

AGREEMENT FOR ANIMAL CONTROL SERVICES

between

COUNTY OF SANTA BARBARA

and

SANTA YNEZ BAND OF CHUMASH INDIANS

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and SANTA YNEZ BAND OF CHUMASH INDIANS with an address at PO BOX 517, SANTA YNEZ CA, 93460 (hereafter TRIBE) wherein COUNTY agrees to provide, and TRIBE agrees to accept the services specified herein.

WHEREAS, TRIBE, mindful of its duties and responsibilities to protect and maintain the public health, safety, and welfare of its citizens and provide for the humane care of animals, finds it necessary to regulate and control the enforcement of Animal Control Ordinances within the TRIBE; and

WHEREAS, TRIBE has determined that the best interest of the TRIBE would be served by having the animal control services provided by the COUNTY; and

WHEREAS, pursuant to Section 101400 of the Health and Safety Code, COUNTY and TRIBE may contract for the performance by COUNTY employees for any or all functions relating to and in connection with the enforcement of local health and sanitation laws; and

WHEREAS, historically the County has subsidized TRIBE's costs for these animal control services using Tobacco Settlement and COUNTY General Fund dollars. On April 19, 2022, the COUNTY Board of Supervisors directed the COUNTY to phase out the County's General Fund subsidy calculated based on FY 21-22 fiscal year over a five-year period to alleviate the financial burden on TRIBE and add a 2.5% Consumer Price Index increase.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

The County agrees, through its Animal Services division ("Animal Services") to provide animal services to the TRIBE as set forth herein and in the attached Service Level Request (EXHIBIT A), as it may be amended by the parties from time to time.

Such services shall comply with applicable County ordinances, the municipal code of the TRIBE and the statutes of the State of California. The County will provide only those services set forth in the attached Service Level Request (EXHIBIT A) and Municipal Code Enforcement (EXHIBIT C).

1. DESIGNATED REPRESENTATIVE

Paige Batson at phone number 805-319-8646 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Adrian Hernandez at phone number 805-688-7997 is the authorized representative for TRIBE. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Paige Batson, Deputy Director, Community Health
300 N San Antonio Road
Santa Barbara, CA 93110
(805) 896-2456

To TRIBE: Adrian Hernandez, Director of Community Development
P.O. Box 517
Santa Ynez, CA 93460
(805) 688-7997 (main); 805-686-9578 (fax)

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

COUNTY agrees to provide services to TRIBE in accordance with the Service Level Request (EXHIBIT A) attached hereto and incorporated herein by reference. The COUNTY is contracting to enforce the TRIBE codes listed in Exhibit C.

4. TERM

The term of this Agreement shall be from July 1, 2022 through June 30, 2027.

5. COMPENSATION OF COUNTY

For services rendered between the period of July 1, 2022 and June 30, 2027, TRIBE shall pay County in accordance with terms of Exhibit B attached hereto and incorporated herein by reference. Invoices shall be delivered quarterly to the TRIBE either by email or to the address specified in Section 2, NOTICES above. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INTERPRETATION/APPLICATION OF TRIBE CODES

TRIBE shall be responsible for the legal work associated with the interpretation and prosecution of its ordinances, and defense of the ordinance content and application.

7. INDEPENDENT CONTRACTOR

The parties hereto, in the performance of this Agreement, will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Without limiting the foregoing, the TRIBE shall advise the County's Division of Animal Services in the implementation and enforcement of its code pursuant to this Agreement.

Agreement. TRIBE further covenants that in the performance of this Agreement, no person having any such interest shall be employed by TRIBE.

8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All reports and documents prepared by County under this Agreement are the joint property of the TRIBE and the County.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents, or other materials prepared under this Agreement.

