

STATE OF WISCONSIN  
DEPARTMENT OF COMMERCE  
TERMS OF AGREEMENT

for  
**Manufactured Home Community Agents**

This agreement is made between the Wisconsin Department of Commerce, hereafter called "the department," and the Menasha City Health Department hereafter called "agent". This agreement covers the area designated City of Menasha hereafter called "geographic jurisdiction." The Safety & Buildings Division will serve as the department's designee in fulfilling terms of this contract.

**A. AUTHORITY AND JURISDICTION**

The agent has authority to act on behalf of the Wisconsin Department of Commerce, as authorized by Section 101.935(2)(e), Wisconsin Statutes, to protect public health through enforcement of sanitation regulations and fostering sanitary practices in manufactured home communities for the geographic jurisdiction.

**B. INSPECTION**

1. Agent will conduct at least one inspection each fiscal year (July 1 - June 30) of every manufactured home community, as applicable, within the geographic jurisdiction of the agent, as listed above.
2. Inspection types include:
  - a. Prelicensing inspections -- Required for all new manufactured home communities, manufactured home community expansion and manufactured home communities having a change of operator during the fiscal year (July 1 through June 30), and must be completed before the new or changed operator may open the manufactured home community to business.
  - b. Routine inspections -- During the fiscal year (July 1 through June 30), a regular inspection of each manufactured home community shall be made annually by adhering to the checklist on Form SBD-10701, Manufactured Home Community Inspection Report.
  - c. Follow-up inspection -- If a prelicensing, routine or complaint investigation indicates corrections are needed and that a return visit is appropriate to ensure that compliance has been achieved, follow-up inspections shall be made.
3. Prelicensing inspections and emergency complaints will take priority over routine and follow-up inspections.
4. The department may conduct inspections of manufactured home communities in an agent's jurisdiction in response to an emergency, for the purpose of monitoring and evaluating the agent's licensing, inspection and enforcement program or at the request of the agent.
5. Agent may, with written approval from the department, have written agreements with other units of village, city or county government to perform some inspection activities relating to enforcement of the department's rules indicated in this agreement.

**C. ENFORCEMENT**

1. Agent will enforce the Wisconsin Administrative Code rules for manufactured home communities' regulations under Subchapters I-III of Chapter Comm 26. Agent will not permit facilities to operate unless properly licensed.
2. Agent shall develop and have distributed to inspectors, a description of the inspection and enforcement plan to be implemented by the agent. This inspection and enforcement plan, and any changes to it, shall be reviewed and approved by the department. Agent will identify appropriate enforcement action for significant public health hazards and noncompliance with applicable sanitary codes.
3. Upon request from agent, the department may provide assistance in enforcement activities.

**D. STAFFING**

1. Inspections will be made by persons knowledgeable of Chapter Comm. 26, Subchapter I-III.
2. The department reserves the right to review and approve the credentials of agent's inspection staff for work performed under this agreement.
3. The agent shall arrange for backup enforcement services during periods of inspector absence exceeding ten business days or when a conflict of interest would otherwise exist.
4. Upon request from the agent, the department may provide assistance.
5. Agent shall prohibit the conducting of inspections by an employee deemed to have a conflict of interest. A conflict of interest exists whenever an employee's action or failure to act could produce a private benefit for the employee or the immediate family or business with which the employee is associated; or the matter is one in which the employee is associated; or the matter is one in which the employee in a private capacity, or a member of the employee's immediate family or business with which the employee is associated, has an interest. "Immediate family" means the employee's spouse, children, parents, siblings, or any person who receives more than half of his or her support from the employee or from whom the employee received more than half of his support.

**E. PERMITS**

1. The state permit shall be issued by the agent for a two-year period, for which the agent may collect the permit fee in two annual installments. The permit shall be placed in a prominent place in the community and be readily visible to the public.
2. All permits issued by the agent shall expire on June 30.

**F. REPORTS**

All reports shall be submitted to the Manufactured Home/Mobile Home Unit at the Department.

1. The agent shall make a report to the department within ten (10) days after taking any enforcement action involving permit suspension, revocation or court order.
2. A list of manufactured home community address or name changes, new and expanded manufactured home communities issued a permit, all changes of operators or partners, and manufactured home communities that went out of business shall be provided to the Department from the Agent by the 10<sup>th</sup> of each month following any of the above events listed.

3. Liaison with the Department will be through the Manufactured Homes Section Chief, who will represent the Department's interest in coordinating the Contractor's provision of services as outlined in the contract.
4. Any major organizational change, or change of key staff for the direct supervision or implementation of work under this agreement, shall be submitted to the department in writing.
5. By October 1 of each year, the agent shall provide the department with a complete roster of all manufactured home communities, by type and ID number, issued a permit during the previous period of July 1 through June 30.
6. Agent shall keep records of all revenue covered by this agreement.
7. Agent shall retain copies of all orders and inspection reports for at least three (3) years and as required by appropriate statutes and local ordinances. Inspection report forms approved by the department shall be used for all preclicensing, routine and follow-up inspections.
8. Agent shall keep readily available, for use by inspectors and the public, copies of all pertinent statutes, administrative codes, local ordinances and enforcement procedures.
9. Agent shall have, and make available for review by department staff and the public, procedures for the investigation and follow-up of citizen complaints about facilities regulated by this agreement.

**G. REIMBURSEMENT**

No later than October 1 of each year, pursuant to Comm 2.33(3)(c), the agent shall reimburse the Department of Commerce for each facility in the agent's geographic jurisdiction by completing and submitting form SBD-5524-E for the following annual fee amount:

For a mobile home community with 1 to 20 sites	\$ 46.25
For a mobile home community with 21 to 50 sites	\$ 83.25
For a mobile home community with 51 to 100 sites	\$129.50
For a mobile home community with 101 to 175 sites	\$166.50
For a mobile home community with more than 175 sites	\$185.00

**H. COSTS**

Revenue is set and collected by the agent. All revenue collected from facilities, to carry out the provisions of this agreement, shall not exceed direct program annual costs.

**I. EVALUATION**

1. The department may, at any reasonable time, review records, etc., accompany employes of the agent or perform inspections to evaluate compliance with the provisions of this agreement.
2. Unsatisfactory performance of the provisions of this agreement, as determined in an evaluation by the department, may be a condition of termination of this agreement or placement of agent on probation. (See K. 3.)

**J. DURATION OF CONTRACT**

This agreement shall be from July 1, 2010 through June 30, 2014. The agreement may be amended by mutual consent in writing of both parties.

**K. TERMINATION**

10/11/10

1. This agreement may be terminated by either party upon 90 days notice to the other party.
2. If this agreement is terminated, the department shall receive from the agent the prorated amount for the remainder of the fiscal year (July 1 to June 30) for all manufactured home community fees that would have been charged if the manufactured home communities had been issued permits by the state for the fiscal year.
3. Termination of this agreement by the department may be based on unsatisfactory performance of the provisions of this agreement by the agent, as determined by an evaluation of the department. (See I. 2.)
4. Upon termination of this agreement, agent shall transfer to the department applicable inspection and enforcement records.

**L. NON-APPROPRIATION OF FUNDS**

The department may terminate this agreement if the Legislature should fail to appropriate funds for its purpose.

**Agent**

**Department of Commerce**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(name and title--print or type)

Gregory C. Jones, Administrator  
Safety & Buildings Division  
Department of Commerce  
State of Wisconsin

\_\_\_\_\_  
City or County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved

 6-29-2010  
\_\_\_\_\_  
City Attorney