. Official Name of the Joint Authority**

The official name of the Independent Joint Authority created by this JPA shall be the "Camino Real Regional Utility Authority."

**Section 2. Definitions**

- A. City: The City of Sunland Park, New Mexico
- B. County: The County of Doña Ana, New Mexico
- C. Joint Authority: The independent governing body and agency created, established and empowered by this JPA to: Operate all the City water and wastewater facilities and certain County water and wastewater facilities within a certain service area as depicted on map Exhibit "A" hereto and more particularly defined immediately as the Water and Wastewater Service Area and to undertake all things necessary to protect, preserve, and carry out the public purposes set out in this Amended JPA.

- D. JPA: This Amended JPA executed by the City and the County creating, establishing, and empowering an independent joint authority for the purpose of operation of all of the City water and wastewater facilities and certain County water and wastewater facilities within a certain defined service area as depicted on map Exhibit "A" attached hereto and more particularly defined immediately below as the Water and Wastewater Service Area.
- E. Water and Wastewater Service Area ("W/WW Service Area"): The service area that includes the area within the City limits and a certain area within the unincorporated territory of Southern Doña Ana County, as depicted on map Exhibit "A" attached hereto.

### **Section 3. Purpose**

The purpose of this Joint Powers Agreement is to create, establish and empower an independent Water and Wastewater Utility Authority to provide municipal water and wastewater utility services to present and future development within a designated service area that encompasses the City of Sunland Park and a certain area within the unincorporated territory of Southern Doña Ana County, as depicted on map Exhibit "A" attached hereto.

### **Section 4 Powers of the Authority**

The Joint Authority is the administering agency authorized to exercise all powers common to each of the parties in the designated W/WW Service Area with respect to water and wastewater systems and facilities, and with respect to subdivision, zoning, planning and platting jurisdiction in the designated W/WW Service Area including but not limited to the following:

- A. To make and enter into contracts;
- B. To apply for and accept grants and contributions;
- C. To annually coordinate, conduct public meetings, prioritize, and appropriately align capital improvements with both the City and County, in accordance with the Infrastructure Capital Improvement Plan (ICIP) guidelines set forth by the State;
- D. To employ or contract for the services of employees, consultants, professionals and such other persons or entities as it deems necessary, including but not necessarily limited to contract operators for all or any portion of the Joint Authority's water and wastewater facilities under such terms and conditions as may be established by the Joint Authority board in the agreements relating to such contract operators;

- E. To make plans and conduct studies;
- F. To adopt, implement and enforce all policy and procedure necessary for the accomplishment of its purpose herein;
- G. To acquire, construct, operate and maintain buildings, improvements, and water and wastewater facilities;
- H. To acquire and dispose of equipment;
- I. To acquire and dispose of real property;
- J. To condemn property for the purpose of accomplishing its public purposes set out in the JPA with respect to water and wastewater operations.
- K. To sue and be sued in its own name;
- L. To incur debts sufficient to maintain its operations subject to the limitations of this JPA;
- M. To recommend reasonable rates which are at least sufficient to pay all operation, maintenance and administrative expenses, financial and operational reserve funding, debt service coverage requirements and all other costs and expenses necessarily incurred by the Joint Authority. The Joint Authority board shall recommend all rate changes to the City Council of Sunland Park and the Board of County Commissioners of Doña Ana County for final approval. Rates will only be changed if approved by both parties to this JPA;
- N. To bill and collect fees and other charges based on usage and the rates set by the Joint Authority for connection to and use of the water and wastewater facilities;
- O. To impose conditions on the use of its facilities;
- P. To adopt resolutions and ordinances necessary to carry out the purposes of this JPA;
- Q. To issue revenue bonds and to pledge the net revenues from the operation of the Joint Authority's water and wastewater systems to the payment of the revenue bonds;
- R. To adopt a budget annually;

- S. Consistent with the New Mexico Tort Claims Act, to indemnify, hold harmless, and defend the City and the County from any claim for personal injury or property damage resulting from the willful acts or negligence of the Joint Authority, any of its agents, employees, servants, representatives, officers and directors under this JPA. However, such indemnification shall be paid solely from a fund created from the water and wastewater revenues generated by the Joint Authority's utility operations with no indemnification to be sought from or paid from the Joint Authority's general treasury;
- T. To obtain necessary public liability and property insurance coverage;
- U. To undertake the planning, development, and implementation of a forty (40) year water plan to acquire and hold unused water rights pursuant to such plan and exercise such other powers granted by NMSA 1978, §72-1-9 (2008) or as amended;
- V. To form a Special Water Users' Association pursuant to Articles 72 and 73 NMSA; and
- W. To perform any other lawful power or action reasonably necessary to execute the foregoing express powers;

