



BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of July 14-18, 2025

1C
JUL 22 2025

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, July 14, 2025. Present were Commissioners Johnson and French and Administrator Mielke. Commissioner Ozias was excused.

Items of discussion per the agenda published July 10 were:

- Calendar/Correspondence
- Resolution appointing Nancy Stephanz to the Marine Resources Advisory Committee
- Heritage funding application review and next steps for the Elks Naval Lodge #535 funding request
- Resolution authorizing an expenditure from the Clallam County Heritage Advisory Board grant fund
- Agreement with Quileute Indian Tribe for lease of building for West End of County Sheriff's Office
- Agreement with Olympic Peninsula Humane Society for animal housing and care services
- Agreement with Department of Social and Health Services for adult developmental disability services
- Discussion and recommendation for appointing members to the Parks and Recreation Advisory Board
- Discussion on proposed budget reductions to be considered on July 29
- Discussion on proposed budget revisions to be considered on July 29
- Discussion of proposed supplemental appropriations to be considered on July 29
- Discussion of proposed debatable emergencies to be considered on July 29
- Discussion and recommendation for appointing members to the Parks and Recreation Advisory Board

Meeting concluded at 10 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair French called the meeting to order at 10 a.m., Tuesday, July 15, 2025. Also present were Commissioner Johnson and Administrator Mielke. Commissioner Ozias was excused.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

ACTION TAKEN: CRJm to adopt the agenda as presented, CMFs, mc

PUBLIC COMMENT

- John Worthington, Sequim, commented on item 1d
- Mark Curtis, Sequim, commented on item 1d
- Ed Bowen, Clallam Bay, commented on item 2c (see attached)

CONSENT AGENDA

1a Approval of vouchers for the week of July 7

The Following warrants and electronic payments are approved for payment:

Accounts Payable:	Total
Warrant numbers: 9941049-9941257	\$1,229,553.04
Electronic payments dates: n/a	\$0.00
Total Accounts Payable:	\$1,229,553.04

1b Approval of minutes for the week of July 7

1c Resolution appointing Eddie Reetz to the Clallam Bay / Sekiu Community Advisory Committee

1d Resolution authorizing the allocation of \$50,000 in opioid settlement funds to support the Clallam County Harm Reduction Health Center

ACTION TAKEN: CRJm to adopt the consent agenda, CMFs, mc

REPORTS AND PRESENTATIONS

- CRJ reported on School District prevention, Department of Ecology Rayonier site, Tourism Master Plan, Captain Joseph House
- CMF reported on Hood Canal Bridge Steering Committee, department staff meeting, radio interviews with Treasurer's Office

CONTRACTS AND AGREEMENTS

- 2a Agreement with City of Port Angeles regarding Opportunity Funds for A Street Wastewater Infrastructure Project

ACTION TAKEN: CRJm to adopt the consent agenda, CMFs, mc

- 2b Lease agreement with U.S. Coast Guard for the Slip Point Lighthouse property

ACTION TAKEN: CRJm to approve, CMFs, mc

- 2c Agreement with the Quileute Tribe and City of Forks for payment services and other matters relating to tribal trust land within the City of Forks

ACTION TAKEN: CRJm to approve, CMFs, mc

- 2d Agreement with Dr. Carole Jenny for expert services on criminal case 19-1-00094-05 State v. Engelbright

ACTION TAKEN: CRJm to approve, CMFs, mc

- 2e Agreement with Department of Ecology for the Local Solid Waste and Financial Assistance Grant enforcement, permitting, inspecting, reviewing data, outreach and investigations

ACTION TAKEN: CRJm to approve, CMFs, mc

- 2f Agreement with Department of Ecology for the Local Solid Waste and Financial Assistance Grant education and outreach

ACTION TAKEN: CRJm to approve, CMFs, mc

- 2g Agreement with Tyler Technologies for data base program for payments

ACTION TAKEN: CRJm to approve, CMFs, mc

- 2h Agreement with HS GovTech for food service permitting database

ACTION TAKEN: CRJm to approve, CMFs, mc

BUDGET

- 3a Notice that the following budget reductions will be considered for adoption on July 29:

Juvenile Services - As of July 1, 2025, the Board of County Commissioners has directed the creation of a combined Clinical Services model to deliver medical and behavioral health care in the County's correctional facilities. The Juvenile Services budget has been reduced to reflect the shift of revenues and expenditures related to the HCA Reentry Demonstration Initiative and True Star programs (1 of 3)/\$1,726,000

Sheriff – Jail Medical - As of July 1, 2025, the Board of County Commissioners has directed the creation of a combined Clinical Services model to deliver medical and behavioral health care in the County's correctional facilities. The reduction within the Sheriff Jail Medical budget reflects the shift of revenues and expenditures for the HCA Reentry Demonstration Initiative and other Jail Medical programs (2 of 3)/\$1,898,369

ACTION TAKEN: CRJm to approve the notice, CMFs, mc

- 3b Notice that the following budget revisions will be considered for adoption on July 29:

Health & Human Services-Environmental Health - The HHS Environmental Health budget is being updated to reflect 2025 expenditures and upcoming activities, including septic repair incentives, a county-wide water systems mailing, and continued subcontracted water testing/\$37,514

ACTION TAKEN: CRJm to approve the notice, CMFs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of July 14-18, 2025

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- 3c Notice that the following supplemental appropriations will be considered for adoption on July 29:
- Sheriff-Clinical Services - Effective July 1, 2025, the Board of County Commissioners has approved the creation of a new Clinical Services department to deliver combined medical and behavioral health services in the County's correctional facilities. To fund this new department, budget lines are being reallocated from the existing Juvenile Services and Sheriff - Jail Medical budgets (3 of 3)/\$4,983,869
 - Sheriff-Operations – A budget modification to the Operation Stonegarden FY23 grant and the County's corresponding budget will result in additional funds being added to the Operations revenue line. These funds will be used by Patrol deputies for overtime patrols/\$45,000
 - Public Works-Clallam Bay-Seki Sewer - Opportunity Fund awarded for rehab and repair of the **Snob Hill sewage pump station** in the **Clallam Bay-Seki sewer system**, covering design, engineering, equipment, construction, and installation costs/\$470,000
 - Public Works-Bullman Beach Water System - Grant from WA State Department of Health to build a water treatment plant, buy water source property, and install meters and shutoff valves for the Bullman Beach Water System/\$403,219
 - Health & Human Services-Developmental Disabilities - Additional revenue from Department of Social and Health Services Developmental Disabilities will fund direct services for Clallam County residents with developmental disabilities/\$694,364

ACTION TAKEN: CRJm to approve the notice, CMFs, mc

- 3d Resolution calling for a hearing to be held July 29 at 10:30 a.m. to consider adopting the following debatable emergencies:

District Court II – Additional funding needed for legislative pay increase for Judicial Officers/\$3,650

Health & Human Services -Operations - Opioid settlement funds will cover six months (July to December 2025) of Harm Reduction Health Center supplies after a \$100,000 state budget cut. The money is already in the Health & Human Services Operations fund/\$50,000

ACTION TAKEN: CRJm to approve the notice, CMFs, mc

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on Charter Review Commission meeting, budget reserve, item 2c
- Janine Blaeloch, Clallam County, commented on immigration budget, ICE, masks
- Norma Turner, Port Angeles, commented on ICE, masks (see attached)
- John Worthington, Sequim, commented on item 2c. zoom profile pictures, ICE, no kings, water steward, ashamed of the County
- Sarah Kincaid, Sequim, commented on ballot observer, mask
- Ellen Menshew, Clallam County, commented she's not ashamed of the County, support protection of citizens regardless of citizen status, Charter Review Commission, NGO's, non-profits
- Jim Bower, Port Angeles, commented on living in the County, serving in the military, County spending, Dungeness Water Reservoir
- Eric Fehrmann, Sequim, commented on the Commissioners elected by the people, looking at the past and change, Commissioners not listening
- Mark Curtis, Sequim, commented on Charter Review Commission meeting, Administrator Mielke budget information
- Denise Lapio, Sequim, commented on the Charter Review Commission meeting, law enforcement agencies, immigration, ICE (see attached)
- Jeff Tozzer, Sequim, commented on Old Olympic, Cays and MacLeay Road intersection accidents
- Administrator Mielke, commented on the Charter Review Commission, budget

The meeting concluded at 11:30 a.m. and continued to a special meeting to be held on Wednesday, July 16, 2025 at 1:30 p.m.

