

Project: BUNS RHD Quarantine Building at
County Animal Shelter
APN: 071-220-032
Folio: 003825
Agent: CS

AMENDMENT TO LICENSE AGREEMENT
12A-10.3

THIS AMENDMENT TO LICENSE AGREEMENT (hereinafter "Amendment") is made by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (hereinafter "COUNTY"), and the BUNNIES URGENTLY NEEDING SHELTER (BUNS), a California non-profit organization (hereinafter "LICENSEE"), with reference to the following:

WHEREAS, the COUNTY is the fee owner of that certain real property and improvements commonly known as the Santa Barbara County Animal Shelter, located at 5473 Overpass Road, Goleta, CA 93117, also identified as Assessor Parcel Number 071-220-032 hereinafter referred to as "Property"; and

WHEREAS, LICENSEE's mission is 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, LICENSEE has been occupying space on the Property pursuant to the 2017 License Agreement, including a building and physical area of the shelter used to house rabbits and guinea pigs, three sheds which were built by the LICENSEE for the use of the care and welfare of rabbits and guinea pigs brought to the Property, as well as other improvements, including hutches and exercise runs; and

WHEREAS, LICENSEE brought to the COUNTY's attention an outbreak of the deadly disease Rabbit Hemorrhagic Disease (RHD), which was working its way through the United States and had been discovered as close as Orange County and that it would require isolation facilities to quarantine undomesticated and domestic rabbits brought into the COUNTY Animal Shelter; and

WHEREAS, LICENSEE has taken temporary use of the "Little Dog Building" on the property formerly leased to DAWG for quarantining rabbits until they can be vaccinated and moved into the existing Rabbit Area and has requested continued use of this facility; and

WHEREAS, on August 6, 2020, LICENSEE entered into a second license agreement with the COUNTY to use the "Little Dog Building"; and

WHEREAS, COUNTY and LICENSEE agree that this request to extend the use of the facility is in concurrence with the existing Memorandum of Understanding (MOU) detailing the terms and conditions by which the parties exchange the uses granted herein for the provision of

services and programs provided in that MOU by the LICENSEE; and

WHEREAS, COUNTY and LICENSEE wish to amend the existing License Agreement dated August 6, 2020, for the purpose of continuing the use of the formerly known “Little Dog Building” quarantining rabbits and guinea pigs on a month to month basis while COUNTY and LICENSEE negotiate a new agreement that will facilitate and support all the needs of the rabbits and guinea pigs on a more permanent basis in an all-purpose facility.

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

1. Section 4, **TERM** shall be amended by revising the term from an approximate TWELVE (12) months and an automatic extension of SIX (6) months for necessity of quarantine purposes, to read as follows:

“4. **TERM**: The term of this Agreement shall be on a month to month basis for the housing and quarantining of undomesticated, stray and ill rabbits and guinea pigs, to terminate upon the execution of a new License Agreement, unless earlier terminated by either party, with or without cause, upon sixty (60) written notification.”

2. Sections 12, **INDEMNIFICATION**; 13, **MINIMUM SCOPE AND LIMIT OF INSURANCE**; and 14, **OTHER INSURANCE PROVISIONS** shall be deleted and replaced with the following:

“Section 12, **INDEMNIFICATION**: LICENSEE 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. LICENSEE’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

LICENSEE 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.

Section 13, **INSURANCE**: LICENSEE 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 the LICENSEE’S operation and use of the leased premises. The cost of such insurance shall be borne by the LICENSEE.

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

Section 14, OTHER INSURANCE PROVISIONS: The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Status

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 the LICENSEE 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 the LICENSEE’S insurance (at least as broad as ISO Form CG 20 10).

B. Primary Coverage

For any claims related to this contract, the LICENSEE’S 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, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the LICENSEE’S insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.

D. Waiver of Subrogation

LICENSEE hereby grants to COUNTY a waiver of any right to subrogation, which any insurer of said LICENSEE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. LICENSEE 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.

E. Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the COUNTY.

F. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the LICENSEE shall obtain coverage to reduce or eliminate such self-insured retentions as respects the COUNTY, its officers, officials, employees, agents and volunteers; or the LICENSEE shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or COUNTY.

G. Verification of Coverage

LICENSEE 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 work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the LICENSEE'S obligation to provide them. The COUNTY reserves the right to require complete copies of all required insurance policies, including endorsements, required by these specifications, at any time.

H. Special Risks or Circumstances

COUNTY reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances."

3. It is expressly understood that in all other respects, the terms and conditions of the License Agreement, dated August 6, 2020, shall remain in full force and effect.

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IN WITNESS WHEREOF, COUNTY and LICENSEE have executed this Amendment by the
respective authorized representatives as set forth below to be effective as of the date executed by
COUNTY.

“COUNTY”
COUNTY OF SANTA BARBARA

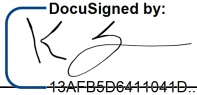
ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: _____
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

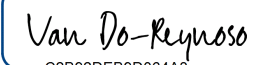
By: _____
Deputy Clerk

Date: _____

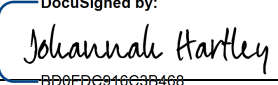
“LICENSEE”
BUNNIES URGENTLY NEEDING SHELTER


By: _____
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Kimmy Swann, President


RECOMMEND FOR APPROVAL:

By: _____
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Van Do-Reynoso, Director
Public Health Department

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
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Johannah Hartley
Deputy County Counsel

APPROVED: _____
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Angela Yates, Director
Animal Services Shelter

APPROVED: _____
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Ray Aromatorio, ARM, AIC
Risk Manager

APPROVED: _____
DocuSigned by:

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Julie Lawrence, Real Property Manager
GS/Real Estate Services