**Section 5 Board Membership. The Parties agree that the Joint Authority shall be governed by an appointed board composed of Seven members as follows:**

- A. Four (4) members to be appointed by the City of Sunland Park. Two (2) of the appointed individuals will be staff members with technical and subject matter expertise. One of the appointed individuals will be a member of the Governing Body, while the other appointed individual will be an independent representative from the community who has an interest in public utility oversight and possess related technical background. The independent representative shall be non-City/County employees. These appointees will serve staggered four-year terms with the ability of the Governing Body to reappoint board members for two additional four-year terms or replace the board member at the end of their respective terms. The initial appointment of board members will include two four-year term appointments representing the Governing Body and City Staff Members and two two-year term appointments, representing City Staff and an independent representative from the community to establish the staggered terms..



- B. Three (3) members to be appointed by Doña Ana County. One (1) of the appointed individuals will be a staff member with technical and subject matter expertise. One (1) of the appointed individuals will be a member of the Board of County Commissioners (BOCC), while the other appointed individual will be an independent representative from the community who has an interest in public utility oversight and possess related technical background. The independent representatives shall be non-City/County employees. The appointees will serve staggered four-year terms with the ability of the BOCC to reappoint board members for two additional four-year terms or replace the board member at the end of their respective terms. The initial appointment of board members will include two four-year term appointments representing the BOCC and City Staff Members and one two-year term appointment, representing an independent representative from the community to establish the staggered terms.
  
- C. There will be no residency or joint utility customer requirements for any appointed board member. All board members will be selected and appointed based on their knowledge of public utility operations, engineering, or business management.
  
- D. Vacancies that occur during the term of a given member shall be filled in the same manner as the original appointments, set forth above, for the purpose of serving-out the unexpired term of the departing Board member.

**Section 6. Water/Wastewater Utilities Integration and Asset Transfers.**

The County and the City have integrated their separate water rights, water and wastewater systems located within the W/WW Service Area, into one utility by conveying their water and wastewater facilities, other water and wastewater assets, improvements, and property real and personal, tangible and intangible, including all records related thereto, to the Joint Authority without cost. This amended JPA does not change or deviate with the combined assets and previously established ownership.

**Section 7. Operation and Maintenance of Water/Wastewater Systems**

The Joint Authority shall provide for the operation and maintenance of its water and wastewater systems by certified operators. At the discretion of the Joint Authority, operation and maintenance may be done "in-house" by staff employed by the Joint Authority or by contract with another government entity or entities or by contact with a private operator or operators. Any contract with a private operator or operators shall be

entered into pursuant to and consistent with the New Mexico State Procurement Code and Regulations.

## **Section 8. Use and Disposition of Water/Wastewater Utility Revenues**

Income derived from the operation of the Joint Authority water and wastewater utility shall be used in the following priority:

- A. To maintain the Joint Authority water and wastewater utility in good repair and to pay legitimate expenses of operation;
- B. To pay principal and interest on revenue bonds assumed or issued by the Joint Authority for the purpose of acquiring, repairing, improving, or enlarging the Joint Authority water and wastewater utility, which expenses include but are not limited to those debt obligations set forth in Section 13;
- C. To create a sinking fund for future capital expenses and a reasonable reserve fund to make payments on the indebtedness of the Joint Authority as required by the ordinance(s) authorizing the revenue bonds and the law governing their issuance;
- D. To pay the cost of improving and extending the Joint Authority water and wastewater utility and the redemption of revenue bonds prior to their maturity if permitted by the ordinance(s) authorizing their issuance;
- E. Any other purposes determined by the Joint Authority Board as reasonably necessary for operations; and
- F. Any surplus revenues not expended pursuant to provisions 8A through E above shall remain in a Joint Authority's utility fund for future water and wastewater utility expansions or other water and wastewater utility uses.

## **Section 9. Financial Operations**

- A. The Joint Authority shall be responsible for all financial operations of the Joint Authority's water and wastewater operations, including but not limited to providing strict accountability of all receipts and disbursements, establishing a uniform system of accounts, paying all bond payments and other obligations and expenses, investing operating and excess funds not required for current operations, and maintaining financial in accordance with generally accepted accounting principles ("GAAP").
- B. The Joint Authority may employ an Executive Director to serve as liaison between the Joint Authority and the general management for the water and

wastewater utility sector, whether such general management be employees of the Joint Authority or other persons or contracted entities to perform those functions.

- C. The Joint Authority may employ any additional staff or contract for services by consultants, professionals or such other persons or entities it deems necessary to accomplish the Joint Authority's purposes. Any contract with a private party, including but not limited to consultants and professionals, shall be entered into pursuant to and consistent with the New Mexico State Procurement Code and Regulations.

