

OPERATIONS AGREEMENT
between
Ledge Light Health District
and
Town and Borough of Stonington

The purpose of this Agreement is to provide operational understandings for the Ledge Light Health District (District) to provide public health services to the Town and Borough of Stonington (Stonington), and to stipulate the administrative relationship between the District and Stonington.

WHEREAS: the District was established in 1993 under State of Connecticut Statutes to provide public health services for the City and Town of Groton and has since expanded to include the municipalities of Ledyard, Waterford, New London, East Lyme and Old Lyme; and

WHEREAS: Stonington, by its governing Board of Selectman and Board of Warden & Burgesses voted to obtain its public health functions from the District; and

WHEREAS: Stonington has completed the process required by applicable State statutes to become a member of the District; and

WHEREAS: the District Board of Directors has voted to accept Stonington as a member of the District; Stonington shall become a member of the District on the date which this Agreement is executed by both parties (the "Effective Date"). The District will provide all mandated local public health services as required by State Statute, with support of Stonington services and funding as specified herein; and

WHEREAS: Mr. Stephen Mansfield, REHS, MPH has been appointed by the Commissioner of the State Department of Public Health (DPH) as the District's Director of Health under the authority of applicable State statutes and regulations; and

WHEREAS: Stonington, in joining the District, has accepted the appointment and authority of said District Director of Health, including his successors;

NOW, THEREFORE, the parties mutually agree as follows:

I. GENERAL UNDERSTANDINGS

- A. No provisions or understandings of this Agreement shall supersede, revise or supplement the State of Connecticut applicable statutes pertaining to joining, membership, operations, or administration of the District. Such State statutes and any applicable regulations shall take precedence.
- B. This Agreement is specifically conditioned upon Stonington continuing to be a member of the District.

- C. This Agreement is between independent parties and shall not be represented to be a joint venture, partnership or any other joint organization.

II. OPERATIONAL UNDERSTANDINGS

A. Satellite Office:

The District agrees to maintain a satellite office in Stonington Town Hall. The current Stonington Health Department space will be considered the "District Satellite Office". The District will provide and maintain all hardware and software associated with District activities except when both parties agree that the continued use of Stonington hardware and software will be advantageous to providing efficient and effective public health services. Stonington shall provide custodial services and all utilities, including phone and an internet connection. The District shall be permitted to post appropriate District signage as mutually agreed by the parties. Stonington shall provide necessary administrative support services and general assistance for resident referrals and recordkeeping. Administrative support services include filing, general messaging (phone or walk-in customer), record retrieval or any similar activity that a Stonington employee would normally provide to another Stonington employee or department.

The District will be entitled to park a total of 2 (two) District and/or District employees' vehicles in the current area designated for Stonington staff vehicles.

B. Transition Agreements:

1. *Fees:*

- a. As of the Effective Date of this agreement, all health department fees shall be collected and retained by the District in accord with its regulations and fee schedule, provided that the District will waive all fees for regulated establishments in Stonington through May 31, 2018.
- b. The District will reimburse the Stonington 50% of the 2016/2017 state per capita contribution if Stonington joins the District prior to June 30, 2017.

III. DISTRICT MEMBER FUNDING

A. District Budget Process

1. *Adoption of Preliminary Annual Budget:* The District Board of Directors adopts the proposed (preliminary) next year's District budget at its December meeting for submission to the members for their municipal budget.
2. *Adoption of Final Annual Budget:* Each April, in accord with State statutes, including § 19a-243(c), the following procedures are followed:

- Public Notice is posted at least 2 weeks in advance of a scheduled Public Hearing on the proposed District budget.
- The Board of Directors conducts a Public Hearing on the proposed budget.
- The Board of Directors votes to establish the District's annual budget with the stipulated member funding amounts.

3. *Allocation of Member Funding:* The final budget funding by the District municipal members, per General Statutes § 19a-243(c), is allocated on a per capita basis based on the last annual population estimate by the Department of Public Health for each participating town, city or borough.

B. Stonington - District Payments:

Pursuant to established District payment procedures, Stonington will make payment of the per capita amount within 30 days of the District's invoice, which is typically issued in July of each year.

