

**RINCON BAND OF LUISEÑO MISSION INDIANS
RINCON INDIAN RESERVATION, CALIFORNIA**



**RINCON CANINE CONTROL ORDINANCE
RINCON TRIBAL CODE § 15.1000**

Adopted on December 13, 2002

RINCON CANINE CONTROL ORDINANCE

Rincon Tribal Code § 15.1000

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§ 15.1000 PURPOSE

(a) The purpose of this Ordinance is to protect the health and safety of persons on the Rincon Reservation by establishing rules and regulations governing the control and humane treatment of a Dog within the Rincon Reservation.

(b) This Ordinance establishes the duties and obligations of an Owner with respect to licensing, vaccinations and control of a Dog within the Rincon Reservation.

(c) This Ordinance authorizes the Impoundment of a Dog and the assessment of fines and penalties against the Owner of a Dog for violations of the provisions of this Ordinance.

§ 15.1001 DEFINITIONS

For the purposes of this Ordinance, the following definitions shall apply:

(a) “**Agent**” means a person or organization, usually an animal control organization that specializes in the humane treatment of animals, authorized pursuant to a service contract with the Tribal Government or is otherwise designated in writing by the Tribal Council to enforce the provisions of this Ordinance.

(b) “**Animal Control Officers**” means the officers or employees of an Agent.

(c) “**Band Member**” means an enrolled member of the Tribe.

(d) “**Breeding**” means the reproduction of animals that are closely related and visibly similar or hybrids, both having characteristics that are intentionally selected and maintained by humans.

(e) “**Business Committee**” is the five-member committee established under Section 3 (a) of the Rincon Band’s Articles of Association. "Business Committee" shall be synonyms with "Tribal Council" as used in any existing or future tribal ordinance.

(f) “**Dangerous Dog**” means a Dog which: (i) has twice within a 48-month period attacked, bitten or otherwise caused injury to a person engaged in a lawful activity; or (ii) has once attacked, bitten or otherwise caused injury to a person engaged in a lawful activity, resulting in death or substantial injury; or (iii) has been declared a Dangerous Dog by the Tribal Government, its Agent or Animal Control Officers.

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(g) **“Dog”** means *Canis familiaris* or any other member of the Canis genus if owned, kept, or harbored.

(h) **“Dog License Application Form”** means the license application form issued by the Tribal Government to be completed by Owners to license a Dog pursuant to this Ordinance.

(i) **“Impoundment”** means a Dog in the custody and control of the Tribal Government or an Agent as provided in this Ordinance.

(j) **“Leash”** means a rope, leather strap, chain or other material not exceeding six (6) feet in length, being held in the hand of a person capable of controlling and actually controlling the Dog to which it is attached.

(k) **“License Fee”** means that certain fee paid to the Tribal Government by an Owner at the time of submitting a Dog License Application Form.

(l) **“Owner”** means any person who is the legal owner, keeper, harborer, possessor or the custodian of an animal. Ownership is also established by a person who is known or claims to be the owner or custodian, and takes possession or custody of a Dog.

(m) **“Notice of Impoundment”** means the written notice, including any reports, sent to an Owner specifying the reasons for Impoundment of a Dangerous Dog, and the date, time and place for hearing in Tribal Court on the Impoundment of a Dangerous Dog.

(n) **“Notice of Release”** means oral or written notice from a Veterinarian, Agent or Animal Control Officer that a Dog may be released from Impoundment.

(o) **“Notice of Violation”** means that certain notice provided to an Owner upon violation of this Ordinance.

(p) **“Per Capita Payment”** means those payments made or distributed to Band Members pursuant to the Ordinance Prescribing Allocation and Distribution of net Revenues from Tribal Gaming Activities for the Band, RTC § 6.300.

(q) **“Rabies Certificate”** means a written document from a Veterinarian that identifies the breed and birth date of the Dog who received the rabies vaccine, the Owner of the Dog and the date of vaccine.

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(r) "**Rincon Band**" means the Rincon Band of Luiseño Indians, a sovereign Indian Band which is recognized as such by the U.S. federal government. Reference to "Tribe" or "Band" in any existing or future ordinance shall mean the "Rincon Band".