SPECIAL MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair French called the special meeting to order at 1:30 p.m., Wednesday, July 16, 2025. Also present were Commissioners Johnson, Ozias and Administrator Mielke.

REQUEST FOR APPROVAL OF AGENDA

ACTION TAKEN: CRJm to adopt the agenda as presented, CMOs, mc

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on the Levy Lid Lift
- John Worthington, Sequim, commented on the Levy Lid Lift

BUSINESS ITEM

- Briefing and call for hearing to be held on Wednesday, July 30, 2025 at 1 p.m. regarding a Levy Lid Lift Administrator Mielke briefed the BOCC and requested approval of a notice of hearing to be held on Wednesday, July 30, 2025 at 1 p.m. regarding a Levy Lid Lift. He noted a series of upcoming budget meetings to be held the week of July 28. BOCC held discussion.

ACTION TAKEN: CRJm to approve the notice, CMOs, mc

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on the Levy Lid Lift
- John Worthington, Sequim, commented on the Levy Lid Lift

The meeting concluded at 2:07 p.m. and continued to Monday, July 21, 2025 at 9 a.m.

The Board of Commissioners attended a WSAC Virtual Update, Charter Review Commission, Board of Health, Coffee with Colleen, Clallam Transit Meeting, Planning Commission Meeting and Clallam Bay Park Bridge Reopening Ceremony during the week of July 14, 2025.

PASSED AND ADOPTED this 22nd day of July 2025

ATTEST:


Loni Gores, MMC, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS


Mike French, Chair


Randy Johnson


Mark Ozias





AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Prosecuting Attorney

WORK SESSION ☒ Meeting Date: July 7, 2025

REGULAR AGENDA ☒ Meeting Date: July 15, 2025

Required Originals Approved and Attached? ☒

Will be provided on:

Item Summary:*

- ☐ Call for Hearing
- ☐ Resolution
- ☐ Draft Ordinance

Documents exempt from public disclosure attached: ☐

- ☒ Contract/Agreement/MOU**
- ☐ Proclamation
- ☐ Final Ordinance

- ☐ Budget Item
- ☐ Other

Contract # 000-25-001

Executive Summary:

This is a contract and not an MOU

The Prosecuting Attorney's Office is requesting a work session with the Board of Commissioners to discuss an agreement with the Quileute Tribe and consider adopting a provision on an agreement for payment of county and city services and other matters relating to tribal trust lands within the City of Forks.

Budgetary Impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) If a budget Action is required, has it been submitted and a copy attached? ☐

None.

Recommended Action: (Does the Board need to act? If so, what is the department's recommendation?)

Approve and sign agreement at July 15, 2025 regular meeting.

County Official Signature: _____

Name of Employee/Stakeholder attending meeting: Bert D. Boughton

Relevant Departments: PAO, Assessor, Treasurer

Date submitted: 7/1/25

* Submit original and 5 copies
** Submit 3 originals and 5 copies

#000-25-001

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE QUILEUTE TRIBE,

CLALLAM COUNTY, AND

THE CITY OF FORKS

**REGARDING THE PROVISION OF COUNTY AND CITY SERVICES AND OTHER
MATTERS RELATING TO TRIBAL TRUST LANDS WITHIN THE CITY OF FORKS**

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1 AGREEMENT.

This INTERGOVERNMENTAL AGREEMENT REGARDING THE PROVISION OF COUNTY AND CITY SERVICES AND OTHER MATTERS RELATING TO TRIBAL TRUST LANDS WITHIN THE CITY OF FORKS ("Agreement") is between the Quileute Tribe, a sovereign, federally recognized Indian tribal government ("Tribe"), Clallam County ("County"), and the City of Forks ("City"), each a municipal corporation. The Tribe, County, and City are each a Party and collectively the "Parties." The Parties hereby agree as follows:

2 RECITALS.

- 2.1 The Tribe currently owns in fee 22.16 acres of land at the northwest corner of Highway 101 and La Push Road (a/k/a State Route 110) known as the Ki'tla Center, consisting of Clallam County Parcel Numbers 132805-120025, 132805-120050, 132805-210050, and 132932-340100 (the "Property"). The Property is within the boundaries of the City of Forks. The Tribe intends to apply to place the Property into trust status pursuant to federal law. This process takes place pursuant to 25 U.S.C. § 5108 and 25 C.F.R. Part 151 and, if approved, results in the United States of America taking the land into trust for the benefit of the Tribe.
- 2.2 Once the Property is taken into trust, the Property and the activities taking place on that Property will generally not be subject to the regulatory authority of the County or City. But because the Property is located within the County and City, the Tribe wishes to receive County and City services requested by the Tribe to the Property and the facilities located thereon on the same basis as the County and City provide services to other comparable land within the County and City, and the Tribe is willing to pay an appropriate amount for those services.
- 2.3 The Tribe intends to cover the financial impacts and costs that are incurred by the County and City to provide agreed-upon services to the Property, including the costs of regular County and City services and the cost of any other services and impacts that can be identified by the County, City, or Tribe.
- 2.4 The County and City are prepared to support the Tribe's fee-to-trust application for the Property and desire to enter into this Agreement with the Tribe to address financial impacts and other relevant issues arising from the Property and the facilities located thereon.
- 2.5 The County and City intend to provide services requested by the Tribe to the Property and the facilities located thereon on the same basis as they provide County and City services to other properties and facilities within the County and City, and to work cooperatively with the Tribe with regard to the Tribe's operation of the Property. The Tribe intends to pay for requested County and City services to the Property as set forth in this Agreement; to reimburse the County and City fairly for other expenses the County and City incur as a result of the Property, and to offset any impacts the Property has on the County and City; and to work cooperatively with the County and City with regard to the Tribe's operation of the Property.

2.6 This Agreement does not increase, reduce, or otherwise modify any Party's jurisdiction. Any payments made to the County or City under this Agreement are made solely pursuant to this Agreement and do not constitute, nor does this Agreement permit the County or City to impose, any tax, fee, charge, or assessment. In the event that the Tribe must submit certain standard information in order to receive any County or City services, the Parties will consider such information (even if provided on a standard application form or similar document) to be submitted solely for practical purposes, to expedite the provision of services pursuant to this Agreement, and agree that it does not constitute a representation or concession by the Tribe regarding the County's or City's jurisdiction or authority.

3 TERM – EFFECTIVE DATE.

- 3.1 Effective Date.** This Agreement will be effective upon the completion of: (1) the execution of this Agreement by the County, City, and Tribe; (2) any approval of this Agreement as may be required by the Department of the Interior and/or Bureau of Indian Affairs; and, (3) the final decision placing the Property into trust status.
- 3.2 Term.** This Agreement will remain in effect until it is terminated by mutual written agreement of the Parties, or pursuant to Agreement Section 3.3.
- 3.3 Termination.** This Agreement may be terminated at any time and for any reason by any Party. Unless otherwise agreed by the Parties under Agreement Section 15.1, upon written notice of termination by a Party to the other Parties, the Agreement will terminate on the last day of the sixtieth (60) month following the date of receipt of the written notice of termination by the Party receiving such notice.

4 SCOPE OF AGREEMENT.

This Agreement addresses and resolves issues that the Tribe, the County, and the City have identified as of the date of this Agreement. If issues of concern to any Party with regard to the Property arise in the future, the Parties agree to work cooperatively to resolve such issues by the adoption of Agreement amendments or other agreements, as may be necessary and appropriate. The Parties agree to participate in good faith negotiations toward agreement on such issues whenever requested to do so by another Party.

The Parties may also agree to add additional properties to this Agreement in the future. In that event, the Parties will execute appropriate amendments to this Agreement identifying the property or properties to be added (which, upon execution of such amendments, will become "Property" subject to this Agreement), and setting forth any agreed-upon terms specific to such property or properties.

5 TRIBE'S CONTRIBUTION FOR SERVICES.

5.1 Nature of the Contribution

The Parties recognize that once the Property is taken into trust, the Property will no longer be subject to Clallam County property taxes, which typically fund the provision of various County and City services to other properties. In lieu of paying Clallam County property taxes,

and in exchange for the County's and City's continued provision of the agreed-upon services to the Property that they typically provide to other properties using property tax revenues, the Tribe is willing to make a contribution in an amount comparable to the Clallam County property taxes. For the avoidance of doubt, the Parties expressly acknowledge and agree that the Tribe's agreement to make this contribution is purely voluntary and that the contribution does not constitute a tax on the Tribe, the Property, or the facilities or activities thereupon. Rather, the Tribe commits as a contractual obligation to making the contribution as stated in Section 5.2.