9. NO PUBLITRIBE OR ENDORSEMENT

TRIBE shall not use COUNTY's name or logo or any variation of such name or logo in any publication, advertising or promotional materials. TRIBE shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing TRIBE. TRIBE shall not in any way contract on behalf of or in the name of COUNTY. TRIBE shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

10. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for TRIBE's use in connection with the services shall remain COUNTY's property, and TRIBE shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. TRIBE may use such items only in connection with providing the services. TRIBE shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

11. INDEMNIFICATION AND INSURANCE

11.1 Indemnification.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully defend, indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the acts or omissions of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage, claim, expense, cost, or liability occurring by reason of the acts or omissions of other parties hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement

11.2 Insurance.

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.

12. NONDISCRIMINATION

COUNTY hereby notifies TRIBE that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same

force and effect as if the ordinance were specifically set out herein and TRIBE agrees to comply with said ordinance as to all COUNTY employees.

13. NONEXCLUSIVE AGREEMENT

TRIBE understands that this is not an exclusive Agreement, and that COUNTY shall have the right to negotiate with and enter into contracts with others to provide the same or similar services as those provided to TRIBE as the COUNTY desires.

14. ASSIGNMENT

COUNTY shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of TRIBE and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

15. TERMINATION

16.1 For Cause. In the event of a material breach of this Agreement, either party may initiate termination of the Agreement. The aggrieved party shall serve the other party with a thirty (30) day notice to cure the breach. The notice must specify in detail the nature of the alleged material breach, including the supporting factual basis and any relevant documentation. (i) A material breach by COUNTY may include, but not be limited to, COUNTY's failure to meet the requirements described in Exhibit A of this Agreement; (ii) A material breach by TRIBE may include, but not be limited to, failing to make timely payments as required by this Agreement.

The party receiving the notice shall have ten (10) days from the date of receipt to respond to the alleged breach by either requesting in writing a meeting with the noticing party, curing the breach, or if the breach is of such a nature that it cannot be reasonably cured within thirty (30) days, commence curing the breach within said period and notifying the other party of the actions taken. If a meeting is requested by the party receiving the notice, it shall be scheduled within ten (10) days of the date notice is received. If corrective action is not taken by the party receiving notice, or the parties do not reach an agreement during the notice period, the parties shall deliver to each other all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by the other party in performing this Agreement, whether completed or in process, and this Agreement shall terminate upon completion of the thirty (30) day notice period, at the option of the noticing party, notwithstanding any other provision of this Agreement.

16.2 For Convenience. COUNTY or TRIBE may terminate this Agreement upon sixty (60) days written notice. Following notice of such termination, COUNTY shall cease work and notify TRIBE as to the status of its performance.

16.3 Notwithstanding any other payment provision of this Agreement, TRIBE shall pay COUNTY for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

16. NONAPPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for services in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify TRIBE of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to provide services with regard to the remainder of the term.

17. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

18. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

19. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

20. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

21. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

22. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

23. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

24. COMPLIANCE WITH LAW

TRIBE shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of TRIBE in any action or proceeding against TRIBE, whether COUNTY is a party thereto or not, that TRIBE has violated any such ordinance or statute, shall be conclusive of that fact as between TRIBE and COUNTY.

25. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

26. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

27. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, TRIBE hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which TRIBE is obligated, which breach would have a material effect hereon.

28. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

29. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

(Signatures on following pages)

Agreement for Animal Control Services between the County of Santa Barbara and Santa Ynez Band of Chumash Indians.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2022.

COUNTY OF SANTA BARBARA

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Joan Hartmann

By: *Shirley Cabuena*
Deputy Clerk

By: *Joan Hartmann*
Chair, Board of Supervisors
Date: 10-4-22

RECOMMENDED FOR APPROVAL:

for Daniel Nielson
Interim Public Health Dept Director

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: *[Signature]*
Department Head

By: *[Signature]*
DocuSigned by:
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Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

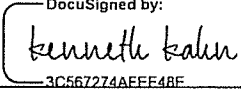
By: *Jeresa Martinez*
DocuSigned by:
237D197500
Deputy County Counsel

By: *Gregory Milligan*
DocuSigned by:
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Risk Management

Agreement for Animal Control Services between the **County of Santa Barbara** and **Santa Ynez Band of Chumash Indians**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2022.

