

Committee Name:

Senate Committee – Economic Development, Job Creation and Housing (SC–EDJCH)

Appointments

03hr_SC–EDJCH_Appt_pt00

Committee Hearings

03hr_SC–EDJCH_CH_pt00

Committee Reports

03hr_SC–EDJCH_CR_pt00

Clearinghouse Rules

03hr_SC–EDJCH_CRule_03–

Executive Sessions

03hr_SC–EDJCH_ES_pt00

Hearing Records

03hr_ab0000

03hr_sb0000

Misc.

03hr_SC–EDJCH__Misc__pt09

Record of Committee Proceedings

03hr_SC–EDJCH_RCP_pt00

Memorandum of Understanding (MOU)
between the
Wisconsin Department of Administration (DOA)
the
Wisconsin Land Information Board (WLIB)
And the
Wisconsin Land Council (WLC)

The 1997-99 Budget Bill (Act 27) created the WLC, transferred staff from the WLIB to the DOA, and calls for the creation of this MOU. The legislation specifically states, *"The (land information) board shall enter into a memorandum of understanding with the Wisconsin land council to ensure cooperation between the board and the council to avoid duplication of activities."* (Wis. Stat.16.967 (10)).

This agreement is between the Department of Administration, the Wisconsin Land Information Board, and the Wisconsin Land Council.

I. General Information

- A. The DOA is responsible for improving the techniques used for such management specialties, not limited by enumeration, as budgeting, accounting, engineering, purchasing, records management and fleet management; by coordinating and providing services which are used by more than one agency, and by reviewing agencies' programs and management to identify problems and make improvements.
- B. The WLIB is responsible by state statute to direct and supervise the Wisconsin Land Information Program. Duties include: serving as the state clearinghouse for access to land information; providing technical assistance to state and local governmental units with land information responsibilities; maintaining and distributing an inventory of land information and land information systems for Wisconsin; preparing guidelines to coordinate the modernization of land records and land information systems; review and approve county land records modernization plans; and review and determine which project applications are approved for local government grants-in-aid funding. (Wis. Stat. 16.967 (3)).
- C. The WLC duties include: the identification and recommendation of State land use goals and priorities; study areas of cooperation and coordination in the State's land use statutes; the identification of conflicts and their resolution between State statutes and local ordinances; the study and recommendation of a computer-based land information system; the identification of procedures for facilitation of local land use planning; and gathering information about land use activities across the State. These functions shall result in recommendations to the Governor as provided for in Wis. Stat. 16.023.

II. Purpose

The purpose of this Memorandum of Understanding is to establish a cooperative and mutually beneficial working relationship between the WLIB and the WLC; to avoid duplication of activities

between the two bodies (16.023(1)(m) and 16.967(10)); to equitably share staff and administrative resources to ensure efficient and effective management of both programs; to collectively facilitate the use and integration of land information, technology and systems to help guide and coordinate the orderly modernization of land records systems at all levels of government; and to advance land use planning by the citizens of the state and their respective governments.

III. Objectives

- A. The first objective of this agreement is to avoid duplication of purpose, activities and resources between the WLIB and WLC. Wis. Stat. 16.023(1)(m).
- B. The second objective of this agreement is to ensure that WLIB continue to have access to the staff and Program revenue necessary to carry out their statutory functions. In addition, that the WLC have access to the staff and funding necessary to carry out their statutory functions.
- C. The third objective of this agreement is to promote the modernization, integration, accessibility and maintenance of necessary statewide mapping coverages, and information that have defined standards and accuracy and are compatible and accessible to all levels of government and the private sector.
- D. The fourth objective of this agreement is to ensure that adequate and effective communication is maintained between the WLIB and WLC to ensure that the strategic goals, objectives, and activities of each organization are clearly known to each other.
- E. The fifth objective of this agreement is to ensure that the WLIB and WLC coordinate and cooperate on activities appropriate to both organizations as the needs arise.

IV. Coverage of this Agreement

This agreement covers the responsibilities of both the WLIB and the WLC as identified in Wis. State stats 16.967 and 16.023 respectively. In addition, this agreement covers statutorily defined responsibilities of the Department of Administration as they relate to the WLIB and the WLC.

V. Responsibilities

- A. The DOA agrees:
 - 1. That the WLIB and the WLC will be attached to the Office of the Secretary of the Department of Administration along with Plat Review, Municipal Boundary Review, and the GIS Service Center in the Office of Land Information Services.
 - 2. That the Executive Director, under the supervision of the Secretary of the Department of Administration, will serve as the Executive Director for both the WLIB and the WLC, and as Office Director of the Office of Land Information

Services. The Executive Director will oversee the statewide activities of Plat Review, Municipal Boundary Review, and the GIS Service Center.

