

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SANTA FE COUNTY HOUSING AUTHORITY
AND
THE TURQUOISE TRAIL RESIDENT ADVISORY BOARD,
THE JACOB D. MARTINEZ RESIDENT ADVISORY BOARD, AND
THE VALLE DE ESPERANZA RESIDENT ADVISORY BOARD**

This Memorandum of Understanding (MOU) is between the Santa Fe County Housing Authority (“SFCHA”) and the Turquoise Trail Resident Advisory Board, the Jacob D. Martinez Resident Advisory Board, and the Valle de Esperanza Resident Advisory Board (collectively the “Resident Advisory Boards”).

RECITALS

WHEREAS, the purpose of this MOU is to further define policy and procedures supporting the resident participation funding provided by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the SFCHA has agreed to maintain the FY 2026 stipend available to executive Resident Advisory Board members at \$25.00 per month per meeting for FY 2027, subject to the availability of appropriations.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

A. Goals and Objectives:

Resident Advisory Boards’ participation funding is provided by HUD and used to support interaction between the SFCHA and residents of SFCHA public housing. HUD funds must be used to inform, acquaint, advise, promote, train, or update residents concerning issues and operation that affect resident households and their living environment.

B. Scope of Work

I. Resident Advisory Board responsibilities are:

1. Hold a Resident Advisory Board meeting at least once a month.
2. Submit funding requests for eligible resident participation activities under the Resident Participation Fund Policy and Agreement. Requests must be in writing and signed by the Resident Advisory Board President and Treasurer. Requests must list the proposed purchases or services and, if applicable, provide written bids and otherwise comply with the Procurement Code.
3. With the approval of the SFCHA or Housing Manager, expend Resident Participation Funds within the maximum funding levels provided stated below.
4. Comply with all procurement requirements of Santa Fe County.

5. Notify the SFCHA at such time that the Resident Advisory Board will commence to maintain its account records and financial accounting system.
6. Submit a monthly report to the SFCHA on the Resident Advisory Board's prior month's activities.

II. SFCHA responsibilities

1. SFHCA staff will attend all regular Resident Advisory Board meetings. SFCHA will maintain all account records and financial accounting systems for the Resident Councils until such time a Resident Advisory Board informs the SFCHA that the Advisory Board wishes to maintain its own financial accounting system.
2. Maintain a Resident Participation Fund account and provide the Resident Advisory Board with a monthly report of the account expenditures.
3. Consistent with Resident Participation Policy, 24 CFR Part 964 and 24 CFR Part 903 funding requirements, make a stipend available to the Resident Advisory Board to fund eligible costs and costs associated with the Resident Advisory Board meetings. The stipend available to eligible executive Resident Advisory Board members will be an amount not to exceed \$25.00 per Resident Council member per meeting attended.

C. Maximum Funding Levels; HUD Funding

Total HUD funding for Resident Advisory Board activities, including the stipend available to eligible executive Resident Advisory Board members for Resident Advisory Board meeting attendance, will not exceed the following sums:

Turquoise Trail Advisory Board (Valle Vista):	\$1,558.33
Jacob D. Martinez Resident Advisory Board (Camino de Jacobo):	\$1,558.34
Valle de Esperanza Resident Advisory Board (Santa Cruz):	<u>\$1,558.33</u>
	\$4,675.00

D. Termination:

This MOU may be terminated by any party upon delivery of a written notice to the other parties at least 30 days prior to the intended date of termination. Upon such termination, no party may nullify or avoid any obligations incurred prior to termination.

E. Liability

No Advisory Board will be liable as a result of any other Resident Council's acts or omissions in connection with this MOU. Any liability of the SFCHA may be further limited by state law, without limitation the Bateman Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Debt and Anti-Donation Clauses of the New Mexico Constitution, N.M. Const. Art. IX, Sections 10 and 14, respectively, and NMSA 1978, Section 37-1-23.

F. Appropriations

SFCHA's performance of duties under this MOU is contingent upon sufficient appropriations made by the Santa Fe County Board of County Commissioners (BCC). If the BCC does not appropriate funds sufficient for SFCHA to perform its duties under this MOU SFCHA may terminate this MOU immediately upon mailing written notice of termination to the Resident Councils

G. Third Party Beneficiaries:

The Resident Advisory Boards do not intend to create any third-party beneficiaries to this MOU.

H. Notices:

The notices and other submittals required under this MOU must be delivered by mailing, by first class, to the following:

SFCHA:
Adrianna F. Velasquez
Deputy Director of Housing Operations
52 Camino de Jacobo
Santa Fe, NM 87507

Turquoise Trail Resident Advisory Board:
Letisha Lovato
13 B Tusa Drive
Santa Fe, NM 87508

Jacob D. Martinez Resident Advisory Board:
Gaytha Romero
62 Camino de Jacobo
Santa Fe, NM 87507

Valle de Esperanza Resident Advisory Board:
Jason Gulley
139 Camino de Quintana
Espanola, NM 87532

I. Accountability

During the term of the MOU and for a period of three years thereafter, each of the parties will maintain accurate and complete records of all disbursement made and monies received but each under this MOU; and upon receipt of reasonable written request, each will make such records available to the Advisory Boards, including any federal, state or local authority during regular business hours.

J. Scope

This MOU incorporates all the agreements, covenants, and understanding between the Resident Advisory Boards hereto concerning the subject matter hereof, and all such covenants, agreements and understanding have been merged into this MOU. No prior agreement, covenant or understanding, verbal or otherwise of the parties or their agents will be valid or enforceable unless embodied in this MOU.

K. Applicable Law

This MOU will be governed by applicable ordinances of Santa Fe County and the laws of the State of New Mexico.

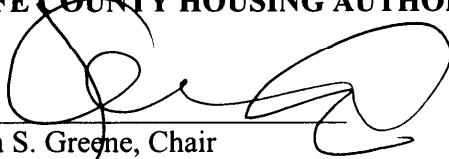
L. Amendments

This MOU will not be altered, changed, or amended except by an instrument in writing executed by the Resident Advisory Boards.

M. Effective Date and Term

This MOU will become effective July 1, 2026, and will terminate June 30, 2027.

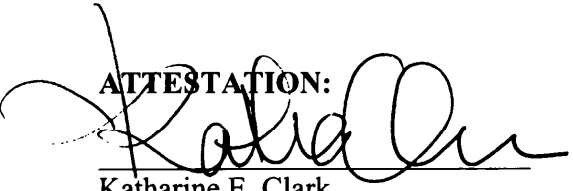
SANTA FE COUNTY HOUSING AUTHORITY:

By: 

Justin S. Greene, Chair
Santa Fe County Housing Authority Board

Date: 6/30/26

ATTESTATION:


Katharine E. Clark
Santa Fe County Clerk

Date: 07/02/2026

Approved as to form:

Roberta D. Joe for W.B.
Walker Boyd
Santa Fe County Attorney

Date: 5/29/2026

TURQUOISE TRAIL RESIDENT ADVISORY BOARD (Valle Vista):

By: Leticia Lavato
President (Name)
(Title)

Date: June 1, 2026

JACOB D. MARTINEZ RESIDENT ADVISORY BOARD (Camino de Jacobo):

By: Gaytha Romero
President (Name)
(Title)

Date: May 29, 2026

VALLE DE ESPERANZA RESIDENT ADVISORY BOARD (Santa Cruz):

By: Jason D. [Signature]
President (Name)
(Title)

Date: 5/29/2026