SANTA YNEZ BAND OF CHUMASH INDIANS

By:  _____
Kenneth Kahn, Tribal Chairman

Date: 9/19/2022 _____

EXHIBIT A

SERVICE LEVEL REQUEST

DEFINITIONS. For the purpose of this Agreement, the following terms shall have the meaning as set forth below:

1. **IMPOUND:** Taking physical custody of an animal that has been taken to the County Animal Shelter or relocated. For purposes of this definition, "IMPOUND" refers the County's receipt of animals that are brought to the County Animal Shelter by TRIBE residents as well as animals that have been brought to the County Animal Shelter by Animal Control Officers acting within the scope of their duties.
2. **SHELTERING SERVICES:** Providing food, water, enrichment, and humane housing for an impounded animal, and the cleaning and disinfecting of such housing.
3. **ROUTINE VETERINARY CARE WHILE IN COUNTY CUSTODY:** Shall include intake vaccines, deworming, flea control, general exam, rabies vaccine, general medications, and bandage changes.
4. **EUTHANASIA:** The humane killing of an animal by lethal injection.
5. **DEAD ANIMAL DISPOSAL:** Disposing of all dead animals brought to the County Animal Shelter by TRIBE staff or a resident of the TRIBE.
6. **RABIES SPECIMEN TESTING:** Deceased animal specimens submitted by TRIBE to County for the purpose of rabies testing. Brain specimen will be extracted by County staff and testing conducted by the Public Health Laboratory.

Animal Sheltering Services

The County will impound animals, humanely maintain impounded animals, and if necessary, euthanize animals in accordance with applicable law. In addition, the TRIBE authorizes the County to enforce the specific TRIBE ordinances provided in Exhibit C. The location of this service will be at the discretion of the County.

The County shall provide animal sheltering services to the TRIBE for all those animals originating within the boundaries of the TRIBE (whether picked up in the TRIBE or dropped off at the County's animal shelter) as a result of: confiscation, requests for euthanasia, owner surrender, owner return, pick-up of stray animals and transfers. For animals originating in the TRIBE, the County shall provide the following animal care services: return to home and reunification of animals with owners, community safety net counseling and resource options to keep animals with their families, impoundment of stray animals, impoundment of protective custody animals, impoundment of dogs who pose a risk to public safety, sheltering services, boarding, enrichment, quarantine, veterinary services, euthanasia services, animal adoptions, foster program, disposal of dead animals, volunteer management, return-to-field services for cats and related administrative services.

Impounded animals will be vaccinated and provided necessary care, microchipping, food and shelter in accordance with the provisions of state law. The animal's picture will be posted on the Santa Barbara County Animal Services' ("SBCAS") website as soon as practicable to assist the TRIBE's residents in reclaiming a missing pet. The owner or person entitled to the custody of any animal originating within the boundaries of the TRIBE and impounded at a County animal shelter can redeem such animal by paying applicable fees according to the SBCAS approved schedule of rates and fees accruing up to the time of such redemption.

The County, in its sole and exclusive discretion, shall determine the public and non-public hours of operation and the staffing of the County animal shelters.

Field Services

The County shall provide the TRIBE with the following field services as may be required: responding to calls for service; pick up of dead animals; capture and transportation of animals; emergency humane euthanasia of animal in the field as required to alleviate suffering; permit compliance and other inspections; pre-hearing investigation of nuisance complaints; post-nuisance hearing compliance checks; investigation of potential cases of animal abuse and mistreatment; investigation of potential animal nuisances in violation of the Santa Barbara County Code (Chapter 7) or an equivalent municipal code provision; assistance with animal evacuations due to disaster or emergency; and similar or related field services.

The County, in its sole and exclusive discretion, shall determine the hours of operation for all field services and the order of priority in which these services will be provided.

