

HOUSING AUTHORITY OF THE SAC AND FOX NATION



EMERGENCY TEMPORARY PROGRAM POLICIES AND PROCEDURES

Approved by the Board of Commissioners of the Housing Authority of the Sac and Fox Nation on: December 1, 2017, Resolution #2018-10. Revised on June 6, 2019, Resolution #2019-35

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I. GENERAL REQUIREMENTS

1) Purpose

This Emergency Temporary Housing Policy is the policy for the Housing Management staff regarding participant eligibility, admission, selection, and occupancy.

2) Policy

It shall be the policy of the Housing Authority of the Sac and Fox Nation to provide emergency temporary housing for individuals and families who are subject to, circumstances that leave them without viable housing. Persons who have a qualifying event are eligible for access to safe and sanitary emergency temporary housing provided by the Housing Authority of the Sac and Fox Nation might be victims of (List is not all-inclusive):

- a) Domestic Abuse or other criminal activity ;
- b) Damage or destruction to current residence that renders it uninhabitable;
- c) Life Threatening circumstances;
- d) Natural Disaster(s) – Tornado, Wind, Lightening, Flood, Earthquake
- e) Court or Law Enforcement orders to vacate a residence or vacating the resident due to medical needs or other unforeseen circumstances;
- f) Divorce or other family separation;
- g) Eviction or loss of primary residence due to job or income loss.

3) Preference Points

Applicants applying for emergency temporary housing that fall under items **a, b, or c** from the list above will received 10 preference points, and **d, e, f, or g** will receive 5 points. Qualifying events points are in addition to preference points established by Housing Authority of the Sac and Fox Nation (HASFN).

4) Compliance with Applicable Law

This Emergency Temporary Housing shall be implemented and may be conformed to comply with applicable provisions of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) as amended, the rules and regulations of the United States Department of Housing and Urban Development (HUD), and other applicable tribal, state, and federal laws and future amendments.

5) Tribal Preference

The Board of Commissioners (Board) of the Housing Authority of the Sac and Fox Nation hereby enacts this Emergency Temporary Housing Program Operating Policy in order to provide decent, safe, sanitary and affordable housings to income-eligible Native Americans living within its housing service area. Enrolled members of the Sac and Fox Nation of Oklahoma (Tribe) will receive preferential consideration in the allocation of housing services and other resources under the Emergency Temporary Housing Program in compliance with the Tribe's approved Indian Housing Plan and this Policy.

6) Notice

All continuing and incoming program participants shall receive a copy of this Policy, and shall acknowledge receipt in writing. The HASFN shall keep a copy of this Policy at the lobby front desk of its headquarters and on its operating website.

II. ELIGIBILITY REQUIREMENTS

1) Participant Eligibility Criteria.

The following criteria shall govern eligibility for Program participation.

- a) The Applicant must be a member of a federally-recognized Tribe, with first preference extended to members of the Sac and Fox Nation and second preferences extended to members of other federally-recognized Tribes who in accordance with NAHASDA rules and regulations;
- b) The Applicant must be at least eighteen (19) years of age;
- c) Subject to Section 2(B) of the Policy the Applicant must qualify as a low-income family, whose income does not exceed eighty percent (80%) of median income limits of the area, as set by HUD, at the time of move-in. Income limits are adjusted for family size and updated on an annual basis. The HUD income guidelines, as updated from time to time, hereby are adopted and incorporated by reference;
- d) The Applicant must meet the income limits at the time of application and upon move-in.

- e) The Applicant and/or spouse of the applicant must have income or access to funds sufficient to meet the financial obligations of Program participation at the time of move-in;
- f) The Applicant must be ready, willing and able to meet all obligations of participation in the Program, including but not limited to financial, weekly inspections, and development of a Plan of Action on a monthly basis.
- g) The Applicant must intend to use the program unit as his/her principal residence throughout the term of the lease; and
 - i) Minimum length of stay shall be seven (7) days.
 - ii) Monthly – client is permitted to stay in residence for a period of 30 days.
 - iii) Option – Length of stay is dependent on clients adherence to a Plan of Action, payment history and weekly inspection. It can be extended on a month to month basis upon approval by the Housing Management Manager.
 - iv) Maximum length of stay shall be ninety (90) days.
- h) Utilization of program once in a twelve (12) month period.
- i) Completion of public disclosure regarding conflict of interest, where applicable.

