

**MEMORANDUM OF AGREEMENT (MOA) BETWEEN 37<sup>TH</sup> DISTRICT AGRICULTURAL  
ASSOCIATION (37<sup>TH</sup> DAA) and SANTA BARBARA COUNTY IN RESPONSE TO  
EMERGENCY ASSISTANCE PROVIDED UNDER THE EMERGENCY MANAGEMENT  
MUTUAL AID (EMMA) PLAN**

**WHEREAS**, this event and associated conditions will collectively be referred to as the "COVID-19 INCIDENT"; and

**WHEREAS**, on March 4, 2020, this declared emergency event consisted of a global COVID-19 outbreak; and

**WHEREAS**, on March 24, 2016, the County of Santa Barbara and the 37<sup>th</sup> DAA entered into an Emergency Facilities Use Agreement; and

**WHEREAS**, on March 4, 2020, Governor Newsom declared a state of emergency for conditions caused by a novel coronavirus, COVID-19, and on March 11, 2020, the World Health Organization declared COVID-19 a global pandemic, and on March 12, 2020, the County of Santa Barbara declared a local emergency and a local health emergency in relation to COVID-19 in the community; and

**WHEREAS**, in the County of Santa Barbara as well as throughout California and the nation, there are insufficient quantities of critical healthcare infrastructure, including hospital beds, ventilators and workers, capable of adequately treating mass numbers of patients at a single time – should the virus spread unchecked; and

**WHEREAS**, in direct response to the lack of healthcare infrastructure, governments across the nation are taking actions to slow the spread of COVID-19 in order to "flatten the curve" of infection and reduce the numbers of individuals infected at any one time by minimizing situations where the virus can spread; and

**WHEREAS**, in furtherance of this effort, on March 19, 2020, Governor Newsom issued Executive Order N-33-20, requiring all persons residing in the State to remain in their homes or places of residence, except as needed to maintain the continuity of operations for critical infrastructure (the "State Stay-at-Home Order"); and

**WHEREAS**, also on March 19, 2020, the State Public Health Officer ordered all individuals living in the State of California to stay home or at their place of residence, except as needed to maintain continuity of operations for the federal critical infrastructure sectors, which was updated on March 28, 2020; and

**WHEREAS**, on April 24, 2020, the Health Officer of the Santa Barbara County Public Health Department issued Health Officer Order No. 2020-8, Stay Well at Home Order for essential businesses within Santa Barbara County; and

**WHEREAS**, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

**WHEREAS**, on March 22, 2020, President Donald Trump approved California's request for a presidential Major Disaster Declaration to bolster California's COVID-19 emergency response efforts. The Major Disaster Declaration makes federal funding available to state, tribal and local governments for emergency protective measures, including direct federal assistance, and makes funding available for crisis counseling for impacted individuals; and

**WHEREAS**, the Emergency Mutual Aid Plan delineates the current state policy concerning Emergency Management Mutual Aid; and

**WHEREAS**, the Emergency Management Mutual Aid Plan describes the standard procedures used to acquire emergency management mutual aid resources and the method to ensure coordination of emergency management mutual aid planning and readiness; and

**WHEREAS**, the Director of the Office of Emergency Management is the Operational Area Emergency Management Mutual Aid Coordinator; and

**WHEREAS**, the Emergency Management Mutual Aid Plan provides, in pertinent part, "[w]hen an emergency develops or appears to be developing which cannot be resolved by emergency management resources within an Operational Area, it is the responsibility of the Operational Area Mutual Aid Coordinator to provide assistance and coordination to control the problem;" and

**WHEREAS**, the Emergency Management Mutual Aid Plan provides, in pertinent part, "[a] request for emergency management mutual aid requires the approval of an authorized official of the requesting jurisdiction;" and

**WHEREAS**, the County Emergency Manager of the County of Santa Barbara requested the mutual assistance of 37<sup>TH</sup> DAA, pursuant to the Emergency Management Mutual Aid Plan to provide emergency management support in connection with the COVID-19 INCIDENT; and