## **Section 10. Reports**

- A. The Joint Authority shall prepare and submit unaudited quarterly, and audited annual financial reports, including but not limited to a profit & loss statement, balance sheet, and statement of cash flows, to the City and the County. The financial shall be prepared in accordance with generally accepted accounting principles ("GAAP").
- B. The Joint Authority shall prepare and submit to the City and the County quarterly and annual status reports on the Joint Authority's major projects, both planned and in progress, including cost projections.
- C. The Joint Authority shall prepare and submit to the City and the County quarterly and annual reports showing receipts, expenditures and balances for each account or fund associated with any bond issuance.

## **Section 11. Dispute Resolution**

In an effort to resolve any disputes that may arise after the execution of this JPA, the parties agree to negotiate all disputes between them in good faith for a period of sixty (60) days from the date of notice prior to submission of this matter to mediation unless compliance with this provision may result in barring the aggrieved party from pursuing this matter through litigation because of the lapse of any applicable statute of limitations. The parties agree that if the dispute(s) between them cannot be through negotiation, this matter shall be submitted to mediation with a mutually agreed mediator, unless compliance with this provision may result in barring the aggrieved party from pursuing this matter through litigation because of the lapse of any applicable statute of limitations. If the Parties cannot agree on a mutually acceptable mediator, either party may submit this matter to a court of competent jurisdiction for appointment by the court of a mediators

Only if mediation fails, may a party file a court action. Failure to achieve a settlement of the issues by mediation is a prerequisite to the filing of any court action to litigate the issues in dispute.

## **Section 12. Annexation**

The Parties expressly agree that nothing in this JPA will impair, impact, or diminish the City's power or ability to annex territory outside of its present City limits and under the jurisdiction of this Joint Authority. If such annexation occurs, the Parties expressly agree that the City will have exclusive authority to administer all subdivision, zoning, planning and applicable City resolutions and ordinances. The intent of the Parties is for the City to maintain exclusive jurisdiction of all subdivision, zoning, planning and platting within its City limits, which may be extended from time to time through annexation. However, such annexations shall not impact or otherwise redefine the Joint Authority's power to administer water and wastewater operations within the W/WW Service Area as established by this JPA; nor shall any such annexation impact the right and authority of the County to apply its own subdivision, zoning, planning and platting ordinances to the development of the County's Santa Teresa Airport property.

## **Section 13. Assumption of Debts and Other Obligations**

The Joint Authority shall continue to assume and covenant to pay the debts and other liabilities of the County and City that were connected with or related to their ownership and operation of their respective water and wastewater systems prior to, and at the time of, the conveyance of those systems, and only as to those systems, infrastructure, and facilities conveyed, to the Joint Authority. In addition, the Joint Authority shall assume the water and wastewater service obligations of the County and the City to its customers undertaken by contract or by other commitment.

The Joint Authority shall indemnify, hold harmless and defend the County and the City as to those debts, other liabilities and obligations so-assumed.

## **Section 14. Duration**

The term of this JPA shall be continuous and perpetual from the date this JPA is approved by the New Mexico Department of Finance and Administration. The Parties agree, however, that nothing in this JPA shall prohibit, at any time, the termination of the JPA as provided in Section 15 or in favor of enabling legislation granting the Joint Authority legislative powers and duties necessary to carry out its public purpose which shall include exemption from the New Mexico Public Utilities Act.

## **Section 15. Termination, Division and Distribution**

The Parties expressly agree that this JPA may be terminated by either Party only upon four years' notice. In the event of a notice of termination is given or that termination happens for other reason beyond the control of the Parties, the Parties shall meet and confer to negotiate and mutually agree upon (i) a successor governmental entity to carry on the activities of and assume the obligations of the Joint Authority; or (ii) the division and distribution as between them of the property, surplus, debts (if any) and other obligations of the Joint Authority to include the division of the Joint Authority water and wastewater service territory and obligations for service in that territory.

## **Section 16. Severability, Headings, Entire Agreement**

- A. If any section, paragraph, sentence, clause, or phrase of this JPA is for any reason held to be illegal, unconstitutional, invalid, or unenforceable by a court or agency of competent jurisdiction, said provision shall be considered a separate, distinct, and independent part of this JPA and removed, and such decision shall not affect the validity of the remaining provisions of this JPA.
- B. The headings of the sections of this JPA are inserted only for convenience or reference and are not intended to be construed to modify, define, limit, or expand the intent of the Parties.
- C. This JPA represents the entire agreement and understanding between the Parties.
- D. The Parties acknowledge that this JPA has been jointly drafted by the City and the County.

