

## FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT

**THIS FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT** is made by and between the

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY,"

and

37<sup>th</sup> DISTRICT AGRICULTURAL ASSOCIATION, hereinafter referred to as "37<sup>TH</sup> DAA,"

with reference to the following:

**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, COUNTY 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**, on April 6, 2021, President Joe Biden declared he was moving up the deadline for states to make available COVID-19 vaccines to all U.S. residents age 18 and older to April 19, 2021; and

**WHEREAS**, on April 6, 2021, Governor Gavin Newsome declared the full reopening of California on June 15, 2021 was contingent upon California's COVID-19 vaccine supply being sufficient for all adults who wish to receive it and that hospital rates remain stable and low; and

**WHEREAS**, on, May 4, 2020, the COUNTY and the 37<sup>th</sup> DAA entered into a Memorandum of Agreement; and

**WHEREAS**, on July 3, 2020, the COUNTY and the 37<sup>th</sup> DAA entered into a second Memorandum of Agreement; and

**WHEREAS**, on September 1, 2020, the COUNTY and the 37<sup>th</sup> DAA entered into a third Memorandum of Agreement; and

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**WHEREAS**, on May 1, 2021, the COUNTY and the 37<sup>th</sup> DAA entered into a fourth Memorandum of Agreement; 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 May 4, 2020 to assist with emergency management services in connection with the COVID-19 INCIDENT; and

**WHEREAS**, 37<sup>TH</sup> DAA agrees to permit COUNTY to park the OptumServe mobile COVID-19 testing bus on the Santa Maria Fairpark grounds as of June 28, 2021, for the duration of the term of the MOA, and COUNTY agrees to reimburse the 37<sup>th</sup> DAA Fifty Dollars (\$50.00) per day, for each day the testing bus is parked on the Santa Maria Fairpark grounds; and

**WHEREAS**, COUNTY shall move the vaccination distribution from the Park Plaza building into the Convention Center; and

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**WHEREAS**, it is the intent of COUNTY and 37<sup>TH</sup> DAA that the terms and conditions of the original MOA were in full force and effect from May 4, 2020, and inclusive of the time period between June 28, 2020 through July 7, 2020; and

**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 COUNTY as soon as practicable;

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**NOW, THEREFORE, IT IS HEREBY AGREED** by and between COUNTY and 37<sup>TH</sup> DAA that COUNTY shall park the OptumServe mobile COVID-19 testing bus on the Santa Maria Fairpark grounds as of June 28, 2021, for the duration of the term of the MOA, and COUNTY agrees to reimburse the 37<sup>th</sup> DAA Fifty Dollars (\$50.00) per day, for each day the testing bus is parked on the Santa Maria Fairpark grounds; and vaccination distribution shall move from the Park Plaza building into the Convention Center; and COUNTY and 37<sup>th</sup> DAA agree that the original MOA was in full force and effect from May 4, 2020, and is inclusive of the time period between June 28, 2020 through July 7, 2020.

DATE: 6/24/2021 | 9:11 AM PDT 37<sup>TH</sup> DISTRICT AGRICULTURAL ASSOCIATION

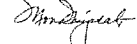
DocuSigned by:



AUTUMN ACQUSTIPACE  
Interim Chief Executive Officer

DATE: 6/24/2021 | 9:41 AM PDT COUNTY OF SANTA BARBARA

DocuSigned by:



MONA MIYASATO  
Director of Emergency Services  
County of Santa Barbara

**Approved as to Form:**  
Michael C. Ghizzoni

DocuSigned by:



SCOTT GREENWOOD  
Deputy County Counsel