

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

This memorandum of understanding (hereinafter “MOU”), dated as of \_\_\_\_\_, 2022 (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, modeled in part upon the Licensure of Tobacco Retailers ordinance adopted by County;

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:

- Assume primary responsibility for set-up, education, compliance monitoring, and communications and collaborations with City staff.
- Utilize County’s database and protocols to support and track City’s TRL applicants/licenseses and monitor California Department of Tax and Fee Administration for license expiration.
- Administrative
  - Update and review license TRL applications.
  - Update protocols.
  - Draft and update standard communications related to applications and fees, inspections schedules and findings, and updates/clarifications on laws federal, state, and local laws.
  - Update county TRL website with communications and education materials for retailers.

- Enter data in and maintain database of tobacco retailers; retrieve data from California Tax and Fee, and reconcile lists against database. Check for new businesses from city.
- Verify tobacco retailer information and update changes.
- Receive TRL fees and reconcile against application, submit fee/checks to fiscal, and maintain all financial records.
- Send certified letters of warning in coordination with City of Petaluma.
- Send certified letters regarding late fees.
- Retailer Education
  - Develop new and ensure existing materials are updated, as necessary, to provide needed information via email, and website, as appropriate.
  - Provide individual technical assistance, on demand, to retailers via zoom, phone and/or email.
- Compliance Checks
  - Map site visit route for efficiency.
  - Communicate with stores ahead of time to ensure correct personnel are present.
  - Conduct site visit(s) that includes a discussion with store manager, or someone in charge, to discuss purpose of visit and to take questions.
  - Inspect for compliance with all federal, state, and local Petaluma tobacco laws. Provide on-site guidance on problems or concerns, and ensure corrections are made at the time of the visit, if possible.
  - Provide pertinent handouts and STAKE act stickers, as needed. Complete site visit form and enter into database.
  - Follow-up on issues and/or violations.
  - Analyze visit findings for general issues and observations.
  - Provide correspondence back to all retailers on the visits and, in general, things that need to be watched for (e.g., pricing all items).
  - Conduct a purchase survey following state-approved protocols and provide results to Petaluma Law Enforcement.
- Enforcement
  - Discuss significant issues, where citation might be necessary, with City of Petaluma through written communication and meetings, as requested.
  - Document all visits with detail to show history for each retailer.
  - Monitor violations status, suspension, and revocation of licenses.
  - Conduct site visits (two annually) and additional communications and/or visits with retailers for any needed follow-up.

- Prepare and deliver appropriate violation notices. Prepare evidence/records for appeal hearings to be done by City of Petaluma.
- Coordinate any appeal hearing process with related City of Petaluma staff and the public.
- Communicate with City Manager/City Council on compliance status of retailers as requested and as issues arise.
- Provide pricing or other tobacco product information as mutually agreed.
- Discuss significant issues, where citation might be necessary, with City of Petaluma through written communication and meetings, as requested.
- Document all visits with detail to show history for each retailer.
- Monitor violations status, suspension, and revocation of licenses.

## 2. City Roles and Responsibilities

City staff or City Council, as appropriate, shall have the following responsibilities:

- Conduct hearings, as requested, prior to suspension or revocation of licenses.
- Coordinate any appeal hearing process with related City staff and the public.
- Refer license applications and inquiries to County.
- Maintain the City Master Fee Schedule.
- Respond to County requests for interpretation of the TRL.
- Coordinate appeals to the City Council.
- Authorize County's use of the City name and official logo on program materials in accordance with Exhibit A (Logo Use Agreement).
- Establish TRL licensure fees and 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 Master Fee Schedule. Refer to Exhibit B (Budget), attached hereto and incorporated herein by this reference (hereinafter "Exhibit B").

## 4. Term and Termination

4.1. The term of this MOU shall be from July 1, 2022 through June 30, 2023.

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. 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 (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.

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 by 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 625 5th Street 707 565-6682 Terese.voge@sonoma-county.org</p>	<p>To City:</p> <p>Nancy Sands Management Analyst II City of Petaluma 11 English Street Petaluma CA 94952 (707) 778-4484 NSands@cityofpetaluma.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 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.

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. Tobacco Retail License Ordinance Amendments

Any and all changes or proposed changes to the TRL shall be promptly communicated to County with sufficient notice to accommodate administrative adjustments that may become necessary.

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.

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

**City of Petaluma:**

DocuSigned by:  
  
33B88C76B34748C  
\_\_\_\_\_  
Peggy Flynn, City Manager  
4/21/2022  
\_\_\_\_\_  
Date

**Approved As to Form**

DocuSigned by:  
  
25B8C588ED23412  
\_\_\_\_\_  
Eric Danly, City Attorney  
4/21/2022  
\_\_\_\_\_  
Date


**County of Sonoma:**

\_\_\_\_\_  
Tina Rivera, Director  
Department of Health Services  
\_\_\_\_\_  
Date

**Approved as to Substance:**

  
\_\_\_\_\_  
Division Director or Designee  
4/27/2022  
\_\_\_\_\_  
Date

**Approved as to Form:**

  
\_\_\_\_\_  
County Counsel  
April 5, 2022  
\_\_\_\_\_  
Date

**Exhibit B. Budget**

<b>Costs</b>	<b>Amount (\$)</b>
<b>County Personnel Costs (Salary &amp; Benefits)</b>	
0.12 Health Information Specialist	16,650
0.05 Senior Office Assistant	5,694
<b>Total County Personnel Costs</b>	<b>22,344</b>
<b>Direct Program Costs</b>	
Car/mileage/transportation/parking	300
Office supplies/photocopy/mailing	83
Telecommunications	50
Rent/Lease Building	100
ISD - Computer Costs	100
<b>Total Direct Program Costs</b>	<b>633</b>
<b>Indirect Costs (17% of personnel)</b>	<b>3,798</b>
<b>Total Costs</b>	<b>26,775</b>
<b>Revenue to County</b>	
Projected revenue to County from fees (estimated 51 retailers @ \$525/year)	<b>26,775</b>