5.2 Contribution.

- 5.2.1 Tribal Payment to County.** In exchange for the County's and City's provision of the services to the Property that would otherwise be funded by property tax revenues, the Tribe agrees to make a contribution to the County annually on or before April 30. The amount of the contribution will be equal to 100% of the Clallam County property tax that would be assessed on the Property in that year if the Property were commercial property privately owned in fee status.
- 5.2.2 Payment Option.** The Tribe may choose to make its contribution under this section no less than quarterly, payable to the County. Payment may also be made by electronic or other means, as agreed by the Tribe and the County.
- 5.2.3 Determination of Assessment.** The County will submit to the Tribe its proposed assessment of the amount of the contribution, on or about October 1 of each year. The Tribe will have thirty (30) days after its receipt of the County's assessment to respond to the County's proposed assessment. The Parties will attempt to negotiate and informally resolve any differences in valuation within thirty (30) days thereafter. If the assessment cannot be agreed upon by the Parties within this time frame, it will be submitted to dispute resolution pursuant to Agreement Section 15, and any arbitration award obtained via the dispute resolution process in Section 15 determining the annual assessment for the Property for purposes of this Agreement will be final and binding on the Parties. Pending the final outcome of the dispute resolution process, the Tribe will pay the amount of the previous year's contribution. Depending on the final outcome of the dispute resolution process, either the Tribe will pay any additional amount determined to be due, or the County will refund any overpayment, as applicable, within thirty (30) days thereafter. Except as stated in this subsection, the Tribe will not withhold its contribution or any portion thereof due to a dispute between the Parties.
- 5.2.4 Assessment Method.** The assessment of the Property will not be based on the actual revenues or projected revenues of the Property from the activities located thereon; provided, however, that in determining the valuation of the Property and improvements thereon, the cost approach, income (capitalization of net income) approach, and comparable sales (if applicable) approach to valuation for comparable commercial property may be employed.

5.3 County Distribution to State and City.

The County will distribute portions of the Tribe's contribution to the State of Washington and the City and special purpose districts. These distributions will equal 100% of the distributions that the County makes for other properties in the City of Forks according to the applicable property tax levies in effect for each year. The County will ensure proper distribution of funds inclusive of the various special purpose districts (e.g., Fire District, Hospital District, School District, Port District).

6 WATER SERVICE.

6.1 Provision of Water Service. The City will provide water service to the Property and to the facilities located thereon on the same basis that the City provides water service to other property within the City. The City's existing water service to the Property will continue as is. In the event of future improvements to the Property requiring new water service, the Tribe will perform the actual installation and construction of water service to such improvements, using a water meter provided by the City, except that the City will be responsible for connecting the meter to the water main. Except for City-provided meters, the Tribe will own, operate, and maintain all water improvements on the Property.

6.2 Applications for New Water Service. If the Tribe desires new water service to the Property in the future, then solely for ease of administration on the parts of both the Tribe and the City, the Tribe will file a standard application for water service with the City, and upon regular review and approval, the City will notify the Tribe that the Tribe may proceed to install the service. The City will process the application and issue the appropriate notice to proceed in accordance with standard City procedures for processing such applications and issuing authorizations for water service. Notwithstanding anything to the contrary, however, neither the submission of a standard application nor the submission to any inspection or instructions from the City will in any way constitute a representation or concession by the Tribe regarding the City's regulatory authority.

6.3 Payments for Water Service.

In exchange for the water service provided by the City, the Tribe will make the following payments to the City, provided that such payments are made solely as payments for services pursuant to this Agreement and will not in any way constitute a representation or concession by the Tribe regarding the City's regulatory authority:

6.3.1 System Development Charge. For construction of new water systems, the Tribe will pay the standard City capital facility charges, impact fees, connection, system development, and similar charges (collectively, "System Development Charges") for water systems applicable to the type and size of development to be constructed. The payment will be made within sixty (60) days of the connection to the City meter of the Property improvement.

6.3.2 Meter Charge. The Tribe will pay the standard City charge for the size of meter(s) applied for by the Tribe and approved by the City, for any present and future improvements on the Property. The City will provide the meter to the Tribe and

provide any maintenance and repair on the same basis that the City provides such service to other water meters within the City. The service that is applied for and approved will be based upon the intended use and the Parties understand that any improvements that trigger a water main extension or increased storage capacity will require additional design, permitting, construction, and testing, and associated time and expense.

6.3.3 Water Service Payments. The Tribe will make regular monthly payments to the City based on regular rates and charges for water service set by the City for commercial property inside City limits. If the City establishes classes of customers and varies rates charged for water service, the City will charge the Tribe the comparable rate for developments of the size and type of the facilities on the Property. In establishing classes of customers, the City will act in good faith and will not use the establishment of a separate class as a basis to charge the Tribe unique or discriminatory water service rates and charges.

6.4 Public Works Permits. The Tribe will meet or exceed relevant provisions of the Forks Municipal Code ("FMC") if the Tribe's construction work, including but not limited to installation of water service connections, involves construction or obstruction that will disturb the surface or subsurface of any City street, sidewalk, or right-of-way.

6.5 Compliance with City Water Code. The Tribe will meet or exceed the relevant substantive provisions of the FMC, including uniform building, fire, and sewer codes, in receiving water service from the City on the Property.

6.6 Water Volumes and Pressure. The Tribe will conduct any necessary or appropriate tests to determine whether there are sufficient water volumes and pressure in the City's water system in the vicinity of the Property to provide adequate volumes and pressure for potable and irrigation water and fire protection purposes. If there are not sufficient water volumes and pressure for these purposes, the Tribe will be responsible for making necessary improvements to the City's water system in the vicinity of the Property in order to provide adequate water and fire-flow service. In the event the Tribe's improvements to the City water system may allow service to other properties, the City will enter into a late-comer agreement with the Tribe to provide for the payment by other properties and payment by City to Tribe of the pro rata share of costs incurred in the water system development. If major water utility infrastructure improvements become necessary, the Tribe and the City agree to work cooperatively towards a reasonable approach and in pursuit of available State and/or federal funding.

7 SEWER SERVICE.

7.1 Provision of Sewer Service. The City does not currently provide sewer service to the Property and presently has no plans to provide sewer service in the vicinity of the Property in the foreseeable future. In the event that the City extends sewer service to the vicinity of the Property in the future, and the Tribe desires to connect to the City's sewer service, the City will provide sewer service to the Property and associated facilities on the same basis that the City provides sewer service to other property within the City, and the Tribe will pay comparable amounts in exchange for such service. Unless otherwise agreed, the Tribe

will perform the actual installation and construction of sewer service to Property and associated facilities. Pursuant to Agreement Section 4, the Tribe and the City may make additional agreements regarding the provision of, and payment for, sewer service should that become necessary in the future.

8 STORM DRAINAGE SERVICE.

8.1 Provision of Storm Drainage Service. The City does not currently provide storm drainage and surface water management services ("storm drainage service") to the Property and presently has no plans to provide storm drainage service in the vicinity of the Property in the foreseeable future. In the event that the City extends storm drainage service to the vicinity of the Property in the future, and the Tribe desires to connect to the City's storm drainage service, the City will provide storm drainage service to the Property and associated facilities on the same basis that the City provides storm drainage service to other property within the City, and the Tribe will pay comparable amounts for such service. Unless otherwise agreed, the Tribe will perform the actual installation and construction of storm drainage service to the Property and associated facilities. Pursuant to Agreement Section 4, the Tribe and the City may make additional agreements regarding the provision of, and payment for, storm drainage service should that become necessary in the future. The Tribe will ensure that all new development retains its associated stormwater within the Property limits.

9 SANITATION SERVICES.

9.1 Provision of Sanitation Services. The Tribe presently provides its own sanitation services to the Property and plans to continue to do so. The City does not currently offer sanitation services and presently has no plans to do so in the foreseeable future. In the event that the City does provide, and the Tribe desires, City sanitation services in the future, the City will provide solid waste handling services to the Property and associated facilities, including but not limited to sanitation, garbage, refuse, compost, and recycling services, on the same basis that the City provides sanitation services to other property within the City, and the Tribe will pay comparable amounts for such services. Pursuant to Agreement Section 4, the Tribe and the City may make additional agreements regarding the provision of, and payment for, sanitation services should that become necessary in the future.

10 FIRE PROTECTION AND SUPPRESSION SERVICES

10.1 Provision of Fire Protection and Suppression Services. The Tribe has its own Fire Department and also has an existing Fire Protection Agreement dated August 11, 2022, with Clallam County Fire Protection District No. 1 for additional support. Upon the taking of the Property into trust, the Tribe and the County acknowledge and agree that the Fire Protection Agreement will apply to the Property and associated facilities.

