

Policy: Jijak Camp Usage	Policy Number:
Section:	Responsible Official: Public Works Director; Chief Operations Officer
References: Property Usage Policy	Policy Type: Departmental
Approval Date: 09/08/2023 Date Revised: Effective Date: 09/08/2023	Tribal Council Secretary Signature:

Purpose: To ensure that the Jijak Camp shall be used in a manner that represents the Tribe’s mission and in accordance with the Property Usage Policy and all rules and regulations set forth by the Gun Lake Tribe.

I. POLICY

It is the policy of the Gun Lake Tribe (hereinafter GLT) to ensure that the Jijak Camp is available for use by Tribal Citizens, the general public and governmental programs, in a safe and proper manner.

II. SCOPE

This policy applies to the use of the Jijak Camp and those persons or entities who are using the property.

III. AUTHORITY

The Chief Operations Officer has the responsibility for management and enforcement of this policy in collaboration with the Public Works Department.

IV. DEFINITIONS

- A. **Agreement or Application** - the Camp Jijak Reservation Request Application and Jijak Terms of Lease Agreement that the Department of Public Works shall make available to the public.
- B. **Applicant** - the person or entity identified as the applicant on an Application.
- C. **Camp Jijak** - the camp property, owned by the Gun Lake Tribe, located at 2558 20th Street, Hopkins, Michigan 49328.
- D. **Camper** - any person listed as a camper on the Application.
- E. **Campground** - the cabins, camp sites, bath houses and other areas of the campground located within Camp Jijak property.
- F. **Chief Operations Officer** – the GLT’ Chief Operations Officer.
- G. **Citizen** - a duly enrolled member of the GLT.
- H. **Deposit** - means any payment which must be submitted with an Application, the amount of which may be adjusted by the Tribe from time-to-time.
- I. **Facilities** – means the following facilities, or areas of facilities, owned by the GLT, along with any furnishings, fixtures, and equipment, cookware, cutlery, utensils and dishes (if applicable).
 - 1. Jijak Camp
 - a) Baseball Field
 - b) Beach and Boats
 - c) Cabins (#1 - #9)

- d) Dining Hall
- e) Kitchen
- f) Playground
- g) Primitive Camping
- h) Recreation Building
- i) Basketball Court

- J. **GLT** - means the Gun Lake Tribe, including any department of the GLT or any entity which is wholly owned by the GLT.
- K. **Guest** - means any guest or invitee, or any other who enters the subject premises with the consent of the licensee or any camper between the start time and end time covered by the Application.
- L. **Lessee** - the person or entity identified as the Lessee on a fully executed Agreement.
- M. **Non-Citizen** - any person or entity other than a Citizen or Spouse of the GLT.
- N. **Maintenance Worker** – means a Public Works employee whose primary responsibility is the maintenance of Camp Jijak.
- O. **Official** - any person(s) authorized by the Chief Operations Officer to administer this policy.
- P. **Official Use** - use of Camp Jijak for any event which is conducted, organized or sponsored by the GLT.
- Q. **Policy** - this Camp Jijak Use Policy.
- R. **Private Use** - any use of Camp Jijak other than Official Use.
- S. **Spouse** - means any person married to, or recognized as being married to, a Citizen.

V. PRIORITY OF USE

- A. The GLT, by and through the Department of Public Works, will accept reservations for private use of Camp Jijak by Citizens and spouses on a first- come-first-served basis, which shall be determined based upon the date and time the GLT receives a completed Application and Deposit from the Applicant.
- B. If the GLT seeks to use Camp Jijak for official use, then the GLT retains the right to cancel any reservation for private use of Camp Jijak and to terminate any Agreement with the Applicant without liability or recourse, subject however, to appeal to the Chief Operations Officer under Subparagraph VII (F) of this Policy.
- C. If the GLT determines that any Private Use by Non-Citizens will advance or promote a public or GLT program, interest or goal, then the GLT retains the right to cancel any reservation for private use of Camp Jijak and to terminate any agreement without liability or recourse, subject however, to appeal to the Chief Operations Officer under Subparagraph VII (F) of this Policy.
- D. The Official will maintain an up-to-date calendar to monitor all reservations.
- E. The Official will maintain up to date files including agreements relating to use of Camp Jijak.
- F. The Official will endeavor to provide an applicant with notice of any cancellation or termination promptly after any decision is made.

