

Memorandum of Understanding (MOU)
2014 Local Health District MOU

This Memorandum of Understanding is made by and between the Ohio Manufactured Homes Commission ("OMHC"), 5100 Parkcenter Avenue, Suite 103, Dublin, OH 43017, and _____ Local Health District ("LHD"), _____ (insert address).

WHEREAS, Section 4781 of the Ohio Revised Code (ORC), grants authority to the OMHC to license manufactured home communities in the state of Ohio beginning December 1, 2012;

WHEREAS, the Ohio Revised Code and the Ohio Administrative Code require an annual inspection of each manufactured home community for licensing compliance;

WHEREAS, ORC 4781 grants local health districts (LHDs) a first right of refusal to conduct the annual inspection of manufactured home communities within their legal jurisdictional boundaries.

NOW THEREFORE, the parties hereto agree as follows:

1. INSPECTION AND REPORT OF FINDINGS

- a. LHD shall have first right of refusal to conduct annual inspections of the manufactured home communities within its legal jurisdictional boundaries. If the LHD chooses to perform manufactured home community inspections, LHD must inspect each and every *licensed* home community within its jurisdiction. The LHD will be notified by March 31, 2014 as to which manufactured home communities within its jurisdiction are licensed. Inspections conducted on unlicensed home communities will not be valid and are not subject to inspection fee payment. If the LHD chooses not to inspect manufactured home communities within its legal jurisdictional boundaries, the OMHC shall have the right to contract with any OMHC certified inspection agency or other health districts in the surrounding counties to perform all manufactured home community inspections for the home communities within the legal jurisdictional boundaries of LHD. If the LHD chooses to inspect manufactured home communities outside its legal jurisdictional boundaries, an addendum must be signed.
- b. All manufactured home community inspections must be completed between April 1, 2014 and September 30, 2014 unless express permission is granted in writing by the OMHC. The OMHC reserves the right to specify the number of inspections required per quarterly period to ensure all inspections are performed on a timely basis.
- c. A LHD qualified employee who has training on the regulation of manufactured homes shall conduct manufactured homes community inspections on behalf of the OMHC on a form prescribed by the OMHC, which may be revised from time to time.

The LHD shall send the written report of inspection, including all supporting documentation and suggested corrective measures, if any, to the OMHC and to the manufactured home community operator within 10 days of the inspection. A copy of the OMHC fill-in inspection report is hereby attached and made a part of this MOU as "Exhibit A". If life safety issues are present during the annual inspection, the OMHC certified inspection agency shall notify the community operator and OMHC immediately.

- d. The OMHC will review the inspection report and the written report of findings. The OMHC is responsible for the final decision as to whether or not a manufactured home community is legally compliant with the OMHC regulations. If the OMHC determines that a re-inspection of a manufactured home community is necessary, the OMHC may require the LHD to conduct a re-inspection or the OMHC may conduct its own inspection. The fee for a LHD re-inspection shall be \$75.00.
- e. If the OMHC requires a re-inspection, all re-inspections must be completed within fifteen days of being notified by the OMHC for the need of the re-inspection. The LHD will then submit a revised report of findings to the OMHC, and a revised inspection report to the OMHC and to the manufactured community operator. The OMHC will make a revised determination as to whether or not the manufactured home community is legally compliant with the OMHC regulations.
- f. The OMHC reserves the right to request more information regarding any inspection conducted by said agency, and to conduct its own inspection to verify the findings of LHD's inspection report.

2. TERM OF THE MOU

This MOU shall be effective January 1, 2014 through December 31, 2014.

3. FEES AND PAYMENT OF SERVICES

LHD shall submit one invoice per county once all inspections of licensed communities in that county are complete and once the reports of said inspections are delivered to community operators and the OMHC. LHD may use their own invoice providing that the follow requirements are met;

- a. Invoice must be typed. Hand written invoices or invoices that have been altered will not be accepted.
- b. Invoice must have the Commission billing information such as our name and address.
- c. Invoice must have the LHD's agency information such as name, address and phone number.
- d. Invoice must have an invoice number created by LHD for reference purposes.
- e. Invoice must be have the date of when it was created.
- f. Each entry must contain the date of inspection, the community name, the community address, county in which community is located, total number of lots and cost of inspecting that community.

- g. Invoice must state total amount due to the inspection agency for that county.
- h. Invoices must be received for processing at the OMHC by October 31, 2014.

If the LHD does not have an agency invoice, it may use a sample fill-in invoice provided by the OMHC and is attached to this MOU.

If a re-inspection has been ordered by the OMHC, the invoice for the re-inspection may be submitted once the re-inspection is complete and the report has been delivered to the community operator and the OMHC. Invoices must be submitted for payment within 30 days of the re-inspection.

Inspection fees shall be payable directly to the LHD. LHD must apply to be a state vendor in order to be paid for these inspections and shall comply with all state vendor compliance. Vendor compliance can be found at www.ohiosharedservices.ohio.gov/VendorsFAQ.aspx. Inspection fees shall be paid within 30 days of receipt of the invoice by the OMHC pending no errors are found. If corrections need to be made to the invoice by the vendor, payment will be made within 30 days of receipt of corrected invoice.

