



NCA 15-008

CLASSIFICATION: #11. COMMUNITIES

A LAW OF THE MUSCOGEE (CREEK) NATION REPEALING TITLE 11, CHAPTER 4, ENTITLED "CHARTERED COMMUNITY USE OF TRIBAL LANDS AND BUILDINGS" AND REPLACING IT WITH A NEW TITLE 11, CHAPTER 4, ENTITLED "CHARTERED COMMUNITY COOPERATIVE USE OF TRIBAL LANDS AND BUILDINGS"

Be it enacted by the National Council of the Muscogee (Creek) Nation:

SECTION ONE. NEW LAW. The following new Law is hereby enacted:

Section 1-101. Findings. The National Council finds that:

A. NCA 92-169 originally authorized the execution of Facility Use Agreements for the purpose of allowing Tribal Communities to use Tribal Trust lands for Community activities.

B. The use of Facility Use Agreements by the Nation over the years has become time-consuming and inefficient.

C. There is a need to repeal the use of Facility Use Agreements and establish Tribal Law that addresses the use of Tribal Trust lands by Tribal Communities without the need of entering into a formal written agreement.

SECTION TWO. REPEALER. MCNCA Title 11, Chapter 4, ENTITLED "Chartered Community Use of Tribal Lands and Buildings" is hereby repealed.

SECTION THREE. NEW LAW. The following new law shall be codified in Title 11, Chapter 4 of the Code of Laws of the Muscogee (Creek) Nation; provided that for purposes of codification of said new law and its inclusion in pocket parts for the Code of Laws of the Muscogee (Creek) Nation, the Codification Committee is hereby authorized: (1) to approve any changes related to the manner in which sections, articles, chapters and sub-chapters are designated in this law in order to be consistent with the format in

the Code of Laws published in 2010 by West Publishing Company; (2) to include footnoted references to the legislative history in said pocket parts to the Code of Laws; and (3) to note in said pocket parts any editorial correction of minor clerical or grammatical errors in the following new law:

**CHAPTER 4. CHARTERED COMMUNITY COOPERATIVE USE OF TRIBAL
LANDS AND BUILDINGS**

SUBCHAPTER 1. DELEGATION OF AUTHORITY

§4-101. Authorization. By virtue of this Chapter, the Chartered Creek Indian Communities (hereinafter the "Community") are authorized to use Tribal lands and buildings for the purpose of furthering governmental operations and community development.

SUBCHAPTER 2. USE AGREEMENTS AND OTHER INSTRUMENTS ABOLISHED

§4-201. Revocation and Cancellation. All previous instruments, devices, use agreements and permits purporting to authorize the use of Tribal lands and buildings by Communities are revoked, cancelled and hereby declared null and void.

§4-202. Laws Amended. All previous National Council laws authorizing the use of Tribal lands and buildings are hereby amended to provide for the provisions and purpose of this Chapter.

SUBCHAPTER 3. COOPERATIVE USE PROVISIONS

§4-301. Effective Date. The Cooperative Use Provisions shall become effective immediately upon the proper approval and execution in accordance with the requirements of the Muscogee (Creek) Nation Constitution.

§4-302. Allowable Activities. A Community may use tribal Property and Facilities subject to the following conditions and restrictions:

- A. Authorized Activities. A Community is authorized to use the property and facilities for the following activities: 1) Meetings and operations; 2) Community fund-raising activities, such as bake sales and garage sales;

3) Social, cultural and educational purposes; 4) Tribal services/purposes such as, but not limited to, the Elderly Nutrition Program, Diabetes Prevention, Language Program and Tribal Elections; 5) The Leasing of the property and facilities; and 6) Community business operations.

- B. Leasing of Property. The use of the facilities and property by any Community member, citizen or outside party for a period in excess of one month. The Community shall refer any request to lease the property to the Office of Community Research & Development who shall submit the request to lease to the Office of the Principal Chief. Upon approval of the Principal Chief the lease request shall be submitted to the National Council for approval. No lease shall be valid until approved by the National Council by Tribal Resolution and signed by the Principal Chief. Upon approval by the National Council, a Lease Agreement shall be entered into between the Nation and the Community member, citizen or outside party.
- C. Temporary Use of Property. The use of the facilities and property by a Community member, citizen or outside party for a consecutive period of four days to one month. The Community shall refer any request for the temporary use of the facilities and property to the Office of Community Research & Development who shall submit the request for temporary use to the Office of the Principal Chief. Upon the approval of the Principal Chief the request for temporary use shall be submitted to the National Council for approval. No Temporary Use shall be valid until approved by the National Council by Tribal Resolution and signed by the Principal Chief. A Temporary Operating Permit shall be entered into between the Nation and the Community member, citizen or outside party.
- D. Short-Term Use of Property. The use of the facilities and property by a Community member, citizen or outside party for a period of one to three consecutive days. Short-Term use of the property and facilities may be granted upon the approval of the Community pursuant to the Community Policy; however, if the Short-Term Use is with a federal, state or local authority, the Short-Term Use shall require the approval of the Principal Chief and National Council by way of Tribal Resolution, utilizing the procedure set forth above in Paragraph C, without the requirement of a Temporary Operating Permit.

