

QUINALT HOUSING AUTHORITY
RESOLUTION NO. 2014-11-13-02

**A RESOLUTION RESCINDING THE PREVIOUS QUINALT HOUSING AUTHORITY
PET POLICY AND AGREEMENT AND ADOPTING A NEW PET POLICY.**

WHEREAS, the Quinault Housing Authority is an entity of the Quinault Indian Nation, established in accordance with the provisions of Title 80 of the Quinault Tribal Code; and

WHEREAS, the Board of Commissioners of the Quinault Housing Authority is empowered pursuant to the powers delegated to the Authority under QTC 80.05.030(p) to make rules and regulations in furtherance of the goals of the Quinault Housing Authority, as an entity of the Quinault Indian Nation, acting through its duly appointed and acting Board of Commissioners; and

WHEREAS, the Board of Commissioners of the Quinault Housing Authority is desirous of rescinding its previous Pet Policy and Agreement and adopting a new Pet Policy to ensure the protection of the health and safety of the community;

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of the Quinault Housing Authority hereby adopts the attached PET POLICY, which shall become effective upon adoption, as the Policy of the Quinault Housing Authority; and

BE IT FURTHER RESOLVED, that any judicial action pending at the date of the adoption of this resolution shall not be affected by the adoption of the revised policy attached hereto, and such judicial action shall proceed pursuant to such hereinbefore adopted applicable policy; and

BE IT FURTHER RESOLVED, that the previously adopted QHA PET POLICY AND AGREEMENT adopted pursuant to QHA Resolution Number 02-03, and any provisions of any other QHA policies applicable to pets and/or other animals in conflict with the newly adopted PET POLICY are hereby repealed and rescinded as of the effective date of this resolution; and

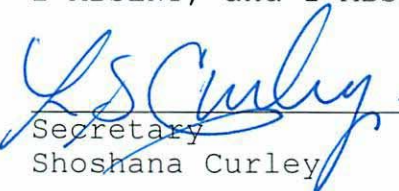
BE IT FURTHER RESOLVED, that the Executive Director is hereby authorized and directed to provide a copy of this revised Policy to all QHA employees and program participants forthwith; and

BE IT FURTHER RESOLVED, that this PET POLICY shall become effective forty-five (45) days after its adoption.

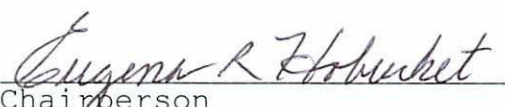
BE IT FURTHER RESOLVED, that nothing herein shall be deemed to be a waiver of the sovereign immunity of the Quinault Housing Authority.

CERTIFICATION

As duly elected Secretary for the Quinault Housing Authority, I hereby certify that Resolution No. 2014-11-13-02 was adopted at a Special Meeting of the Board of Commissioners on November 13, 2014, and that a quorum was present and voting 4 FOR, 0 AGAINST, 2 ABSENT, and 1 ABSTAIN.



Secretary
Shoshana Curley



Chairperson
Eugena Hobucket

DATE: _____



Quinault Housing Authority

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(360) 276-4320 | FAX (360) 276-4778 | 1-888-891-0017

December 18, 2014

NOTICE OF NEW PET POLICY TO ALL CURENT PROGRAM PARTCIPANTS

Dear Program Participant:

This letter is to inform you that the Quinault Housing Authority Board of Commissioners adopted a revised Pet Policy on November ___, 2014, which goes into effect on November ___, 2014.

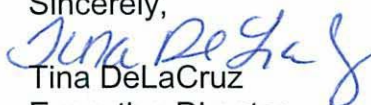
Please take the time to read the new Pet Policy. You need to sign the front page of the Policy, a copy of which is included with this packet, and return the signed page to the QHA. In addition, you will need to fill out a new Registration form at the back of the policy for each pet in your residence, and return this to the QHA. We have included two registration forms in case you have two pets in your residence.

The most important changes from the existing policy include:

1. The Pet Deposit Charge has been increased to \$250.00 per Pet. You will have six (6) months to pay the deposit in full for each pet. I have included a payment agreement with this letter if you wish to spread payments over the six month period. You can fill out the Payment Agreement and return it to the QHA.
2. Any dogs that are over 20 inches in height must be kept outside the unit. If this affects your current pets, I ask that you contact the QHA and speak with me about this provision of the Policy.

If you have any questions or concerns you can contact the office and speak with Katrina DeLaCruz or with me.

Sincerely,


Tina DeLaCruz
Executive Director

QUINAULT HOUSING AUTHORITY

PET POLICY



Approved by the Quinault Housing Authority Board of Commissioners this 13th day of November, 2014 during its duly convened Special Meeting, during which a quorum of its members was present, by a vote of 4 for, 0 against, 1 not voting, and 2 absent. The effective date of this Policy is January 18, 2015.

For
All Projects & Programs Managed By

Quinault Housing Authority

I have received the Quinault Housing Authority Pet Policy and agree to abide by all the rules and regulations in the Policy.

