

Side by side comparison:

Threshold Determination (Original MDNS) VS Stipulated Settlement as negotiated between Tribe and City Staff

Item #	Threshold Determination (Original MDNS)	Stipulated Settlement (as negotiated between Tribe and City Staff)
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.	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.	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.	To mitigate the potential for adverse environmental impacts to public services and land use, the proponent shall follow the procedures and recommendations of the submitted Jamestown S'Klallam Tribe Preliminary Medical Outpatient Clinic and Community Response Plan as conditions of operation for the proposed outpatient clinic	[Stricken]
4.	To mitigate the potential for adverse impacts to plants and animals, the proponent must contact the Washington State Department of Fish and wildlife (WDF) and verify the presence or absence of any threatened or endangered species. Prior to authorization of any site disturbing activities, the proponent must provide written verification from the WDFW that all concerns have been satisfied.	[Stricken as moot. The City has received documentation from WDFW that satisfies this condition.]
5.	To mitigate the potential for adverse environmental impacts to public services,	The Tribe voluntarily agrees to the following conditions:
5a	Prior to occupancy, a monitoring and evaluation program will be developed by a Community Advisory Committee (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 to be determined by mutual agreement between City and Tribal	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

	<p>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 consists of no more than seven members.</p>	<p>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</p>
5b	<p>Prior to occupancy, the "committee" will develop a contingency plan that fully identifies potential courses of action and any corrective measures to be taken when monitoring or evaluation indicates expectation and standards are not being met.</p>	<p>Prior to occupancy, the Committee will review and comment on the Tribe's policies and procedures regarding the operation of the clinic.</p>
5c	<p>Prior to occupancy, the Tribe shall must post a bond in the amount of \$250,000 to guarantee public safety services can be made immediately available if necessary (City Police, Fire District 3 EMT services, for example). This bond will be in effect for a term of 5 – years and may be extended at the request of the City of Sequim and Fire District 3</p>	<p>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 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.</p>
5d	<p>Tribe agrees to reimburse City for all lost tax revenue if, and when, the property is taken off County tax roll. If it is determined that additional public safety staff, such as police, EMTs or fire officers, are needed due to activity resulting directly from the clinic's operation. The Tribe agrees to fund these public safety (EMT, Fire & Police) positions for as long as they are necessary</p>	<p>[Stricken]</p>

5e	Prior to occupancy, the Tribe will enter into a "Good Neighbor" agreement with the City (see attached example and be aware that some of these items would be included in that agreement, such as no loitering).	[Stricken]
5f	Prior to occupancy, a Social Services Navigator will be funded by the Tribe 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	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.
5g	Prior to occupancy, the Tribe will develop a plan acceptable to the City regarding ramping up patient care during the first year of the clinic's operation	[Stricken]
5h	The Navigator will be notified when patients leave the program for possible intervention and/or assistance in transitioning to another program or returned to their place of residence or location where they spent the previous evening.	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.
5i	Patients who chose to leave the clinic program and do not have personal or pre-arranged transportation will be provided transportation by the clinic to their place of residence or location where they spent the previous evening	Patients who do not have personal or pre-arranged transportation will be provided transportation to and from the clinic
5j	Tribe agrees to notify the City 1-year prior to applying to place the land upon which the clinic is built into Tribal trust land. The Tribe agrees to only place the developed portion of the subject property into trust by short platting out the undeveloped portion of the property	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
5k	The Tribe agrees to execute & file with city limited waiver of sovereign immunity to allow enforcement of the City's nuisance ordinance if any portion of the subject property is placed into Tribal Trust	[Stricken]
5l	All patients will be prescreened before treatment	All patients will be prescreened before treatment.

5m	All patients must be accommodated within the building, and there will be no outdoor lineups or congregating of patients outside of designated areas	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.
5n	The Tribe will strictly enforce a no loitering policy through on-site security	The Tribe will strictly enforce a no loitering policy during business hours through on-site security
5o	Prior to occupancy the tribe will secure full time on-site security to maintain order on-site. With neighboring property owner permission on-site clinic security will also make sweeps through neighboring commercial properties on a schedule determined cooperatively between the clinic and adjacent property owners. Sweeps of adjacent residential neighborhoods will also occur on a regularly scheduled basis	Prior to occupancy, the Tribe will secure full-time on-site security to maintain order on-site during business hours
5p	Prior to occupancy, the Tribe will distribute direct access information/complaint line provided to all adjacent property owners within 300 feet of the subject property	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.
5q	JST will ensure no graffiti on the JST Healing Center site, and JST will immediately report any such vandalism to the city if any occurs on nearby properties. JST will take steps to immediately remediate the graffiti on their property	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
5r	The Tribe will prohibit camping, overnight sleeping or overnight parking on the property of the Healing Center	The Tribe will prohibit camping, overnight sleeping or overnight parking on the clinic property
5s	Prior to occupancy the Tribe will have installed a fence at a mutually agreeable location and out of mutually agreeable materials between the clinic property and the Shaw family farm	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