- E. Unauthorized Activities. A Community is unauthorized to use the property and facilities for the following activities: 1) Individual Political campaigning; 2) Solicitations by individual and/or corporate vendors; and 3) Any illegal activities.
- F. Funds generated from the Leasing, Temporary Use or Short-Term Use of the property by the Community shall be retained by the Community.

§4-303. Elderly Nutrition Program Duties and Responsibilities. This Section applies to those Communities with Elderly Nutrition Programs housed within their Community Center. The duties of the Community and the Elderly Nutrition Program shall be as set forth below:

- A. Community Duties and Responsibilities.
 - 1. A Community Official and Elderly Nutrition Program Supervisor shall make a visual check of equipment and cleanliness before and after a function to ensure that no Program supplies, including food products, are either damaged or missing. Community shall be responsible for said repair or replacement costs.
 - 2. Community shall notify Program, at least one (1) day in advance when the kitchen and dining shall be used by the Community or Nation during normal Program operation hours.
 - 3. Community shall share the parking lot with the Program and the Community shall keep the parking lot clean.
 - 4. Community shall maintain the trash and garbage pickup service.
 - 5. Community shall be responsible for pest control and grease trap at no cost to the Program.
 - 6. Community shall be responsible for payment of all utility bills.
 - 7. Community shall provide janitorial services and maintenance only when the Community utilizes the building. The Community should use acceptable levels of sanitation practices in handling food and equipment to safeguard public health.
 - 8. Community shall provide Program with two (2) keys to the facility. One (1) key will be checked out to the Program's Head Cook and

one (1) key will be kept at the Central Program Office (used only in emergency situations).

9. Community shall not interfere with Program activities.
10. Community shall submit a monthly invoice to Program.

B. Elderly Nutrition Program Duties and Responsibilities.

1. Program shall have exclusive use of the building from 7:00 am to 3:30 pm during Program operation hours. If the Community needs to use the building during normal working hours, notice needs to be given to the Program so the Program can still carry out service by offering carry-out service to individuals.
2. Program shall have exclusive use of the storage room, commercial freezer(s) and refrigerator located in the kitchen/dining area(s). Upon the need to replace equipment, Program shall be responsible for new equipment. All equipment shall remain in the building if the Program no longer provides services to the Community.
3. Program shall be responsible for maintaining routine repairs and maintenance of kitchen equipment as long as Program is located at the facility. GSA/Facilities shall be responsible for the oversight/performance of all repairs.
4. Program shall be responsible for the janitorial supplies for the restrooms.
5. Program shall pay the Community a monthly rent. Community shall submit a monthly invoice to Program.
6. Program has the option to terminate its operation based on need and operational cost effectiveness.
7. Program shall be responsible for daily cleanup of area used and removing trash to the appropriate area.
8. Program shall follow all policies and procedures adopted by the Elderly Nutrition Program. A copy of all policies and procedures shall be available to any individual who wants to review said policies and procedures.
9. The Program shall abide by the Food Code adopted by the Program and require all Employees to wear hairnets and gloves during preparation and service of food. All Employees shall also

receive their food handler's permit through the Nation before working in the kitchen.

§4-304. Use by Nation. The Nation reserves the right to utilize the property and upon seven (7) days notice to the Community, shall be authorized to use the property for activities, including but not limited to elections, public hearings, social service field activities, satellite offices, public forums, meetings, food distribution, training, education, health services, research and development. The Nation and the Community shall make every effort to work together to avoid the disruption of any planned Community activity.

