



# GILA RIVER INDIAN COMMUNITY

## SACATON, AZ 85147

### RESOLUTION GR-103-10

#### **A RESOLUTION RESCINDING RESOLUTION GR-139-09 AND APPROVING THE AMENDED URBAN RENTAL ASSISTANCE PROGRAM POLICY FOR THE GILA RIVER INDIAN COMMUNITY DEPARTMENT OF COMMUNITY HOUSING**

**WHEREAS**, the Gila River Indian Community Council (the "Community Council") is the governing body of the Gila river Indian Community (the "Community"); and

**WHEREAS**, Article XV, Section 1(a)(9) of the Constitution and Bylaws of the Gila River Indian Community (March 17, 1960) empower the Council to act to promote and protect the health and general welfare of the Community and its members; and

**WHEREAS**, the Community Council adopted the Housing Ordinance now codified at Title 19, establishing the Department of Community Housing ("DCH") to administer housing programs within the Community, including all United States Department of Housing and Urban Development ("HUD") housing programs available to the Community under the authority of the Native American Housing Assistance and Self-Determination Act ("NAHASDA"); and

**WHEREAS**, the DCH continues to recognize the need to provide housing assistance to low-income Community members who reside off the Gila River Indian Reservation; and

**WHEREAS**, on July 15, 2009, the Community Council approved Resolution GR-139-09, amending the Urban Rental Assistance Program Policy (the "Policy") to be administered by the DCH; and

**WHEREAS**, the DCH has identified additional areas in the current Policy that require amendments and clarification, therefore DCH submits the attached amended Policy to administer the Urban Rental Assistance Program more effectively and efficiently.

**NOW, THEREFORE, BE IT RESOLVED**, that Community Council hereby rescinds Resolution GR-139-09, entitled "A Resolution Rescinding Resolution GR-232-08 and GR-28-09 and Approving the Amended Urban Rental Assistance Program Policy for the Gila River Indian Community Department of Community Housing" as adopted on July 15, 2009.

**BE IT FURTHER RESOLVED**, that the Community Council hereby approves the attached amended Urban Rental Assistance Program Policy for the Gila River Indian Community Department of Community Housing.

**BE IT FURTHER RESOLVED**, that the Community Council hereby authorizes and directs the DCH to create and develop policies and any necessary forms that may require amending from time to time and implement this Policy.

**BE IT FURTHER RESOLVED**, that the Governor, or in the Governor's absence, the Lieutenant Governor, is hereby authorized to take all the necessary steps to carry out the intent of this resolution.

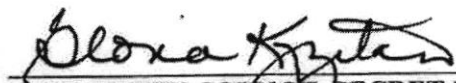
**CERTIFICATION**

Pursuant to authority contained in Article XV, Section 1, (a) (7), (9), (18), and Section 4 of the amended Constitution and Bylaws of the Gila River Indian Community, ratified by the tribe January 22, 1960, and approved by the Secretary of the Interior on March 17, 1960, the foregoing resolution was adopted on the 16th of June 2010, at a regular Community Council meeting held in District 3, Sacaton, Arizona at which a quorum of 12 Members were present by a vote of: 6 FOR; 6 OPPOSE; 0 ABSTAIN; 4 ABSENT; 1 VACANCIES. **GOVERNOR VOTES FOR APPROVAL.**

GILA RIVER INDIAN COMMUNITY

  
GOVERNOR

ATTEST:

  
COMMUNITY COUNCIL SECRETARY  
*acting* *23 June 2010*

**GILA RIVER INDIAN COMMUNITY  
DEPARTMENT OF COMMUNITY HOUSING  
URBAN RENTAL ASSISTANCE PROGRAM POLICY**

**I. GENERAL PROVISIONS.**

- A. **Purpose.** The Department of Community Housing (DCH) has identified a need to assist low-income Gila River Indian Community (the "Community") members who reside off Reservation. The number of rental units currently available in the Community is insufficient to meet the current demand for housing, rental or home ownership. To address the need for rental assistance, DCH has established the Urban Rental Assistance Program (the "Program") for families who lease an apartment or are renting a house (including a townhouse, duplex, and condominium). The Program is year round and funded under the Native American Housing Assistance and Self Determination Act (NAHASDA) 25 U.S.C. §4101 *et seq.* and is subject to available funds.
- B. **Definitions.** Whenever used in this policy, the terms listed below have the meanings indicated which are applicable to both the singular and plural thereof. When used in a context consistent with the definition of a listed-defined term, the term shall have the meaning as defined below whether capitalized or italicized or otherwise.
1. "Appeal" is a request for a review of decision made by the DCH Director.
  2. "Appellant" means a person who is appealing a decision to the DCH Director.
  3. "Applicant" means a person or persons who are applying for urban rental assistance.
  4. "Community Member" means an enrolled member of the Gila River Indian Community.
  5. "DCH" means the Gila River Indian Community Department of Community Housing.
  6. "HUD" means the United States Department of Housing and Urban Development.
  7. "Income" means income from each member of a household.
  8. "Adjusted Income" means the annual household income remaining after deductions that are permitted under NAHASDA.
  9. "Family" means a family with or without children, an elderly family, a near-elderly family, a disabled family and a single person.
  10. "Program" means the Urban Rental Assistance Program.