2) **Computation of Income**

The Applicant's annual income shall be determined by estimating anticipated total income from all sources received by all household members, either in their own names or on behalf of another household member. Income attributable to any and all household members(s), excluding children under the age of eighteen (18) years, shall be included in the total household income, provided that the following amounts may not be considered as income under this paragraph:

- a) Any amounts not actually received by the family;
- b) Any amounts that would be eligible for exclusion under Section 1613(a)(7) of the Social Security Act; and
- c) Any amounts received by any member of the family as disability compensation under Chapter 11 of Title 38, United States Code, or dependency and indemnity compensation under Chapter 13 of such Title.

3) **Ineligible Applicants; Participant Exclusion Criteria**

- a) Ownership or acquisition of an additional residence that is decent, safe, and sanitary as determined by HASFN in its sole discretion before or during occupancy of a program unit shall disqualify an Applicant or Participant from the program.
- b) Previous participants who owe a debt to the HASFN, Tribe or to any public or Indian Housing Authority will not be eligible for program participation until the owed monies are paid in full as evidenced by appropriate documentation.
- c) The HASFN, in its sole discretion, may withhold admission to the Program if it is determined during the application verification process that any of the following processes apply for the applicant and/or any adult household member(s):
 - i) Applicant is Non-Indian.
 - ii) Inability to meet housing payment obligations.
 - iii) Have been evicted from any public or Indian Housing Authority.
 - iv) Have previously abandoned, relinquished and/or damaged a unit owned by this or another tribal housing program;
 - v) Owe a debt to the HASFN or Tribe for past due rent or damages to a program unit;
 - vi) Owe debts incurred from prior occupancy of a unit at any other Public or Indian Housing Authority;
 - vii) Have a history of conduct which would be detrimental to the Program or other residents; and/or
 - viii) Have been implicated in or convicted of a felony, any crime related to manufacture or distribution of illegal drugs, child abuse, domestic violence, history of sexual offense(s) toward persons below the age of 18, or any history of criminal or other activity HASFN deems detrimental to the program in its sole discretion.
 - ix) No exceptions will be made to provide housing for a person who has been convicted of sexual related crimes. Such Applicant(s) shall be referred to the Board pursuant to Subsection d, below.
- d) In the event that adverse background information is discovered during the verification process, the Board, in its sole discretion, shall determine whether the Applicant(s) is suitable for Program participation. The Board may consider factors which indicate a probability of favorable future conduct or financial prospects, such as evidence of rehabilitation, evidence of willingness to participate in appropriate counseling service programs and availability thereof, evidence of willingness to attempt to increase income and availability of training or employment program in the locality.

III. APPLICATION PROCEDURES

1) **Application Requirements**

The application is the basic record of each family applying for admission to the program. Each Applicant is required to provide any and all information request and to sign the application and related forms. All information and statements made by the Applicant are subject to verification. **Providing false statements renders the Applicant ineligible. Incomplete applications will not be accepted.**

2) **Application Procedure**

- a) Original applications must be reviewed at the HASFN main office located at 201 N. Harrison, Shawnee, OK. Applicant screening must be completed by housing management staff before any applications are accepted and logged in.
- b) All adult household members must sign an authorization for release of information, which is required for third party verification and background checks.
- c) In the event it is determined that an applicant has an immediate family tie to any HASFN employee, Board member or elected tribal official, the HASFN will publish a “Public Disclosure” in accordance with its Conflict of Interest Policy upon offer of acceptance.
- d) The application and all information relating to the family’s eligibility shall be maintained in a file, along with relevant correspondence. Files will be placed in one of three categories, as follows:
 - i) **“Eligible”** – Applicant has met initial eligibility requirements and has been placed on the waiting list for the program;
 - ii) **“Ineligible”** – Applicant has not met initial eligibility requirements and/or has been determined to be ineligible for the program; or
 - iii) **“Inactive”** – Applicant has not updated the application within thirty (30) days of notification and has been placed inactive.
- e) If, during the application intake and screening process, it is determined that, the applicant is ineligible for program participation, the applicant will be informed of such determination and application classified as ineligible. In such instances, sufficient information and findings pertaining to the denial of services will be documented for the file. A first attempt will be made to verbally notify the family of ineligibility and be properly documented in the file. If a verbal notification cannot be

made, the HASFN will mail a written notice of ineligibility within three (3) working days which allows HASFN to verify income and complete background checks, etc.