## **Section 17. Liability and Indemnification**

- A. No party to this Agreement 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 the immunities and limitations of the New Mexico Tort Claims Act. Each party shall be solely responsible for fiscal or other sanctions, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. Each party shall be liable for its acts of failure to act in accordance with this

Agreement subject to immunities and limitations of the New Mexico Tort Claims Act.

- B. Consistent with the New Mexico Tort Claims Act, the Joint Authority will indemnify, hold harmless and defend the City and the County from any claim for personal injury or property damage resulting from the willful acts or negligence of the Joint Authority, any of its agents, employees, servants, representatives, officers and directors under this JPA. Such indemnification shall be paid solely from a Joint Authority special fund created from the water and wastewater revenues generated by the utility operations with no indemnification to be sought from or paid from the Joint Authority's general treasury.

**Section 18. Compliance with Law**

The Joint Authority shall operate the joint water and wastewater utility in accordance with applicable local, state, and federal laws and regulations.

**Section 19. Amendments**

The Parties acknowledge and agree that this JPA may be amended in writing upon approval of the governing bodies of each Party, and any such amendments shall not become effective until signed by the Parties.

**Section 20. Post Formation**

Should it become necessary, after the Joint Authority is formed and operational, for the Parties to take further action or sign additional documents to effectuate the agreements reached as reflected in this JPA, the parties agree to act in good faith and use due diligence to take such action or sign such documents.

**Section 21. Water and Wastewater Ordinances**

The water and wastewater ordinances adopted by CRRUA shall remain in full force and effect. The authority may adopt amendments to its water and wastewater regulations as the board sees necessary to properly operate and provide for the water and wastewater services within the service area.

**Section 22. Public Regulation Commission**

The County and the City's Water and Wastewater Utilities are excluded from New Mexico Public Regulation Commission jurisdiction or oversight under §62-3-3(E) NMSA unless the County or City elects to come under such jurisdiction. As an integrated County and City Utility, the Joint

Authority water and wastewater utility will be similarly excluded. At no time during the term of this JPA is the Joint Authority to elect to come under New Mexico Public Regulation Commission without an amendment to this JPA permitting such an election to be made, duly executed by the County and City governing bodies.

**Section 23. Assistance with Control and Operation**

The Joint Authority may be in need of ongoing operational and administrative assistance from the County or the City. An updated agreement for the county to provide the Joint Authority with financial and administrative services will be executed concurrently with the approval of this amended JPA. The Joint Authority will have the right to secure the services outlined in this service agreement from other and best sources as determined by the Joint Authority Board of Directors.

**Section 24. Governing Laws**

This JPA shall be governed by the laws of the State of New Mexico and venue for any litigation concerning this JPA shall be in Doña Ana County.

**Section 25. Effective Date**

This Amended JPA shall become effective upon the latter date of the satisfaction of the Section 26 GRT pledge extinguishment and the receipt of the necessary approvals of its terms and conditions and proposed transfers by the New Mexico Department of Finance.

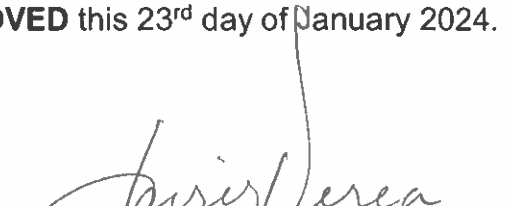
**IN WITNESS WHEREOF**, each Party has executed this JPA on the date noted below:

**CITY OF SUNLAND PARK NEW MEXICO**

**PASSED, ADOPTED AND APPROVED** this 23<sup>rd</sup> day of January 2024.

ATTEST BY:

  
Daniel Carranco, City Clerk

  
Javier Perea, Mayor

SEAL



Roll Call Vote:

Councilor Mili Sandoval	AYE
Councilor Daisy Lira	AYE
Councilor Jesus Soto	AYE
Councilor Alberto Jaramillo	AYE
Councilor Maria Burciaga	AYE

**BOARD OF COUNTY COMMISSIONERS OF DONA ANA COUNTY, NEW MEXICO**

Approved on \_\_\_\_\_, 2024

\_\_\_\_\_  
Christopher Schaljo-Hernandez, District 1, Chair      For/Against

\_\_\_\_\_  
Diana Murillo, District 2, Vice Chair      For/Against

\_\_\_\_\_  
Shannon Reynolds, District 3      For/Against

\_\_\_\_\_  
Susana Chaparro, District 4      For/Against

\_\_\_\_\_  
Manuel A. Sanchez, District 5      For/Against

**ATTEST:**

\_\_\_\_\_

**Amanda López Askin,  
Ph.D. County Clerk**



**APPROVED BY:**

**NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Debbie Romero, Cabinet Secretary**