11. "NAHASDA" means the Native American Housing and Self-Determination Act of 1996, codified at 25 U.S.C. §4101 *et seq.*

C. **Eligible Service Area.** In accordance with the Community's yearly Indian Housing Plan, the eligible service areas for the Program shall include those portions of Maricopa and Pinal County, Arizona, which are not part of the Gila River Indian Reservation.

## II. ELIGIBILITY

A. **Eligibility.** All head of household Applicants for the Program shall:

1. Be a part of a "family" as defined at Section I (B);
2. Be at least eighteen (18) years old on the date the application is submitted to DCH;
3. Meet the eighty percent (80%) of the median gross family income eligibility requirement;
4. Not be paying rents that exceed thirty percent (30%) of their monthly Adjusted Income;
5. Be current in its rent payments;
6. Reside in an existing apartment or house and have a satisfactory tenant history. Renting a room from a family member, friend, etc. does not qualify for Program assistance; and
7. Not have been convicted or adjudicated, including plea of no contest, for any offenses in Community, state, federal or other tribal court for crimes that pose a threat to the health, safety or welfare of the Community, provided that any convictions or adjudications meet the time limitations as specified in (i), (ii), (iii), and (iv) below. Such offenses include:
  - a. physical or sexual abuse, sexual conduct with or sexual assault or molestation of a child. Any such offense committed by an Applicant after reaching the age of 18 shall be grounds to deny assistance.
  - b. unlawful sale, distribution or possession with the intent to distribute any illegal substances, controlled substances or narcotics. Any such offense committed by an Applicant after reaching the age of 18 shall be grounds to deny assistance.
  - c. Major Crimes Act offense as enumerated under 18 U.S.C. § 1153. These crimes include Murder, Manslaughter, Kidnapping, Maiming, certain felonies related to Sexual Abuse, Incest, Assault with Intent to Commit Murder,

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Assault with a Deadly Weapon, Assault Resulting In Serious Bodily Injury, Assault Against a Minor Under 16 Years Old, Arson, Burglary, Robbery, or certain felonies arising under special maritime and territorial jurisdiction of the United States. Any such offense committed by an Applicant after reaching the age of 18 shall be grounds to deny assistance.

d. Domestic Violence, Assault, or Battery within the preceding three (3) year period. However, the Department may accept the applicant into the Program if the person with a prior domestic violence demonstrates successful completion of a one (1) year domestic violence offender program, which shall be evidenced by a signed letter or certificate of completion from the program agency.

e. Fraud, Embezzlement, Forgery, Falsifying Documents or any other crime involving dishonesty within the preceding three (3) year period.

8. Applicants currently participating in the Section 8 Program or any other tribal or federally funded program are ineligible for the Program. This includes room and board received for education purposes.

9. The Applicant's name must appear on a lease agreement as the primary lessee. Co-signed lease agreements will not be considered for the Program.

10. Applicants moving out of their apartment or home must notify DCH within 30-days prior to moving. Failure to do so will result in denial of assistance for three (3) months.

B. **Effect of Prior Evictions.** DCH may consider the Applicant's tenant history for the preceding seven (7) years in deciding whether to approve or deny Program assistance. DCH may consider prior evictions from any HUD-funded public housing, Indian Housing Program, Section 23 or Section 8 Project or Program arising from drug-related criminal activity and/or criminal acts.

### III. APPLICATION

A. Applications for Program assistance shall be made available to Community members at the DCH office in Sacaton. Applications may be hand delivered during normal business hours (8:00 a.m. – 5:00 p.m.) to the Sacaton office.

B. DCH is responsible for recording receipt of and processing all completed applications. All information compiled by DCH will be appropriately safeguarded.