- f) All entries will be made in ink or typed. Corrections or changes will be made by striking through the original entry and entering the correct information. Such changes are to be dated and initialed by the person recording the change, with all changes and explanations noted in the record.

3) Verification and Documentation of Application Information

Verification and documentation of application is submitted by each Applicant and shall be verified to ensure that the information is true and correct. Complete and accurate verification records will be maintained. Each Applicant shall provide the following documents and information to substantiate his or her Indian status identity, income and other conditions of eligibility at the time of application intake. Each Applicant shall provide:

- a) The Sac and Fox Nation tribal membership card (if applicable) and/or certificate of degree of Indian blood of the Applicant and all household members who possess such identification;
- b) Social Security numbers and dates of birth for all household members;
- c) Statements or award letters from agencies documenting unearned income (including but not limited to Social Security, General Assistance, Retirement, Unemployment Benefits, Department of Human Services Assistance, Oil and Gas Royalty and Veterans benefits); and/or
- d) Certified statements and tax returns from self-employed persons or persons whose earnings are irregular, setting forth gross receipts, itemized expenses and net income.

IV. SELECTION OF PARTICIPANTS

1) Preference

First preference shall be given to enrolled members of the Sac and Fox Nation. Second preference shall be given to applicants who are enrolled members of a state or federally recognized tribe.

2) Priority

Under the Emergency Temporary Housing Program, priority will be given on the **first come, first serve** basis, once a family is determined eligible. In the event there are multiple eligible families, and depending on unit vacancies, preference will be given according to preference points as outline in Section I.3.

3) Notification of Selection to Applicant

The HASFN shall notify applicants who are selected for Program participation in writing or by phone and be documented in the applicant's file. The notification shall include, at a minimum, the following information:

- a) A Statement that the family has been determined eligible for participation in the Emergency Temporary Housing Program; and
- b) if applicable, the time and place for counseling activities and execution of the Lease Agreement; and
- c) The address of the unit; and
- d) The HASFN has a unit offered to the applicant and must accept or decline the offer in writing before the family can be scheduled to move-in. Failure to respond within the specified time shall be regarded as a rejection of the offer.

4) Rejection of Offer

The HASFN offers units to applicants based on first-come first serve basis. The Applicant may reject the offer of emergency temporary housing provided by the HASFN. If the offer is rejected, the applicant may withdraw the application, or maintain the application and it will be reconsidered by HASFN on a space-available after all other pending applications have been processed.

V. OCCUPANCY; LEASE AGREEMENT

1) Participant Code of Conduct

All participants, household members, and guest must comply with a code of conduct by abiding by all rules and regulations affecting the use of occupancy of the premises and all policies of the HASFN and laws of the Tribe. The HASFN will conduct a monthly assessment throughout the term of occupancy. This will assess the participant's ability to remain in the program. The assessment will consist of a review by the Housing Management Program of the following:

- a) The participant's monthly payment history; and

- b) The participant's satisfactory maintenance of the unit and compliance with HASFN policies; and
 - c) The participant's Plan of Action to achieve self-sufficiency; and
 - d) The Plan of Action will include:
 - i) Monthly financial management plan to assist the family's developed skills to pay bills, including utilities and save money; and
 - ii) Goals for achieving independence with specific benchmarks and time frames; and
 - iii) A strategy and time frame for obtaining needed services which may include: Obtaining permanent housing job training, transportation, counseling, legal services, and benefit assistance programs; and
 - iv) The respective responsibilities for the participant's goals within the plan.
- 2) Participants must use the program unit as their principal place of residence. A unit which has been unoccupied for a period of seven (7) days or more without permission may be determined to be abandoned and in breach of the lease agreement. The premises provided by HASFN are for the exclusive use and occupancy of the Participant and their household consisting of only the individuals whose names appear on the agreement. No boarders or subtenants are allowed, including family.
- 3) Visitors are permitted with advance, written permission from the Housing Management Manager. The maximum stay for an overnight visitor is two nights.
- 4) Participants are responsible for all housekeeping. The participants are to keep the premises, yard, driveway, and other areas for his/her exclusive use in a clean and safe condition.
- 5) Participants shall refrain from and cause occupants and guests to refrain from destroying, defacing, damaging or removing any parts of the premises or development; this requirement also applies to unsupervised children.
- 6) NO PETS of any kind will be allowed in home or on the premises will result in immediate termination of the agreement and eviction from the unit.
- 7) Occupied unit and the surrounding areas will be held to a high standard of cleanliness and will be subject to weekly inspections.

