

**Memorandum of Understanding
Between
City of Santa Rosa and
County of Sonoma**

This memorandum of understanding (hereinafter “MOU”), dated as of _____, _____ (hereinafter “Effective Date”) is by and between the City of Santa Rosa (hereinafter “City”) and the County of Sonoma (hereinafter “County”).

WHEREAS, on August 6, 2024, the City adopted Ordinance No. 2024-010 amending Chapter 6 of the Santa Rosa Municipal Code, adding Chapter 6-20 entitled “Regulation of Retail Tobacco Sales” (hereinafter “Ordinance”);

WHEREAS, the adopted Ordinance approves the creation and establishment of a Tobacco Retail License (hereinafter “TRL”) program to control all sales and exchanges for any form of consideration of tobacco, tobacco products, or tobacco paraphernalia as defined therein;

WHEREAS, the on August 6, 2024, Santa Rosa City Council, by resolution, delegated the authority to the City Manager to execute a Memorandum of Understanding with the County to provide TRL administration and compliance services in accordance with the Santa Rosa Municipal Code Chapter 6-20; and

WHEREAS, County has the expertise and staff to provide the services required and has expressed interest in partnering with the City to ensure all sections of the Santa Rosa Municipal Code Chapter 6-20 are complied with.

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

1. County Roles and Responsibilities

County’s Department of Health Services’ Impact Sonoma Tobacco Prevention program shall administer the City’s TRL as set forth herein. County’s responsibilities shall consist of the following:

- a) Receive and process tobacco retail applications and fees, and issue license certificates for tobacco retail applications for new license and license renewal requests.
- b) Conduct retail compliance inspections, provide information and education to retailers, and document the inspection. Inspections shall occur at a minimum of once per year and shall check for and document compliance with all federal, state, and City tobacco retail laws. At the outset of the visit, if an owner is not already present, the inspector shall attempt to reach an owner via phone with the on-site retailer representative. A summary of each inspection’s findings shall be provided to the retailer representative and shall include the opportunity to correct any issues while the inspector is on site and to answer any questions. County staff shall provide correspondence to each retailer of all inspection findings.
- c) Develop, in coordination with the City, a TRL fee justification to be included in a Resolution to be adopted by the City Council and updated as needed to reflect changes in the number of licensed retailers, frequency of compliance inspections, and cost recovery of the program.

- d) Communicate with the City regularly, as needed or requested, regarding the administrative and inspection services provided by the County under this Agreement.
- e) Discuss and refer significant enforcement issues to the City when a notice of violation or citation may be necessary through agreed-upon written communication protocols and regular meetings. Maintain documentation of all inspections for each retailer and provide to City when enforcement action is required.
- f) Provide the City documentation needed for any appeal hearings and be available to attend (upon request) any appeal hearing as a witness as appropriate.
- g) Follow protocol to identify flavored products. Maintain a list of flavored and/or allowed (unflavored) tobacco products.

2. City Roles and Responsibilities

City shall have the following responsibilities:

- a) Assist the County as appropriate to carry out the terms of this Agreement. Respond to County's requests for interpretation of the TRL.
- b) Communicate with reasonable notice, as needed or requested, regarding any proposed action by the City to amend, modify, or repeal the Ordinance No. 2024-010.
- c) Establish TRL licensure fees and ensure consistency with all applicable laws and regulations.
- d) Provide information regarding compliance with the Santa Rosa Municipal Code Chapter 6-20 to any business intending to sell tobacco products. Relay any retailer communication with the County to ensure coordinated compliance and education efforts. Refer license applications and inquiries to County.
- e) Issue notice of violations and citations and collect associated fines. Defer to County's list of flavored/unflavored products when issuing product violations related to code violations for the sale of flavored tobacco products.
- f) Coordinate and conduct hearings related to appeals, as needed, prior to suspension or revocation of licenses. Carry out retail suspension related to code violations.
- g) Refer license applications and inquiries to County.
- h) Respond to County's requests for interpretation of the TRL.
- i) Authorize County's use of the City name and official logo on program materials.

3. Payment

County shall calculate, receive, and retain TRL fees in accordance with the fee schedule. Refer to Exhibit A (Budget), attached hereto and incorporated herein by this reference (hereinafter "Exhibit A"). In no event shall City be obligated to pay County more than the total sum of \$268,357.12 under the terms and conditions of this MOU.

4. Term and Termination

- a) The term of this MOU shall be from January 1, 2025 through June 30, 2028.

