

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.33
(ID # 21154)**

MEETING DATE:
Tuesday, January 31, 2023

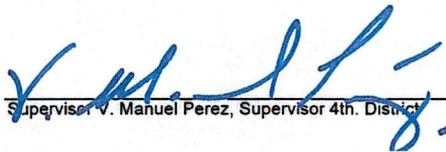
FROM : SUPERVISOR V. MANUEL PEREZ:

SUBJECT: Supervisor V. Manuel Perez: Approval of Memorandum of Understanding (MOU) between the Torres Martinez Desert Cahuilla Indians and the County of Riverside regarding the regulation of fee land within the Oasis Mobile Home Park (OMHP) within the Torres Martinez Indian Reservation

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Memorandum of Understanding between the Torres Martinez Desert Cahuilla Indians and the County of Riverside

ACTION:

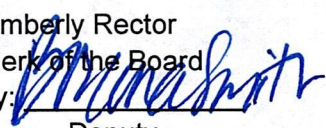


Supervisor V. Manuel Perez, Supervisor 4th. District 1/26/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 31, 2023
xc: District 4, HWS

Kimberly Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

BACKGROUND:

Summary

Oasis Mobile Home Park (OMHP), in the unincorporated community of Oasis, is home to more than 1,500 residents, most of whom are Latino farmworkers and their families in need of affordable housing. Since 2019 the Environmental Protection Agency (EPA) has issued three emergency administrative orders addressing high arsenic levels in the water system serving OMHP – these levels have been up to ten times the allowable measure. In addition to the non-potable tap water that is unsuitable for human consumption other issues include but are not limited to: uninhabitable and dilapidated mobile homes that pose a health and safety hazard, substandard sewer systems that flow into open pits, and electrical systems that present fire risks and outages – outages that can result in significant personal harm due to the high temperature and flooding in the area.

To date, the County of Riverside's Housing and Workforce Solutions (HWS) department has relocated 71 families out of OMHP. However, new families continue moving into OMHP. To address issues at OMHP and prevent new families from moving in, the County and Tribe have agreed to a Memorandum of Understanding (MOU) in which the County will have enforcement jurisdiction on fee land specifically related to preventing new families from moving into OMHP as families are moved out. The Tribe and County identified the following tools for the prevention of new individuals or families from moving back to OMHP: (1) installation of physical k-rails, (2) removal of trailers, (3) demolition of uninhabitable trailers, (4) removal/abandonment, and/or disconnection of unauthorized or unlawful utilities. This list is not intended to be exhaustive and will be modified and updated based on the circumstances.

Although this MOU is a momentous step forward in the continued collaboration of the County and the Tribe, the long-term solution for residents of Oasis is the development of affordable housing in the Eastern Coachella Valley. Various County departments such as HWS and Transportation and Land Management are diligently working to facilitate affordable housing development in the Eastern Coachella Valley.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TORRES
MARTINEZ DESERT CAHUILLA INDIANS AND COUNTY OF RIVERSIDE
REGARDING THE REGULATION OF FEE LAND WITHIN THE OASIS
MOBILE HOME PARK WITHIN THE TORRES MARTINEZ INDIAN
RESERVATION**

This Memorandum of Understanding (“MOU”) is entered into by and between the Torres Martinez Desert Cahuilla Indians, a federally recognized Indian tribe (“Tribe”), and the County of Riverside, a political subdivision of the State of California (“County”) (collectively, the “Parties”), for the enforcement of County health, safety, and permitting jurisdiction over those portions of fee land within the Oasis Mobile Home Park (“Oasis”) located within the exterior boundaries of the Torres Martinez Indian Reservation (“Reservation”).

RECITALS

WHEREAS as a sovereign government, the Tribe has environmental, economic, social, cultural, and political interests in all lands within the exterior boundaries of the Reservation, as well as all lands that have been or may be acquired by the Tribe or on behalf of the Tribe that are within Indian Country as that term is defined in federal law; and

WHEREAS because of the checker-board nature of the Reservation, and the large amount of fee simple ownership within the Reservation, the Parties share a common interest with respect to the health and safety of housing on fee simple land within the Reservation, and they recognize that cooperation, facilitation, and good will are important for meeting their goals with respect to these common interests; and

WHEREAS Oasis lies entirely within the Reservation, with a portion of the park on fee land and a portion on trust allotment land that is land held in trust by the United States for the benefit of the individual owners, who are members of the Tribe; and