- 8) Any type of criminal activity including drug activity on or off the premises will result in immediate termination of the agreement and eviction from the unit.
- 9) Because of the brief amount of time that participants are allowed to stay in Emergency Temporary housing, all personal mail must be directed to a P.O. Box or other address of their choice. The participant is not allowed to utilize the physical address of the assigned home as a mailing address. An alternate address must be provided on the day the lease is executed.
- 10) No permanent cable, internet or phone installation will be allowed during occupancy.
- 11) Participants must cooperate with all law enforcement agencies and HASFN personnel at all times.
- 12) All Emergency Temporary homes are 100% smoke-free, drug-free and alcohol-free.

VI. COMPUTATION AND COLLECTION OF PAYMENTS

1) Occupancy of Emergency Temporary Unit

Prior to occupancy of the unit the tenant must pay the first weeks rent for dwelling unit. Upon completion of the execution of the dwelling lease, and completion of the move-in inspection, the tenant can then be provided with keys and access to the unit.

2) Base Rent

Rent payments shall be based on a flat rate of \$40.00 per week of \$160.00 per month. Rental rates may not exceed 30% of the monthly adjusted income, according to NAHASDA regulations.

3) Payment of Rent

A minimum weekly administrative fee of \$40.00 is due and payable on the first day of the week, and is payable by money order, credit card, or cashier's check. The payment is delinquent if not received in the HASFN office by close of business. Nonpayment is grounds for termination of the agreement and eviction. Payments may be brought to the HASFN office at 201 N. Harrison, Shawnee, OK 74801.

Payments are to be in the form of check, money order, debit/credit card, or cashier's check when made in person at the office. The HASFN has a drop box to accept payment after hours located south of the office building. Payments left in the drop box are to be in

form of check, cashier's check or money order. If the payment is not received in the drop box on the date due, it will be considered late.

VII. RULES AND CONDITIONS OF CONTINUED OCCUPANCY

1) Maintenance/Repairs

Participants are responsible for the cost and completion of any damages caused by the Participants or their guest(s). Participants shall report any maintenance needs and/or problems with appliances, roofs, and HVAC systems to the HASFN, so that arrangements for repair or replacement of these items may be arranged.

2) Utilities

The HASFN will provide utilities to the Emergency Temporary Unit; utilities include water, gas, sewer, and electric.

3) Income/Asset Verification

Participants must have income or assets sufficient to meet any and all financial obligations of the program at all times, and cannot lose income for a period of more than thirty (30) consecutive days. If the participant cannot demonstrate sufficient income or assets to meet the program obligations or a reasonable likelihood of obtaining the necessary income or assets within the period of occupancy, this constitutes grounds for termination of participation in the Program.

4) Conduct Prohibited

All participant(s), household members and guests **shall not:**

- a) Disturb the peace of the community or disturb or harass other Program participant; or
- b) Engage in domestic violence or illegal activity of any kind; or
- c) Appear drunk or intoxicated in public common areas within the community; or
- d) Possess, consume, or distribute illegal drugs, drug paraphernalia or any other controlled substance; or
- e) Possess or use firearms, pellet or BB guns, or other dangerous or deadly instruments.

- f) Destroy, deface, disturb, or interfere with the use of any structure, unit, building, or other property (real or personal) of the HASFN, the Tribe or other Program Participant.

5) Use Restrictions

All participants, household members and guests must abide by the following restrictions on property use.

a) Public Nuisances

Participants shall keep the premises in a clean and sanitary condition and shall not create or permit any unsightly conditions or offensive activity. Unlicensed, inoperable (this includes a flat tire) and/or wrecked vehicles or household appliances on the premises or common areas are specifically prohibited. The HASFN and/or the Tribe, in its sole discretion, may define and summarily abate any condition constituting a nuisance at the participant's expense.

b) Temporary Structures

No structure of a temporary character (including but not limited to trailers, tents, shacks, garages, or barns) may be placed on HASFN property or used at any time as a residence, either temporarily or permanently. Additionally, no portable or prefabricated buildings or dog pens shall be located upon any lot without the prior, written permission of the HASFN.

