

July 19, 2022

STATE OF CONNECTICUT

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CONNECTICUT'S LOCAL HEALTH DEPARTMENTS AND DISTRICTS**

This Memorandum of Understanding ["MOU" or "Agreement"] is entered into between the undersigned Local Health Departments and Districts and the chief elected official or Board of such Departments and Districts (each a "party" and collectively the "parties"), in accordance with the following terms:

1. PURPOSE

Conn. Gen. Stat. section 19a-36i requires the development of a process that allows for the reciprocal licensing of itinerant food vending establishments that have been issued a valid permit, as defined in this Agreement, from the Local Health Department or District having jurisdiction of the town where the itinerant food vending establishment is located, and the operator of such itinerant food vending establishment seeks to conduct business in a town located in the jurisdiction of another Local Health Department or District. The law requires the Department of Public Health and the Local Director of Health to implement such process. In response to this directive, this pilot project is being conducted to start the implementation process.

The undersigned representatives of Local Health Departments and Districts and/or Board Chairs and Chief Elected Officials enter into this mutual Agreement to allow itinerant food vending establishments that are permitted by another party, to operate in its town or district without needing an additional permit.

2. SCOPE OF AGREEMENT

This MOU will cover reciprocity of itinerant food vending establishment permits, food inspections, and the fees associated with such food permits and food inspections. This reciprocal Agreement is only applicable to the permitting process that is required to carry out regular business activities of an itinerant food vending establishment who utilizes a mobile facility to sell food. This Agreement does not modify any permitting or other approval requirements for temporary food service establishments, as defined by section 19-13-B42 of the Regulations of Connecticut State Agencies. This MOU does not cover fire, zoning, building, or any other local permits that may be required. Itinerant food vendors shall receive proper local approvals prior to operating their business in towns where these other types of permits are required for itinerant food vending establishments.

3. TERM OF AGREEMENT

This Agreement will begin when fully executed and shall terminate on December 31, 2032.

Additional parties may join this Agreement at any time throughout the duration of the Agreement.

4. TERMINATION

Any party may terminate its participation in this mutual Agreement by providing all other parties with one hundred twenty (120) days written notice of such intention.

5. STATUTORY AUTHORITY

The statutory authority for the Parties to enter into this MOU is Connecticut General Statutes section 19a-223.

6. KEY DEFINITIONS

For the purposes of this MOU, the following definitions are used:

- a. "Itinerant food vending establishment" is defined as a food vending business serving food or drink from any establishment or conveyance without fixed location and without connection to water supply and sewage disposal systems
- b. "Permitting LHD" is defined as the Local Health Department or District that has jurisdiction in the town in which the itinerant food vending establishment's business is officially located, as identified on the business recording filed with Connecticut's Office of the Secretary of State or the Connecticut town where the itinerant food vendor's food vending vehicle is registered.
- c. "Operating LHD" is defined as the Local Health Department or District that has jurisdiction of the town in which an itinerant food vending establishment operates or sells food, but which is not the Permitting LHD;
- d. "Permit" is defined as a permit or a license that has been issued in accordance with Conn. Gen. Stat. section 19a-36i, and is not expired, suspended, or revoked;

7. AUTHORITY AND DUTIES OF PERMITTING AND OPERATING LHDS

Under this mutual agreement, all parties may fulfill the role of a "Permitting LHD" and an "Operating LHD" as defined herein, and as applicable.

a. AUTHORITY AND DUTIES OF PERMITTING LHD

The "Permitting LHD" shall:

- i. Follow the process for permitting, including a plan review, and an initial inspection of the food facility to ensure that all permitting requirements are met;
- ii. Issue the annual permit and enter information into the itinerant food vending establishment registry maintained by the Department of Public Health as applicable;
- iii. Collect fees for the inspection and permit;
- iv. Renew an itinerant food vending establishment permit at time of renewal and enter applicable information into the registry;
- v. Ensure that routine inspections take place in accordance with the frequency prescribed by Conn. Gen. Stat. section 19a-36j. The routine inspection may be conducted by either the Permitting LHD or the Operating LHD. The jurisdiction

- conducting the inspection will be responsible for entering the applicable information into the registry;
- vi. Ensure that a re-inspection occurs when needed to follow up on a corrective action. The re-inspection may be conducted by either the Permitting LHD or the Operating LHD. The jurisdiction conducting the re-inspection shall be responsible for entering the applicable information into the registry;
 - vii. Take any regulatory action deemed necessary by the Director of the Permitting LHD, against any itinerant food vending establishment who violates any law, regulation or ordinance while operating an itinerant food vending establishment within the Director's jurisdiction. Such regulatory action, includes but is not limited to, embargoing food, ordering destruction of food, or suspending or revoking a permit, if in the opinion of the Local Director of Health, such action is warranted and necessary to protect public health;
 - viii. Work with the Operating LHD to revoke or suspend a license or permit when an itinerant food vending establishment violates any law, regulation, or ordinance which is subject to suspension or revocation of a license or permit;
 - ix. Allow sanitarians employed by an Operating LHD to carry out necessary inspections and enforcement actions related to itinerant food vending establishments licensed under the Permitting LHD's authority; and
 - x. Use the web-based system managed by the DPH Food Protection Program to provide permitting information, inspection reports and any violations and enforcement actions taken.
 - xi. The permitting LHD agrees to use a standardized application form and permit mutually agreed upon by the Department of Public Health and the Connecticut Association of Directors of Health's Board.

b. AUTHORITY AND DUTIES OF THE OPERATING LHD:

The "Operating LHD":

- i. Shall allow any vendor that has been issued an itinerant food vending establishment permit from another party to this agreement, to operate in any town within the Operating LHD;
- ii. May inspect an itinerant food vending establishment at the discretion of the Director of the "Operating LHD". The itinerant food vending establishment shall not be charged a fee for such inspection;
- iii. Shall issue an order to hold or destroy food as authorized by regulations, if in the opinion of the Operating LHD, such action is warranted and necessary to protect public health, or issue an order to cease operations if the Operating LHD determines that the itinerant food vending establishment is creating a nuisance that is injurious to public health;
- iv. Shall work with the Permitting LHD to revoke or suspend a license or permit when an itinerant food vending establishment violates any law, regulation, or ordinance which is subject to suspension or revocation of a license or permit. and

- v. Shall use the web-based system managed by the DPH Food Protection Program to post any violations and enforcement actions taken.

8. EVALUATION OF AGREEMENT

The first three years of this Agreement is considered a pilot phase. Three years following its effective date, this Agreement shall be assessed by the Department of Public Health, in consultation with the Local Directors of Health, to evaluate its effectiveness in achieving the purposes of the Agreement. If necessary, revisions will be made to better meet the Agreement’s purpose, and to protect public health.

9. REVISIONS AND AMENDMENTS

- a. A formal written amendment shall be required to amend any terms of this MOU.
- b. An expired or terminated MOU cannot be amended.
- c. The amendment process shall be accomplished in accordance with Conn. Gen. Stat. section 19a-36i which requires collaboration between the Department of Public Health and local health departments.

10. APPROVAL AND ACCEPTANCES

The signatories of this agreement include the Local Director of Health of the jurisdiction joining this agreement, and when required by the town or health district, the signature of the chief executive officer of the town or the chairperson of the board of the local health district.

For the Local Health Dept./ District of _____ :

Name & Title	Signature	Date
Name & Title	Signature	Date
