

**Memorandum of Understanding  
Between  
County of Sonoma  
and the  
City of Petaluma**

This memorandum of understanding (hereinafter "MOU"), dated as of \_\_\_\_\_, 2025 (hereinafter "Effective Date") is by and between the County of Sonoma (hereinafter "County") and the City of Petaluma (hereinafter "City").

WHEREAS, City has adopted an ordinance and a program for a Tobacco Retail License within the City;

WHEREAS, the adopted Tobacco Retail License Ordinance (hereinafter "TRL") sets forth the City's licensing program to control all sales and exchanges for any form of consideration of tobacco, tobacco products, or tobacco paraphernalia as defined therein;

WHEREAS, on March 7 2022, the City of Petaluma approved a resolution delegating approval of a memorandum of understanding with the County of Sonoma for TRL administration and enforcement services in accordance with TRL Ordinance Chapter 8.21, Section 140 (Compliance Monitoring), which authorizes the city to designate additional persons to monitor compliance with the chapter; and

WHEREAS, County has the expertise and staff to provide such services and is willing to continue to provide such services.

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 program shall administer and enforce 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. County staff shall provide correspondence to each retailer of all inspection findings.
- c) Periodically, as needed, develop a TRL fee justification schedule for City to prepare for Petaluma City Council review.
- d) Communicate with the City regularly, as needed or requested, regarding the administrative and inspection services provided by the County under this MOU.
- e) Discuss and refer significant enforcement issues to the City when code violations require enforcement. Maintain documentation of all inspections for each retailer and provide to City when enforcement action is required.
- f) Provide the City documentation needed for administrative or appeal hearings. Be available to attend when requested by the City to appear as a witness.

## 2. City's Roles and Responsibilities

City shall have the following responsibilities:

- a) Assist the County, so far as reasonably appropriate, in carrying out the terms of this Agreement. Respond to County 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 TRL.
- c) Establish TRL licensure fees and ensure compliance with all applicable laws and regulations.
- d) Provide information regarding the TRL to any business applying for a business license pursuant to Code 8.21 (Regulation of Retail Tobacco Sales of the City Code). 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 as well as citations and collect associated fines.
- f) Coordinate and conduct all administrative hearings.
- g) Refer license applications and inquiries to County.
- h) Maintain the City Master Fee Schedule, and establish TRL licensure fees.
- i) Respond to County requests for interpretation of the TRL.
- j) Authorize County's use of the City name and official logo on program materials in accordance with the Logo Use Agreement.
- k) Ensure compliance with all applicable laws and regulations .

## 3. Payment

County shall receive and retain license fees from retail licensees in accordance with the City's Master 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 \$57,720 under the terms and conditions of this MOU.

## 4. Term and Termination

4.1. The term of this MOU shall be from July 1, 2025 through June 30, 2028.

4.2. Either party may terminate this MOU for convenience and without cause upon thirty (30) days' advance written notice. 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. Insurance

This MOU does not impose insurance requirements on either party.

## 6. Confidentiality

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

**7. 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.

**8. 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 (including attorneys' fees and witness costs) 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.

**9. 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 by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

To County:	To City:
Terese Voge Health Program Manager Public Health Division Department of Health Services County of Sonoma 463 Aviation Blvd. Santa Rosa CA 95403 707-565-6682 Terese.voge@sonoma-county.org	Melissa Madrid for: Peggy Flynn City Manager City of Petaluma 11 English Street Petaluma California 94952 707-778-4345 Pflynn@cityofpetaluma.org

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 by facsimile or email, 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 facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or 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.

**10. 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.

11. 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.

12. 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.

13. 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.

§ The remainder of this page has intentionally been left blank. §

Contract No. 2025-5055-A00

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

**City of Petaluma:**

[Redacted Signature]

6/18/2025

Peggy Flynn, City Manager

Date

**Approved As to Form**

[Redacted Signature]

6/18/2025

Eric Danly, City Attorney

Date

Dylan Brady

Assistant city attorney for City Attorney

**County of Sonoma:**

Approved; Certificates of Insurance on File with County:

Nolan Sullivan, Director  
Department of Health Services

Date

**Approved as to Substance:**

[Redacted Signature]

Division Director or Designee

Date

**Approved as to Form:**

[Redacted Signature]

6/11/2025

County Counsel

Date

**Approved as to Form:**

[Redacted Signature]

Privacy & Security Officer or Designee

6-10-25

Date

**Exhibit A. Budget**

<b>FY 25-26, Year 1 of 3</b>		
Petaluma Retailers	37	
<b>Personnel</b>	<b>FTE</b>	<b>Amount (\$)</b>
Sr. HIS	0.085	15,996.00
SOA	0.01	1,270.00
<b>Operations</b>		1,111.00
<b>Indirect 5% (of personnel)</b>		863.00
	<b>Total</b>	<b>19,240.00</b>
	<b>Per Retailer</b>	<b>520.00</b>
<b>Total FTE</b>	<b>0.095</b>	

<b>FY 26-27, Year 2 of 3</b>		
Petaluma Retailers	37	
<b>Personnel</b>	<b>FTE</b>	<b>Amount (\$)</b>
Sr. HIS	0.082	15,889.00
SOA	0.01	1,371.00
<b>Operations</b>		1,117.00
<b>Indirect 5% (of personnel)</b>		863.00
	<b>Total</b>	<b>19,240.00</b>
	<b>Per Retailer</b>	<b>520.00</b>
<b>Total FTE</b>	<b>0.092</b>	

<b>FY 27-28, Year 3 of 3</b>		
Petaluma Retailers	37	
<b>Personnel</b>	<b>FTE</b>	<b>Amount (\$)</b>
Sr. HIS	0.079	15,885.00
SOA	0.01	1,371.00
<b>Operations</b>		1,121.00
<b>Indirect 5% (of personnel)</b>		863.00
	<b>Total</b>	<b>19,240.00</b>
	<b>Per Retailer</b>	<b>520.00</b>
<b>Total FTE</b>	<b>0.089</b>	