§4-305. Emergency/Disaster Situations. The Nation shall re-enter the property in times of emergency/disaster. The Nation reserves the right to utilize, renovate and equip the property during an emergency/disaster situation, which will enable the Nation to adequately accommodate the needs of all citizens during these times of need. In the event that the property is utilized by the Nation in an emergency/disaster situation, Risk Management shall coordinate all relief efforts, and said relief efforts shall be the number one priority for the property. The Nation's relief efforts will take precedence over the Community's efforts. The Community shall work with Risk Management to ensure that relief efforts are not hampered in any way. If damage should occur to the facility while the Nation has re-entered the property, the Nation shall be responsible for any repair costs associated with said damage. The Nation shall provide the Community with a copy of the Emergency Operation/Action Plan.

§4-306. Keys. Upon the effective date of this Act, the Community shall provide the Nation and Community Research & Development with a copy of all keys to the facilities on the property. Keys shall be kept at the GSA/Facilities Offices. The Nation shall notify the Community when keys will be used for emergency situations. In the event that the locks are changed on any Community facilities, the Community must immediately provide keys to the Nation.

§4-307. Insurance. The responsibility for Insurance shall be as follows:

A. Nation responsibility.

1. Property Insurance. The Nation shall carry property insurance, which shall cover the property, facility, facility contents and equipment. The Community shall provide Risk Management with a detailed inventory

list. In addition, the Nation shall also carry general liability insurance on the property that shall cover the Nation's programs and Community functions that benefit the social, educational or cultural advancement of the Community's members.

2. Vehicle Insurance. The Nation shall carry vehicle insurance on any tribally owned vehicle utilized by the Community. The Community shall provide the Nation with a copy of the Community Vehicle Policy. The Community shall provide a list of all individuals who will be driving the tribally owned vehicle along with a copy of each driver's license to Risk Management. The Community shall update this list when new drivers are added. Failure to do so may result in the tribally owned vehicle being forfeited by the Community until the information is turned in to Risk Management. The borrowing, lending or renting of a tribally owned vehicle to a third party is prohibited. The Community will be financially responsible for any and all costs associated with an unauthorized driver accident and will forfeit the use of the tribally owned vehicle.

B. Community Responsibility.

1. Business Enterprise Insurance. The Community shall be responsible for obtaining business personal property insurance for its enterprises, for obtaining general liability insurance for its enterprises and for obtaining Worker's Compensation Insurance. The Community shall provide Risk Management with these certificates of insurance. Failure to provide proof of the previously mentioned insurances will result in the Community being unable to occupy the property and facilities until said insurances are provided to the Nation.

C. Insurance Claim.

1. Insurance Claim Procedure. In the event of damage to any Community property, the Community shall report an insurance claim immediately to Risk Management, who shall be responsible for the claim. GSA/Facilities shall be responsible for the selection of a contractor and oversight of all work performed. The Community shall provide Risk Management with all supporting documentation, including but not limited to original invoices, police reports,

statements and photographs in order to file an insurance claim no later than ninety (90) days from the date of the incident.

§4-308. Utilities. A Community that has economic development shall be responsible for any and all utility services used by or on the property and shall timely pay such costs when due. It is the Community's responsibility to notify the Nation, through Community Research & Development, immediately if there is an issue with paying for any services. The Community Finance Officer shall work with the Nation's Treasury Department with respect to the payment of any outstanding utilities. Any Community without economic development may seek assistance with basic utilities pursuant to the provisions of NCA 14-204.

§4-309. Building Upkeep, Janitorial Duties, General Maintenance, Renovation and Construction. The responsibility for Building Upkeep, Janitorial Duties, General Maintenance and Repairs for the property and facility shall be as follows:

- A. Responsibility for Building Upkeep and Janitorial Duties. The Community shall be responsible for all Building Upkeep and Janitorial Duties of the Community Property including but not limited to picking up trash (inside and outside); community cleanup; mopping and vacuuming; steam cleaning carpet once a year; cleaning and dusting contact areas; cleaning and stocking restrooms; and any other duties designated as the Upkeep of the inside of the Community building or Janitorial duties. Each Community shall make every effort to maintain and preserve the property and facilities to which they have been entrusted with by the Nation.
- B. General Maintenance and Repairs. GSA has an exclusive responsibility to maintain Chartered Community Buildings and Facilities; this includes landscaping, General Maintenance and Repairs, including but not limited to equipment maintenance, repair and replacement of equipment, and repair and replacement of items such as doors, locks, windows, carpet and lighting fixtures. When repairs, are required, the Community shall contact Community Research & Development, who shall then submit a work order request to GSA/Facilities to make sure that the responsibilities of the Nation are addressed and resolved.