11 EMERGENCY MEDICAL SERVICES.

11.1 Provision of Emergency Services. The County (through Clallam County Hospital District No. 1) will provide emergency medical services to the Property and associated

facilities on the same basis that the County provides such services to other property within the County. The County's provision of emergency medical services to the Property and associated facilities will be funded by the Tribe's contribution under Agreement Section 5.

12. ROAD/TRANSPORTATION SERVICES.

12.1 General. The Tribe's Property and associated facilities are located at the northwest corner of the intersection of U.S. Route 101 and State Route 110 (a/k/a La Push Road). So long as the Tribe's use of the Property and the nature of the facilities thereon remain substantially similar to the present, the Parties agree that the Tribe's contribution under Agreement Section 5 will cover any transportation-related impacts to County and/or City roads in the vicinity of the Property. In the event of future developments to the Property that may impact County and/or City roads in the vicinity of the Property, the Tribe commits to assess, address, and mitigate any transportation-related impacts and traffic-safety considerations on such local roads as part of its planning and construction of such developments. In the event that such developments cause traffic increases or other transportation-related impacts to such local roads that cannot be adequately mitigated, the Parties will work cooperatively to satisfactorily address such impacts under Agreement Section 4. Any roads the Tribe adds to the Property will be considered private roads and the City will not provide road maintenance, snow or ice removal, or other services it customarily supplies to public roads within the City. However, the Tribe will work with the County and the City to coordinate the road names and addresses for E911 purposes.

13. LAW ENFORCEMENT SERVICES.

13.1 General. Once the Tribe's Property is in trust status, the Property will not generally be subject to State or local law enforcement authority. The Tribe has enacted its own Law & Order Code and has its own law enforcement force (the La Push Police Department). Pursuant to the Tribe's Law & Order Code, the Tribe's criminal jurisdiction extends to the Property. However, the Tribe's criminal jurisdiction, particularly over non-Indians, is limited in certain respects by federal law. Moreover, the La Push Police Department has limited resources to patrol off the Quileute Reservation. Therefore, while the Tribe will provide law enforcement services to the Property to the extent possible, the Tribe also desires that the County and City provide law enforcement services to the Property. By this Agreement, the Tribe consents and agrees that the County and City may exercise State and local criminal law jurisdiction over non-Indians and non-Quileute Indians on the Property; and may, if appropriate, stop, search, and detain Quileute Indians for a reasonable period of time until the La Push Police Department can take custody of them. The County and City will exercise this law enforcement authority over the Property in non-discriminatory fashion. The Parties intend to further address law enforcement services, including this exercise of jurisdiction, in separate cooperative law enforcement agreements.

13.2 Public Safety Agreements. The Tribe may separately negotiate and finalize cooperative law enforcement agreements with the County and City. The scope of each Party's law enforcement authority, procedures for coordination between the Parties, the enforcement of criminal laws on the Property, the conduct of criminal background checks, incarceration, prosecution, and other activities may be appropriate subjects for a public safety agreement.

13.3 Jail Services. The Tribe and the City have an existing Intergovernmental Agreement for Prisoner Confinement Services dated June 1, 2023, whereby the Tribe may transfer custody of Tribal prisoners to the Forks Jail. The Tribe and the City acknowledge and agree that said Intergovernmental Agreement applies regardless of where Tribal prisoners were arrested and, accordingly, that the Tribe may transfer custody of Tribal prisoners arrested on the Property to Forks Jail pursuant to said Intergovernmental Agreement.

13.4 Miscellaneous. Nothing in this Agreement affects any civil or criminal jurisdiction the State of Washington or the United States may have over the property pursuant to Public Law 280.

14 OTHER SERVICES.

14.1 In General. The Parties have attempted in this Agreement to identify those County and City services that the Tribe would like the County and City to provide to the Property and/or associated facilities, or which the County and City provide to similarly situated properties, for which the County and City as a standard practice impose fees or charges on those receiving the services. In the event the Parties identify other County or City services that either the Tribe would like the County or City to provide to the Property or that the County or City provides to properties within its boundaries as a matter of due course, the Tribe, County, and/or City will determine on a mutually agreeable basis, subject to arbitration in the event agreement cannot be reached, what level of service will be provided by the County and/or City and the amount that the Tribe will pay to the County and/or City in exchange for receiving such services.

14.2 Non-Standard Services. The Tribe may request that the County and/or City provide, in relation to the Property and associated facilities, services that are not standard County or City services, that are not covered by this Agreement, or that are provided only pursuant to special agreement calling for a requester's payment for such services. One example might be a request for additional police coverage for a special event taking place on the Property. In the event the Tribe requests such non-standard services and the County and/or City is willing and able to provide the services, the County and/or City will provide the service on a cost recovery basis as mutually agreed to by the Tribe and the County and/or City, subject to arbitration in the event agreement cannot be reached.

15 DISPUTES AND REMEDIES.

15.1 General. The County and City understand that the Tribe is a federally recognized Indian tribe, entitled to all the protections and immunities afforded by the laws of the United States to Indian tribal governments, including but not limited to immunities from suit in tribal, federal, and state courts. Nothing in this Agreement is or may be construed as a general waiver of the Tribe's sovereign immunity, which immunity the Tribe expressly asserts and retains. Except as expressly provided in this Agreement, the Tribe does not waive, limit, or modify its sovereign immunity. The Tribe hereby provides a limited waiver of sovereign immunity from suit on the following terms and conditions, which terms and conditions the County and City expressly accept and acknowledge:

- 15.1.1 This limited waiver of sovereign immunity by Tribe is granted only to the County and City, and does not extend to any other person, agency, or entity, whether or not an assignee of or successor in interest to the County or City.
- 15.1.2 This limited waiver of sovereign immunity applies only to disputes under this Agreement and does not apply to non-contractual claims or to claims under any other Agreement between the Tribe and one or both of the other Parties. Nothing in this limited waiver of sovereign immunity creates a contractual relationship with or a cause of action in favor of any third party against the Tribe.
- 15.1.3 This limited waiver of sovereign immunity applies only to compelling arbitration pursuant to Section 15.6 or the enforcement of an arbitration award against the Tribe in the Quileute Tribal Court pursuant to Section 15.7, provided such arbitration award has been secured in the form and under the terms stated in Section 15.2, below. No court will have jurisdiction to interfere in any way with any pending arbitration, provided that a court may address any actions to compel and questions of arbitrability that may arise as stated in Section 15.6, below.
- 15.1.4 This limited waiver of sovereign immunity will be effective as of the date of this Agreement and will expire one year following the completion, expiration, termination, or cancellation of this Agreement, except that the Tribe's limited waiver of sovereign immunity will remain effective for any arbitration proceeding then pending until the conclusion of any enforcement action (including appeals) therefrom in the Quileute Tribal Court, and until the full satisfaction of any awards or judgments which may issue from such proceedings, provided that the action to collect such awards or judgments has been filed in the Quileute Tribal Court within one year after the date of the award or judgment.
- 15.1.5 Any recovery under this limited waiver of sovereign immunity must not exceed the payments for services the Tribe has agreed to make under this Agreement. This limited waiver of sovereign immunity is not, and may not be deemed to be, a consent by the Tribe to the levy of any judgment, lien, or attachment on any real property or any other personal property.
- 15.2 Procedures.** All disputes between the Parties and all claims arising under or related to this Agreement ("dispute(s)") will be subject to the dispute resolution procedures set forth in this Section 15 and no Party will be permitted or entitled to bring any claims or other disputes in tribal, federal, or state court. In other words, should a dispute arise, the Parties will be required to: (1) negotiate in good faith according to Section 15.3; (2) mediate according to Section 15.4; and (3) arbitrate according to Section 15.5, in that order. Arbitration may only be compelled and an arbitration award may only be enforced in the manner described in Sections 15.6 and 15.7, respectively, below.
- 15.3 Good Faith Negotiations.** The Parties will attempt in good faith to resolve through negotiation any dispute, claim, or controversy arising out of or relating to this Agreement. Any Party may initiate negotiations by providing written notice in letter form to another Party, setting forth the subject of the dispute, all relevant facts related to the dispute, and

the relief requested. The recipient of such notice will respond within fifteen (15) business days with a written statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each Party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) days after the date of the responsive written correspondence in order to exchange relevant information and perspectives, and to attempt to resolve the dispute.