WHEREAS Oasis houses approximately 1,500 residents, who are largely Latino farmworkers and their families. The Tribe and the County, along with the residents of Oasis Mobile Home Park and local non-for-profit organizations, have observed exceptional circumstances at Oasis that require immediate attention. Specifically, the exceptional circumstances include, but are not limited to, non-potable tap water that is unsuitable for human consumption, uninhabitable and dilapidated mobile homes that pose a health and safety hazard, substandard sewer systems that flow into open pits, and electrical systems that present fire risks and outages – outages that can result in significant personal harm due to the high temperature in this area; and

WHEREAS the Tribe and County further believe that these exceptional factors must be addressed in a uniform manner due to the checker-board pattern of ownership that includes both allotted trust land and fee land within Oasis. Specifically, since the Oasis Mobile Home Park is located on both allotted trust land and fee land, the Tribe and the County have been working to move individuals and families from the mobile home park to adequate housing locations off the Reservation. Unfortunately, as individuals and families

are moved out of Oasis, other individuals and families move into the vacated mobile homes or spaces. This vicious cycle has created an endless humanitarian crisis that is exceptional and must be addressed in a joint and uniform manner across allotted land and fee land; and

WHEREAS the Tribe and County have identified the following tools to prevent new individuals or families from moving back into Oasis: (1) installation of physical k-rails; (2) removal of trailers; (3) demolition of uninhabitable trailers; and (4) removal, abandonment, or disconnection of unauthorized or unlawful utilities including unpermitted water connections, septic connections, electrical connections, etc. This list is not intended to be exhaustive and will be modified and updated based on the circumstances; and

WHEREAS the United States Environmental Protection Agency ("EPA") has issued three emergency administrative orders to Oasis from 2019 to 2021 addressing high arsenic levels above the maximum contaminant level in the public water system serving Oasis; and

WHEREAS given all these the habitability problems at Oasis, the Parties have agreed to work towards closing the mobile home park within the next few years as the Parties relocate current park residents off the Reservation; and

WHEREAS as recognized for all tribes by the U.S. Supreme Court in Montana v. U.S., 450 U.S. 544 (1981), the Tribe has inherent sovereign authority over the conduct of non-Indians on fee lands within its Reservation when that conduct threatens or has some direct effect on the political integrity, the economic security, or the health or welfare of the Tribe, or where such non-Indian has entered into a consensual relationship with the Tribe; and

WHEREAS as recognized by the 9th U.S. Circuit Court of Appeals in Gobin v. Snohomish County, 304 F.3d 909 (9th Cir. 2002), the Tribe has exclusive land use jurisdiction over fee land owned by a tribal member within the Reservation except in exceptional circumstances as weighed against traditional notions of Indian sovereignty and the congressional goal of encouraging tribal self-determination, self-sufficiency, and economic development; and

WHEREAS in addressing housing issues at Oasis, the Parties desire and intend to minimize jurisdictional conflicts and believe exceptional circumstances exist at Oasis as to the immediate health and safety of the non-Indian residents such that the County may also exercise jurisdiction over the portion of the park on fee land; and

WHEREAS the County has in place departments, including, but not limited to Building and Safety and Code Enforcement, to enforce County ordinances, including those relating to mobile home parks, illegal dumping, sewage discharge, but limited to Ordinance No. 348 (Land Use), Ordinance No. 520 (Abandoned Vehicles), Ordinance No. 541 (Removal of Rubbish), Ordinance No. 650 (Sewage Discharge), Ordinance No. 725 (Enforcement of Land Use Ordinances), and Ordinance No. 840 (Impoundment of Nuisance Vehicles);

WHEREAS the County, with the agreement of the Tribe, intends to apply its land use ordinances to the portion of the park on fee land to prevent new families from moving in once a current family moves out. The County intends to do this through all lawful means including hauling away abandoned trailers, placing K rails on empty trailer sites, discontinuing utility service to empty sites, filling in septic systems for empty sites, and so forth; and

WHEREAS the Parties recognize and acknowledge that this MOU is an important step in furthering a relationship founded on trust, mutual respect, and cooperation intended to benefit the Tribe and the County as they collectively work to address housing and livability concerns at Oasis; and

WHEREAS the Parties understand and agree that this MOU will become effective and a public document upon its approval and execution.