c) Animals

PETS ARE NOT PERMITTED in the Emergency Temporary Housing program. NO PETS of any kind will be allowed in the home or on the premises. Only registered SERVICE dogs are allowed with prior approval by the HASFN.

d) Garbage

No participant may burn or permit the burning of garbage or other refuse, nor accumulate or permit the unsightly accumulation outdoors of such refuse or garbage, nor place any unlawful or dangerous material into refuse containers.

e) Yard Maintenance; Improvements

No fence, wall, garden, pond, or other modification may be erected.

f) Common Areas; Roads

Participant(s), household members, and/or guests shall not evade speed bumps, drive through or park vehicles in yards or otherwise operate their motor vehicles in an unsafe manner. All-terrain vehicles and "four-wheelers" may not be operated on

yards, roads, or common areas. Tampering with manhole covers, street lamps, security cameras/lights, or any other safety devices is specifically prohibited.

g) Visitors

A participant is permitted to have guests and visitors. If the visitor or guest is to stay overnight for a longer period of two nights; the participant is required to receive advance approval by the HASFN.

6) Inspections

The HASFN shall conduct a complete interior and exterior examination of each unit/home and premises for the following situations:

a) Initial Move-in Inspection

At the time of initial occupancy, a move-in inspection shall be conducted by a HASFN representative and the participant. The participant may have a representative of his/her choice present at the initial inspection. At the conclusion of the initial inspection, the participant shall sign an inspection report detailing any deficiencies in the unit.

b) Weekly Inspections

The HASFN shall conduct an assessment and home inspection each week of the unit and premises to determine the participant's ability to remain in the program.

c) Opportunity to Cure Deficiencies

If the inspection reveals any deficiencies in the condition of the unit beyond the normal wear and tear, the participant shall be notified of what deficiencies need to be corrected and given specific timeline to cure the deficiency; with a follow up inspection to be scheduled.

d) Follow-up Inspection

The HASFN shall conduct a follow-up inspection to determine if the deficiencies identified in a previous inspection have been corrected. The participant shall be notified by regular mail and given the opportunity to be present at the inspection. If the participant has not corrected the deficiencies the lease agreement may be terminated in accordance with this policy, or the HASFN may perform the necessary work and charge the Participant for the repair of any damages caused by the Participants or his/her guest(s).

e) Move-out Inspection

Upon termination of participation in the program, a move-out inspection will be conducted. The participant may have a representative of his/her choice present at the move-out inspection. At the conclusion of the inspection, the participant shall sign an inspection report detailing any deficiencies in the unit. Participants who fail to attend the move-out inspection (either in person or through a representative) waive their right to object to any deficiencies noted in the report and/or any charges assessed by the HASFN.

f) Other Inspections; Emergencies

The HASFN may inspect the unit at any other time for any reasonable purpose. The HASFN shall provide the participant(s) with prior notice of the inspection when possible under the circumstances and shall use its best efforts to minimize any disruption or inconvenience to the participant(s). The HASFN may enter the unit at any time without notice to the participant in the event of an emergency, including but not limited to, participant health or safety concerns, or imminent damage or destruction of the unit. The HASFN shall notify the participants as soon as possible subsequent to the conduct of such emergency inspection.

g) Counseling/Continuing Education

In the Emergency Temporary Housing Program, participants are required to participate in ongoing educational programs and assessments regarding maintenance obligations, financial responsibility and other aspects of program participation. Attendance is mandatory for all counseling sessions scheduled by the HASFN and the participation in such programs is a condition of continued occupancy.

h) Insurance

The HASFN shall provide required insurance on the unit structure, including fire and extended coverage. The participant shall report all damages to the unit in a timely manner for claims processing. The HASFN insurance coverage does not include damages to the participant's personal property and/or the contents of the unit, and does not cover negligence or misconduct by participants, household members, or their invitees. The participant may obtain insurance for personal property/contents at his or her expense.

VIII. TERMINATION OF OCCUPANCY

1) Termination by the Participant

The participant may terminate the Agreement, provided that seven (7) days written notice is given in writing to the HASFN. The HASFN does not waive any claim to additional payments due for accrued rent and/or damages to the unit by accepting such notice.

