

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF SANTA BARBARA
AND
BUNNIES URGENTLY NEEDING SHELTER

This Memorandum of Understanding (hereinafter "MOU") is made and entered into this 7th day of February, 2017 by and between the County of Santa Barbara (hereinafter "COUNTY") and Bunnies Urgently Needing Shelter (hereinafter "BUNS")

Recitals

WHEREAS, BUNS has a mission to provide shelter and care to rabbits and guinea pigs in need; to promote the spaying and neutering of rabbits; to promote the education of humane care, welfare & behavior of rabbits and guinea pigs, and to provide humane care to other small animals at the shelter; and

WHEREAS, the COUNTY administers the Animal Services program for Santa Barbara County and pursuant to Section 31105 of the Food and Agriculture code COUNTY is required to provide shelter for stray animals; and

WHEREAS, the COUNTY administers the Animal Services program for Santa Barbara County and pursuant to Section 30503 and 31751.3 of the Food and Agriculture code COUNTY is required to provide spay/neuter of dogs and cats placed by the agency; and

WHEREAS, the COUNTY pursuant to Section 121690 of the Health and Safety Code COUNTY is required to provide a rabies control program; and

WHEREAS, the COUNTY and BUNS have had a collaborative and successful relationship since the inception of BUNS in 1992; and

WHEREAS, on February 16, 2016, the Santa Barbara County Board of Supervisors approved staff to expedite the process of vetting and analyzing the appropriate MOUs related to groups already providing prescribed services for the COUNTY; and

WHEREAS, the Santa Barbara County Board of Supervisors finds that BUNS operates programs that are necessary to meet the social needs of the population of the County, including public health and safety;

NOW, THEREFORE, the parties agree as follows:
Shared Objectives include but are not limited to:

1. To provide appropriate medical treatment for animals in the care and custody of the COUNTY;
2. To strive to increase the live release rate through adoption, redemption and other means;
3. To collaborate to promote the humane ethic and responsible ownership and treatment of animals; and
4. To work together to save animal lives

A. PURPOSE

The purpose of this MOU is to establish agreements between COUNTY and BUNS to delineate key aspects of working together to benefit rabbits and guinea pigs in the care and custody of the COUNTY. A goal of the

MOU is to enable the COUNTY in Goleta to operate as a no-kill facility for rabbits and guinea pigs. No rabbit or guinea pig received at the shelter shall be euthanized except to alleviate irremediable suffering, as determined by COUNTY and BUNS in consultation with its veterinarians, or in the event of emergency circumstances which exhaust the capacity of both COUNTY and BUNS to care for impounded rabbits and guinea pigs. BUNS shall also collaborate with COUNTY to the extent resources permit to avoid euthanasia of rabbits and guinea pigs at other COUNTY animal shelters. In the event that the capacity of COUNTY shelters is exceeded due to emergencies or other unforeseen circumstances, BUNS and COUNTY will collaborate to find solutions other than euthanasia of rabbits or guinea pigs to the maximum extent possible.

B. DEFINITIONS

“Authorized Authority” shall mean the individual authorized by each party to sign this MOU.