4. RETENTION OF RECORDS

Upon receipt from the LHD all records and inspection documents shall be retained by the OMHC in accordance with its records retention schedule. The LHD shall give the OMHC a complete electronic copy preferred or by facsimile (if necessary) of all inspection files, inspection reports, inspection photographs and any other documents relating to each inspection within ten (10) days of a completed inspection. During performance of this Addendum and for a period of three (3) years after its completion, the LHD shall maintain auditable records of all charges pertaining to this MOU, as well as all other records related to manufactured community inspections conducted pursuant to this MOU, and shall make such records available to the OMHC as the OMHC may reasonably require.

5. RELATIONSHIP OF THE PARTIES

The LHD shall be responsible for its own business expenses, including, but not limited to, computers, phone service, and office space and will also be responsible for all licenses, permits, employees' wages and salaries, insurance, and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. The LHD is acting as an agent of the OMHC and does not have authority to bind the OMHC in any way.

6. REPRESENTATIONS AND WARRANTIES

- a. Equal Employment Opportunity
In carrying out this MOU, the parties shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, veteran status, or any other factor specified in

section 125.11 of the ORC, in the Civil rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.

b. Drug Free Workplace

The parties shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. The parties shall make a good faith effort to ensure that all employees of the parties do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.

c. Compliance with Laws

The LHD, in the execution of its duties and obligations under this Addendum, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

d. Conflicts of Interest

No personnel of the LHD who exercise any functions or responsibilities in connection with the review or approval of this MOU or carrying out of any of the Work shall, prior to the completion of the Work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the work under this Agreement. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Addendum, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the OMHC in writing. Thereafter, he or she shall not participate in any action affecting the work under this MOU, unless the OMHC shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

e. Ethics Compliance

The LHD represents, warrants and certifies that it and its employees engaged in the administration or performance of this MOU are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. LHD further represents, warrants, and certifies that neither the LHD nor any of its employees will do any act that is inconsistent with such laws.

7. MISCELLANEOUS

a. Amendments

This MOU constitutes the entire Agreement between the parties. This Addendum may be amended only in writing signed by both parties. However, it is agreed by the parties that any amendments to laws or regulations cited herein may result in the correlative modification of this MOU. The OMHC will promptly notify the LHD of any changes to the law and whether modifications to the Addendum are necessary.

- b. Assignment
The LHD shall not assign any interest (including subcontracts) in this Addendum and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the OMHC.
- c. In no event shall either party be liable to the other party for indirect, consequential, incidental, special or punitive damages, or lost profits.

8. TERMINATION

- a. Either party may terminate this Addendum upon sixty (60) days prior written notice.
- b. OMHC may unilaterally terminate this MOU with ten (10) days prior written notice for material or substantive breach by LHD. Material or substantive breach shall include failure to adhere to inspection process, including submission of timely community inspection reports and documentations.
- c. Upon notice of termination of this MOU, LHD shall immediately cease all work under this MOU, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by the OMHC, furnish a report, as of the date LHD receives notice of termination, describing the status of all work under this MOU, including, without limitation, inspection reports, conclusions resulting therefrom, and any other matters the OMHC requires. The LHD shall submit all work product and records of inspections to the OMHC for all inspections conducted by the LHD pursuant to this MOU.
- d. The LHD shall be paid for services rendered up to the date LHD received notice of termination, less any payments previously made, provided LHD has documented the inspection work conducted up to the notice of termination.
- e. The LHD agrees to waive any right to, and shall make no claim for, additional compensation from the OMHC by reason of the termination.

This contract in no way negates the duties and responsibilities of the LHD to perform health related functions for the health and welfare of the citizens of Ohio.

LHD Authorized Representative (Print Name)

Title

Authorized Representative Signature

Date

Email of Contact Person

Phone Number

Janet M. Williams, Executive Director, OMHC

Date



Ohio Manufactured Homes Commission

5100 Parkcenter Avenue, Suite 103, Dublin, Ohio 43017

Phone: (614) 734-6010 • Fax: (614) 734-6012 • Website: <http://www.omhc.ohio.gov>

☐ Annual
☐ Reinspection
☐ Life Safety

County

Manufactured Home Community Inspection Report

PARK INFORMATION

Name of Community		Address of Community	
Name of Owner / Operator		Address of Owner / Operator	
Number of Licensed Sites	Community License Number	Community Telephone Number	

Under the authority of Chapter 4781 of the Ohio Revised Code, you are directed to correct the violations indicated below:

ITEM #	LIFE SAFETY VIOLATIONS ***MUST BE CORRECTED IMMEDIATELY***

ITEM #	DESCRIPTION OF VIOLATION(S) ***MUST BE CORRECTED WITHIN 30 DAYS***

GENERAL INFORMATION LIST EACH SITE THAT DOES NOT HAVE A HOME PLACED ON IT BY LOT NUMBER AND/OR ADDRESS

Using the Item Number on the left, please refer below for the code in violation.