Rabies Control: The County shall provide the TRIBE with the following rabies control program as may be required: response and investigation of reported animal bite and intimate contact cases to establish that there is compliance with state mandated quarantine procedures. This includes a follow-up contact to verify the health of the animal after quarantine. Shelter quarantine will be at the discretion of the County.

The County will be responsible for processing deceased animal specimens submitted by TRIBE to County for the purpose of rabies testing. Brain specimens will be extracted by County staff and testing will be conducted by the Public Health Laboratory.

Vicious and Restricted Dogs Hearings: The County shall provide the TRIBE with the services of one Hearing Officer to conduct vicious and restricted dog hearings in accordance with the applicable TRIBE municipal code provision(s). The County's Vicious and Restricted Dog services under this Agreement shall extend to appeals of its Hearing Officer's determinations pursuant to California Food and Agricultural Code Section 31622. In such appeals, County Counsel may represent County in defense of its Hearing Officer's determination. In such appeals, County Counsel represents the County; the parties do not intend to create an attorney-client relationship between the TRIBE and the County Counsel's Office.

Animal License and Permit Services

The County shall provide the TRIBE with animal license services for applicable cat or dog licenses within the boundaries of the TRIBE. The County shall mail license renewal notices to the animal owner of record; and when the renewal and payment are received, the County will process licenses. TRIBE residents can use the County's online web licensing feature. Licenses will be required before the County will release an animal to a resident of the TRIBE.

The County shall provide the TRIBE with permit services for kennels, catteries, groomers, and mobile groomers within the boundaries of the TRIBE. The County shall mail permit renewal notices to the business owner of record; and when the renewal and payment are received, the County will process the permit.

EXHIBIT B

PAYMENT ARRANGEMENTS

SANTA YNEZ BAND OF CHUMASH INDIANS

- A. TRIBE shall pay for services rendered under this Agreement for FYs 22-23 through 26-27 in the amounts shown in the table below, billed in four equal quarterly payments. Quarterly payments to COUNTY shall be made within thirty (30) days of receipt of invoice.
- B. Payment for services shall be made based upon the scope contained in **EXHIBIT A** as determined by County.
- C. In the event of early termination of this Agreement in accordance with Section 16, TRIBE shall reimburse the outstanding COUNTY General Fund contribution that would have been recovered in subsequent years had the Agreement not been terminated. TRIBE’s allocation of COUNTY General Fund reimbursement is \$100 to be repaid over 5 years.

Annual Amounts for Fiscal Years July 1, 2022 through June 30, 2027

	<u>Fiscal Year</u>	<u>Annual Amount</u>	<u>Quarterly Invoices</u>
Year 1	July 1, 2022- June 30, 2023	\$ 2,220	\$ 555
Year 2	July 1, 2023- June 30, 2024	\$ 2,296	\$ 574
Year 3	July 1, 2024- June 30, 2025	\$ 2,376	\$ 594
Year 4	July 1, 2025- June 30, 2026	\$ 2,456	\$ 614
Year 5	July 1, 2026- June 30, 2027	\$ 2,540	\$ 635

EXHIBIT C
MUNICIPAL CODE ENFORCEMENT

Ordinance No. 8
Tribal Ordinance Regulating the Control of Domestic Animals

Section I - Purpose and Applicability

- 1) The purpose of this Ordinance is:
 - a) To protect the health and safety of all persons on the Santa Ynez Indian Reservation;
 - b) To set forth a set of rules and regulations governing the control of domestic animals within the Santa Ynez Indian Reservation.
- 2) This Ordinance is applicable to all domestic animals on the Santa Ynez Indian Reservation.