Tenant Signature

Date

I. Purpose

It is the intention of Quinault Housing Authority (QHA) to ensure safe dwellings and sanitary environments for residents of QHA managed housing units. It is also the intent of QHA to comply with Quinault Indian Nation Ordinances applicable to animals and zoning or land use restrictions within this Policy/Agreement. This Policy sets forth the requirements that govern the keeping of common household/yard pets by residents in QHA owned, operated, or managed housing units including all rental and homeownership units. These policies will ensure pet ownership does not interfere with the rights of all residents to enjoy clean, quiet, safe and healthy surroundings. This Policy is intended to protect all residents' well-being and properties of the QHA. For this reason, the QHA has adopted a restrictive pet policy to keep the impact of pets in the community to a minimum. All pet violations will be strictly enforced by the QHA and the QIN Animal Control Officer.

Quinault Housing Authority will not deny applications for housing or continued occupancy in housing covered under this Policy/Agreement because an applicant or resident owns a pet, provided that the conditions of the Policy/Agreement are met.

The provisions of this Policy shall apply to all existing tenants on the effective date of this Policy.

II. Applicability

This Policy is applicable to all residents in QHA owned, operated or managed housing and includes all rental and homeownership units.

III. Verification of Physical Impairment.

Any resident who requires a service animal will be required to provide the QHA with written verification from a physician or other qualified health care provider describing the impairment and how the service animal will alleviate the impairment.

IV. Eligibility Requirements.

Prior to a resident keeping a pet on the premises, the pet must be approved by QHA, the resident must sign this Policy and Agreement, and a secondary pet caretaker must be named. The QHA must approve all pets in writing prior to the pet occupying the property. The following eligibility requirements apply to all pets and tenants.

A. Security Deposit.

A Pet Security Deposit of \$250.00 per pet approved is required. The Pet Security Deposit will be returned to the resident within thirty (30) days of the move out inspection provided there are no pet related damages owed to QHA. Tenant liability for damages caused by a pet is not limited to the amount of the pet deposit. Tenants must agree to pay the full cost of any pet related damages. Tenants must pay one half of the pet deposit due prior to occupancy of a unit, or occupancy of a pet in the unit if the tenant is a current tenant adding a new pet, and must sign a Payment Agreement to pay any remaining balance due within 6 months of the pet's occupancy in the unit.

B. Registration.

All pets must be registered by the Owner, and the Tenant must provide the QHA with:

1. A photograph of the pet
2. Documentation of inoculations including rabies and distemper/parvo vaccines, hepatitis, parainfluenza, rhinotracheitis, calcivirus, and panleukopenia, as applicable.
3. Identification tag numbers. Identification tags must have the owners name on the tag.
4. Evidence of a license issued by the QIN as applicable.

C. Liability Release Statement.

All pet owners must sign a statement releasing the QHA of any liability if their pet should cause injury to any person or person's property.

D. Number of Pets Restricted.

A total of 2 permitted pets (as identified in permitted common household pets) are allowed per housing unit. There shall be no feeding of stray animals on the premises. To do so is considered keeping a pet without permission or authorization of the QHA.

E. Permitted common household pets.

The QHA may approve the following as permitted pets on QHA properties:

1. Birds-canary, parakeet, finch and other species that are normally kept in cages. No birds of prey are permitted.
2. Fish tanks or aquariums - not to exceed 20 gallons in capacity. Poisonous or dangerous fish are not permitted.
3. Dogs – under 20 in inches in height are permitted inside QHA housing units. Dogs over 20 inches in height are not permitted as indoor pets and must be kept on the QHA property outside of the housing unit.
4. Cats – must have a scratching post or be de-clawed. They must be provided with a litter box and be litter box trained

F. Prohibited Pets.

The QHA reserves the right to disapprove any pet. The following types of pets are absolutely prohibited without exception:

1. Exotic species including but not limited to reptiles such as snakes, lizards and alligators.
2. Rodents, including but not limited to rabbits, rats, mice, gerbils, or hamsters.
3. Wild animals including but not limited to tigers, lions, leopards, cougars, wolves and fox.
4. Livestock animals including but not to chickens, turkey, cows, pigs, horses, ducks, geese.
5. Dog breed or dog breed crosses prohibited by the Quinault Indian Nation, and the following breeds or cross breeds: Pit Bulls, Dobermans, Rottweilers, and any dog crossed with a wolf or coyote.

III. Pet Care & Responsibility of Owner.

It is the responsibility of the Tenant to ensure that the following Pet care requirements are met. Failure to meet the requirements listed below is a violation of the Lease Agreement and will result in lease enforcement action which may include, but is not limited to, termination of the Lease Agreement.

A. Dogs must be Confined Properly.

Dogs must be confined to the tenant's premise and leashed or kenneled at all times. Pets which are unleashed, or which are not under the control of the tenant will be impounded by the QIN Animal Control Officer. It shall be the responsibility of the tenant to reclaim the pet at the expense of the owner. At no time may the pet be tied or roam freely where it can get into a neighbor's yard.