(s) "**Rincon Reservation**" means all lands within the exterior boundaries of the Rincon Reservation.

(t) "**Registration/License Fee**" means the fee to be paid by the Owner of a Dog as specified on the Dog License Application form used by the Tribal Government pursuant to Section 15.1003 of this Ordinance.

(u) "**Residential Premises**" means one or more residential dwellings and surrounding land located within the Rincon Reservation.

(v) "**Restraint**" means a physical structure used to immediately restrict an animal or animals to a limited amount of space, such as a room, pen, run, cage, compartment or kennel for one or more Dogs.

(w) "**Rules of Court**" means the Code of Civil Procedure and Rules of Court then in effect of the Tribal Court.

(x) "**Tribal Council**" means the same as the Business Committee, the elected body of the Band authorized to exercise the executive powers of the Band pursuant to Section 6 of the Articles of Association.

(y) "**Tribal Court**" means the Inter-tribal Court of Southern California sitting as the Rincon Tribal Court.

(z) "**Tribal Government**" means the Rincon Tribal Government, its arms, agencies, departments, committees, instrumentalities, entities and enterprises.

(aa) "**Tribe**" means the Rincon Band of Luiseño Indians.

(bb) "**Veterinarian**" means a person who is trained to give medical care to animals and licensed to practice veterinary medicine by the State of California.

(cc) "**Whelping Period**" means for purposes of Breeding, the birth of a litter, the post-partum period following birth, nursing and weaning of puppies by a Dog.

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§ 15.1002 ENFORCEMENT AUTHORITY

(a) Animal Control Officers or an Agent are permitted to enter the Rincon Reservation and Residential Premises located thereon to enforce the provisions of this Ordinance, provided that Animal Control Officers shall not enter personal living quarters, except in cases of emergency or where the Residential Premises have been abandoned, without first obtaining: (i) the consent of an Owner with authority to consent, or (ii) written authorization from the Business Committee.

(b) Animal Control Officers or an Agent shall, at all times for purposes of any enforcement action under this Ordinance, carry identification indicating his or her status as an Animal Control Officer or an Agent upon entering the Rincon Reservation or Residential Premises.

(1) Subject to the exceptions set forth in Section 15.1002(a), an Animal Control Officer shall be required to carry and present a Notice of Violation that reasonably details the violation of and the reasons for enforcement of this Ordinance.

(2) It shall be a violation of this Ordinance for any person to interfere with, molest, hinder, resist or obstruct an Animal Control Officer during the performance of his or her duties.

(3) Any person who violates this Section 15.1002 or fails to comply with a Notice of Violation issued pursuant to this Section 15.1002 is guilty of a misdemeanor subject to monetary penalty in the amount of a \$100 fine per day. Each day on which a violation of this Section 15.1002 occurs shall constitute a separate offense for which a \$100 fine per day may be assessed.

§ 15.1003 LICENSE REQUIREMENTS

(a) **Ownership Registration/License Requirements.** The Owner of a Dog, except Owners who are visitors staying less than thirty (30) days within the Rincon Reservation, shall apply for and obtain from the Tribal Government a separate dog license for each Dog they own possess, keep or harbor after it is four (4) months old. The Owner of a Dog must possess the license at the time the Dog is five (5) months old or thirty (30) days after obtaining or bringing any Dog over four (4) months of age onto the Rincon Reservation. The Owner of a Dog shall renew his or her Dog license before it expires for as long as they own, possess, keep, harbor, or otherwise have custody of the Dog.

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(b) License Application. The Owner of a Dog is required to complete a Dog License Application Form and pay a License Fee, unless exempt pursuant to subsection (c), to register his or her Dog with the Tribe.

(c) Exemption from Fee. An Owner of a Dog that is a Band Member is exempt from payment of a License fee to register his or her Dog.

(d) Vaccinations. All Owners must present a Rabies Certificate and other documentation from a Veterinarian that the Dog has received a rabies vaccine and any other required vaccines, e.g. distemper, etc.