- C. Renovations and Construction. If the Community desires to renovate the facility or construct on the property, the Community shall refer a Request for Construction Support Services to the Office of Community Research & Development who shall submit the request to Tribal Construction, in accordance with MCNCA Title 28, §7-101 et seq. Tribal Construction shall determine the cost for said renovation/construction and shall forward that information along with the Community's Request for Construction Support Services to the Principal Chief. The Principal Chief shall determine if he/she wishes to move forward with the project and if so, his/her office shall prepare the necessary legislation. No renovation/construction shall commence until approved by the National Council by way of law and signed by the Principal Chief. The Nation shall be responsible for the selection of the architect, engineer and/or contractor. If the renovation/construction is necessary to ensure the structural integrity of the Community facility or is necessary for the safety of the Community membership, the Nation shall pay for the renovation/construction; otherwise, the Community shall pay for the renovation/construction using its funds. If the Community pays for the renovation/construction, the Community shall transfer said funds to the Nation prior to the commencement of the renovation/construction. The Nation shall be responsible for oversight and supervision of all renovation/construction.

§4-310. Vandalism. In the event that the property is vandalized or damaged due to criminal activity, the Community shall notify immediately Lighthorse Police of the incident so that Lighthorse can take a report on the vandalism. The Community shall also immediately notify GSA/Facilities of the incident. Failure to immediately notify Lighthorse will result in the Community being held financially responsible for any vandalism or damage due to criminal activity.

§4-311. Inspection. The Nation has the right to inspect the property for compliance with this Act. Tribal Construction shall inspect the property at least one (1) time a year, prior to May of the Fiscal Year, to ensure that the Community is complying with §4-309 of this Act. The inspecting entity shall provide at least two (2) days notice to the Community of the impending inspection. In the event that deficiencies are found, the inspecting entity shall provide GSA/Facilities with written notification of said deficiencies within seven (7) days of the inspection. In addition, the written notification shall list the location of the deficiency and possible remedies and solutions to fix the deficiency.

GSA/Facilities shall correct all deficiencies within a reasonable amount of time. Failure to properly maintain the property, pursuant to §4-309.A, will result in the Community being held financially responsible for said costs.

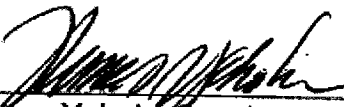
§4-312. Right of Re-Entry. The Principal Chief retains the right of re-entry upon the discovery of circumstances involving the endangerment of property, endangerment of public safety or abandonment of the property. When the Principal Chief finds the circumstances warrant re-entry, the Principal Chief shall declare an Emergency by Proclamation and provide notice to the National Council Speaker and the Community Chairperson.

§4-313. Severability. If any provision of this Act is held to be invalid or unenforceable for any reason by the Muscogee (Creek) Nation District Court, said provision shall be deemed separable from the remaining provisions of this Act and shall not affect or impair the validity or enforceability of the remaining provisions of this Act. If any provision of this Act conflicts with the law of the Muscogee (Creek) Nation, the law shall control said provision and shall be deemed separable from the remaining provisions of this Act and shall not affect or impair the validity or enforceability of the remaining provisions of this Act.

SECTION FOUR. EFFECTIVE DATE. This Act shall become effective immediately upon proper approval and execution in accordance with the requirements of the Muscogee (Creek) Nation Constitution.

ENACTED by the Muscogee (Creek) National Council on this 31st day of January, 2015.

IN WITNESS WHEREOF, the Speaker of the Muscogee (Creek) National Council has hereto attached his signature.



Thomas Yahola, Speaker
National Council
Muscogee (Creek) Nation

CERTIFICATION

I, the undersigned, certify that the foregoing is a true extract from the minutes of the Muscogee (Creek) National Council comprised of Sixteen members with Sixteen members attending this meeting on the 31st day of January, 2015 and that the above is in conformity with the provisions therein adopted by a vote of 15 in favor, 0 against, and that said Law has not been rescinded or amended in any way and the above is the signature of the Speaker of the National Council.



Kristie A. Sewell, Recording Secretary
Muscogee (Creek) National Council

APPROVAL

I, the Principal Chief of the Muscogee (Creek) Nation, hereby affix my signature on this 13th day of Feb, 2015 to the above Law, NCA 15-008 authorizing it to become a Law under Article VI., Section VI., of the Constitution of the Muscogee (Creek) Nation.



George Tiger, Principal Chief
Muscogee (Creek) Nation