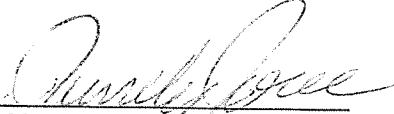
**WHEREAS**, The 37<sup>TH</sup> DAA provided emergency management mutual aid consisting of emergency management personnel, equipment, and/or materials from July 8, 2020 through September 1, 2020 to assist with emergency management services in connection with the COVID-19 INCIDENT; and

MOA between Santa Barbara County and 37<sup>TH</sup> DAA  
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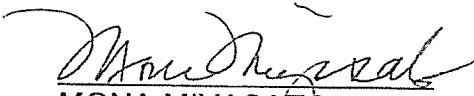
WHEREAS, The 37<sup>th</sup> DAA agrees to document all of its mutual assistance costs related to the COVID-19 INCIDENT, as *attachments* to this MOA and submit to Santa Barbara County as soon as practicable;

NOW, THEREFORE, IT IS HEREBY AGREED by and between Santa Barbara County and 37<sup>TH</sup> DAA that Santa Barbara County shall reimburse all costs associated with 37<sup>TH</sup> DAA emergency management mutual aid assistance during the COVID-19 INCIDENT.

DATE: 37<sup>TH</sup> DISTRICT AGRICULTURAL ASSOCIATION

  
NAME  
TITLE *Paula Davis*

DATE: COUNTY OF SANTA BARBARA

  
MONA MIYASATO  
Director of Emergency Services  
County of Santa Barbara

Approved as to Form:  
Michael C. Ghizzoni

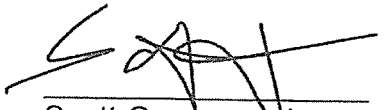
  
Scott Greenwood  
Deputy County Counsel

EXHIBIT "F"  
Event Details

RA #20-60  
6/22/2020

Name of Event: Santa Barbara County  
Date(s) of Event: July 3 through August 31, 2020  
Hours of Event: 7:00am-7:00pm 5 days a week, Wednesday-Sunday  
Set-up/Take-down 1 hour prior to opening and 1 hour after closing as stated above  
Type of event: Covid-19 Testing  
Attendance: up to 50

|                 |  |                   |              |
|-----------------|--|-------------------|--------------|
| Rental of:      | Convention Center                            |                   | \$1,000.00   |
| <u>Quantity</u> | <u>Equipment</u>                             | <u>Price Each</u> | <u>Total</u> |
| 6               | Rectangular Tables (Value \$36.00)           | \$6.00            | incl         |
| 6               | Metal Chairs (Value \$6.00)                  | \$1.00            | incl         |
| 30              | Bike Rail - 8 ft each piece (Value \$300.00) | \$10.00           | incl         |
| <u>Hours</u>    | <u>Staff</u>                                 | <u>Cost P/Hr</u>  | <u>Total</u> |
| 6               | Facility Supervisor 6-8am and 5-9pm          | \$27.00           | \$162.00     |

|   |                   |         |                   |
|---|-------------------|---------|-------------------|
| <u>Miscellaneous:</u>                                     |                   |         |                   |
| Refundable Deposit (Waived)                               |                   | \$0.00  | \$0.00            |
| Insurance (Certificate of Liability Provided by Customer) |                   | \$0.00  | \$0.00            |
| Energy Surcharge  |                   | \$45.00 | \$45.00           |
| Administration Fee  |                   | \$0.00  | \$0.00            |
| Total known costs   |                   |         | \$1,207.00        |
| Deposit Required to Secure Date                           |                   |         | \$0.00            |
|   | <b>Daily Rate</b> |         | <b>\$1,207.00</b> |

**\*Please Note**

The terms and conditions of this agreement are as follows:

Janitorial services and disposal of all waste will be provided by Santa Barbara County Buildings, equipment, etc. used by the rentor will be clean and sanitized after completion of each event.

Staff will be scheduled as stated, additional hours will be billed at an overtime rate of one and a half hours (1.5) the contracted hourly rate.

Payment is due every two weeks as scheduled: July 13, July 27, August 10, August 24, Sept 4.