- 15.4 Mediation.** If the Parties' good faith negotiations are unsuccessful in resolving the dispute, any Party involved in the dispute may commence mediation by providing to the other Party (or Parties) involved in the dispute a written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties involved in the dispute will cooperate with the Peninsula Dispute Resolution Center ("PDRC") and with one another in scheduling the mediation proceedings, which will be administered by PDRC and take place in Port Angeles, WA (or, if the Parties agree, may take place remotely). The Parties will proceed with mediation under the procedures established by the PDRC mediator. Any dispute resolution achieved through mediation will be set forth in writing (after an appropriate opportunity for review by the Parties' respective legal counsel) and will be enforceable under Section 15.7, below.
- 15.5 Arbitration.** If the dispute is not resolved by mediation, it will be resolved by final binding arbitration by JAMS in Seattle, WA, using one arbitrator and following the JAMS Comprehensive Arbitration Rules and Procedures (effective June 1, 2021) (the "JAMS Rules"), except that JAMS Rules 11(b) and 25 will not apply, and the provisions of Sections 15.6 and 15.7, below, will govern instead. Any Party involved in the dispute may initiate arbitration, by providing a written notice of its intention to arbitrate to the other Party (or Parties) involved in the dispute, upon either a written determination by the mediator or the Parties' mutual written agreement that mediation has been unsuccessful, or at any time at least sixty (60) days after the initial meeting with the mediator. Following a Party's receipt of the written notice of the other Party's intention to arbitrate, the Parties involved in the dispute will make a good faith effort to select an arbitrator as provided in Rule 15 of the JAMS Rules. The arbitrator selected must have at least ten years of legal experience in federal Indian law and contract law. If the Parties' selection process does not yield an agreed-upon arbitrator, JAMS will select one with such qualifications. If appropriate, the arbitrator may decide the dispute on summary disposition, unless the parties agree otherwise. Relief awarded by the arbitrator must be in accordance with this Agreement Section 15 and may include direct monetary damages, equitable relief, and specific performance, but may not include loss of profit, indirect, incidental, special, consequential, or punitive damages. The award rendered by the arbitrator will be final and may be enforced in accordance with applicable law only as provided in Section 15.7, below.
- 15.6 Compelling Arbitration.** As against each Party, actions to compel arbitration and questions of arbitrability of a claim will be determined by the same court designated for enforcement of an arbitration award against that Party in Section 15.7, below, provided that the County and City must follow all requirements of the Quileute Sovereign Immunity Ordinance section entitled "Procedure with Respect to Actions Authorized by this Title."

15.7. Enforcement of Arbitration Award. If an arbitration award is against the County and/or City, and in favor of the Tribe, judgment may be entered upon it in any court of competent jurisdiction. If the arbitration award is in favor of the County and/or City, and against the Tribe, judgment may be entered upon it exclusively in the Quileute Tribal Court, provided that Party (or Parties) seeking enforcement of the award must follow all requirements of the Quileute Sovereign Immunity Ordinance section entitled "Procedure with Respect to Actions Authorized by this Title." The Parties agree that the Quileute Tribal Court will only enforce the award rendered by the arbitrator and that such award is not subject to any appeal, objection or reconsideration in the Quileute Tribal Court other than as permitted of a federal court under 9 U.S.C. §§ 10 or 11. Moreover, the Tribe expressly states, and the County and City understand and acknowledge, that the Tribe does not waive its sovereign immunity from suit in any other court or otherwise consent to the jurisdiction of any other court for any purpose.

16 SUPPORT

16.1. Support for Trust Application. Upon execution of this Agreement and at all times thereafter as long as this Agreement remains in effect, the County and the City agree not to oppose, and not to otherwise take any action to frustrate, the Tribe's fee-to-trust application for the Property. The County and City agree that the Tribe may provide a copy of this Agreement to the federal government as part of its fee-to-trust application for the Property. Upon the Tribe's request, the County and City agree to provide statements of support for the Tribe's fee-to-trust application for the Property.

17 MISCELLANEOUS.

17.1 Governing Law. The validity, construction, interpretation, and legal effect of this Agreement will be governed by the laws of the State of Washington.

17.2 Amendments. Any Party may give the other Parties written notice at any time, initiating negotiations to amend, modify, or terminate this Agreement. In such event, the Parties will enter into good faith negotiations regarding the proposed amendment, modification or termination. This Agreement will remain in effect until amended, modified or terminated pursuant to such negotiations, or terminated as elsewhere provided by this Agreement. Any amendment must be in writing and signed by a duly authorized representative of each Party to be effective.

17.3 No Taxation or Regulation by the County or City. Nothing in this Agreement authorizes or will be deemed to authorize the County or City to impose any tax, fee, charge, or assessment upon the Tribe, Tribal Property or any Tribal activity, or to exercise any regulatory authority over the Tribe, Tribal Property or any Tribal activity, except for payments or regulatory authority expressly authorized by this Agreement.

17.4 Preservation of Tribal Self-Government. Nothing in this Agreement authorizes the County or City to regulate or interfere in any manner with the government of the Tribe.

17.5 Rights Limited to Parties. This Agreement is exclusively for the benefit of and governs only the respective authorities and relations between the Tribe, the County, and the City,

and does not create, grant or confer any rights whatsoever to any third party, person or entity.

- 17.6 Notices.** All notices required or permitted under this Agreement will be given by first class mail, postage prepaid. Notice so mailed will be deemed to have been received on the third (3rd) business day following the date of mailing. Notices will be to the following addresses or to such alternative addresses as are provided for in a written notice given by one Party to the others pursuant to this Section:

For the Tribe:

Chairman
Quileute Tribe
P.O. Box 279
La Push, WA 98350

With a copy to:
General Manager
Quileute Tribe
P.O. Box 279
La Push, WA 98350

For the County:

For the City:

Mayor
City of Forks
500 E. Division St.
Forks, WA 98331

With a copy to:
City Attorney
City of Forks
500 E. Division St.
Forks, WA 98331

The Parties are also encouraged to communicate with each other by phone, e-mail, or by other communication methods, but the method specified in this section is required for all official notices unless expressly agreed to in the alternative in writing.

- 17.7 Severability.** In the event any section or provision of this Agreement is held invalid, any Party may initiate negotiations pursuant to Agreement Section 17.2 to amend or modify this Agreement in response to such invalidity and, if the Party is not satisfied with the outcome of such negotiations, may terminate this Agreement by giving written notice of termination to the other Parties pursuant to the terms of this Agreement. If no Party exercises its rights under this subsection, it is the intent of the Parties that the remaining sections and provisions of the Agreement will continue in full force and effect.

- 17.8 Integration – Construction.** This Agreement contains the complete and exclusive expression of the Parties' intent and agreement. Each Party was advised by the legal counsel of its choice and participated in the drafting of this Agreement to the extent desired. The Parties therefore agree that any rule of construction to the effect that an agreement should be construed against the drafter will not apply.

EXECUTION

QUILEUTE TRIBE

CLALLAM COUNTY

Douglas Woodruff, Jr., Chairman

[Name, Title]

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Tribal Attorney

County Attorney

Date: _____

Date: _____

CITY OF FORKS

Tim Fletcher, Mayor

Date: _____

ATTESTED TO:

Caryn DePew, Clerk/Treasurer

APPROVED AS TO FORM:

William R. Fleck, City Attorney

Where is
the city?
Why are we doing
this cart before the
horse.
Observation;
Gov speaking
with Forked
townpe

Public comment
Norma Turner
7/15/25

Local News

The Seattle Times

The masks couldn't hide the folly of White Center ICE raid

July 9, 2025 at 6:00 am | Updated July 9, 2025 at 6:00 am



Federal officers watch protesters from inside a sally port of the Henry M. Jackson Federal Building on June 10 in Seattle. (Nick Wagner / The Seattle Times)



By Danny Westneat

Seattle Times columnist

What does mass deportation look like? It looks a lot like what went down last weekend in White Center, in a pawnshop parking lot.

Tires screeching, some SUVs pulled up outside Cash America on White Center's main drag, 16th Avenue Southwest. Out hopped some ... what? Bank robbers? Urban commandos?

They were masked, some with black balaclavas like the ones the anarchists wear to Seattle protests. They had protective vests, some marked "Police," though amateurishly so. (One seemed to be painted on using a stencil.)

They grabbed a woman known in White Center as "the food lady," on account of she sells food in the community along with other street vendors. As they

were walking off, a bystander shouted out: “What kind of people are you?”

It’s a very good question — with the answer still a mystery. This arrest happened on Saturday, and, as of Tuesday afternoon, no one at Immigration and Customs Enforcement, ICE, had deigned to answer it for me, other news media or the White Center community.