VI. USE LIMITS

- A. The Official will accept reservations for Private Use of Camp Jijak, or permit a Lessee to use the same Camp Jijak under agreement:
 - 1. For no more than four (4) consecutive days; and
 - 2. A minimum of four (4) days have passed since the date of last use under an Agreement.
- B. Exception for length of reservation. The Official may approve an Application for a length of time greater than four (4) consecutive days for purposes of camping or using one of the cabins at Camp Jijak. The Official will address each such request on a case-by-case basis. The applicant may appeal the Official's decision if denied in accordance with Section VII(F) of this Policy. The Chief Operation Officer's decision on appeal

concerning an application for leasing a cabin or campsite at Camp Jijak longer than four (4) consecutive days is final.

- C. In addition to the above limitations, the Official may deny an application if the official reasonably concludes that the frequency of the applicant's use of the Camp Jijak for private use has, or will, deny a fair opportunity for Citizens and spouses to use the Camp Jijak for private use.
- D. A lease at Camp Jijak for purposes of camping and/or use of the Cabins does not guarantee access to any of the other facilities at Camp Jijak.

VII. ELIGIBILITY

- A. An applicant must be at least eighteen (18) years of age, regardless of Tribal affiliation.
- B. Any Applicant who failed to comply with an agreement shall not be eligible to apply to use Camp Jijak for private use for one (1) year from the date of such non-compliance.
- C. Any person who is ineligible to enter Camp Jijak under GLT Law shall not be eligible to use Camp Jijak for private use.
- D. The Official shall reject an application if:
 - 1. It is incomplete;
 - 2. The Applicant is not eligible to use Camp Jijak for Private Use;
 - 3. Any Deposit was not paid in full at the time the Application is submitted; or
 - 4. The use time limits in Section VI of this Policy apply;
 - 5. The reservation/event date is within five (5) days of application date.
- E. The official shall inform each applicant, in writing, of their decision to approve or deny an application.
- F. An applicant may appeal any decision of the Official to the Chief Operations Officer.
 - 1. The appeal must be submitted, in writing, within five (5) business days of being notified of the decision.
 - 2. The Chief Operations Officer shall review and render a decision within five (5) business days on any appeal.
 - 3. All decisions of the Chief Operations Officer on the appeal are final and not subject to further appeal.

VIII. APPLICATIONS

- A. Any person who seeks to use Camp Jijak for Private Use must:
 - 1. Complete, sign and return the Camp Jijak Reservation Request Application;
 - 2. Complete, sign and return the Lease Agreement;
 - 3. Upon request, provide a GLT enrollment card to verify that the Application is associated with a Citizen or proof of marriage to a Citizen; and
 - 4. Pay in full any Deposit and payment (if applicable).
- B. Copies of the Applications and Agreement and this Policy may be obtained by:
 - 1. Emailing a request to the Public Works Executive Assistant;
 - 2. Calling 269-397-1650; or
 - 3. Accessing the GLT website.
- C. Applications will not be accepted more than:
 - 1. Six (6) months in advance of the date on which the person seeks to use Camp Jijak; and
- D. The person who signs the Application shall be the point of contact with the official, unless the Lessee delivers to the Official written notice designating another person to serve as the point of contact.

IX. PERMIT

- A. The Application which has been signed by the official shall serve as the permit to use Camp Jijak, subject to the limitations of this Policy and the Agreement.
- B. While using Camp Jijak, the Lessee shall display the permit in the windshield of a vehicle.

C. While using the facilities, the licensee shall possess and exhibit, upon the demand of the GLT, the permit.

X. DEPOSIT AND FEES

- A. Any required Deposit must be paid in full when an Application is submitted.
 - 1. There is a rental charge of \$50.00 for Tribal Citizens or for a Tribal Citizen's parent/legal guardian. However, \$25.00 of the rental fee will be returned to the Lessee within fourteen (14) business days of the completion and approval of the Post-Event Checklist.
 - 2. There is a rental charge for non-citizens: Up to four (4) hours- \$250.00; between four (4) and six (6) hours- \$400.00; Over six (6) hours- \$600.00.
- B. Subject to the provisions of the agreement, the Official shall refund the deposit upon expiration or termination of the agreement.
- C. Any refund of the deposit shall be returned to the applicant within fourteen (14) calendar days through mailing to the address stated on the application, as determined by the official.
- D. The GLT retains the right to subtract from any refund the deposit, any charges, fees and expenses arising from any breach of the agreement by the applicant.
- E. Nothing in this policy shall prohibit the GLT from assessing any charges, fees or expenses in excess of the Deposit.
- F. An Application fee and/or Deposit may be waived for private use of Camp Jijak by Tribal Citizens or their spouses.
- G. The Chief Operations Officer may, from time-to-time, approve and amend a schedule of fees and deposits applying to use of the Camp Jijak for private use by Non-Citizens.
- H. In order to qualify for full refund of eligible portion of the security deposit, the Lessee must complete the tasks outlined on the Post-Use Checklist (which the Tribe provides to the Lessee at the time of reservation but can also be found in the kitchen). The Checklist must be completed and left on the kitchen counter post-event. Failure to complete the tasks and checklist may result in forfeiture of deposit.