(e) Neutering/Spaying. Subject to Section 15.1003(f), all Dogs shall be neutered or spayed. For Dogs six (6) months old or older, such procedure must be completed within two (2) weeks after the Owner acquires the Dog. For a Dog six (6) months or younger, the Dog must be spayed or neutered on or before the Dog attains the age of six (6) months. A certificate from a Veterinarian substantiating that the Dog has been spayed or neutered must be submitted to the Tribal Government. If the Owner cannot afford to have a Dog neutered or spayed, the Dog shall be subject to Impoundment.

(f) Fines. An Owner who fails to comply with a Notice of Violation issued pursuant to this Section 15.1003 is guilty of a misdemeanor subject to monetary penalty in the amount of a \$100 fine per week. Each week on which a violation of this Section 15.1003 occurs or continues shall constitute a separate offense for which a \$100 fine per week up to three (3) weeks may be assessed. If the Owner of a Dog does not comply with this Section 15.1003 after three (3) weeks, the Dog shall be subject to Impoundment.

(g) Exception for Breeding Dogs. All Owners shall obtain a written waiver of the requirements in Section 15.1003(d) from the Tribal Government prior to Breeding a Dog on the Rincon Reservation. The waiver shall specify the identity and breed of the Dog, the Owner and the circumstances under which Breeding a Dog will occur. The term of any waiver pursuant to this Section 15.1003(g) shall not exceed the Whelping Period as that term is defined in this Ordinance.

§ 15.1004 GARNISHMENT

A Band Member who is an Owner of a Dog who fails to comply with a Notice of Violation and for which a penalty or fine is assessed shall be subject to a garnishment action of existing or future Per Capita Payments, pursuant to RTC § 6.300 et seq.

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§ 15.1005 RESTRAINT

(a) Restraint Requirement. An Owner shall at all times prevent his or her Dog from leaving the Owner's Residential Premises within the Rincon Reservation. An Owner of a Dog at-large that is not confined or enclosed on his or her Residential Premises within the Rincon Reservation, shall be in violation of this Ordinance.

(1) An Owner of a Dog shall be a violation of this Ordinance if his or her Dog enters public land or the Residential Premises of another person without the express permission of the Tribal Government and/or the person who owns or possesses the Residential Premises.

(2) An Owner shall Leash his or her Dog whenever the Owner accompanies the Dog outside of the Owner's Residential Premises and enters public land or the Residential Premises of another person within the Rincon Reservation.

(3) The Animal Control Officers or an Agent are authorized to set humane Dog traps within the Rincon Reservation to capture Dogs in violation of this Section 15.1005.

(b) Impoundment. A Dog that is in violation of Section 15.1005 is subject to Impoundment by Animal Control Officers or an Agent.

(1) If the impounded Dog is diseased, as determined by a Veterinarian or Animal Control Officer, the Veterinarian may authorize, with the permission of the Owner, the euthanasia of the Dog.

(c) Violations. Owners in violation of this Section 15.1005 shall be subject to following:

(1) A Notice of Violation shall be issued to the Owner for the first and second offense.

(2) If the Owner is found in violation of this Section 15.1005 for a third offense within one (1) year from the date of the first Notice of Violation, the Owner of the Dog shall be fined One Hundred Dollars (\$100).

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(3) If the Owner is found in violation of this Section 15.1005 for a fourth offense within one (1) year from the date of the first Notice of Violation, the Dog shall be subject to Impoundment and the Owner shall be prohibited from keeping his or her Dog on his or her Residential Premises or anywhere within the Rincon Reservation for two (2) years from the date of the last violation.

§ 15.1006 DOG BITES

(a) **Dog Bites.** The Tribal Government may issue a Notice of Violation and direct the Owner of a Dog that has bitten a person or other animal to:

(1) Surrender the Dog to an Animal Control Officer for isolation and Impoundment for a period of not less than fourteen (14) days after the day of infliction of the bite or other exposure until examined and released by a Veterinarian.

(2) Upon Notice of Release, the Owner of the Dog shall be required to pay any fees, charges or penalties incurred to the Tribal Government, its Agent or the Veterinarian in connection with the isolation and Impoundment, including the costs of capture, confinement, quarantine, board and examination.