C. BUNS SUPPORT FOR ANIMAL WELFARE

1. Discretion of BUNS. Consistent with the founding purposes of BUNS and its status as a separate 501 c 3 nonprofit organization, BUNS intends to provide humane care for rabbits and guinea pigs in the COUNTY shelter in Santa Barbara and in Santa Barbara County generally without expectation of compensation by the COUNTY. Except as otherwise provided in this Agreement BUNS, acting through its Board of Directors, shall retain full discretion as to terms, amounts, timing and subject matter of financial and other support provided to COUNTY.
2. Other Support. BUNS may also, at its discretion and with the consent of the COUNTY, provide support for COUNTY projects or joint projects through the provision of planning assistance, leadership personnel, volunteers, counselors, consultants, educational materials or other resources.
3. Donations in Excess of \$10,000. In the event that BUNS should contribute funds or other goods directly to the County for future capital improvements or other projects, gifts in excess of \$10,000 must be approved by the Board of Supervisors. The process for acceptance of gifts in excess of \$10,000 will ensure that the COUNTY is able to fully comply with the laws pertaining to gifts.
4. Decision-Making for Rabbits and Guinea Pigs during the mandatory hold period. Rabbits and guinea pigs that are housed at the COUNTY Shelter in Goleta or fostered through the BUNS foster program are legally in the custody of the COUNTY. The COUNTY and BUNS will have joint decision making during the stray or other mandatory hold period established by law, including quarantine, protective custody or other holds. In the event of disagreements, COUNTY shall have final decision-making authority over animals subject to mandatory holds.
 - a. The Shelter Supervisor and BUNS designee will consult on medical treatment needed during the stray holding period for rabbits and guinea pigs at the Goleta Shelter. Medical treatment shall not be withheld due to costs as long as BUNS agrees to pay the costs of necessary medical treatment.
 - b. If a rabbit or guinea pig is transported directly to a veterinarian by COUNTY staff, the Shelter Supervisor will consult with BUNS as soon as possible to develop a treatment plan. Initial costs of medical treatment in such situations will be borne by the County. Allocation of costs for treatment after initial emergency care and stabilization will be agreed to on a case-by-case basis.
 - c. Protective Custody rabbits and guinea pigs will be managed on a case by case basis. The Shelter Supervisor will work with the BUNS designee and communicate on the circumstances and plan to avoid long term housing that could be minimized. They will also coordinate on any medical care that is needed.
5. Decision-making for Rabbits and Guinea Pigs After the Hold Periods. Rabbits and Guinea pigs that are housed at the Shelter in Goleta or fostered through the BUNS foster program will remain legally in the custody of the COUNTY. Following the hold expiration, the COUNTY delegates decision-

making for the rabbits and guinea pigs at the Goleta Shelter to BUNS. This decision-making will include routine medical care, spay/neuter, non-routine medical care, and placement in foster care. Euthanasia decisions will be in consultation with and at the discretion of the BUNS treating veterinarian. BUNS will be responsible for the expenses related to all matters within its decision-making responsibilities.

BUNS will ensure that:

- a. All rabbits will be altered prior to adoption.
 - b. All births or deaths of rabbits or guinea pigs will be reported to COUNTY within 48 hours to be updated on the shelter or foster census.
 - c. Rabbits or guinea pigs that are deemed unadoptable for medical or behavioral reasons may be transferred to the ownership of BUNS upon request to COUNTY. These animals will be cared for offsite. There will be no fee charged to BUNS for transfers of unadoptable rabbits or guinea pigs.
6. Volunteer Management.
- a. BUNS will be responsible for management of volunteers working with BUNS at the COUNTY shelter in Goleta.
 - b. The following requirements for all BUNS volunteers on COUNTY property will be adhered to:
 - i. Each volunteer will have a volunteer signed agreement and waiver, which includes emergency contact information, provided to COUNTY for its volunteer files
 - ii. Each volunteer will be covered by health insurance, if health insurance lapses the person can no longer volunteer at the COUNTY Shelter
 - iii. Each volunteer will have a current tetanus vaccination
 - c. BUNS volunteers and COUNTY staff and volunteers will follow the agreed upon professional standards of conduct. (See Attachment A)
 - d. BUNS will take action when the COUNTY informs BUNS of a volunteer who is not meeting professional standards.
 - e. In the event that BUNS desires to hire employees, this MOU will be amended prior to the hiring of any staff.
7. Services Provided by BUNS. BUNS will provide the following services under BUNS policies and procedures related to the rabbits and guinea pigs held at the COUNTY Shelter in Goleta:
- a. Direct animal care for all rabbits and guinea pigs, including feeding and watering, cleaning, exercising, providing enrichment and health monitoring.
 - b. Provision of veterinary care of rabbits and guinea pigs held at the COUNTY Shelter in Goleta
 - c. Adoption Counseling and approval for potential rabbit and guinea pig adopters, subject to the right of the County to disapprove any adoption for good cause.
 - d. Foster care program for rabbits and guinea pigs
8. Process for Transfers from other COUNTY shelters
- a. BUNS will work with the Shelter Operations Supervisors to coordinate transfers from the COUNTY shelters in Santa Maria or Lompoc to the Rabbit Area at the Goleta Shelter. BUNS shall have the right to refuse transfers when capacity or other resource constraints would make it impractical to provide good care at the Goleta Shelter.
 - b. Transferred rabbits will be spayed or neutered by COUNTY prior to transfer, unless otherwise agreed by BUNS.
 - c. If medical care is necessary, responsibility for this will be established and agreed upon prior to transfer
9. Process for Transfers from Other Agencies or Organizations
- a. BUNS will coordinate with the Shelter Operations Supervisor and obtain concurrence prior to accepting transfers from outside organizations

