

AGREEMENT FOR TOBACCO RETAILER LICENSURE PROGRAM

between

COUNTY OF SANTA BARBARA

and

CITY OF CARPINTERIA

FIRST AMENDMENT

Effective July 1, 2021

THE AGREEMENT (hereafter Agreement) made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and the City of Carpinteria, a municipal corporation in Santa Barbara County (hereafter CITY), collectively referred to as the “Parties” or individually as “Party”, effective July 1, 2021 is hereby amended (“First Amendment”).

WHEREAS, the Agreement is effective through June 30, 2021; and

WHEREAS, the parties desire to amend the Agreement to extend the term; and

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Agreement and First Amendment, approved by the County of Santa Barbara.

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

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.

2. **Amendments.** The Agreement is amended as follows:

a. Agreement Section 2 “Term” is deleted and replaced in its entirety with:

TERM. The term of this Agreement shall be from July 1, 2016 through June 30, 2026.

b. Agreement, Section 4 “Designated Representative is deleted and replaced in its entirety with:

DESIGNATED REPRESENTATIVE. Joy Kane, Tobacco Prevention Program contact with the Santa Barbara County Public Health Department, at 805-681-5304, is the representative of COUNTY who will administer this Agreement on behalf of COUNTY. Steve Goggia, Community Development Director, at 805-755-4414, is the representative of CITY who will administer this Agreement on behalf of CITY. Changes in designated representatives shall be made only after advance written notice to the other party.

c. Agreement, Section 5 “Notices” is deleted and replaced in its entirety with:

NOTICES. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, delivered as follows:

To COUNTY: Joy Kane, MPH
Public Health Department
Tobacco Prevention Settlement Program
300 N. San Antonio Road, Bldg. 4
Santa Barbara, CA 93110

To CITY: Steve Goggia
Community Development Director
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

or at such other address or to such other person that the parties may from time to time designate in writing. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **Ratifications.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.
4. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

(Signatures on the following pages.)

First Amendment to Agreement for Tobacco Retailer License program services between the **County of Santa Barbara** and **City of Carpinteria**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective July 1, 2021.

COUNTY OF SANTA BARBARA

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

Bob Nelson

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Public Health Department

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

First Amendment to Agreement for Tobacco Retailer License program services between the **County of Santa Barbara** and **City of Carpinteria**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective July 1, 2021.

CITY OF CARPINTERIA

By: _____
Dave Durlinger, City Manager

Date: _____