NOW, THEREFORE, the Parties agree as follows:

1. The Parties recognize that the County may administer and enforce County ordinances, including those relating to mobile home parks, illegal dumping, sewage discharge, but limited to Ordinance No. 348 (Land Use), Ordinance No. 520 (Abandoned Vehicles), Ordinance No. 541 (Removal of Rubbish), Ordinance No. 650 (Sewage Discharge), Ordinance No. 725 (Enforcement of Land Use Ordinances), and Ordinance No. 840 (Impoundment of Nuisance Vehicles), and its related health and safety requirements, including to take whatever action is necessary and within its authority to address violations of the relevant County requirements on fee land within Oasis. Such enforcement actions include inspections of mobile home park units, issuances of notices of violations or other orders to the owners and/or operators of Oasis, red-tagging mobile home park units, installing physical barriers such as K-rails preventing access to mobile home park units, cutting of utilities to mobile home park units, and removal and/or demolition of mobile home park units. The Parties intend that the County's enforcement activities will primarily focus on vacant units or units that become vacant while this MOU is in effect.
2. The Tribe consents to the County Code Enforcement Department accessing Oasis fee lands within the Reservation to enforce the above County requirements. The County Code Enforcement Department shall coordinate and cooperate with the Tribe's Planning Department in obtaining access and provide at least 24 hours written notice to the Tribe before entry. The County shall keep the Tribe informed of all enforcement activities at Oasis.
3. The Tribe will cooperate with the County in the County's enforcement of its laws on the fee land within Oasis and the eventual closure of the park.
4. The Parties recognize and agree that exceptional circumstances exist such that the County may exercise jurisdiction as to the fee lands within Oasis even though owned by tribal members. Exceptional circumstances include, but are not limited to, non-potable tap water that is unsuitable for human consumption, uninhabitable and dilapidated mobile homes that pose a health and safety hazard, substandard sewer

systems that flow into open pits, and electrical systems that present fire risks and outages – outages that can result in significant personal harm due to the high temperature and flooding in this area. The residents of the park are largely non-Indians and face serious health and safety risks. The Tribe does not have the resources or manpower to address let alone remedy these health and safety concerns, especially for non-members.

5. Nothing herein will preclude the Tribe from enforcing its laws and ordinances on all lands on the Reservation and against any person or entity within the scope of the Tribe's jurisdiction.

6. Nothing herein will preclude or in any way limit the Federal government from enforcing its own statutes and regulations, as allowed by applicable law, within the exterior boundaries of the Reservation.

7. Nothing in this MOU is intended to enlarge or detract from the existing authority, jurisdiction, or obligations of any Party. The scope of this MOU is limited to Oasis fee land.

8. Nothing in this MOU or any decision made by the Parties will give any third party any cause of action or claim or remedy not otherwise provided in existing law.

9. Each Party remains responsible for any claims or damages arising from the actions of its employees, officers, agents, and contractors pursuant to this MOU.

10. In the event that disputes arise between the Parties regarding the interpretation or implementation of this MOU, the Parties agree to meet and confer in good faith to attempt to resolve the dispute.

11. This MOU shall remain in effect until Oasis is permanently closed or either Party terminates this MOU upon thirty (30) days' written notice to the other Party. Such notice shall be made in writing, sent by certified mail or similar method of delivery with return receipt, to the following addresses:

Tribe's Representative: Torres Martinez Desert Cahuilla Indians
Attn: Tribal Chair
66725 Martinez Rd,
Thermal, CA 92274

With a copy to: Thomas Weathers
The Law Offices of Thomas Eagle Weathers, P.C.
1000 Fourth St., Suite 425
San Rafael, CA 94901

County's Representatives: Riverside County Board of Supervisors
Attn: Board Chair
County Administrative Center
4080 Lemon St., 14th Floor
Riverside, CA 92501

With a copy to: Ronak Patel
Office of County Counsel, County of Riverside
3960 Orange St., Suite 500
Riverside, CA 92501

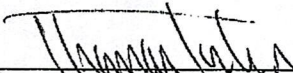
12. This MOU shall not be construed for or against any Party based on drafting. Each Party agrees to execute and deliver such other documents and perform such other acts as may be necessary to effectuate the purposes of this MOU.

13. The provisions of this MOU are severable and, should any provision be found to be invalid or unenforceable under applicable law, the provision shall be severed from this MOU, and the remainder of the MOU shall remain in full force and effect.

14. The provisions of this MOU may be amended by mutual written agreement of the Parties. This MOU contains the entire agreement of the Parties hereto with respect to the matters covered by this MOU and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith.


15. This MOU may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument, notwithstanding that each Party is not a signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date of the last signature below. The signatories to this MOU below hereby acknowledge and represent that they are duly authorized and have full authority to enter into this MOU on behalf of the Party for whom they are signing.




Thomas Torte, Jr., Chairman
Torres Martinez Desert Cahuilla Indians

Date: JAN 14, 2023



Chairman
Riverside County Board of Supervisors

Date: 1/31/23

ATTEST:
KIMBERLY A. RECTOR, Clerk
By 
DEPUTY