Section II - Enforcement

- 1) The Santa Ynez General Council hereby delegates the responsibility of enforcing this Ordinance to the Santa Ynez Tribal Business Council. The Business Council is authorized to hire employees, independent contractors and/or agents to implement, administer or enforce this Ordinance. Therefore, the word "Tribe" as used in this Ordinance shall refer to the Tribal Business Council and any employees, independent contractors and/or agents hired by the Business Council to implement, administer, and enforce this Ordinance.
- 2) The Tribe is specifically authorized to enter onto the Santa Ynez Reservation Tribal lands and the lands assigned to Tribal members to enforce the provisions of this Ordinance; provided that it shall not enter occupied living quarters, except in case of emergency, without first obtaining (1) the consent of an adult occupant, or (2) authorization from a court of law having jurisdiction to grant same.

Section III - Animal Control Officers Generally

- 1) While performing his/her duty, an animal control officer shall carry identification which indicates his/her status as an animal control officer and an agent of the Tribe for the purposes of enforcing 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/her duties.

Section IV - Violations and Fines

- 1) Violation of the provisions in this ordinance shall be punishable by fine according to the following schedule:
 - (a) Fifty dollars (\$50.00) for a first violation;
 - (b) One hundred dollars (\$100.00) for a second violation within one year after the first violation;

(c) Two hundred and fifty dollars (\$250.00) for each additional violation within one year after a second violations, and within one year after any subsequent violations of this section thereafter.

- 2) All fines will be payable to the Tribe and are in addition to any required fees or deposits payable to the Tribe pursuant to this Ordinance.

Section V - Animal Licenses

- 1) It shall be unlawful to own or have custody of a dog four months of age or older unless a valid Tribal dog license has been procured. All costs of license fees shall be paid directly to the Tribe.
- 2) A Tribal dog license is valid for one year from the date of issuance of the license, including the date of issuance in the calculation of the one-year period.
- 3) The Tribe will only issue an animal license after the animal to be licensed has been vaccinated against rabies by a method approved by a licensed veterinarian, who will issue a rabies certificate to the owner or person entitled to custody of the animal to be licensed.
- 4) Upon payment of appropriate license fees, any appropriate penalty fees, and if applicable, the presentation of a valid rabies vaccination certificate, the Tribe will issue an animal license and animal tag to the person paying the license fee. The animal tag shall be securely fixed to the animal and shall remain attached at all times.
- 5) An animal need not be licensed if: (1) such animal is owned or in the custody and control of non-residents of the reservation who are traveling through or sojourning on the reservation for less than thirty consecutive days; or (2) such animal is a seeing-eye dog used to assist a person with impaired vision.

Section VI - Restraint and Impoundment

- 1) It shall be a violation of this ordinance for any person owning or having custody of and control of any domestic animal to fail to keep it under restraint when it is upon any public or private property or area without the express permission of the owner or custodian of the property or area.
- 2) It shall be a violation of this ordinance for any person owning or having custody and control of any domestic animal to stake out or tether the animal in such a manner that would permit or allow the animal to go in or upon any public or private property or area without the express permission of the owner or person in possession and control of the property or area.
- 3) It shall be a violation of this ordinance for the owner or person having custody and control of any female animal in heat to fail to confine or enclose the animal so that she cannot come in contact with any male animal except for the purpose of planned breeding.
- 4) Any animal not kept under restraint, or so confined or enclosed, is hereby declared to be a menace and a nuisance to public health and safety. The Tribe may seize and impound any such animal.
- 5) Any animal impounded will remain so for at least seventy-two hours, unless the animal is reclaimed by the owner or person entitled to custody. Sundays and declared Tribal holidays are not included in the

seventy-two-hour period. After the expiration of the seventy-two-hour period, the Tribe may sell, give away or humanely destroy any animal not reclaimed.

- 6) Prior to selling, giving away or destroying any animal, the Tribe will attempt to notify the owner or person entitled to custody and control of the animal.
- 7) If it is determined by the Tribe that any animal impounded is, by reason of contagious disease, a danger to any person or other impounded animals, the animal may be humanely destroyed.
- 8) The owner or custodian of any animal impounded may at any time before the sale or other disposition of the impounded animal reclaim the animal during the Tribe's business hours upon a payment to the Tribe of any charge or fee or penalty due to the Tribe under the provisions of this ordinance.