Were these ICE agents? None of them wore uniforms that identified them as ICE or DHS, for Department of Homeland Security. They rolled up looking for all the world like a squad that might stick up the place. Which at a pawnshop that sells guns is not an idle concern.

The employees at Cash America said they weren’t allowed to talk about it when I dropped in. A 3-minute video of the raid taken from inside the pawnshop shows the “agents” ushering a woman into an unmarked white SUV, as onlookers say “no, not the food lady!” and pillory the agents for hiding behind masks.

Workers at a nearby business told me the food lady was later released and is fine. I’m not using the food lady’s name because she didn’t do anything wrong here, and hasn’t been charged with anything, as near as I can tell.

“We don’t think that was even ICE,” one worker told me. “We think it was bounty hunters.”

I heard this rumor over and over again in White Center.

“They weren’t real ICE agents, they were bounty hunter,” said Octavio Romero, whose mother runs a White Center hair salon and who first posted the raid video over the weekend. “She (the food lady) was released after and they claimed it was a ‘MISTAKE’? I can’t believe they’re just going around doing this, it’s traumatic.”

Romero also told KING 5 news that the immigrant food vendors in the neighborhood have disappeared — likely in fear of more raids.

I don’t have any way of directly confirming or rebutting the bounty hunter claim, mainly because neither ICE Seattle nor ICE national responded to questions about it. They didn’t respond to KING 5 either.

But in a previous raid by a masked group of men in plain clothes in Los Angeles, an onlooker thought it was a kidnapping and called 911. The spokesperson for DHS said that one was a real immigration arrest. She added: “ICE does not employ bounty hunters to make arrests.”

Good to know. Isn’t it still a big problem if it *looks* like you do?

The Donald Trump campaign promised mass deportation, so they can’t just go after criminals because there aren’t enough of them. It’s going to include rounding up food ladies too, as ridiculous as that is. Then add the “secret police” way they’re going about it, and you’ve got a combustible mix.

The mask-wearing should be flat-out illegal for any law enforcement. U.S. Attorney General Pam Bondi said ICE agents are masking up to protect themselves from a hostile public. But that’s what helmets are for. Masks are for hiding — from accountability, or from your own shame. If the cause is legal and righteous, then why cover up?

Immigration enforcement is a tough job with tons of scrutiny and threats, and sometimes attacks. But so is police officer, or judge or prosecutor. You don’t see them hiding in balaclavas. City police officers have been wearing matching uniforms for decades while arresting the most dangerous street criminals. But ICE needs to pose as a rogue paramilitary unit to get the food lady?

The Trump administration demanded that universities ban the wearing of masks at student protests. “What do these

people have to hide?" Trump mocked of the students. Meanwhile his immigration enforcers were copying the tactic — even the same fashion choice in masking.

On Monday, some U.S. senators noted in a letter to ICE that there's already a complicating problem with all this dress up, which is that the bad guys are picking up on the trend. In cases in Los Angeles, North Carolina and Philadelphia, robbers have posed as fake ICE agents to exploit people.

So you have enforcers cosplaying as criminals, and criminals cosplaying as enforcers. Based on the White Center video, hitting just the right note of hostile, unaccountable ambiguity isn't too tough to pull off. Put on a balaclava and a vest, spray paint "police" on it and you're good to go.

We're only a few months in, and this is what mass deportation looks like. Like cruel theater.

I would bet an immigration policy that we're really asking for is that we're not asking for too much to ask? Also, how about we leave the food ladies of

Danny Westneat: dwestneat@seattletimes.com. *D*
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Submitted to BOCC July 15, 2025. By Norma Turner

1. **SACRAMENTO, Calif. — July 14, 2025**

California lawmakers are set to hold the first hearing on a proposal that attempts to stop federal officers from covering their faces when they conduct law enforcement operations in the state.

Senate Bill 627 is scheduled for its first hearing the Assembly Public Safety Committee Tuesday (7/15) at 8:30 a.m.

Democratic Bay Area State Sens. Scott Wiener and Jesse Arreguin introduced the proposal last month, as state and federal leaders clashed over the immigration raids in Los Angeles. The two said at the time the proposal is meant to boost transparency and public trust in law enforcement.

The bill specifically prohibits law enforcement in California, at every level, from covering their faces or disguising themselves while carrying out official law enforcement business. Officers who don't comply could face a misdemeanor under the proposal. The bill makes exceptions for those working under cover, those who need protection from smoke or gas and those who need masks as gear to carry out Special Weapons And Tactical (SWAT) team assignments

2. **FAIR Take | July 2025**

Massachusetts has introduced bills to prohibit law enforcement officers from wearing face coverings while on duty. More specifically, these bills are aimed at preventing immigration officials from wearing masks to protect their safety when they detain someone in those states.

The **Massachusetts** bill, House Docket (HD) 4886, prohibits state, local, and federal law enforcement officers from wearing a mask or personal disguise in the performance of their duties. Additionally, the bill requires law enforcement officers to have their names or badge numbers on their uniforms. It exempts medical masks as well as ones designed to protect against smoke or toxins and those worn by SWAT members to protect themselves. A violation of the law would be punishable as a misdemeanor.

4 CBS - TV story July 14-. **Tennessee** lawmaker files bill to ban ICE agents from wearing masks. - story states the sponsor has found some Republican and law enforcement officers support

5. New York Times. - July 9, 2025

Lawmaker in New York has proposed legislation to an ICE agents from wearing masks. Jessica Bulman-Pozen, a professor at Columbia Law School who specializes in constitutional law and federalism, said that states probably have the authority to enforce such a ban because state officials possess the absolute power to ensure the safety and welfare of their residents.

“People, obviously, could be putting on masks and impersonating law enforcement,” Ms. Bulman-Pozen said. “They could be engaging in actual criminal behavior, like kidnapping.

6. July 11, 2025. “ Washington Senator Patty Murray (D) joined fellow Democrats Alex Padilla of California, and Cory Booker of New Jersey to introduce a bill that would require U.S. Immigration and Customs (ICE) agents to display their identities and stop wearing masks and plain clothes to try to protect their identities during enforcement operations.”

7. June 26, 2025 WASHINGTON, DC — Representative Adriano Espaillat (NY-13), Chair of the Congressional Hispanic Caucus (CHC), and Representative Dan Goldman (NY-10) today led 37 of their House Democratic colleagues in introducing the ‘No Secret Police Act,’ which would require law enforcement officers and agents of the Department of Homeland Security (DHS) engaged in border security and civil immigration enforcement to clearly display identification and insignia when detaining or arresting individuals and to ban them from using home-made, non-tactical masks.

Judge Blocks Trump Administration Tactics in L.A. Immigration Raids

A federal judge temporarily halted the administration from making indiscriminate arrests based on race and denying detainees access to lawyers, in a lawsuit that could have national repercussions.



Listen to this article • 9:25 min [Learn more](#)



By Miriam Jordan

Miriam Jordan is a national immigration correspondent based in Los Angeles.

Published July 11, 2025 Updated July 12, 2025, 12:21 a.m. ET

A federal judge in California blocked the Trump administration on Friday from making indiscriminate immigration arrests in the Los Angeles area and from denying detainees the right to consult with a lawyer.

The two temporary restraining orders issued by the judge represented a sharp rebuke of tactics that federal agents have employed in and around Los Angeles during waves of immigration raids that began last month.

In the orders, the judge, Maame E. Frimpong of the U.S. District Court for the Central District of California, directed agents to stop racial profiling in the course of seeking out immigrants and mandated that the federal government, which has deployed hundreds of agents from Immigration and Customs Enforcement and other agencies in Los Angeles County, ensure detainees have access to legal counsel.

“What the federal government would have this Court believe — in the face of a mountain of evidence presented in this case — is that none of this is actually happening,” the judge wrote of the tactics barred in her order.

She said that “roving patrols” without reasonable suspicion violated the Fourth Amendment of the Constitution and that denying access to lawyers violated the Fifth Amendment.

The ruling, which remains in place for up to 10 days, came in response to a lawsuit filed last week by immigrant advocacy groups, led by the American Civil Liberties Union of Southern California and the nonprofit Public Counsel. A fuller hearing is expected in the coming weeks as the groups seek a more durable order, known as a preliminary injunction.

Los Angeles, the largest city in the largest blue state, has become the center of President Trump’s efforts to ramp up immigrant arrests to achieve his pledge of mass deportations. It is also about 30 percent Latino and is home to the nation’s largest population of undocumented people.

