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THE HEARING EXAMINER OF THE CITY OF SEQUIM

In re:

Consolidated Administrative Appeal of May 15, 2020 Staff Report and Director's Decision; Notice of Determination of Procedure Type and MDNS for Jamestown S'Klallam Tribe Outpatient Clinic.

File Nos. CDR 20-001; CBP 20-0001

STIPULATED SETTLEMENT OF THE JAMESTOWN S'KLALLAM TRIBE'S APPEAL OF MDNS

On June 1, 2020, the Jamestown S'Klallam Tribe (the "Tribe") appealed the MDNS the City of Sequim issued for the Jamestown S'Klallam Tribe Outpatient Clinic (File Nos. CDR 20-0001 and CBP 20-0001) (the "Project"). As a settlement of the Tribe's appeal, the City of Sequim and the Tribe jointly request the Hearing Examiner replace the mitigating conditions in the MDNS with the conditions set forth in Exhibit A. Accordingly, the conditions set forth in Exhibit A should replace the MDNS conditions incorporated in associated City approvals for the Project, including the design review approval dated May 15, 2020.

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1 The Tribe expressly reserves all its rights of appeal should the final MDNS conditions take any
2 form other than what is set forth in Exhibit A.

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4 DATED this 18th day of September, 2020.

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23 *Attorney for City of Sequim*

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of September, 2020, a copy of the foregoing document was served upon the attorneys of record in the above cause as follows:

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Under the laws of the state of Washington, the undersigned hereby declares, under the penalty of perjury, that the foregoing statements are true and correct to the best of my knowledge.

Executed at Seattle, Washington, this 18th day of September, 2020.

s/ Brie Geffre
Brie Geffre, Legal Assistant

4849-4390-5995.1

**Exhibit A to
Stipulated Settlement of the Jamestown S’Klallam Tribe’s
Appeal of MDNS
Page 1 of 3**

SEPA Mitigation:

The following mitigation measures have been imposed by the Responsible Official to address and mitigate to a point of non-significance the identified potential environmental impacts.

1. To mitigate the potential for adverse impacts to air quality due to dust emissions during construction, the proponent shall employ the use of watering all dust generating surfaces a minimum of three times daily or more as needed during the construction phase of the project. Alternative non-chemical methods may be considered for approval by the City of Sequim.
2. To mitigate the potential for adverse environmental impacts to cultural resources, the proponent shall work with the Jamestown S’Klallam Tribe and the Washington State DAHP to determine the need for a cultural survey prior to site disturbing work. In any case, as required by the Sequim Municipal Code, the project proponent and/or their contractors shall stop work and immediately notify the City of Sequim, the Jamestown S’Klallam Tribe, and the Washington State Office of Archaeology and Historic Preservation if any historical or archaeological artifacts are uncovered during development.
3. [Stricken]
4. [Stricken as moot. The City has received documentation from WDFW that satisfies this condition.]
5. The Tribe voluntarily agrees to the following conditions:
 - a. Prior to occupancy, a monitoring and evaluation program will be developed by a Community Advisory Committee (the "Committee") made up of, but not limited to, health professionals, community-based organizations, elected leaders, and public safety officials as provided in the Jamestown S’Klallam Tribe Preliminary Medical Outpatient Clinic and Community Response Plan. Committee membership will be determined by mutual agreement between City and Tribal representatives. The Committee will remain in place for the first three-years of the operation of the clinic. The Committee will meet monthly for the first year and then the Committee can decide on a meeting schedule for subsequent years. Recommended committee size is no more than eight members inclusive of (1) the Director of Health Services for the Jamestown S’Klallam Tribe (the "Tribe"), (2) the City Manager, (3) the City's Director of the Department for Community Development, (4) the Clallam County Sheriff, (5) the Chief of the Sequim Police Department, (6) a Councilmember for the Tribe, (7) a Councilmember for the City of Sequim, and (8) a member of the health field with experience in treating Opioid Use Disorder. The Committee’s authority does not extend beyond an advisory capacity.
 - b. Prior to occupancy, the Committee will review and comment on the Tribe’s policies and procedures regarding the operation of the clinic.
 - c. Prior to occupancy, but only if the bond described in this paragraph is available in the market on commercially reasonable terms, the Tribe will post a bond in the amount of \$250,000. If triggered, the bond will be used to fund public safety services (City Police, Fire District 3 EMT services, for example) impacted by the clinic. The bond will be triggered if, over a six-month period, calls for service to the clinic that result in a police report exceed calls for service to the other medical clinics and medical offices within the City of Sequim. Portions of the bond will become available to the

**Exhibit A to
Stipulated Settlement of the Jamestown S’Klallam Tribe’s
Appeal of MDNS
Page 2 of 3**

City to account for the actual cost of the actual increase in demand of public services caused by the clinic that exceed the demand of public services from other medical clinics and medical offices within the City of Sequim. The public service entity seeking portions of the bond shall provide justification for the amounts sought and the causal relationship between clinic operations and the increase in demand of public services. This bond will be in effect for a two-year term and may be extended at the request of the City of Sequim and Fire District 3.

- d. [Stricken]
- e. [Stricken]
- f. Prior to occupancy, a Social Services Navigator position (or a functional equivalent) within the City of Sequim will be funded by the Tribe through a Memorandum of Understanding and Agreement ("MUA") to provide social service assistance to patients and other persons in need of Substance Use Disorder ("SUD") and mental health assistance within the City of Sequim. The City and Tribe will negotiate the MUA in good faith, and agreement to the MUA will not be unreasonably withheld. Funding from the Tribe for the Social Services Navigator will not exceed \$100,000 annually. The Tribe will provide this funding for the first three years of the clinic's operation and may continue funding the position upon mutual benefit and mutual agreement with the City.
- g. [Stricken]
- h. If and to the extent allowed under law, including HIPAA and applicable confidentiality/privacy laws, the clinic will notify the Social Services Navigator when patients leave the program without completing treatment to allow for possible intervention and/or assistance in transitioning to another program.
- i. Patients who do not have personal or pre-arranged transportation will be provided transportation to and from the clinic.
- j. The Tribe will comply with Federal law regarding notification requirements to the City if the Tribe applies to place the land upon which the clinic is built into Tribal Trust land.
- k. [Stricken]
- l. All patients will be prescreened before treatment.
- m. All patients must be accommodated within the clinic building, and there will be no unauthorized outdoor line-ups or congregating of patients outside of designated areas.
- n. The Tribe will strictly enforce a no loitering policy during business hours through on-site security.
- o. Prior to occupancy, the Tribe will secure full-time on-site security to maintain order on-site during business hours.
- p. Prior to occupancy, the Tribe will distribute information to access the clinic’s security personnel to all adjacent property owners within 300 feet of the subject property.

**Exhibit A to
Stipulated Settlement of the Jamestown S’Klallam Tribe’s
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- q. The Tribe will take steps to immediately remediate graffiti on clinic property. The Tribe will promptly report vandalism to the City if observed on adjacent properties.
- r. The Tribe will prohibit camping, overnight sleeping or overnight parking on the clinic property.
- s. Prior to occupancy the Tribe will install a fence at a mutually agreeable location and out of mutually agreeable materials between the clinic property and the Shaw family farm.