Section VII - Dog Bites

- 1) The Tribe may direct the owner or custodian of any animal which is determined by the Tribe to have bitten any person or other animal to comply with one of following procedures if so required by the Tribe:
 - a) Isolate the biting animal on the premises of the owner or custodian of such animal for a period of time determined by the Tribe.
 - b) Surrender the biting animal to the Tribe for isolation and impoundment for a period of time determined by the Tribe.
 - c) Surrender the animal to a licensed veterinarian for isolation for a period of time determined by the Tribe and/or veterinarian.
- 2) If the animal isolated is determined not to be infected with rabies at the end of the period of isolation, it will be released to the owner or custodian of the animal upon the payment of any fee, charge or penalty, including any fee for veterinary services. If the fee is not paid within five days after notification by the Tribe, such animal may be sold, given away, or humanely destroyed.
- 3) It shall be a violation of this Ordinance for the owner or custodian of a biting animal to fail to comply with the requirements set forth in this section.

Section VIII - Procedure When Rabies Suspected

- 1) The Tribe will investigate any report of any animal which shows symptoms of rabies or acts in a manner which would lead a reasonable person to believe that the animal may have rabies. Upon determination by the Tribe that an animal may be infected with rabies, the owner or custodian of such animal will be required to comply with one of the following procedures:
 - a) Surrender the animal to the Tribe for isolation and impoundment for a period determined by the Tribe.
 - b) Surrender the animal to a licensed veterinarian for isolation for a period of time determined by the Tribe and/or veterinarian.

- 2) Any animal isolated will be examined by the Tribe. If the animal is infected with rabies, the Tribe will order in writing that the animal be humanely destroyed. A copy of this order will be given to the owner or custodian of the dog.
- 3) If the animal isolated is determined not to be infected with rabies at the end of the period of isolation, it will be released to the owner or custodian of the animal upon payment of any fee, charge or penalty including, any fee for veterinary services. If such fee, charge or penalty is not paid, the animal may be sold, given away, or humanely destroyed.
- 4) It shall be a violation of this Ordinance for the owner or custodian of an animal which may be infected with rabies to fail to comply with requirements set forth in this section.

Section IX - Dangerous Dogs

- 1) Within the Santa Ynez Indian Reservation there are dangerous dogs that constitute a public menace which should be abated. The provisions of this article set forth administrative procedures by which a dog found to be a danger to the public safety may become subject to appropriate controls following a hearing at which oral and documentary evidence is considered.
- 2) Dangerous dog means any dog which:
 - a) Has bitten or caused serious injury to a person or domestic animal without provocation.
 - b) Menaces or attempts to bite or attack any person without provocation, or destroys property.
 - c) Engages in art attack which requires a defensive action by any person to prevent bodily injury or property damage when such person is acting in a peaceful and lawful manner.
 - d) Engages in or is found to have been trained to engage in exhibitions of fighting.
- 3) The Tribe may in its discretion, and upon receipt of a written report from an animal control officer which shows good cause that a dog has engaged in any behavior as defined in Section IX-2, immediately cause the impoundment of any dog reported to have caused the injury or exhibited such dangerous behavior, if such impoundment appears necessary to prevent immediate injury to person or property, or if it appears that the owner of the dog is either unwilling or incapable of maintaining confinement and control of the dog.
- 4) An owner of a dog subject to the provisions of this section shall immediately surrender custody and control of the dog at the request of the Tribe.
- 5) Within 72 hours after impoundment of any dog pursuant to this section, the Tribe will give written notice of the impoundment to the owner with a summary of the facts justifying impoundment. The notice will be mailed to the owner's last known address giving the date, time and place for hearing on the impoundment, and advising the owner of the right to be present with or without counsel. A copy of the report submitted to the Tribe pursuant to Section IX-3 will accompany the written notice of impoundment.
- 6) Not later than 30 days after impoundment of any dog pursuant to this section, the Tribes will conduct a hearing to determine whether or not the impounded dog is a dangerous dog as defined in this section.