C. DCH shall offer reasonable assistance to Applicants to ensure the application is completed properly.

- D. Applicants for the Program shall submit a complete application to DCH for Program assistance. A complete application shall include:
1. Copy of Applicant's current rental lease agreement, URAP Contract and an original W-9 Form completed by the Landlord/Owner;
  2. Current CDIB (Certificate Degree of Indian Blood) for head of household;
  3. Tribal ID for other members in the household;
  4. Arizona Driver's License or State ID for all members 18 years and older;
  5. Social Security Cards for all members;
  6. Birth Certificates for all members under 18 years;
  7. Proof of Guardianship, Power of Attorney and/or other legal documents establishing custody arrangements for children placed in the Applicant's home;
  8. Income Verification – most recent employment check stubs, Public Assistance (AFDC, GA, etc.), SSI, Social Security, Retirement, Survivors Benefits, Per Capita payments, self-employment, unemployment compensation, unemployment form, Veterans Administration. Service member's income and/or employment verification forms, etc. Food Stamps and education assistance are not considered income; and
  9. Signed 'Release of Authorization' form by all members 18 years and older for children over the age of 18 and who are still in school.
- E. Incomplete applications will not be accepted.
- F. DCH may request additional documentation to verify application information.
- G. Applicants shall attest to the accuracy of all information in the application. Providing false or misleading information, omitting or otherwise concealing relevant information is grounds for denial of assistance for two (2) years.
- H. DCH shall review applications within 30-days to determine eligibility and acceptance into the program.
- I. DCH shall notify the Applicant in writing of the decision to provide Program assistance. Approved Applicants for the Program shall be awarded a rental subsidy amount as determined by DCH for a period of up to twelve (12) months, depending on when the application was received.

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- J. Program Assistance shall begin after the application is approved and end on September 30<sup>th</sup> of each year. Applicants shall be responsible for reapplying each year to DCH after September 30, regardless of the Applicant's lease term with the landlord or owner.
- K. Approved Applicants shall sign an Urban Rental Assistance Program Contract (the "Contract") acknowledging the requirements of the Program, prior to receiving a rental subsidy.
- L. DCH shall provide notice to the landlord or owner of the unit, advising of the conditions of the Program and that DCH will be providing a rental subsidy on behalf of the Applicant. DCH shall not enter into a contract with the landlord or owner.
- M. In the event of an Applicant's death, the URAP contract shall be terminated immediately unless a member of the household can successfully meet all the requirements. This applies to the member wishing to remain in the deceased Applicant's apartment or house and subject to Landlord/Owner approval. A new lease must be provided.

#### IV. INCOME ELIGIBILITY

- A. Applicants participating in the Program must be deemed low income participants and meet the income limits according to household size. To determine income eligibility, DCH shall compare the Applicant's annual gross income to the HUD published limits or the local county limits (whichever is higher).
1. Annual income from full or part time employment is obtained by multiplying:
    - Hourly wages by 2,080 hours
    - Weekly wages by 52
    - Bi-weekly amounts by 26
    - Semi-monthly amounts by 24
    - Monthly amounts by 12
  2. If the source of income will not continue for the full 12 months, the annual amount shall be calculated as if it were to be received for the entire year. For example, if a family receives 36 weeks of unemployment at \$120 per week, multiply that amount by 52 weeks to arrive at an annual income. When the income source ends, the family shall inform DCH within ten (10) days. Failure to do so will result in denial of assistance.
- B. **Adjusted Income.** Annual gross income is needed to determine whether a household is income eligible to participate in the Program. Adjusted income is used to determine how much a household can afford to pay for housing costs. In accordance with 24 C.F.R. §1000.124, payments made by low-income families for rents in lease-purchase units cannot exceed thirty percent (30%) of the adjusted family income. To calculate adjusted income, DCH takes the participant's annual gross income and deducts the following exclusions:

1. Dependent deduction

- a. For persons under 18 and family members residing in the household who are over 18 and who are either full-time students or persons with disabilities.
- b. DCH must deduct \$480 from annual income for each household dependent. This deduction does not apply to the head of household or spouse because they would not be considered a dependent, even if they were disabled. **The household must qualify for the deduction at the time that the income certification is made.**
  - i. For example: If John Doe is a household member and 17 years of age at the time, but will turn 18 six months later, the family will receive the \$480 deduction. The recipient is not required to recertify the family six months later when the member turns 18. However, when the recipient recertifies the household's income the following URAP year, the family will lose the \$480 deduction (unless the 18-year old is a full time student or disabled).

2. Elderly and disabled families

- a. An elderly family is a household in which:
  - i. the head, spouse or sole member is 62 years of age or older;
  - ii. two or more persons who are at least 62 years of age and live together; or
  - iii. one or more persons who are at least 62 years of age and live with one or more live-in aids.
- b. A disabled household whose:
  - i. head (or his or her spouse), or sole member is a person with disabilities;
  - ii. two or more persons with disabilities living together; or
  - iii. one or more persons with disabilities living with one or more live-in aids also qualifies as a disabled household.
- c. Certain households may, however, include elderly or disabled family members and not qualify as an elderly or disabled household. A household that meets the definition of an elderly or disabled household is entitled to a deduction of \$400 per household.
  - i. For example, neither of the following households qualify as an elderly or disabled household:

Example A. Bob and Carol (50 and 49 respectively) let Bob's mother (age 70) live with them. Because Bob's mother is not the household head or spouse, this is not an elderly household.