XI. AREA OF USE

- A. The Reservation Request Application will identify the facilities and designated areas of use at Camp Jijak.
- B. The area of use includes areas of ingress and egress and any public restrooms located within the Camp Jijak property.
- C. The Lessee shall not use or enter and, shall ensure that no camper or guest uses or enters, any portion of the Camp Jijak not authorized under the agreement or any other area which is closed to the public.

XII. INSPECTION

- A. The Lessee shall:
 - 1. Prior to any use of the Camp Jijak for private use, inspect all portions of the Camp Jijak which may be used or accessed under the agreement for any damage, defect or condition of any nature that appears hazardous to life, health or safety;
 - 2. Immediately notify the official of any damage, defect or condition of any nature that appears hazardous to life, health or safety; and
 - 3. Not use and, ensure that no camper or guest uses, any facilities at Camp Jijak if any damage, defect or condition of any nature appears hazardous to life, health or safety.
- B. GLT employees and representatives have the right, but not the obligation, to enter Camp Jijak at any time, with or without notice, for any lawful purpose whatsoever, including without limitation, to inspect the Camp Jijak and monitor compliance with this Policy.

XIII. KEYS

- A. A key may be required to access the facilities and campground cabins. The Lessee must personally pick up and return all keys with the exception for keys to the Dining Hall and/or Recreation Building.
 - 1. Keys for the Dining Hall and/or Recreation Building will be accessed via lock box on the Jijak premises. This lock box is located near the door to the kitchen on the Dining Hall building.
 - a) The Lessee will be assigned a PIN at the time of their reservation approval. To access the key within the lock box, the Lessee shall input their PIN and press the "unlock" key on the keypad. Once the box chimes, the face of the lock box should be pulled forward and down to open. Keys should be stored inside the secured lock box when not in use.
 - i. PINs are issued individually and should never be shared with anyone else.
- B. Keys may be picked up by appointment at the Public Works Building. (This only applies to non- Dining Hall and Recreation Buildings)
- C. The Lessee is responsible for controlling access to the subject facilities, including taking reasonable steps to ensure that unauthorized persons do not access or remain at Camp Jijak.
- D. The Lessee is responsible for any damage or loss of any nature whatsoever caused by Lessee or any camper or guest to the Camp Jijak or any furnishings, fixtures and equipment and arising inconnection with any noncompliance or violation of this Policy.
- E. The Lessee is solely responsible for the security of the keys and shall ensure that:
 - 1. The keys are not copied or reproduced in any way;
 - 2. No locks are altered or changed; and
 - 3. No additional locks are placed on Camp Jijak.
- F. Before leaving the subject Facilities or any campground cabin, the Lessee shall ensure that:
 - 1. No unauthorized persons remain;
 - 2. All equipment has been properly turned off;
 - 3. All windows and doors have been properly locked; and
 - 4. The Post-Event Checklist is completed, signed, and left for Maintenance Worker's review.
- G. All keys shall be returned by:
 - 1. Key for the Dining Hall and/or Recreation Building should be returned to and locked back in the lock box, located by the kitchen door of the Dining Hall Building; or
 - 2. Delivering the keys to the Public Works Building (if applicable).
 - 3. If keys aren't returned, or are lost or stolen, this must immediately be reported to the Maintenance Worker, Official, or Public Works Department. Lost keys will result in the replacement of the cylinder and key set. The Lessee will be charged a replacement fee of \$150.00.

XIV. RULES

Lessee shall comply with all established and posted camp rules.

XV. NO WAIVER

Nothing in this Policy is intended or shall be construed to waive the sovereign immunity of the GLT or any of its officials, employees, or representatives.