- 7) The Tribe shall serve notice of a hearing upon the owner. The notice will be in writing and will be served either by personal delivery of a copy or by certified mail, upon return receipt requested, to the person to be served. The notice will include the following:
 - a) A statement that the dog is a dangerous dog as defined by this section,
 - b) State the time, date, and place of the hearing, which will be no less than fifteen calendar days after the date of the service of the notice,
 - c) A copy of this section.
- 8) The hearing will be in public and will be held at the time and place noticed, or at another time or place as mutually agreed to by the Tribe, the owner and the officer who conducted the bite investigation or his/her designee. In the event that a mutually agreeable time and place cannot be agreed upon, the Tribe will set the date for the hearing.

The Tribe may continue the hearing to a time and place as may be reasonably necessary for the convenience of witnesses or other parties. Failure of the owner to appear at the hearing or any continuance thereof will constitute a default.

- 9) The Tribe will administer oaths or affirmation when necessary in conjunction with the hearing.
- 10) Oral evidence will be taken under oath or affirmation. Testimony may be given in an informal narrative style. The owner and the investigating officer or designee will have the right to call, examine and cross-examine witnesses on any matter relevant to the issues, even though such matter was not covered on direct examination, and to impeach any witness regardless of which party first called the witness to testify. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence or objection in a civil action.

Hearsay evidence shall be admissible for any purpose, but shall not be sufficient by itself to support a finding unless it would be admissible over objection in a civil action.
- 11) Before or after the hearing has commenced, the Tribe has the discretion, at the request of the owner or the Tribal representative, to issue subpoenas and subpoenas duces tecum for attendance of witnesses or the production of documents at the hearing.
- 12) The Tribe will record the hearing on a recording device and will make the recording available to the parties upon request. The Tribe will provide a copy of the recording or a transcript prepared therefrom to any party to the hearing who requests it and who pays the Tribe the cost of making such copy or preparing such transcript.
- 13) Within 15 days of the conclusion of the hearing, the Tribe will make a written decision and written finding in the manner set forth in subsection 14 of this section. The decision will be supported by the weight of the evidence presented at the hearing. However, if the owner has defaulted by failing to appear, the finding will be that the dog is dangerous as defined herein.

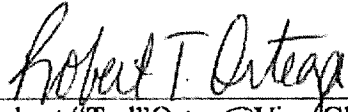
- 14) The Tribe will determine whether or not the impounded dog is a dangerous dog as defined herein, and will issue a written notice of decision and findings based upon the evidence presented at the hearing, provided that no dog shall be a dangerous dog if the dog is found to have:
 - 1) Bitten, attacked, or menaced a trespasser while the dog was confined on the property of its owners.
 - 2) Injured or menaced a person who has tormented or abused it.
 - 3) Injured or menaced a person while protecting its owner.
- 15) Any dog declared dangerous as a result of a hearing, if not already impounded by the Tribe, must be immediately surrendered to the Tribe.
- 16) Any dog declared to be dangerous will be humanely destroyed.
- 17) Any dog declared, after hearing, not to be dangerous, will be returned to the owner.
- 18) All costs incurred by the Tribe in impoundment and related expenses under this section, including care and feeding, will be chargeable to the owner of the dog.
- 19) The decision of the Tribe is final and is not appealable.

CERTIFICATION

This ordinance approved on this 1st day of December, 2000 at a meeting of the Santa Ynez Band of Mission Indians General Council by a vote of ___ for, ___ against, and ___ abstaining.




Vincent Armenta, Tribal Chairman




Robert "Ted" Ortega, Vice Chairman



Maxine Littlejohn, Sec./Treasurer



Richard Gomez, Committee Member



Inez Palato, Committee Member