

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE and ADMINISTRATION (DFA)  
JOINT POWERS AGREEMENT (JPA) BRIEF

DFA Office of the Secretary  
Bataan Memorial Bldg., Suite 180  
Santa Fe, New Mexico 87501  
(505) 827-4985

Agencies must complete and transmit this form along with all backup documentation to the DFA.

PRIMARY PARTY: County of Dona Ana, New Mexico

SECONDARY PARTY: City of Sunland Park, New Mexico

OTHER PARTY: \_\_\_\_\_

CONTACT NAME: Nelson Goodin, Deputy County Attorney PHONE: (575) 647-7225

CONTACT ADDRESS: 845 N. Motel Blvd., Suite 2-149, Box #17, Las Cruces, NM 88007

DOCUMENTS ENCLOSED:

AMOUNT:

<input checked="" type="checkbox"/>	JPA	Federal Funds	\$ _____
<input type="checkbox"/>	JPA Amendment	General Fund	\$ _____
<input type="checkbox"/>	Purchase Document	Other State Funds	\$ _____
<input type="checkbox"/>	Written Justification	Local Gov. Funds	\$ _____
<input type="checkbox"/>	Other _____	TOTAL	\$ _____

Purpose: This Joint Powers Agreement designates Dona Ana County as the exclusive agency to regulate and administer the planning, platting, zoning and subdivision of land beyond the City's boundaries and within the Sunland Park Extra-Territorial Zone with the County applying the Dona Ana County Unified Development Code ("UDC") (Code of Dona Ana County Chapter 350) adopted on December 13, 2016 and as subsequently amended.

Term: The date the JPA is approved by the Mexico Department of Finance and Administration. From: Indefinite; this JPA shall terminate upon the written agreement of the parties or upon 180 days written notice by one party to the other party.

FOR AN AMENDMENT, LIST THE ORIGINAL JPA EXPIRATION DATE: N/A

Statutory requirements- Agencies must check each blank CERTIFYING to DFA that the JPA

<u>X</u>	jointly exercises a power common to the parties ( <i>Transferring funds from one agency to another does not constitute the joint exercise of power.</i> );
<u>X</u>	clearly specifies its purpose;
<u>X</u>	establishes the method by which its purpose will be accomplished;
<u>X</u>	establishes the manner in which the joint power will exercised;
<u>X</u>	provides for strict accountability of all receipts and disbursement;
<u>X</u>	addresses disposition, division, distribution and ownership of any property acquired as the result of the joint exercise of power; and
<u>X</u>	specifies that any surplus money shall be returned in proportion to the contributions made.

Other Requirements – Agencies must enter Y (Yes), N (No), or N/A (Not Applicable) to each of the following:

<u>Y</u>	Is one original and at least two copies of the JPA or amendment attached? ( <i>DFA will forward copies to the contact.</i> )
<u>Y</u>	Does the JPA or amendment have original signatures executed by authorized officers, employees or other representatives empowered to bind their respective entities?
<u>Y</u>	Are all exhibits referred to in the JPA attached?
<u>N/A</u>	Does the JPA provide for the expenditure or transfer of public funds by a state agency? ( <i>All public money must be budgeted.</i> )
<u>N/A</u>	Does the JPA provide for the transfer of local, state or federal funds to a state agency? If the answer is yes, cite or attach the legislative authority permitting the receiving state agency to increase its budget from such a transfer.
<u>N/A</u>	If the JPA or amendment start date is prior to the date submitted to DFA or, if the original JPA has expired, is a justification letter requesting retroactive approval attached? ( <i>A detailed, letter explaining the circumstances must be signed by the agency head of one of the parties.</i> )
<u>Y</u>	Has the JPA or amendment been reviewed by legal counsel? If yes, state Who: <u>Nelson Goodin, County Attorney</u>

Agency Head Signature

*Gerardo P. Macias*

Title

*County Manager*

**JOINT POWERS AGREEMENT BETWEEN**

**THE CITY OF SUNLAND PARK  
AND  
THE COUNTY OF DOÑA ANA**

**FOR THE REGULATION AND ADMINISTRATION OF LAND  
USE IN THE SUNLAND PARK EXTRA-TERRITORIAL ZONE**

**THIS JOINT POWERS AGREEMENT** ("JPA") is entered into on the date of last signature, below, by and between the City of Sunland Park ("City"), New Mexico, a New Mexico municipal corporation and the County of Doña Ana, New Mexico ("County"), a political subdivision of the State of New Mexico. Individually, the City and County may be referred to as a "Party" or collectively as the "Parties" to this Joint Powers Agreement ("JPA").