2) Procedures Upon Termination of Occupancy

Participant(s) shall provide the HASFN at least seven (7) days written notice prior to moving out of their assigned unit, unless such notice requirement is waived in writing by the HASFN. A move-out inspection shall be conducted upon termination of occupancy. Participant(s) who move out of their assigned unit without conveying proper notice to the HASFN will be considered to have abandoned the premises and may be responsible for damages, or missing items sustained by the unit while vacant and/or any legal fees or costs incurred by the HASFN to regain possession of the unit.

3) Grounds for Termination

Participant(s) may be subject to termination of occupancy and program participation for reasons including, but not limited to, the following:

- a) Non-payment of rent; and/or

- b) The acquisition or occupancy of another home or failure to continue to use the program unit as the family's principal residence; and/or

- c) Failure to comply with schedules monthly assessment requirements; and/or

- d) Misrepresentation of income, household composition or other material fact(s), regardless of whether the participant is or is not eligible to participate at the time the misrepresentation is discovered; and/or

- e) Other material violation of any term or provision of the policy or other tribal, state, or federal law or regulation.

4) Termination for Non-payment

Program participants who fail to pay their weekly payment shall be subject to termination of participation in the program, as follows:

- a) Any Emergency Temporary tenant paying weekly will be past due after the first working day of the week (unless the office is closed) in which case the second working day will be acceptable. Tenants who pay monthly will be past due on the first working day of each month, unless the office is closed in which the second day of the month will be acceptable.

- b) The Notice of Termination of their lease is to be effective seven (7) days from the date of the notice.

5) Termination for Reasons Other Than Non-payment of Rent

In the event of non-compliance with any of the provisions set forth in the policy, other than for non-payment for rent, the HASFN may terminate the participant's participation in the program, according to the following action steps:

- a) The HASFN shall provide the participant with written notice stating that the household is not in compliance with a specific provision of this policy, describing the satisfactory means resolving the violation and providing that such violation must be cured within the timeline specified by the HASFN.

- b) If the participant(s) does not cure the violation within the timeframe specified, the HASFN shall issue a Notice to Terminate the lease, and commence eviction procedure.

- c) Participant(s) whose conduct presents an imminent threat to the health, safety, and/or welfare of the community and participants who fail a second inspection under this policy shall not be subject to immediate eviction without advance notice. If the participant(s) do not cure the violation with the time frame specified, the HASFN shall issue a Notice to Terminate the Lease, and commence eviction procedure.

- d) Counseling: Counseling is mandatory for residents in the Emergency Temporary Housing Program. The HASFN will refer participants to an in-house counselor/training specialist. Participants who fail to attend the counseling will be in non-compliance and subject to termination of the agreement and eviction. Upon completion of mandatory counseling sessions, the participant will sign a binding agreement and be placed on a probationary period as determined by HASFN staff. Failure to comply with the binding agreement with the HASFN will result in termination of the agreement and eviction.

6) Enforcement Subsequent to Court Action

The following provisions apply to the collection of any court-ordered payments due to the HASFN:

- a) Repayment of delinquent amount subsequent to a court order shall be in full unless otherwise authorized by Executive Director.

- b) Should written arrangements be made and the provisions thereof breached, the account may be referred to an attorney without further notice or action on the part of the HASFN.

7) Additional Payments

Additional charges to the participant may include, but are not limited to:

- a) Charges for extraordinary maintenance, damages, and other services; and/or
- b) Repayments of past due accounts; and/or
- c) Attorney's fees and court costs; and/or
- d) Other charges specified under any applicable tribal, state, or federal law or regulation.

8) Abandonment

In the event that a program unit is abandoned, the HASFN shall post a notice of abandonment prominently on the door of the unit. If the participant does not contact the HASFN within ten (10) days of the date of the notice, the HASFN may assume possession of the program unit without further notice or court proceeding. The HASFN does not waive any claim for past rent, damages, or other amounts that may be due to the HASFN by assuming possession of the premises.

IX. MISCELLANIOUS PROVISIONS

1) Confidentiality

Pursuant to Part 256 of 25 CFR, all information obtained by the HASFN in order to establish suitability for program participation shall be kept strictly confidential. Additional disclosures of the information may occur during program reviews or audits, investigations by authorized law enforcement personnel or as necessary to comply with any reporting requirements of the Tribe or its funding agencies.