IV. DESCRIPTION OF SERVICES AND ADMINISTRATIVE RELATIONSHIPS

- A. Attachment A, attached hereto and made a part hereof, provides details regarding the allocation of public health services to be provided by the District.
- B. Subject to the terms of this Agreement, the parties will by agreement establish the specific requirements and administrative protocols for the District to request Stonington support services and for Stonington to obtain District public health services.
- C. Any Stonington employee providing administrative support services per § II(A) hereof to the District hereunder shall be furnished pursuant to the following conditions:
1. Administrative support services provided by Stonington staff shall not be construed nor imply any employer-employee relationship between said Stonington employees and the District or any employment administration.
 2. Stonington hereby grants the District access to its premises as reasonably necessary to implement the intent of this Agreement and Stonington shall provide all reasonable support facilities, personnel, supplies, etc. at its expense to perform the terms and intent of this Agreement within the Town, as it would for any other town department.
- D. Stonington shall provide the Stonington attorney and/or other counsel to represent the District in Stonington matters where the District is involved because of a Stonington action or inaction. District orders issued after the Effective Date will be the responsibility of the District's attorney. The Stonington attorney and/or other counsel shall represent the Town and District as successor to the Stonington Health Department and the District shall be indemnified and held harmless by Stonington for

any/all legal claims, law suits, etc. which arise from action or inaction by the Stonington Health Department prior to the Effective Date.

- E. The District shall indemnify and hold harmless Stonington and its officers, officials, employees, agencies, boards, commissions, and employees, and Stonington shall indemnify and hold harmless the District and its members, principals, officials, representatives and employees from and against any and all claims and/or causes of action of any nature whatsoever, whether for damage to property and/or to person, that might arise against Stonington on account of the acts and/or omissions of the District or against the District on account of the acts and/or omissions of Stonington under this Operations Agreement.

V. TIME PERIOD - RENEWAL

- A. Stonington may withdraw from the District pursuant to the terms of General Statutes § 19a-246. Certain terms of this Agreement, such as paragraph IV(D), shall survive the termination of the Agreement.

VI. TERMINATION

- A. This Agreement may be terminated for the following reasons or events:
 1. Stonington legally withdraws from the District pursuant to State statutes.
 2. The District is dissolved by its Directors in accord with applicable laws, regulations and its by-laws.
 3. The State ceases to provide per capita funding to the District.
 4. Stonington is unable or unwilling to provide the stipulated administrative support services per § II(A) hereof or to consistently make timely payments to the District, after notice and a reasonable opportunity to correct such failures by Stonington.
 5. By agreement of the parties.

VII. REPRESENTATIVES - NOTICES

- A. Stonington and the District shall be represented as follows:

TOWN	BOROUGH	DISTRICT
First Selectman	Warden	Director of Health

- B. Any notices required between the parties shall be written and be given personally or sent by registered / certified mail to the respective party at the following address:

TOWN	BOROUGH	DISTRICT
Stonington Town Hall 152 Elm Street Stonington, CT 06378	Borough of Stonington 26 Church Street Stonington, CT 06378	Ledge Light Health District 216 Broad Street New London, CT 06320

VIII. OTHER TERMS

- A. District Permits / Licenses – Delinquent Taxes:

The District agrees to utilize its authority granted under State General Statutes Section 12-146a *Revocation of Municipal and District Health Department Permits for Failure to Pay Personal Property Taxes* (as currently amended) to assist the Stonington Tax Collector to collect delinquent personal property taxes.

- B. Compliance with Laws or Ordinances:

Stonington and the District shall comply with all laws, statutes, ordinances, rules, orders and regulations relating to the services provided under this Agreement.

- C. Disputes / Arbitration:

This Operations Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without reference to its conflict of law provisions. The Connecticut Superior Court for the Judicial District of New London shall have exclusive jurisdiction over any disputes between the parties arising out of this Operations Agreement, which cannot be resolved by discussion or consultation between them.

- D. Law Forum:

This Agreement shall be governed and construed and the legal relationship between the parties shall be determined in accordance with the applicable laws of the State of Connecticut, without regard to its conflict of laws provisions.

- E. Entire Agreements / Amendments:

This Agreement constitutes the entire understandings between the parties and all prior understandings, discussions, and agreements (excepting the State statutory provisions) are superseded. This Agreement shall not be amended, except in writing, fully executed by the parties hereto.