- b. Acceptance of transfers from outside organizations will not result in over-crowding of the rabbit and guinea pig area of the COUNTY shelter in Goleta
- 10. Fee Waivers. Requests for fee waivers should be made to the Animal Services Director through the Shelter Operations Supervisor. This applies to:
 - a. Owners with hardship to pay owner relinquishment fees
 - b. Owners with hardship to pay owner redemption fees
 - c. Adoption promotions or request to waive adoption fees
- 11. Compliance with Laws and Regulations. BUNS will operate the rabbit and guinea pig area of the Goleta Shelter in accordance with all applicable local, state and federal laws. This will include, but not be limited to, the California Veterinary Practice Act and DEA regulations.
- 12. Record Keeping Agreement
 - a. All records on rabbits and guinea pigs in County custody cared for by BUNS are part of COUNTY's record-keeping process
 - b. BUNS will be provided access to COUNTY records as necessary to facilitate veterinary care, foster care and adoptions
 - c. COUNTY will provide periodic reports to BUNS on intake and outcome statistics
 - d. COUNTY will provide information on rabbit and guinea pig adopters to BUNS for the limited purposes of adoption follow-up inquiries, placing adopters on mailing lists and notification lists.
 - e. BUNS will maintain confidentiality of records and not release to members of the public or BUNS volunteers who do not require the information for their work. "Confidential" records include names, addresses and other identifying information for adopters and persons relinquishing animals, and any other information not generally available to the public under the California Public Records Act. This applies to:
 - i. Personal information on owners who relinquish or redeem
 - ii. Personal information on adopters
 - f. BUNS will maintain medical records for all rabbits and guinea pigs as required by law.
 - g. BUNS will authorize its veterinarians to provide copies of the medical records to COUNTY upon request for retention in their files, any time a rabbit or guinea pig is outcomed as adopted, redeemed, transferred, euthanized or placed in hospice foster
 - h. BUNS will provide records on rabbits or guinea pigs currently in the shelter when requested by COUNTY
- 13. Services and Supplies Provided by COUNTY
 - a. Pelleted food for rabbits and guinea pigs
 - b. Reasonable use of copier machine to include:
 - i. Adoption applications and records
 - ii. Medical records
 - iii. Behavior records
 - iv. Volunteer information
 - v. Short runs (not to exceed 25 copies) of promotional material for adoption, animal care education, or promotional events.
 - c. \$25 spay/neuter offset for each adopted rabbit that did not have fees waived
 - d. Trash bags.
 - e. Waste disposal for non-compostable wastes.
- 14. Other Items Provided by BUNS
 - a. All other food consumed by rabbits and guinea pigs at the COUNTY Shelter in Goleta and in foster care, including but not limited to hay, vegetables, special diets, and supplements
 - b. All other operating supplies and equipment used in the BUNS area.

- c. BUNS' Fundraising events, promotions, special events, at the discretion of BUNS
- d. BUNS' Social media presence, at the discretion of BUNS

15. Retail Sales

- a. BUNS will acquire a retail sales permit for items offered for sale on COUNTY land
- b. BUNS will charge and remit sales tax as required by law

D. COUNTY COLLABORATION WITH BUNS

To facilitate the role of BUNS in contributing funds and resources for the welfare of rabbits and guinea pigs in Santa Barbara County, the COUNTY will do the following:

1. Co-Sponsored Events. COUNTY may, at its discretion, agree to co-sponsor events or activities proposed by BUNS. Sharing of costs, staffing and other logistics for co-sponsored events shall be determined by the COUNTY and BUNS on a case-by-case basis;
2. Promotion of BUNS. Help promote BUNS and its educational and outreach events and activities to the extent practical. Assistance may be provided in the following forms or other form; (a) advising COUNTY staff and volunteers of such events and activities through normal internal Animal Services communication channels; (b) allowing the display of signs, brochures, fliers or other publications at designated locations on COUNTY property; (c) include information on BUNS events and activities in COUNTY public service announcements and social media postings.
3. Information Requests. COUNTY shall provide, within a reasonable time, any non-confidential information requested by BUNS for the purpose of applying for grants, or for planning, promoting or conducting other activities consistent with the shared goals of the COUNTY and BUNS.

