

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
BETWEEN
THE JAMESTOWN S’KLALLAM TRIBE
AND
THE CITY OF SEQUIM

The Jamestown S’Klallam Tribe (“Tribe”) and the City of Sequim (“City”) (each a “Party” and collectively, “Parties”) enter into this Memorandum of Understanding and Agreement (“MOU”) to memorialize the Parties’ agreement with respect to the creation and funding of a City Social Services Navigator.

I. INTRODUCTION

The Tribe and the City acknowledge that there are substance use issues in the community, and each Party has a strong interest in caring for the health and welfare of its citizens and the surrounding community. In an effort to combat substance use issues and serve the community, the Tribe plans to operate an outpatient treatment facility that will provide wrap-around services for residents of Clallam and Jefferson Counties battling opioid use disorder (the “MAT Facility”). The MAT Facility will be located on tribally-owned land located on the northwest 3.3 acres of Clallam County Assessor Tax Parcel Numbers 033019-330000 and 033019-339010, abutting South 9th Avenue and West Washington Street in Sequim, Washington.

On January 10, 2020, the Tribe submitted joint applications for a building permit and design review to construct the MAT Facility.

On May 5, 2020, a group of private citizens known as Save Our Sequim (“SOS”) initially sued the City to block the MAT Facility project and stay the City’s permit review and approval process pending resolution of the litigation. This administrative law review action was dismissed by motion of the Tribe. On November 25, 2020, SOS filed a Land Use Petition Act (“LUPA”) suit against the City appealing its approval of the Tribe’s MAT Facility permit. SOS’s second litigation was also resolved by summary judgment on February 26, 2021.

On June 19, 2020, the City issued a building permit and design review approval and revised Mitigated Determination of Non-Significance (“MDNS”) for the Tribe to construct the MAT Facility on property zoned to outright permit an outpatient MAT Facility. The Tribe disagreed with the MDNS, so it appealed the City’s decision.

To resolve the dispute between the Tribe and the City, on September 18, 2020, the Parties entered into a Stipulated Settlement of the Jamestown S’Klallam Tribe’s Appeal of MDNS

("Settlement Agreement") under which the City would approve the MAT Facility provided that the Tribe satisfied certain requirements and made certain efforts to mitigate any potential negative consequences, however speculative, of the Facility. One of the agreed-upon conditions in the Settlement Agreement was to establish a City social services navigator position ("Navigator") and the Tribe would provide up to \$100,000 annually to help fund the Navigator.

II. TERMS OF AGREEMENT

A. Purpose of Navigator

The Navigator will connect persons in Sequim to community resources that may be needed to address social, medical, and behavioral health challenges. The Navigator will work in collaboration with the Sequim Police Department, City staff, and community-based organizations to engage clients, assess and identify client needs, assist and refer clients, and track referrals and services utilized by clients. The Navigator will develop relationships and partnerships with organizations that refer potential clients and those community-based organizations that provide client services. In addition, the Navigator will collaborate with other Social or Community Resource Navigators in the region to develop a comprehensive list of resources for clients and to identify data metrics to track across the region.

Through the establishment of a Navigator, the Parties endeavor to:

1. Reduce law enforcement responses to calls involving persons in crisis or dealing with drug addiction who are engaged by the Navigator for services;
2. Improve behavioral health conditions of persons engaged by the Navigator;
3. Improve public safety and public order;
4. Improve connection to appropriate health and social services; and
5. Reduce likelihood of criminal justice system involvement by persons engaged by the Navigator.

B. Tribe's Commitment and Responsibilities

The Tribe will provide the City up to \$100,000 annually, for three years, to fund the Navigator. The Parties agree that the Statement of Work provided by the Tribe, which is attached and incorporated into this MOU by this reference, will provide the outline for the City when it develops its Request for Proposals. The Tribe will pay the City \$50,000 on or by January 1 of each year during the term of this MOU, with the remaining amount due by no later than

December 31, 2022. The Tribe must ensure that all payments are timely and that the City has all appropriate and current billing information.

If and to the extent allowed under law, including confidentiality and privacy laws, the Tribe's MAT Facility will notify the Navigator when a patient leaves the program without completing treatment to allow for possible intervention or assistance in transitioning to another program.

C. City's Commitment and Responsibilities

The City will establish a Navigator position or program to be managed and coordinated by the Sequim Police Department. The City may elect to hire a Navigator as a City employee or contract with a local organization to provide the Navigator services. The Navigator position (or functional equivalent) will be established no later than March 1, 2022 or as otherwise agreed by the Parties. The Sequim Police Department will determine, in its discretion, the specific duties and community services provided by Navigator, consistent with the Statement of Work. The City and Sequim Police Department will ensure that the Navigator meets the requirements of this MOU and the job performance standards set by the City and the Sequim Police Department.

The City will submit a bill to the Tribe for the remaining amount due for services performed under this MOU by no later than November 30th of each year. Bills are deemed received by the Tribe after three (3) calendar days have elapsed since the City submitted such bill for payment.

At the direction of the City and Sequim Police Department, the Navigator will submit quarterly and annual reports to both the City of Sequim and the Jamestown S'Klallam Tribe. Unless the Parties agree otherwise in writing, the reports must, at a minimum, include:

Total number of individuals engaged by Navigator in the reporting period

Total number of new individuals engaged by Navigator in the reporting period

Of those individuals engaged, how many identify the Sequim-Dungeness area as their place of residence

Number of individuals engaged by Navigator in the reporting period who inform Navigator (or Navigator is otherwise informed) that individual has left MAT Facility program without completing recommended treatment

Number of individuals who required transportation by Navigator to or from the MAT Facility

To the extent allowed by law, and unless the Parties agree otherwise, the Navigator will include the following data points on the above engagements: (1) demographics of individuals contacted, (2) types of contact (in-person, by phone, on-line), (3) services needed, (4) referrals made, and (5) immediate outcome at time of engagement, (6) outcome at time of report, if known. The information collected must be anonymized and contain no personal identifiable information.

