

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
CITY OF DICKINSON

The North Dakota Department of Health and Human Services Food and Lodging Unit (hereinafter referred to as the "Department"), hereby enters into an agreement with the City of Dickinson (hereinafter referred to as the "City"). The purpose of the agreement is to promote enforcement of local sanitation, safety, zoning, and inspection requirements in lieu of the enforcement of sanitation, safety, and inspection requirements of the Department under North Dakota Century Code (N.D.C.C.) Chapter 23-10 and North Dakota Administrative Code (N.D.A.C) Chapters 33-33-01 and 33-33-02 for mobile home parks, recreational vehicle parks, and campgrounds within the City and extraterritorial zoning area (ETZ) of the City. Additionally, this agreement is to provide an efficient and meaningful administration of the inspection and educational programs without duplication of services.

The Department has determined that the City building and fire code requirements meet or exceed the requirements of N.D.C.C. Chapter 23-10 and any rules and regulations promulgated under this chapter.

AGREEMENT:

1. The City will:

- a. Be responsible for the enforcement of all applicable local regulations, local ordinances, state statutes, and Department rules relevant to the establishments identified in subsection b.
- b. Make available a listing, yearly, of all mobile home parks, recreational vehicle parks, and campgrounds within the city limits of Dickinson and ETZ area which will be inspected by their personnel.
- c. Conduct inspections at a frequency of at least once every three years or as needed based on a complaint of mobile home parks, recreational vehicle parks, and campgrounds included within this mutually agreed upon list identified in subsection b.
- d. Use an inspection form or checklist at least as comprehensive as state statutes and administrative codes included in subsection e..
- e. Adhere to the standards by which such inspections will be conducted in accordance with any local regulation and under the N.D.C.C. Chapter 23-10 "Mobile Home Parks, Recreational Vehicle Parks, and Campgrounds" and N.D.A.C. Chapters 33-33-01 "Mobile Home Park Rules" and 33-33-02 Recreational Vehicle Park and Campground Rules."
- f. Investigate all complaints within its jurisdiction and take appropriate action.
- g. Conduct plan reviews of all newly constructed, converted or extensively remodeled mobile home parks, trailer parks, and campgrounds within the City's jurisdiction.
- h. Be responsible for providing appropriate license applications and licenses to the owners/operators.
- i. Provide periodic supervisory or management review of inspection reports.
- j. Attend scheduled meetings with the Department and provide updates on inspection work carried out under this agreement.
- k. Submit the following to the Department:
 - i. Electronic reports or copies of the inspection reports when requested.
 - ii. Copies of public notices, license revocations and other regulatory action pertaining to closures or penalties levied for ordinance violations at the time of such actions.

2. The Department will:

- a. Waive the state license and all or a portion of the license fee for any establishment licensed and inspected by the City.
- b. Provide copies of applicable federal regulations, state statutes, and Department rules to the City.

- c. Provide assistance to the City in the investigation and abatement of complaints.
- d. Conduct inspection activities, upon request, in cooperation with the City.
- e. Provide expertise in statute/rule/code interpretation, implementation, and enforcement.
- f. Provide copies of interpretations, memorandums, letters and any other pertinent information in a timely manner.
- g. Provide periodic review and oversight of work completed by the City under this agreement.

3. Terms:

Through this Memorandum of Understanding, a representative of the Department and a representative of the City of Dickinson shall meet periodically, at least every two years, to discuss problem areas, statute/rule interpretation and other items of mutual interest. Any additions or modifications of the terms of this Memorandum of Understanding or the scope of work to be performed hereunder must be agreed to by both parties. Such changes shall be incorporated in written amendments to this Memorandum of Understanding.

This Memorandum of Understanding may be cancelled or terminated by mutual consent, by default, or by conditions beyond the control of either party. The party desiring to terminate or cancel must give written notice of its intention 30 days prior to the date of cancellation, setting forth the reasons and conditions of said termination.

APPROVED:

CITY OF DICKINSON

Leonard Schwindt
City of Dickinson Building Official

Date

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

Tim Wiedrich
Director, Health Response and Licensure Section

Date

Julie Wagendorf
Director, Food and Lodging Unit

Date