(b) In addition to the costs assessed to an Owner pursuant to Section 15.1006 (a), the Owner of the Dog found in violation of this section shall also be fined one hundred dollars (\$100) for each infliction of a bite to a person or other animal by his or her Dog.

§ 15.1007 PROCEDURES WHEN RABIES SUSPECTED

(a) The Tribal Government or its Agent will investigate any report of a Dog that shows symptoms of rabies or acts in a manner that would lead a reasonable person to believe that the Dog may be infected with rabies. Upon determination by the Tribal Government, its Agent or Animal Control Officers that a Dog may be infected with rabies, a Notice of Violation shall be issued and the Owner shall:

(1) Surrender the Dog to the Tribal Government, its Agent or Animal Control Officers for isolation and Impoundment.

(2) Upon a determination by a Veterinarian that a Dog is rabid, the Veterinarian may authorize, with the permission of the Owner, the euthanasia of the Dog.

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(3) If a Dog is not infected with rabies as determined by a Veterinarian, the period of Impoundment shall terminate.

(4) Upon Notice of Release, the Owner of the Dog shall be required to pay any fees, charges or penalties incurred to the Tribal Government, its Agent or the Veterinarian in connection with the isolation and Impoundment, including the costs of capture, confinement, quarantine, board and examination.

§ 15.1008 DANGEROUS DOGS

(a) Legal Obligation of Owner. An Owner of a Dangerous Dog within the Rincon Reservation is guilty of misdemeanor if, as a result of the Owner's failure to exercise ordinary care, the Dangerous Dog attacks, bites, or otherwise causes injury to a person engaged in lawful activity and the Owner knew or should have known of the vicious or dangerous nature of the Dog.

(b) Signs. An Owner of a Dangerous Dog shall post signs on and around his or her Residential Premises to notify and warn the public and all persons who may enter the Residential Premises that a Dangerous Dog is present thereon.

(c) Impoundment. A Dangerous Dog is subject to Impoundment in the event of the Owner fails to comply with Section 15.1008(a) and such failure results in one or more violations of this Ordinance.

(1) An Owner of a Dangerous Dog subject to the provisions of Section 15.1008 shall immediately surrender custody and control of the Dangerous Dog to the Tribal Government, its Agent or Animal Control Officers.

(d) Notice of Impoundment. The Tribal Government shall serve a Notice of Impoundment by mail to the last known address of the Owner.

(e) Dangerous Dog Fees. The Owner of a Dangerous Dog shall be required to pay any fees, charges or penalties incurred to the Tribal Government, its Agent or the Veterinarian in connection with the Impoundment, including the costs of capture, confinement, quarantine, board and examination.

(f) Dangerous Dog Penalties. In addition to the costs assessed to an Owner pursuant to Section 15.1008 (f), the Owner of the Dangerous Dog shall also be fined one hundred dollars (\$100) for each day he or she in violation of this Section 15.1008.

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§ 15.1009 INJURY TO DOGS AND OTHER ANIMALS

(a) The Owner of a Dog that injures or causes the death of another Dog or other animal within the Rincon Reservation, shall be liable for the reasonable costs of the loss and shall reimburse the owner of the injured Dog or other animal the reasonable costs incurred as a result of the injury or death. If the injury or death of a Dog or other animal was caused by an attack of multiple Dogs, the Owners of each of the Dogs involved in the attack shall be jointly and severally liable for reasonable costs of the loss and shall reimburse the Owner of the injured Dog or other animal the reasonable costs incurred as a result of the injury or death.

(b) **Civil Actions.** This Ordinance authorizes private civil actions for cost recovery from the Owner of a Dog pursuant to Section 15.1009(a) to be filed in Tribal Court pursuant to the Rules of Court.

§ 15.1010 SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Ordinance, and to this end the provisions of this Ordinance are severable.

§ 15.1011 SOVEREIGN IMMUNITY

All inherent sovereign rights of the Rincon Band as a federally recognized Indian tribe with respect to provisions authorized in this Ordinance are hereby expressly reserved, including sovereign immunity from unconsented suit. Nothing in the Ordinance shall be deemed or construed to be a waiver of the Rincon Band's sovereign immunity from unconsented suit.

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