F. Non-Waiver:

Failure of either party, at any time, to enforce any provision of this Agreement shall not constitute a waiver of any such provision nor in any way effect the validity of this Agreement, or any part thereof.

G. Partial Invalidity:

The invalidity of one or more of the provisions contained in this Agreement shall not affect the validity of the remaining portions so long as the material purposes of this Agreement can be determined and effectuated.

H. Non-Assignment:

Neither party may assign or transfer its interests and obligations hereunder without the prior written consent of the other party.

I. Successors and Assigns:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assignees.

J. Headings:

Section headings are for convenience of reference only and do not affect the substantive interpretation of this Agreement.

K. Enclosures:

Attachment A Allocation of Public Health services and responsibilities between the District and Stonington.

L. Authority:

Each party represents and warrants that it has the power to enter into and perform this Agreement and that the execution and performance of this Agreement will not constitute a breach of any other agreement or restriction to which the party may be bound.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives,

TOWN OF STONINGTON BOROUGH OF STONINGTON

LEDGE LIGHT
HEALTH DISTRICT

Date: _____

Date: _____

Date: _____

By: _____

Robert R. Simmons
First Selectman

By: _____

Jeffery Callahan
Borough Warden

By: _____

Stephen Mansfield
Director of Health

Attachment A

I. LOCAL PUBLIC HEALTH SERVICES

The District will assure the provision of a health program as required by CGS Sec. 19a-207a:

CGS Sec. 19a-207a. Basic health program.

Each district department of health and municipal health department shall ensure the provision of a basic health program that includes, but is not limited to, the following services for each community served by the district department of health and municipal health department:

1. Monitoring of health status to identify and solve community health problems.
2. Investigating and diagnosing health problems and health hazards in the community.
3. Informing, educating and empowering persons in the community concerning health Issues.
4. Mobilizing community partnerships and action to identify and solve health problems for persons in the community.
5. Developing policies and plans that support individual and community health efforts.
6. Enforcing laws and regulations that protect health and ensure safety.
7. Connecting persons in the community to needed health care services when appropriate.
8. Assuring a competent public health and personal care workforce.
9. Evaluating effectiveness, accessibility and quality of personal and population-based health services.
10. Researching to find innovative solutions to health problems.

II. TOWN SUPPORT / LIAISON SERVICES

Just as the Stonington Health Department cannot function without support services and management liaison with other Stonington departments and functions, so will the District be dependent upon continuance of these support services and function liaisons. Some principal examples (not a comprehensive list) would include:

1. The Stonington Dispatch Center will be responsible for contacting District personnel in the event of an emergency requiring public health intervention. The dispatch center will be provided a call down list for District personnel and a list of events that would necessitate notification to the District.
2. Police support for enforcement of public health orders. The Director of Health may request delivery and/or accompaniment of District personnel in the delivery of a Public Health Order where District personnel may feel threatened.
3. Liaison with the Stonington Departments (e.g. Public Works, Recreation, Building, Fire, Police, Senior Center, etc.) This includes access to Stonington records necessary to support the District's public health functions.

4. Support for Public Health Emergency Preparedness Activities.
5. Administrative support of the District staff located at Stonington Town Hall.

III. DISTRICT SUPPORT / LIAISON SERVICES

The District will continue support and liaison communication activities per § II(A) of the Operations Agreement with Stonington from its public health authority and perspective. Some principal examples (not a comprehensive list) would include:

1. Provide advice and support to all Stonington departments and functions relevant to public health information and issues.
2. In coordination with the Building Department, provide advice and issue appropriate public health orders.
3. Be Stonington's representative and contact with the State Department of Health.

IV. DISTRICT POLICIES, PROCEDURES AND REGULATIONS

- A. The District has established policies, procedures and regulations (in compliance with State Statutes and Public Health Code regulations) to perform its public health functions and responsibilities. These shall replace any existing Stonington Health Department policies, procedures and regulations/ordinances.
- B. The District has adopted a fee schedule, which is periodically amended, associated with District policies, procedures and regulations. This fee schedule will replace any existing Stonington health fees.