- b) Either party may terminate this MOU for convenience and without cause upon thirty (30) days' advance written notice to the other party. In the event of such termination by City, County shall receive compensation for any services performed through the effective date of termination, unless a shorter notice period is agreed upon.

5. Confidentiality

Both parties agree to maintain the confidentiality of all client information in accordance with all applicable State and Federal laws and regulations.

6. Dispute Resolution

If any conflicts or disputes arise between the parties to this MOU, each party shall assign staff to meet with the other party in a timely manner to resolve the conflict or dispute.

7. Indemnification

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the MOU.

8. Method and Place of Giving Notice, Submitting Bills, and Making Payments

All notices, bills, and payments shall be made in writing and shall be given by personal delivery, or sent by email, U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

<p>To County:</p> <p>Terese Voge Health Program Manager Public Health Division Department of Health Services County of Sonoma 483 Aviation Blvd. Santa Rosa CA 95403 707-565-6682 Terese.Voge@sonoma-county.org</p>	<p>To City:</p> <p>Jason Nutt Assistant City Manager City of Santa Rosa 100 Santa Rosa Avenue Santa Rosa CA 95404 707-543-3810 jnutt@srcity.org</p>
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When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, bill, or payment is promptly deposited in the U.S. Mail and postmarked on the date of the email (for a payment, on or before the due date); (2) the sender has a written confirmation of the email; and (3) the email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Section 8.

9. Extra or Changed Work

Extra or changed work or other changes to the MOU may be authorized only by written amendment to this MOU, signed by both parties. Minor changes, which do not increase the amount paid under this MOU and which do not significantly change the scope of work or significantly lengthen time scheduled, may be executed by the Director of the County Department of Health Services and the City Manager, in a form approved by County Counsel and the City Attorney, respectively. The Board of Supervisors must authorize all other extra or changed work on behalf of County. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive MOU requirements.

10. Merger

This writing, including any exhibits hereto, is intended both as the final expression of the MOU between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the MOU. Each party acknowledges that, in entering into this MOU, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this MOU. No modification of this MOU shall be effective unless and until such modification is evidenced by a writing signed by both parties.

11. No Third-Party Beneficiaries

The parties hereto agree and acknowledge that this MOU does not provide for any intended third-party beneficiaries and no suit against either party may be based on such a claim. This MOU shall be enforceable only by the parties hereto.

12. Severability

If any term, provision, or condition of this MOU is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this MOU shall continue in full force and effect unless the rights and obligations of the parties hereto have been materially altered or abridged thereby.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the Effective Date.

City of Santa Rosa:

Maraskeshia Smith, City Manager

Date

Approved As to Form

Teresa Stricker, City Attorney

Date

County of Sonoma:

Certificates of Insurance on File with County:

Jennifer Solito, Interim Director
Department of Health Services

Date

Approved:

Sonoma County Purchasing Agent

Date

Approved as to Substance:

Division Director or Designee

Date

Approved as to Form:



County Counsel

1/6/25

Date

Approved as to Substance:



igned on behalf of Ken Tasseff

Privacy & Security Officer or Designee

01/06/2025

Date

Exhibit A. Budget

City of Santa Rosa: Tobacco Retail License Fee Jan 1, 2025 – Jun 30, 2025 (1 visit)		
Budget		
DHS Personnel (S&B)	FTE/description	Total (\$)
Community Health Worker	0.1	11,378.55
Sr. Health Information Specialist	0.12	22,582.44
Sr. Office Asst.	0.01	1,269.93
Operations	(mileage/fleet rental, office supplies, postage, software, field equipment, rent, computer ISD)	2,378.21
Indirect	20% of budget	7,521.83
	Total Budget (\$)	45,130.96
Based on 118 retailers	Per Retailer License Cost	382.00

City of Santa Rosa: Tobacco Retail License Fee Jul 1, 2025 – Jun 30, 2028 (1 visit per fiscal year)		
Budget		
DHS Personnel (S&B)	FTE/description	Total/FY (\$)
Community Health Worker	0.15	17,067.83
Sr. Health Information Specialist	0.2	37,637.40
Sr. Office Asst.	0.03	3,809.79
Operations	(mileage/fleet rental, office supplies, postage, software, field equipment, rent, computer ISD)	3,492.25
Indirect	20% of budget	12,401.45
	Total Budget (\$)	74,408.72
Based on 118 retailers	Per Retailer License Cost	631.00

Total Budget: \$45,130.96 + \$74,408.72 + \$74,408.72 + \$74,408.72 = \$268,357.12.