**WHEREAS**, the Parties adopted a Joint Powers Agreement for a Joint Water and Wastewater Operating Authority and Joint Subdivision, Zoning, Planning and Platting Authority Between the City of Sunland Park and County of Doña Ana (known as the "Camino Real Regional Utility Authority") pertaining to the City of Sunland Park Extraterritorial Zone ("ETZ") and Doña Ana County within the service area which was entered into on or about March 11, 2009 as a means of jointly exercising the Parties' common power and concurrent planning, platting, zoning, and subdivision authority and jurisdiction in the ETZ.

**WHEREAS**, the Parties intend to amend the existing Joint Powers Agreement and abolish both the joint Extraterritorial Zoning Authority and the Joint Extraterritorial Zoning Commission established thereunder, and implement a new process for administering land use within the ETZ; and

**WHEREAS**, the City has the authority to regulate planning, platting, zoning and subdivisions of land in the ETZ pursuant to Articles 19, 20 and 21 of Chapter 3 of New Mexico Statutes Annotated 1978, including but not limited to §3-19-5, §3-20-5, §3-20-6, §3-20-7, §3-20-9 §3-21-1, §3-21-2, and §3-21-3.3; and

**WHEREAS**, the County has the authority to regulate planning, platting, zoning and subdivisions of land in the ETZ pursuant to Articles 19, 20, and 21 of Chapter 3 and Article 6 of Chapter 47 of New Mexico Statutes Annotated 1978, including but not limited to §3-19-5, §3-20-5, §3-20-6, §3-20-7, §3-20-9, §3-21-1, §3-21-2, §3-21-3.3, and §47-6-9; and

**WHEREAS**, the Parties now intend to reorganize the exercise of their common powers and their joint administration of land use in the Sunland Park ETZ by designating the County as the agency to administer and execute this agreement in the exercise of the common power of the Parties and to regulate and administer the planning, platting, zoning and subdivision of land beyond the City's boundaries; and

**WHEREAS**, the parties are public agencies and are authorized by the provisions of §11-1-1 *et seq.* NMSA 1978 (Joint Powers Agreements Act) and §3-21-3.3 NMSA 1978 (Extraterritorial Zoning Jurisdiction; concurrent authority for certain counties) to enter into this JPA;

**NOW THEREFORE**, the City and County hereby agree-as follows:

- 1. Termination of existing joint powers agreement** -- The portion of the Joint Powers Agreement pertaining to the ETZ and pertaining to Subdivision, Zoning, Planning and Platting Zone ("SZPP Service Area") adopted on or about March 11, 2009, was removed from the Joint Powers Agreement as amended on 2/13/2024 is therefore terminated.
- 2. Abolishment of exiting administering agency** -- The joint Municipal-County Zoning Authority and the Joint Extraterritorial Zoning Commission established by the March 11, 2009 Joint Powers Agreement, was removed from the Joint Powers Agreement though its amendment on 2/13/2024 and is therefore abolished. The common powers underlying the adoption, administration and enforcement of the provisions of all ordinances, rules and regulations of those bodies concerning the planning, platting, zoning and subdivision of land shall henceforth be exercised exclusively under this JPA and the Doña Ana County Unified Development Code ("UDC") (Code of Doña Ana County Chapter 350) adopted on December 13, 2016 and as subsequently amended.
- 3. Common power of the parties** -- The common powers of the Parties to this agreement consists of the authority and jurisdiction of the City to regulate and administer the planning, platting, zoning and subdivision of land beyond its boundaries and the corresponding, concurrent authority and jurisdiction of the County over such land within the area described in Articles 19, 20, and 21 of Chapter 3 and Article 6 of Chapter 47 of New Mexico Statutes Annotated 1978, including but not limited to §3-19-5, §3-20-5, §3-20-6, §3-20-7, §3-20-9, §3-21-1, §3-21-2, §3-21-3.3, and §47-6-9.
- 4. Purpose**---The purpose of this JPA is to consolidate regulatory, administrative, and approval functions under the aforementioned concurrent authority and jurisdiction into one governmental agency.
- 5. Method of accomplishing purpose** -- The regulation and administration of the planning, platting, zoning and subdivision of land beyond the City's boundaries shall be performed and accomplished by the County. Pursuant to NMSA 1978 §11-1-5A, the County is hereby designated as the agency to administer and execute this agreement in the exercise of the common power of the parties.
- 6. Manner in which the joint power will be exercised** --The County has adopted by ordinance a Unified Development Code ("UDC") (Code of Doña Ana County, Chapter 350) that applies to unincorporated areas of the County where land use is not otherwise regulated by an extraterritorial authority established by agreement between the County and a municipality