During a hearing on Thursday, the judge was skeptical of the government’s assertions that it was not violating the constitutional rights of people and that agents were stopping immigrants based on “the totality of circumstances,” rather than relying on race.

In addition to ICE, which is responsible for detaining and deporting immigrants, the Trump administration has tapped the Border Patrol, the F.B.I. and the Drug Enforcement Administration to assist with an aggressive enforcement operation in Los Angeles that prompted several days of protests last month.

Agents have arrested people in parking lots, in tow yards and on job sites like restaurants. Some encounters have been captured on bystander video, and in some instances, the arrests have appeared to be roundups of random Hispanic

people by armed agents, who drive up in unmarked vehicles, in military or plain clothes, wearing masks.

Mark Rosenbaum, a lawyer with Public Counsel, said, “The order reflects there is something very wrong when the federal government goes to war against an American city and ignores the Constitution.” He added, “Hopefully this ends the actions of the government rounding up carwash workers and other hardworking people like they were domestic terrorists.”

The mayor of Los Angeles, Karen Bass, said the judge’s ruling represented “American values and decency.”

During the hearing on Thursday, Sean Skedziewelski, a lawyer for the federal government, defended the tactics that the agents had been using in Los Angeles. He said that when they encountered people whom they weren’t initially targeting, “agents can’t put blinders on.”

Judge Frimpong described the government arguments as “very general,” saying that they “did not really engage with the high volume of evidence that the plaintiffs put in the record of the things we have all seen and heard on the news.”

She also said that the government had failed to explain how agents selected locations for sweeps, such as bus stops, beyond the fact that people congregating there are of a particular race or in a low-income neighborhood.

“I’m not really satisfied,” she said.

The lawsuit was filed on July 2, accusing the Trump administration of unleashing “indiscriminate immigration operations” that have swept up day laborers, carwash workers, farmworkers, caregivers and others described as “the lifeblood of communities.”



Emily, the niece of a worker who was swept up during an immigration raid at Bubble Bath Hand Car Wash in Torrance, Calif., speaking at a news conference where the lawsuit was announced this month. Damian Dovarganes/Associated Press

“Individuals with brown skin are approached or pulled aside by unidentified federal agents, suddenly and with a show of force, and made to answer questions about who they are and where they are from,” the complaint said.

In her 52- page ruling, Judge Frimpong said that the government “may not rely solely, alone or in combination,” on race or ethnicity; on a person’s speaking Spanish, or English with an accent; or on a person’s presence at a particular location, such as a day-laborer or agricultural site, or type of work performed to establish reasonable suspicion to stop and detain people.

In her ruling, she wrote that during the hearing, government lawyers had argued that the advocacy groups had not produced evidence that race was a motivating factor for what the groups said were unconstitutional stops and

arrests, that any particular agent had engaged in unconstitutional stops and arrests or that those stops and arrests were not consensual.

“But the evidence before the court at this time portrays the reality differently,” she said.

She criticized the government lawyer for pointing to arrests at carwash in Whittier, a town outside Los Angeles, as providing agents with reason to return again and again over several days to take more people. In fact, they ended up detaining a U.S. citizen there, she noted.

“The reasoning is circular at best, and no details were provided to support the idea that the multiple visits were indeed based upon ‘intelligence’ or investigation,” the judge wrote.

Mohammad Tajsar, senior staff attorney with the A.C.L.U. and counsel in the case, said the ruling confirmed that “no matter the color of their skin, what language they speak, or where they work, everyone is guaranteed constitutional rights to protect them from unlawful stops.”

“While it does not take a federal judge to recognize that marauding bands of masked, rifle-toting goons have been violating ordinary people’s rights throughout Southern California,” he said, “we are hopeful that today’s ruling will be a step toward accountability for the federal government’s flagrant lawlessness that we have all been witnessing.”

Tricia McLaughlin, a spokeswoman for the Department of Homeland Security, said that “a district judge is undermining the will of the American people.”

The outcome of the case could have implications for how federal agents conduct enforcement operations beyond Los Angeles, according to legal experts.

In a court filing in support of the suit, California and 17 other states with Democratic governors said that “aggressive enforcement tactics” had harmed local economies, prevented people from seeking medical care and disrupted the daily life of residents.

“Although defendants claim to be conducting a targeted operation aimed at criminals without legal status, they are instead conducting stops without reasonable suspicion, which in turn has impacted countless Los Angeles residents regardless of immigration status,” the states said in the court filing.

The federal government said in court filings that agents had followed the law when they stopped people whom they had reasonable grounds to suspect were undocumented.

“Consistent with the totality of the circumstances approach, agents may consider the location of the encounter, whether it was in a public place or businesses known to employ aliens without documentation, including specific streets, parking lots, and carwashes,” it said.

The lawsuit accused agents of confining people for days in a “dungeonlike” site in Los Angeles, known as B-18, intended for just hourslong stays, and pressuring people into accepting rapid deportation without allowing them to contact lawyers.

In responding to the allegations that some detainees did not have access to lawyers, the government argued that the plaintiffs were basing their claim on “past limitations” at a holding facility in Los Angeles. It said that operations there had been “normalized” on June 24 and that lawyers had since been able to reach clients.

The judge wrote in her ruling that “plaintiffs have sufficiently established that their missions of providing legal representation to immigrants, such as those allegedly detained at B-18 have been frustrated by defendants’ actions.”

Moreover, she agreed with their argument that there was “sufficient likelihood that they will again be wronged in a similar way” in the future.

On Monday, heavily armed federal agents and National Guard troops marched through MacArthur Park, at the heart of an immigrant enclave abutting downtown Los Angeles.

Thomas D. Homan, appointed border czar by Mr. Trump, had pledged that deportation efforts would target immigrants with criminal records. But initial detention and deportation numbers fell short of the president’s goals, which led to a directive from Stephen Miller, a senior White House aide, to drastically increase them. Since then, there has been a notable increase in the detention of immigrants who don’t have criminal records.

Miriam Jordan reports from a grass roots perspective on immigrants and their impact on the demographics, society and economy of the United States.

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When ICE came up empty



by Capital and Main

🕒 Saturday, July 12, 2025 at 11:00:24a PDT

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Attribution: Renae A. Hernández

Federal agents exit an armored truck on Park View Street, across from MacArthur Park and the Mexican Consulate west of downtown Los Angeles on July 7.

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Rick Wilson's Cogent Points About MAGA's Response To DOJ's "There Is No Epstein Client List." UPDATE

by Merlin196360,
Community

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Russian stuff blowing up: Russian blitz against civilians moves to western Ukraine

by quaoar,
Community

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Plague in Flagstaff: It's Not What Some News Reports Are Telling You

by lobachevsky,

A community's rapid response to a heavily militarized raid targeting

undocumented immigrants in Los Angeles' diverse MacArthur Park neighborhood helped stave off authorities.

By George B. Sánchez-Tello for Capital & Main

Los Angeles' MacArthur Park was strangely desolate on a summery Monday morning until the ground began to rumble.

Then, the convoy arrived: The eight-wheel diesel-powered U.S. Army tactical trucks, Humvees and armored vehicles — with roof hatches. They accompanied white, unmarked passenger vans and black SUVs, not to mention a large trailer containing numerous horses.

The Humvees blocked traffic on Wilshire Boulevard, which bisects the 35-acre park at the heart of this densely populated and famously Central American neighborhood west of Downtown Los Angeles, leaving diesel exhaust in their wake.



Attribution: Renae A. Hernández

Federal agents use an armored truck to block off Wilshire Boulevard and Alvarado Street, the eastern road through MacArthur Park.

Immigration and Customs Enforcement had arrived, along with its support, including U.S. Border Patrol agents on horseback. Those agents wore black padded armor, helmets and, beneath them, masks that made them virtually unidentifiable.

Dozens of other masked agents, dressed in camouflage and tactical vests and heavily armed, emerged from armored cars and unmarked vans. Their faces too were hidden — beneath reflective glasses, military-style helmets and more masks. (Their U.S. Border Patrol patches were visible on their uniforms.) A black Department of Homeland Security helicopter circled overhead.

Meanwhile, the normal daily life of MacArthur Park had come to a halt. There were no children hanging from its jungle gyms, swinging from its bars or just running around on the playground. The parents who typically lounge about on the nearby benches, keeping an eye on their children, were gone, as though by some magic spell. The ambulant vendors who sell candy, fruit, juices, soft drinks and cheap plastic toys were nowhere to be seen. No one kicked a soccer ball.