2) Limitation of Liability; Indemnification

The HASFN does not guarantee the availability of an housing or the acceptance of any applications, and no party shall have any claim related to a denial of an application or the unavailability of housing. The HASFN and/or the Tribe shall not be liable to the participant or any of the participant's household members, visitors, or patrons related to any denial of applications, termination of the agreement, or eviction under the provisions herein, nor for any damage to person or property cause by any action, omission, or negligence of the participant or any other participant of the program. Further, the participant(s) agree(s) to indemnify, defend, and hold the HASFN and the Tribe harmless from any claim, obligation, liability, loss, damage, or expense, including without

limitation attorney's fees and court costs, arising from any conditions or natural feature – known or unknown – affecting the premises.

3) Disposition of Personal Property

In the event of abandonment or termination of program participation, the HASFN may remove and dispose of any personal property left remaining in the program unit for a period of seven (7) days following the date of abandonment and/or termination.

4) Appeals; Sovereign Immunity

The HASFN is a governmental department of the Sac and Fox Nation of Oklahoma, and is covered by the powers and protections of the Nation including but not limited to sovereign immunity. Nothing in the policy or any agreement entered into hereunder shall constitute any waiver of sovereign immunity by the HASFN or the Sac and Fox Nation of Oklahoma.

Housing Authority of the Sac and Fox Nation

201 N. Harrison • P.O. Box 1252 • Shawnee, OK 74801 • Ph (800)831-7515 • (405)275-8200 • Fax (405)275-8203



Emergency Temporary Housing Program

LEASE AGREEMENT

Account#: EH- 701-700#-## Bedrooms: Project/Site: 701

DESCRIPTION OF PARTIES & PREMISES: The Housing Authority of the Sac and Fox Nation, (hereinafter called the Authority) does hereby assign to: **(Head of Household)** (hereinafter call the resident) the premises located **(Address)**, for the term beginning **(Enter beginning date)** and ending **(Enter end date)**, under the terms and conditions stated herein. The premises leased are for the exclusive use and occupancy of the Resident and his household consisting of the following named individual(s) who will reside in the dwelling unit:

(Household member name here) DOB:

AMOUNT AND DUE DATE OF RENTAL PAYMENTS: This AGREEMENT shall require prompt payment of a rental charge of **\$ 40.00 per week** payable at the office of the Authority on the first day of each week beginning **(due date)**.

SECURITY DEPOSIT: No Security Deposit is required. However the cost of cleaning and repairing any damage beyond normal wear & tear to the dwelling unit caused by Resident, his/her family, dependents or guest and any rent or other charges owed by the Resident; will be charged to and paid by the Resident.

UTILITIES: The Authority will provide utilities and resident shall not establish or change any utility accounts for the unit.

EQUIPMENT: The Authority agrees to furnish a range and refrigerator, in working order.

DETERMINATION of MONTHLY PAYMENTS:

If in the discretion of the Housing Authority the Resident is allowed to occupy the unit for more than 30 days, a flat rent of \$160.00 will be charged monthly. This payment will be made payable to Sac and Fox Housing Authority (HASFN) on the first day of each week. Payments not received by the first day of each week, unless prior agreements have been made will result in a Notice of Non-Compliance with the Emergency/Temporary Housing Lease Agreement with eviction proceedings to follow.

OCCUPANCY REQUIREMENTS:

An assessment will be conducted every week of occupancy beginning on the lease term date above. This will assess the Resident's ability to remain in the program. The assessment will consist of a review of:

- The Resident's monthly payment history;
- The Resident's Plan of Action as to how they will achieve self-sufficiency;

The Plan of Action will include:

- A monthly financial management plan to assist the family's developed skills to pay bills, including utilities and save money;

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- Goals for achieving independence with specific benchmarks and time frames;
- A strategy and time frame for obtaining needed services which may include job training, transportation, counseling, legal services, and benefit assistance programs; and
- The respective responsibilities of the Resident's goals of the plan.

The premises occupied are for the exclusive use and occupancy of the Resident and is/her household consisting of only the individuals whose names appear on the agreement. NO boarders or subtenants are allowed.

Visitors are permitted with advance, written permission from the Housing Manager. The maximum stay for an overnight visitor is two nights.

Resident is responsible for all housekeeping. The residents are keep the premises and such other areas as may be assigned to him/her for his/her use in a clean and safe condition; including the yard and driveway.

Resident shall refrain from and cause his/her household guest to refrain from destroying, defacing, damaging or removing any parts of the premises or development; this requirement also applies to unsupervised children.

NO PETS of any kind will be allowed in home or on the premises. (Registered Service dogs are the only exception).