D. Defense of Agreement

The Parties each agree to support and defend the MOU and any collaborative projects arising under the MOU, and defend their respective authority to enter into and implement this MOU and such collaborative projects; provided, however, that this provision does not waive, and must not be construed as a waiver of, the sovereign immunity of the Tribe or any of its subdivisions or enterprises.

III. NOTICE AND DESIGNATED CONTACTS

The Tribe and the City agree to maintain regular and open communication regarding the administration and implementation of this MOU. The Parties agree that the following individuals will be designated primary contacts regarding administration of this MOU:

For the Tribe:

Jamestown S’Klallam Tribe
Attn.: Tribal Chair
1033 Old Blyn Highway
Sequim, WA 98382
Telephone: (360) 683-1109

With a copy to:

Jamestown S’Klallam Tribe
Attn.: D. Brent Simcosky
Director of Health Services
Jamestown S’Klallam Tribe
808 North 5th Ave
Sequim, WA 98382
Telephone: (360) 582-4870

For the City:

City of Sequim
Attn.: City Clerk
152 West Cedar Street
Sequim, WA 98382
Telephone: (360) 681-3428

With a copy to:

City of Sequim
Attn.: City Attorney
152 West Cedar Street
Sequim, WA 98382
Telephone: (360) 681-6611

The Tribe and the City agree that if either believe that the goals and objectives of this MOU are not being met, that they will meet promptly to discuss any issues and concerns.

Any formal notice that may be or is required to be served under this MOU must be mailed by certified mail or personally delivered to the designated contacts described above.

IV. DISPUTE RESOLUTION

Neither the Tribe nor the City may petition any court to enforce this MOU unless (1) the dispute resolution process described in subsections (A) through (D) below has been followed in good faith to completion without successful resolution or (2) the other Party fails to enter into the dispute resolution process. Should a dispute arise between the Tribe and the City upon an issue of compliance with the MOU by either government, or by their officers, employees or agents, the Tribe and the City will attempt to resolve the dispute through the following dispute resolution process:

A. Notice

Either Party may invoke the dispute resolution process by notifying the other in writing of its intent to do so. The notice must set out the issues in dispute and the notifying Party's position on each issue.

B. Meet and Confer

The first stage of the dispute resolution process includes a face-to-face meeting between representatives of the two governments to attempt to resolve the dispute by negotiation. The meeting must be convened within 30 calendar days of the date of the written notice described in subsection (A) above. The representatives of each government must come to the meeting

with the authority to settle the dispute. If the dispute is resolved, the resolution will be memorialized in writing signed by the Parties.

C. Mediation

If the Parties are unable to resolve the dispute within 60 calendar days of the notice sent under subsection (A) above, the parties will engage the services of a mutually agreed upon qualified mediator to assist them in attempting to negotiate the dispute. Mediation will be held at a mutually-agreed upon location. Costs for the mediator will be borne equally by the Parties. The Parties must pursue the mediation process in good faith until the dispute is resolved or until the mediator determines that the Parties are not able to resolve the dispute. If the Parties cannot agree on a format for the mediation process, the format will be that directed by the mediator. If the dispute is resolved, the resolution will be memorialized by the mediator and will bind the Parties.

D. Arbitration

If a Party terminates the mediation process before completion, or if the mediator determines that the dispute cannot be resolved in the mediation process, or if the dispute is not resolved within 120 calendar days after the date the mediator is selected, either Party may initiate binding arbitration proceedings under the rules of the American Arbitration Association (“AAA”), but AAA need not administer the arbitration. The arbitration will be held at a mutually-agreed upon location. The arbitrator’s decision will be final and binding on the Parties. Each Party will bear its own legal costs incurred under this subsection and all costs of the arbitrator will be borne equally by the Parties unless the arbitrator determines otherwise.

V. EFFECT, DURATION, AND AMENDMENT

A. Effective Date

[Effective upon execution, first payment, or something else?]

B. Term

This MOU will continue in effect for the first three years of the MAT Facility's operation. The Parties may extend the term of the MOU by written agreement.

C. Amendment

No amendment or modification of this MOU may arise by implication or course of conduct. This MOU may be amended only by a subsequent written document, approved by the Tribe and the

City and signed by their duly authorized representatives, expressly stating the Parties' intention to amend this MOU.

D. Severability

If any provision of this MOU or its application to any person or circumstance is held invalid, the remainder of the MOU is not affected.

E. Third-Party Beneficiaries

No third party has rights or obligations under this MOU or will be considered a beneficiary of this MOU.

1. No Limitation

The Parties agree that the signing of this MOU and the resultant benefits and obligations will not be construed as limiting any otherwise lawful activity of the Tribe or its subdivisions or enterprises nor subject the Tribe or its subdivisions or enterprises to any City jurisdiction not agreed to in this MOU.

This MOU is hereby made this ____ day of _____, 2022.

<p>JAMESTOWN S'KLALLAM TRIBE</p> <p>_____</p> <p>W. Ron Allen, Tribal Chairman/CEO Date of Signature: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Attorney for Jamestown S'Klallam Tribe Date of Signature: _____</p>	<p>CITY OF SEQUIM</p> <p>_____</p> <p>Matthew Huish, City Manager Date of Signature: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Kristina Nelson-Gross, City Attorney Date of Signature: _____</p>
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