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by Saint Genesius, Community

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Attribution: Renae A. Hernández

Border Patrol agents atop horses equipped with protective armor march across an empty soccer pitch in MacArthur Park.

Other typical sounds of the park, like people speaking Spanish or the ancient Quiché Maya indigenous language from Central America, were gone. There was no music — no cumbias, merengue and reggaeton blasting from visitors' handheld speakers — and no evangelical preachers quoting Bible verse to warn listeners of the End of Days on mobile speakers.

The previous day, warnings appeared — single sheets of paper taped to light poles, trees and fences around the park — warning locals to stay away. They cited rumors of possible ICE raids at MacArthur Park. Word also spread on Instagram, as well as other social media apps such as Signal, Telegram and WhatsApp.

Ad hoc community defense groups that have formed in recent weeks to protect locals and document raids in many parts of Los Angeles played a substantial role in spreading the warnings in online discussion threads. Such efforts succeeded in essentially emptying the vast park of its habitual patrons.

So, when the agents on horseback and others swept through the park, they encountered little more than empty playgrounds, fields and benches. The agents, for the most part, advanced quickly. But the area wasn't empty. Local Spanish-language television crews were ready to broadcast from their branded vans. Photographers representing the *New York Times*, the Associated Press, Agencia Press, the *Los Angeles Times* and other news organizations were present near the park's amphitheater and beyond.

Dozens of anti-ICE rapid response team organizers, as well as legal observers in bright yellow t-shirts, stayed close, some speaking into megaphones to tell residents to stay away. One man rolled a mobile P.A. system that played a pre-recorded message in English and Spanish laying out people's rights — to remain silent; to speak to an attorney; to ask for a signed warrant; and to *not* sign documents.

The cacophony of their announcements drew people out of surrounding businesses, medical offices and apartments, even as more reporters arrived to document the scale of the “raid,” as well as its lack of any apparent success in detaining people without papers.



Attribution: Renae A. Hernández

A federal agent looks at a flyer taped to an electric box warning residents of rumored ICE raids that morning at MacArthur Park.



Attribution: Renae A. Hernández

A federal agent wears a keffiyeh, a traditional Palestinian scarf.

By the time agents walked from the west end of the park to the eastern edge, the rapid response teams and people in the neighborhood — collectively numbering in the hundreds — began to surround the agents and their cars, in some cases cutting them off from their own route out of

the area. Some yelled, “ICE out of L.A!” Many recorded the confrontation on their phones, live streaming it onto Instagram and other social media platforms.

Related | Trained volunteers patrol LA streets as ICE raids intensify

On the northeastern corner of the park, beyond the intersection of Sixth and Alvarado, a pair of dark SUVs attempted to drive into a traffic blockage where federal agents had shut down the intersection. The window of one of the vehicles, which had police sirens blaring, rolled down, revealing the head of Los Angeles Mayor Karen Bass, who peered out. Recognizing their mayor, people moved toward the vehicle, yelling at her to protect the city — before the vehicles made their way through traffic and onto Wilshire Boulevard. In a subsequent news conference, Mayor Bass described the Customs and Border Protection action at MacArthur Park as “outrageous and un-American.”

Soon after, the mounted officers retreated back to the horse trailers, and the armed agents returned to their vehicles.

A separate group of people followed armed agents back to another collection of parked vehicles. Agents gathered around a black armored car with a decal of U.S. Immigration and Customs



Attribution: Renae A. Hernández

Federal agents gather on Wilshire Boulevard, empty of traffic because of federal vehicles blocking the

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vehicle was a tripod-mounted rifle. Below, a rifleman peaked out of the roof hatch, looking east through the gun’s scope while aiming his weapon.

An agent in green camouflage with a police patch on his chest climbed into an SUV while one of his comrades moved a silver canister back and forth in his hands, his fingers playing with the pin as onlookers yelled, “Just go! Just go!” He eventually followed his colleagues into the car.



Attribution: Renae A. Hernández

A rifleman with a tripod stands atop an armored truck on Wilshire Boulevard while another peers out of the roof hatch.

Slowly, the SUVs and white passenger vans drove onto Wilshire Boulevard as dozens of people walked alongside their vehicles, chanting: "ICE out of L.A.!"

The rifleman in the armored ICE truck — still hanging out of the roof hatch where the tripod was set up — put his fingers in the shape of a V to signal peace to the crowd as they drove away.

Meanwhile, on the northwestern edge of the park, a crowd gathered near a social services building where the police officers, who had been present before ICE arrived, remained.

In front of someone recording a video, a man shouted at the officers: "What about them kidnapping us! You fucking pigs, fucking collaborators, motherfuckers!"

According to the Department of Homeland Security, 1,618 immigrants were detained for deportation in Los Angeles and surrounding regions of Southern



Attribution: George B. Sánchez-Tello

A flyer taped to a pole targets active military deployed in Los Angeles.

July 15, 2025

Public Comment
Denise Lapio
7/15/25

Attention: Loni Gores, Board Clerk

Forward to: Board of Clallam County Commissioners
Board Administrator

RE: Support for ICE

Dear Commissioners:

I am deeply concerned about the latest attacks on our federal law enforcement agencies and their impact on our local law enforcement. I support the efforts of ICE to immediately apprehend criminal illegal aliens/immigrants. It is known that many of these illegal aliens have previous criminal records from their country of origin. The Democrats have been particularly vocal about the need to expose ICE agents' identities by calling for no facial masks and names printed on vests. These agents deal with criminal cartels that have made billions from human trafficking, child sex slave trading, drug trafficking, and labor trafficking. How anyone can be supportive of these cartels by giving them access to the agents that do their duty to keep everyone, even those who are here illegally, safe. Exposing these agents leads to bounties by these cartels and a call for violence against them and their families. Again I am saddened that people want this for the agents, and their families, who perform their duty and put their lives on the line every single day. Unfortunately, Washington is a sanctuary state, which means it hides and protects illegal aliens over its own American citizens. This is especially true regarding my District Commissioner, Commissioner Ozias. It's very disappointing to witness that he does not support our laws or our law enforcement agencies. Nor does he regard his constituents as important enough to protect. Are we, the citizens of Clallam County, devalued by our own county and state governments? My stance is for everyone to cooperate with ICE and local law enforcement for the protection and safety of our community.

Thank you for your attention to my statement.

Sincerely,



Denise Lapio

BOCC Mail Correspondences Received from other Jurisdictions

PUBLIC NOTICE

SEPA Checklist 25-0068 associated with a Shoreline Permitting Exemption Request

Application Type: SEPA Checklist Application

Zone: Industrial Heavy (IH)

Description: McKinley Paper Company Crane Tower and Fixed Pier Removal and Demolition

Submitted: May 6, 2025

Applicant: McKinley Paper Company

Determined Complete: June 20, 2025

Location: 1815 Marine Drive, Port Angeles, WA 98363

Comment Period Close: Written comment must be received by July 18, 2025

WHAT: The City of Port Angeles received a SEPA Checklist associated with a Shoreline Permitting Exemption Request for the demolition and disposal of an existing crane tower and fixed pier. The crane tower will consist of the removal and disposal of 22 freestanding pilings, existing "stiff leg" pier bracing, stringer and roughly 30 creosote piling. The fixed pier will consist of the removal and disposal of existing 38' x 100' creosote pier, including roughly 58 creosote treated wood piling, pile caps, stringers, and decking.

STATE ENVIRONMENTAL POLICY ACT: It is expected that a Determination of Non-Significance will be issued for the project per the WAC 197-11-355 optional DNS process. This may be the only opportunity to comment on the environmental impacts of the proposal. The proposal may include mitigation measures under applicable codes, and the project review process may incorporate or require mitigation measures regardless of whether an EIS is prepared. A copy of the subsequent threshold determination for the specific proposal may be obtained upon request.

Interested parties are encouraged to comment on the proposal and may request a copy of the decision once it's been made. Any interested parties may submit written comment during the 14-day public comment period care of the Department of Community & Economic Development (DCED) via email ced@cityofpa.us, or addressed to 321 E 5th St., Port Angeles, WA 98362 no later than the comment period closing date of July 19, 2025.

LINK TO PROJECT INFORMATION: <https://www.cityofpa.us/145/Land-Use-Projects-Under-Review>

FOR ADDITIONAL INFORMATION PLEASE CONTACT: Courtney Bornsworth, *Natural Resource Associate Planner* at (360) 417-4750 or ced@cityofpa.us.

PUBLISH ON: July 5, 2025

RECEIVED
CLALLAM CO. COMMISSIONERS

JUL 07 2025

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