B. All Pets Must be Under the Control of the Owner.

All pets must be properly and effectively under control and restrained by a responsible individual at all times. At no time may the pet be tied or roam freely where it can get into a neighbor's yard.

C. Tenant Liability.

Any unleashed pet that causes bodily injury to any resident, guest, visitor or QHA staff shall be immediately and permanently removed from the premise without prior notification. The Tenant and/or owner will be personally and solely responsible for liability.

D. Proper Restraint During QHA Employee Scheduled Business.

If QHA staff are scheduled to perform official business at the unit, the tenant shall make sure any pet on the premise is properly restrained. If the animal is not properly restrained, the tenant will be charged a fee of \$15.00. If the situation occurs again, the pet will be impounded and taken to the QIN Animal Shelter and all costs to recover the pet will be at the expense of the owner.

E. Unattended Pets Off the Premises. No pet shall be left unattended outside of the tenant leased property on any QIN lands without authorization from the QIN, or on any other lands leased or owned by the QHA.

F. Pet Waste Disposal.

Any waste generated by a pet must be disposed of promptly. All waste must be placed in a plastic bag, tied securely and deposited directly into the trash receptacle outside of the rental unit. No waste is to ever be flushed down the toilet. All animal wastes must be picked up and the area thoroughly cleaned by the Tenant. Failure to do so will result in a \$5.00 removal fee per occurrence, and repeated violations will be cause for termination of the Lease Agreement.

Cats must be trained to use a litter box, which must be plastic and kept inside of the residence. Cat litter must be disposed of often enough to keep the residence free of odor. The litter when disposed of must be sealed in a plastic trash bag and placed in a trash container.

G. Deceased Pets.

Pet owners are responsible to remove deceased pets within 12 hours of the pets' death. Deceased animals may not be disposed of in the garbage dumpsters or on Housing grounds.

H. Care of Pet Bedding.

Pet bedding is to be kept clean to avoid odors, fleas, ticks, parasites or diseases.

I. Control of Fleas.

Any pet that contracts fleas or any residence which is infested with fleas or parasites to the extent it requires treatment must be treated by the Tenant within forty-eight (48) hours of discovery at the expense of the Tenant. Any premises which has to be exterminated by the QHA for fleas or parasites will result in a charge for time and materials or contracted service provider charges.

I. Care of QHA Outdoor Premises.

Residents are responsible to keep the yard raked and cleaned up in the area where the pet is kept. In the event QHA staff have to clean up during ordinary lawn maintenance, a \$50.00 fee per clean-up will be charged to the Tenant. Three occurrences of non-compliance will be grounds for termination of lease.

J. Pet Behaviors that Disturb the Right of Residents to Peaceful Enjoyment.

If a pet is creating excessive noise, barking, whining or digging that is disruptive to others, the Tenant must take care of the problem immediately. If the problem persists, the Tenant will be given a written notice to remove the pet from the premise within three (3) days.

K. Secondary Caretaker Required.

Tenants must be physically able to take care of the pet regularly, or must make appropriate arrangements with an assigned secondary pet caretaker. Each Tenant must provide the name, address, and a phone number of a person who will act as a secondary pet caretaker if the pet owner is unable to take care of the pet. In the event that the secondary pet caretaker

cannot be reached or refuses to assist with the pet, and the Tenant is unable to take care of the pet, the QHA will notify the Quinault Indian Nation Animal Control Officer, and the pet will be removed from the premises by the QIN Animal Control Officer.

If a Tenant is acting as a temporary pet caretaker, the time period when the care is permitted on the QHA premises is two (2) weeks. The Tenant who is the pet caretaker must submit a full Pet Security Deposit, which will be returned when the pet is no longer on the premises after an inspection to ensure there are no pet damages to the premises.

IV. Enforcement.

Violations of this Pet Policy will result in notice of violation and actions required to cure the violation, or notice to the owner to remove the pet. If the pet is not removed within three (3) days after a Notice to remove the pet, the Lease Agreement may be terminated in accordance with QHA Lease Compliance Policies.

PET REGISTRATION FORM

Pet Description: Type of pet: _____ Breed: _____
 Color: _____ Mature size: _____
 Current Age: _____ Sex: _____ Pet Name: _____

Pet Fee: The Sum of _____ is hereby paid by the tenant. This additional fee shall not be construed or applied as rent. This sum is not used as a monthly fee, and will be refunded, less damages, to the Tenant upon termination of lease.

Photograph in File: _____

License #: _____

Letter from Attending Veterinarian in File on Innoculations _____

Rabies Tag #: _____

All deposits and supporting documentation must be provided to QHA staff prior to move in of unit; or introduction of new pet for current residents; failure to comply will result in termination of rental lease. Tenant agrees that Tenant is solely responsible for any damage to property or persons by the pet, and agrees to indemnify and hold harmless the QHA, and all QHA employees from any and all liability whatsoever.

Tenant Signature

Date

Owner Signature

Date

Quinault Housing Authority Representative

Date