

Attachment 1

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Amendment to Memorandum of Understanding

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

This Amendment to Memorandum of Understanding (hereinafter “Agreement”) is made and entered into this 1st day of March, 2022 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 31753 of the Food and Agriculture Code COUNTY is required to provide a stray holding period and care for any animals that it impounds other than dogs and cats; and

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

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

WHEREAS, at a regular meeting of the Board of Supervisors on February 7, 2017, the COUNTY and BUNS entered into a Memorandum of Understanding (“MOU”) and associated License Agreement as amended detailing the terms and conditions by which the parties exchange the uses granted for the provision of services and programs provided in the MOU and giving BUNS a location from where to operate its programs; 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 to amend the MOU as follows:

1. Section H. INSURANCE AND INDEMNIFICATION shall be deleted in its entirety and replaced with the following:

“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' 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 the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with BUNS' operation and use of the leased premises. The cost of such insurance shall be borne by BUNS.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **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. (This applies to lessees with employees).
3. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor 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.

4. **Property Insurance:** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision

If 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** – The COUNTY, its officers, officials, employees, 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).
2. **Primary Coverage** – For any claims related to this contract, BUNS' insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of BUNS' insurance and shall not contribute with it.
3. **Legal Liability Coverage** – The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.
4. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
5. **Waiver of Subrogation Rights** – BUNS hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said 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 affect 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.
6. **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.

7. **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”.
8. **Verification of Coverage** – BUNS shall furnish the COUNTY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to COUNTY before occupying the premises. However, failure to obtain the required documents prior to the work beginning shall not waive BUNS’ obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
9. **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 contract.
10. **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.”

2. Section I. TERM shall be amended to read as follows:

“I. TERM

The term of this MOU shall commence on the date written above and shall be effective until June 30, 2022. This MOU automatically renews to new consecutive one-year, or partial year (as needed) terms, unless either party provides written notice at least sixty (60) days prior to the end of the term.”

3. It is expressly understood that in all other respects, the terms and conditions of the MOU dated February 7, 2017, shall remain in full force and effect.

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

“COUNTY”
COUNTY OF SANTA BARBARA

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

By: _____
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

By: _____
Deputy Clerk

RECOMMENDED FOR APPROVAL:
PUBLIC HEALTH DEPARTMENT

By: _____
DocuSigned by:
Van Do-Reynoso
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Van Do-Reynoso, Director

APPROVED AS TO FORM:
COUNTY COUNSEL
RACHEL VAN MULLEM

APPROVED AS TO ACCOUNTING FORM
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
DocuSigned by:
Johannah Hartley
BD0FDC916C3B468...
Johannah Hartley
Deputy County Counsel

By: _____
DocuSigned by:
Juan Izquierdo
E1998503A4304B7...
Deputy

APPROVED:

APPROVED:

By: _____
DocuSigned by:
Ray Aromatorio
D3DB8628E16F47F...
Ray Aromatorio, ARM, AIC
Risk Manager

By: _____
DocuSigned by:
Julie Lawrence
172790BF3B9D48C...
Julie Lawrence, Real Property Manager
Real Estate Division

APPROVED:

APPROVED:

By: _____
DocuSigned by:
Angela Yates, Animal Services Director
F17DEC37BDB84A5...
Angela Yates, Director
Animal Services

By: _____
DocuSigned by:
Kimmy Swann
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Kimmy Swann, President
Bunnies Urgently Needing Shelter