- E. **DONATIONS**. County will not accept and forward over-the-counter donations to BUNS. Donations may be made directly to BUNS within the BUNS operating area or at BUNS sponsored events; COUNTY shall have no responsibility for accounting for such funds. County will also allow for BUNS to provide information elsewhere on County property as to how donations may be made directly to BUNS and not through County means. COUNTY staff will be trained to explain the support provided by BUNS and how to make a donation to BUNS.

F. COMMUNICATIONS

1. The parties will have monthly meetings to discuss collaboration, operations, BUNS activities, and issues or concerns. Members of staff of County Animal Services and BUNS designees will attend regularly scheduled meetings for this purpose.
2. The Animal Services Director or designee will serve as the point of contact for the COUNTY;
3. The BUNS President or designee will serve as the point of contact for BUNS

- G. **USE of COUNTY LAND**. BUNS shall operate at the Shelter within the Rabbit Area and adjoining Rabbit Work and Storage Areas in accordance with the License Agreement attached hereto (Exhibit A).

H. INSURANCE and INDEMNIFICATION

INDEMNIFICATION

BUNS agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited

by law. BUNS's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

BUNS shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

BUNS shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by BUNS, its agents, representatives, employees or volunteers.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if BUNS has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the BUNS maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by BUNS. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of BUNS including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to BUNS' insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, BUNS' insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of BUNS' insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.

4. **Waiver of Subrogation Rights** – BUNS hereby grants to COUNTY a waiver of any right to subrogation which any insurer of BUNS may acquire against the COUNTY by virtue of the payment of any loss under such insurance. BUNS agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require BUNS to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – BUNS shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the BUNS’ obligation to provide them. BUNS shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of the agreement.
9. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. BUNS agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

I. TERM

The term of this MOU shall commence on the day and date written above and shall be effective until June 30, 2017. This MOU automatically renews to new consecutive one-year terms unless either party provides written notice at least sixty (60) days prior to the end of the term.

J. TERMINATION

This MOU may be terminated at any time by either party upon giving sixty (60) days’ notice in writing to the other party.

K. AMENDMENTS

Any substantive amendment, modification, extension, or variation of terms of this MOU shall be in writing and shall be effective only upon written approval by the Authorized Authority of each party.

L. APPROVAL BY PARTIES

This MOU and any amendments thereto shall not be binding on the parties unless signed by their Authorized Authority.

M. COMPLETE AGREEMENT

This MOU constitutes the entire agreement between the parties with respect to the subject matter of this MOU. No prior oral or written understandings or agreement between the parties with respect to the subject matter of this MOU are incorporated herein and any such understandings or agreements are entirely superseded by this MOU.

N. SEVERABILITY

If any term, provision, covenant, or condition of this MOU is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

O. INDEPENDENT CONTRACTORS

The parties agree that they are, and at all times shall be, independent contractors of, and not the agent, of the other.

P. GOVERNING LAW

This MOU shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

Q. COUNTERPARTS

This MOU 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.

R. NOTICES

All notices or correspondence under this MOU shall be given to the following addresses and shall be deemed delivered on the date of actual delivery or on the third business day after the date of mailing.

COUNTY: Jan E. Glick, MS, Animal Services Director
County of Santa Barbara
Public Health Department
548 W. Foster Road
Santa Maria, CA 93455

BUNS: Kimmy Swan, President
Bunnies Urgently Needing Shelter
PO Box 91452
Santa Barbara, CA 93190-1452

IN WITNESS WHEREOF, the parties have executed this MOU to be effective on the date set forth above.

COUNTY OF SANTA BARBARA

JOAN HARTMANN
Chair, Board of Supervisors

Date: _____

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED

DIRECTOR
PUBLIC HEALTH DEPARTMENT

By: _____
Carrie Topliffe, Interim Director

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: _____
Risk Manager

BUNS
BUNNIES URGENTLY NEEDING SHELTER:

By: _____
Kimmy Swann
President

ANIMAL SERVICES

By: _____
Jan E. Glick, MS
Director