ORC VIOLATION ITEM NUMBER REFERENCE

01	Rules and Emergency Number Posted (4781-12-24)	10	Solid Waste Collection and Storage (4781-12-18)
02	License (4781-12-03)	11	Electrical Systems (4781-12-19)
03	Manufactured Home Lots (4781-12-08)	12	Recreation Areas and Facilities (4781-12-21)
04	House Numbers Visible (4781-12-08(L))	13	Boats and RV's stored on lots (4781-12-21 (C))
05	Freestanding Auxiliary Buildings (4781-12-08.1)	14	Domestic Animals 4781-12-22 (B))
06	Street; Walkways; Auto Parking (4781-12-09)	15	Insects (4781-12-22 (C)(2))
07	Lighting (4781-12-10)	16	Pests (4781-12-22(D))
08	Storm Water Systems (4781-12-12)	17	Placement Notification (4781-12-08 (B))
09	Sewage (4781-12-16)	18	Other

The above violations must be corrected within 30 days of receipt of this report. Life Safety violations must be corrected immediately.

Community operator must provide proof of violations being corrected in the form of photographic evidence or paid invoices for repairs to the Commission upon correction of said violations. A re-inspection may be conducted at the discretion of the Commission.

Failure to comply with ORC 4781 may result in a fine up to \$1000 per day per violation pursuant to ORC 4781.121

I certify that I have conducted the above inspection on this date and will provide a copy of my findings to the community operator and the Commission within 10 days.

Inspector Name (please print)	Inspection Agency	Inspector Email
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Inspector Signature

Date

Agency Phone Number

Community Inspection Report

Violations (numbering as noted on reference chart)

- ### General Information

List each site that does not have a home placed on it by lot number / address

Park Inspection Report

Below are general guidelines for inspections of manufactured home parks. In addition, please refer to the specific Rule for further inspection guidelines and clarifications or contact the OMHC office.

Violations (numbering as noted on reference chart)

- 01 Are the rules and an emergency number conspicuously posted
- 02 Is the license to operate conspicuously posted
- 03 Setback Requirements - Identify any visible issues with setback requirements on homes set *after* 9/6/06 as we can only enforce after that date
- 04 Each lot and street shall be marked to be readily identifiable and readable from the street (at least 4 inches)
- 05 Freestanding buildings less than 5ft from neighboring home; 4ft if park built prior to 1961; not more than 2 freestanding auxiliary bldgs on individual lots
This only pertains to bldgs placed after 12/1/12 as we can not enforce change on bldgs placed prior to that date
- 06 Streets / walkways / parking areas shall be maintained in safe, passable condition at all times - note any visible issues (pot holes, egress issues)
- 07 Note any visible lighting issues such as broken fixtures or absence of lighting
- 08 Storm water facilities (culverts, catch basins & pipes) to be maintained in a clean and free flowing condition. Note any visible issues. Note location of accumulation of standing water
- 09 Sanitary sewage system must be operational. Note any accumulation of raw sewage
- 10 Solid waste must be placed in trash cans with tight fitting lids. Solid waste is not permitted to accumulate on sites. Note any visible issues
- 11 Note any visible issues with electrical system in the community such as down lines, unsafe conditions.
- 12 If park was constructed after June 30, 1971 there shall be space available for recreational use not less than 5% of the gross park area. If facilities are available such as playgrounds, Swimming pools and basketball courts they shall be properly maintained.
- 13 Boats and RVs shall not be stored on individual lots.
- 14 Note any issues with domestic animals running at large or not on a leash
- 15 Note any issues that may result in harbouring of flies or mosquitoes
- 16 Note any issues that would allow harboring of pests such as raccoons, possums, etc.
- 17 Note any new placement or removal of homes or freestanding buildings
- 18 List any other visible issues

General Information

List each site that does not have a home placed on it by lot number / address

Do not list homes that are present but appear vacant. The purpose of this area is to document inventory change.

MEMORANDUM OF UNDERSTANDING
Between
The Ohio Manufactured Homes Commission
and The LHD
Calendar Year 2014

Inspection Fee Schedule

<u>Lots</u>	<u>Fee</u>
3-50	\$125
51-100	\$150
101-200	\$175
201-300	\$200
301-400	\$225
401-500	\$250
501-1000	\$300
1000+	\$400

INVOICE

Bill To:

Ohio Manufactured Homes Commission
5100 Parkcenter Rd Suite 103
Dublin OH 43017

Invoice # _____

Date: _____

[illegible]

Inspection Fee Schedule	
<u>Lots</u>	<u>Inspect Fee / Park</u>
3-50	\$125
51-100	\$150
101-200	\$175
201-300	\$200
301-400	\$225
401-500	\$250
500-1000	\$300
1000+	\$400

Page 1 Total

Page 1 Total	_____
Page 2 Total	_____
Total Due	_____