Units and surrounding areas will be held to a high standard of cleanliness and will be subject to periodic inspection. The number of periodic inspections will be scheduled at the discretion of the Housing Authority, with no less than weekly inspections being conducted.

Any type of criminal activity including drug activity on or off the premises will result in immediate termination of the agreement and eviction.

Because of the brief amount of time that a Resident is allowed to stay an Emergency/Temporary home, personal mail must be directed to a P.O. Box or other address of their choice. The Resident will not be permitted to utilize the physical address of the assigned home as a mailing address.

No permanent cable, internet or phone installation and connection will be allowed during occupancy.

All Emergency/Temporary homes are 100% smoke-free, drug-free and alcohol-free environments.

A BREACH OR VIOLATION OF THE OCCUPANCY REQUIREMENTS WILL RESULT IN IMMEDIATE EVICTION.

MAINTENANCE AND REPAIRS: Maintenance and repair work (beyond normal wear and tear) caused by the participant, household or guest, will be charged to the Resident. Payments for such charges are due and payable on the first day of the next month following the month in which the charge is made.

DEFECTS HAZARDOUS TO LIFE, HEALTH & SAFETY: When conditions are created which are hazardous to life, health or safety of the occupants, the Resident shall immediately notify the Housing Authority. The Housing Authority shall be responsible for the repair of the unit within a reasonable time, provided, that if the damages were caused by the Resident's household or guest, the reasonable cost of the repairs shall be charged to the Participant payable on the first day of the second month following the month in which the charges were made. If repairs of the defects or damages cannot be made within reasonable time, the Housing Authority shall offer standard alternative accommodations, if available. In the event the Housing Authority fails to fulfill its responsibility, the Resident's rent shall abate in proportion to the seriousness of the damages and loss in value as a dwelling, except the cost of utilities furnished by the Housing Authority shall not abate. Rent shall not abate if Participant rejects the alternative accommodations or if the damages were caused by the Resident's household or guest.

INSPECTIONS: Before occupancy, the Housing Authority and the Resident or his/her representative shall inspect the assigned home. The representative of the Housing Authority will be permitted to enter the assigned home for performing routine inspections, maintenance and for making improvements and repairs, or to show the premises for re-leasing. Such entry may be made only during reasonable hours after a two-day advance notice in writing is provided to the Resident of the time, date and purpose of the entry. The Housing Authority shall have the right to enter the assigned home without prior notice to the Resident if the Authority reasonably believes that an emergency exists in which required such entry. The Housing Authority representative shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises whenever entry is made when

the participant and all adult members of the household are absent. When the Resident vacates, the Housing Authority will inspect the dwelling unit and give the participant a written statement of charges, if any, for which the Resident is responsible. Resident and/or his representative may join in such an inspection.

TERMINATION OF AGREEMENT: The Housing Authority may terminate the Emergency/Temporary Housing Lease Agreement if the Resident fails to meet any obligations under the agreement. Any termination of the Transitional Housing Lease Agreement shall be accompanied by a written notice; the notice shall state the reason for termination. The Resident may terminate the Lease Agreement at any time by giving seven (7) days written notice. If the Resident fails to give the Housing Authority seven (7) days written notice, the Housing Authority may charge the Resident seven (7) days rent from the day of the actual move-out.

LEGAL NOTICES: Any notice required hereunder will be sufficient if delivered in writing to the Resident personally or to an adult member of his family residing in the dwelling unit, or if sent by mail, properly addressed to Resident or posted on door. Notice to the Housing Authority must be in writing and either delivered to the office of the Housing Authority during business hours or sent to the Housing Authority by prepaid first class mail.

COMPLIANCE WITH HOUSING AUTHORITY: Resident and all occupants of the housing unit shall comply at all times with all Housing Authority policies. Resident acknowledges having received the Housing Authority's Emergency/Temporary Program Policy, the terms and obligations of which are incorporated by the reference into this lease agreement and are binding upon Resident.

CHANGES: This Agreement, including any future adjustments of rent or dwelling unit, is the entire agreement between the Authority and Participant. No change herein shall be made by a written addendum, signed and dated by both parties.

IN WITNESS HEREOF, the parties have executed this Lease Agreement on (Date).

Housing Authority of the Sac and Fox Nation of Oklahoma

Head of Household – (Name)

Spouse – (Name)

Housing Management Manager