Example B. Ted and Emily (both age 35) have a son (age 14) who is disabled. Because the son is not the household head or spouse, the household is not a disabled household.

3. **Medical and attendant Expenses.** Elderly and disabled households, as defined under (C) (2) may claim as a deduction medical expenses that are in excess of three percent (3%) of annual income. Medical expenses that may be considered include all medical expenses anticipated to be incurred during the coming year that are not covered by insurance.
4. **Child Care Expenses.** Reasonable child care expenses for the care of children age 12 and under may be deducted from annual income if the child care:
  - a. Enables an adult family member to seek employment activity, be gainfully employed, or further his/her education; and
  - b. Expenses are not reimbursed.
5. **Earned Income of Minors.** Any earned income of any member of the family under the age of 18 is not counted towards household income.
6. **Travel Expenses.** Excessive travel expenses shall be deducted for employment or education-related travel. DCH shall obtain a printout from "MapQuest", for verification.
  - a. Travel expenses shall not exceed \$25.00 per week or \$1,300 annually, for employment or education-related travel. Mileage (1 way x 2 ways x 52 weeks x the currently published IRS reimbursable mileage rate = Travel Expense).

## **V. RE-CERTIFICATION**

- A. DCH shall re-certify the eligibility and family income status of each applicant to determine eligibility for continued assistance one month prior to the end of the fiscal year.
- B. Applicants shall be required to submit a copy of their lease agreement if moving to another location including an original W-9 Form completed by the Landlord/Owner, income verification for all members in the household 18 years and older and a current CDIB.

## **VI. CONTRACT**

**GRIC Council Secretary Office**

- A. Approved Applicants shall enter into a Contract with the Community specifying the Applicant's and the Community's obligations under the Program, prior to receiving a rental subsidy. The Contract shall contain, but is not limited to, the following information:
1. names all of the household members that will live in the rental unit;
  2. the address of the rental unit;
  3. the term of the lease;
  4. monthly rent amount and the amount the Community will contribute each month;
  5. notification to the Applicant of the conditions in which, the Contract may be terminated and Program assistance will cease; and
  6. obligations under the Program.
- B. The Contract shall be signed by the Applicant and the Director of DCH.

#### **VII. TERMINATION OF CONTRACT**

- A. The Community may terminate the Contract and cease Program assistance for any of the following reasons:
1. Applicant's lease is terminated for any reason by the landlord/owner or the Applicant;
  2. the Applicant's family moves from the unit identified in the Contract;
  3. federal requirements authorize or mandate Program assistance cease;
  4. insufficient Program funds to continue assistance;
  5. the family dissolves, unless the Community determines that assistance may continue on behalf of the qualified members who remain in the unit; or
  6. the Community determines the Applicant has breached the Contract or otherwise become ineligible for Program assistance. .
- B. The Contract terminates automatically after the last Program assistance subsidy is made to the landlord or owner on September 30.

- VIII. APPEALS.** Applicants who are denied Program assistance may appeal the decision by filing a Notice of Appeal with the DCH.

**GRIC Council Secretary Office**

- A. A Notice of Appeal shall be hand delivered or mailed to DCH within five (5) business days of receipt of the decision. Appeals that are mailed shall be postmarked within the five (5) business days. The Appeal shall state in writing the following:
1. The Appellant's name, address, telephone number, and date of appeal; and
  2. The reasons for appeal and any documentation supporting why the Appellant should receive Program assistance.
- B. Upon receipt of the Notice to Appeal, the Housing Services Manager ("Manager") shall review the Appellant's documents and determine if the Appellant's submitted information changes the decision to provide Program assistance. If the decision to deny Program assistance remains, DCH shall provide written notice to the Appellant within five (5) business days of receipt of the Notice to Appeal. The decision of the Manager shall be reviewed and approved by the DCH Director.
- C. After a review by the Manager and DCH Director, if the Appellant is further denied assistance, the Appellant may request a formal hearing with the DCH Director and the Manager to review the decision of the DCH. A formal hearing shall be held within ten (10) business days.
- D. The purpose of the hearing is to provide an opportunity for the Appellant and the DCH Director to clarify the decision, correct any errors and present any supporting documentation concerning the decision to provide Program assistance. The DCH Director shall provide a written decision to the Appellant within five (5) business days after the hearing.
- E. The decision of the DCH Director is final and not subject to any further appeal.
- F. Appeals under this Policy shall be between individual Applicants and the DCH. Appeals do not apply in the following situations:
1. Disputes between Applicants in which the Department is not involved;
  2. Changes in DCH policies and procedures;
  3. Immediate termination between the Applicant and landlord/owner; or
  4. The previous termination of Urban Rental Assistance.

**GRIC Council Secretary Office**