within geographic boundaries of the County. The UDC shall contain rules and regulations pertaining to all aspects of the planning, platting, zoning and subdivision of land including but not limited to allowable and prohibited uses of land, design and construction standards, application procedures, reviewing agencies, designation of decision-making and approval authority at different levels depending on the type of land use application submitted, and procedures for the appeal of such decisions.

**7. Reviewing agency** -- The City shall be included as a reviewing agency for land use applications, including but not limited to comprehensive plans, neighborhood plans, utility street plans, concerning land within its extra-territorial jurisdiction.

**8. Receipts and disbursements** -- The County's role as the designated administering agency for the exercise of the common power of the Parties shall be without compensation from the City. The County shall charge various administration, application, and permit fees to applicants and other parties in the routine course of business the same as those charges are assessed in the County's administration of land use beyond the Sunland Park extraterritorial zone.

**9. Disposition, division, distribution and ownership of property** -- Because of the nature of the common power to be exercised as a result of this JPA, the parties do not anticipate any real property or tangible personal property will be acquired, transferred between them, or disposed of in connection with the joint exercise of the common power. Should the County acquire any property of any kind in its role as the designated administering agency under this JPA, such property shall be and remain the property of the County. Each Party shall retain its own files and records created by that Party pursuant to its own records retention policies.

**10. Surplus money** -- Because of the nature of the common power to be exercised as a result of this JPA, the parties do not anticipate any surplus money will be acquired, transferred between them, or disposed of in connection with the joint exercise of the common power. Any administrative fees the County collects in its role as the designated administering agency under this JPA shall be the property of the County.

**11. Liability** -- Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this JPA. Any liability incurred in connection with this JPA is subject to the immunities and limitation of the New Mexico Tort Claims Act.

**12. Employment relationship** -- Nothing in this JPA is intended, or should be construed in any way, to create or establish an employment relationship between a Party and the employees and officers of the other Party for any purpose or any manner whatsoever.

**13. Third Party Beneficiary** -- It is agreed between the Parties executing this JPA that it is not intended by any of the provisions of the Agreement to create on behalf of the public or any member thereof the status of third-party beneficiary or to authorize anyone not a party to this JPA to maintain a suit based upon this agreement.

**14. Amendment** -- This JPA shall not be altered, changed, or amended except by instrument in writing executed by the parties and approved by the Department of Finance and Administration.

15. Governing Law -- This JPA shall be governed by the laws of the State of New Mexico.

16. **Effective date and Term** -- This agreement shall become effective as of the date of approval by the Department of Finance and Administration. This JPA shall terminate upon the written agreement of the Parties, or upon 180 days written notice by one party to the other party.

**IN WITNESS WHEREOF**, the Parties have executed this Joint Powers Agreement which becomes effective upon the approval of the Department of Finance and Administration and after the conditions described in paragraph 16 (Effective date and Term) above.

Doña Ana County

City of Sunland Park

Serrano R. M. M. M. M.  
County Manager

Javier Serna  
Mayor

4/15/24  
Date

4/15/24  
Date



ATTEST:  
[Signature]  
County Clerk

ATTEST:  
[Signature]  
City Clerk

APPROVED:

**Department of Finance and Administration**

DocuSigned by:  
Way Punt  
6EB4D958A89A432  
Cabinet Secretary

4/18/2024  
Date