3. To provide staff that enables the WLIB and the WLC to meet its statutory responsibilities. Staff will be shared between both Programs.
4. That the Bureau of Financial Management will provide accounting and budget support services to the WLC and WLIB. Services include budget development and monitoring, general accounting, billing, payment processing, and financial reporting. The State Bureau of Financial Management is responsible for daily, monthly and year-end transaction processing and reconciliation. The Bureau of Financial Management will provide monthly financial reports to the Executive Director of the WLIB and WLC. Additional information and assistance will be provided to the Executive Director as needed so that the Executive Director is able to inform the WLIB and the WLC regarding the financial status of the programs within DOA.
5. That budgeting, Program coordination and related management functions for the WLC and the WLIB shall be performed under the direction and supervision of the head of the department [DOA]. (Wis. Stat. 15.03)

B. The WLIB agrees to:

1. In concert with the WLC, establish custodial and curatorial responsibilities and expedite the completion of those original WLIP foundational elements of specific consequence to land use planning (i.e., geographic frameworks which includes geodetic reference systems, public land survey system corners and geographic control data including planimetric and topographic mapping and digital orthophotos; parcel, zoning, wetlands and soils mapping; and public access arrangements).
2. In concert with the WLC, establish custodial and curatorial responsibilities and facilitate the modernization of three additional foundational elements needed for the implementation of comprehensive land use planning. These are: a reconciled election and administration boundary system; a reconciled street address and street network system; and land use mapping.
3. In concert with the WLC, complete the modernization of the foundational elements cited above and provide statewide access of resultant data by target dates mutually agreed to by the WLIB and the County Land Information Officers Council.
4. Exercise its powers, duties and functions prescribed by law, including rule making, and operational planning within the area of program responsibility of the board, independently of the head of the department (DOA). (Wis. Stat. 15.03)

5. Develop evaluation criteria for use in evaluating the effectiveness and accomplishments of the Program.
6. As part of the WLIB's Strategic Business Plan (i.e., as stated in the 1996-1998 Strategic Business Plan), enhance the capacity of Wisconsin Land Information Clearinghouse (WISCLINC) in concert with the needs of the proposed Wisconsin Land Information System (WLIS) in cooperation with the Office of Land Information Services (OLIS) and the Wisconsin Land Information Program (WLIP) community. Assessment of progress will be the responsibility of the Wisconsin Land Council and the Wisconsin Land Information Board with the advise and involvement of OLIS and other stakeholder representatives. Upon completion, it will become a public asset.

C. The WLC agrees to:

1. In concert with the WLIB, study the development of a confederated statewide computer-based Wisconsin Land Information System which builds upon the WLIP investments in data, technology, and institutional arrangements and upon other agencies and private sector investments in land information technology.
2. Assist the WLIB in augmenting sources of modernization resources to expedite the development and implementation of the various foundational elements of statewide significance for land use planning and management.
3. Assist in targeting those state and federal agencies where augmentation of data standards and data collection procedures would accelerate the creation of statewide land planning data.
4. Exercise its powers, duties and functions prescribed by law, including rule making, licensing and regulation, and operational planning within the area of program responsibility of the Council, independently of the head of the department [DOA]. Wis. Stat. 15.03.
5. Develop evaluation criteria for use in evaluating the effectiveness and accomplishments of the Program.

VI. Miscellaneous

- A. Any provision of this agreement which is determined to be invalid as a matter of law is severable from other provisions of this agreement.
- B. This Memorandum of Understanding shall be effective upon signature of the parties and remain in effect until August 31, 2003.
- C. This Memorandum of Understanding may be amended at any time by mutual agreement of the parties.

D. In the event of any dispute concerning the construction meaning or interpretation of this Memorandum of Understanding, the parties agree to utilize the following dispute resolution procedure:

1. The Executive Committees of the WLIB and the WLC shall meet to discuss, evaluate, and recommend one or more alternatives for resolving the dispute.
2. In the event the WLIB and WLC cannot resolve the dispute the Secretary of the Department of Administration shall make the final determination.

State of Wisconsin
Department of Administration

State of Wisconsin
Department of Administration
Wisconsin Land Council

By _____
Mark D. Bugher, Secretary

By: _____
Mark D. Bugher, Chairman

Date _____

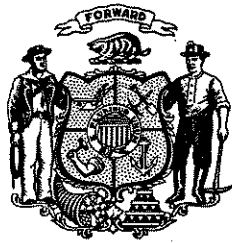
Date: _____

State of Wisconsin
Department of Administration
Wisconsin Land Information Board

By _____
Ted Koch, Chairman

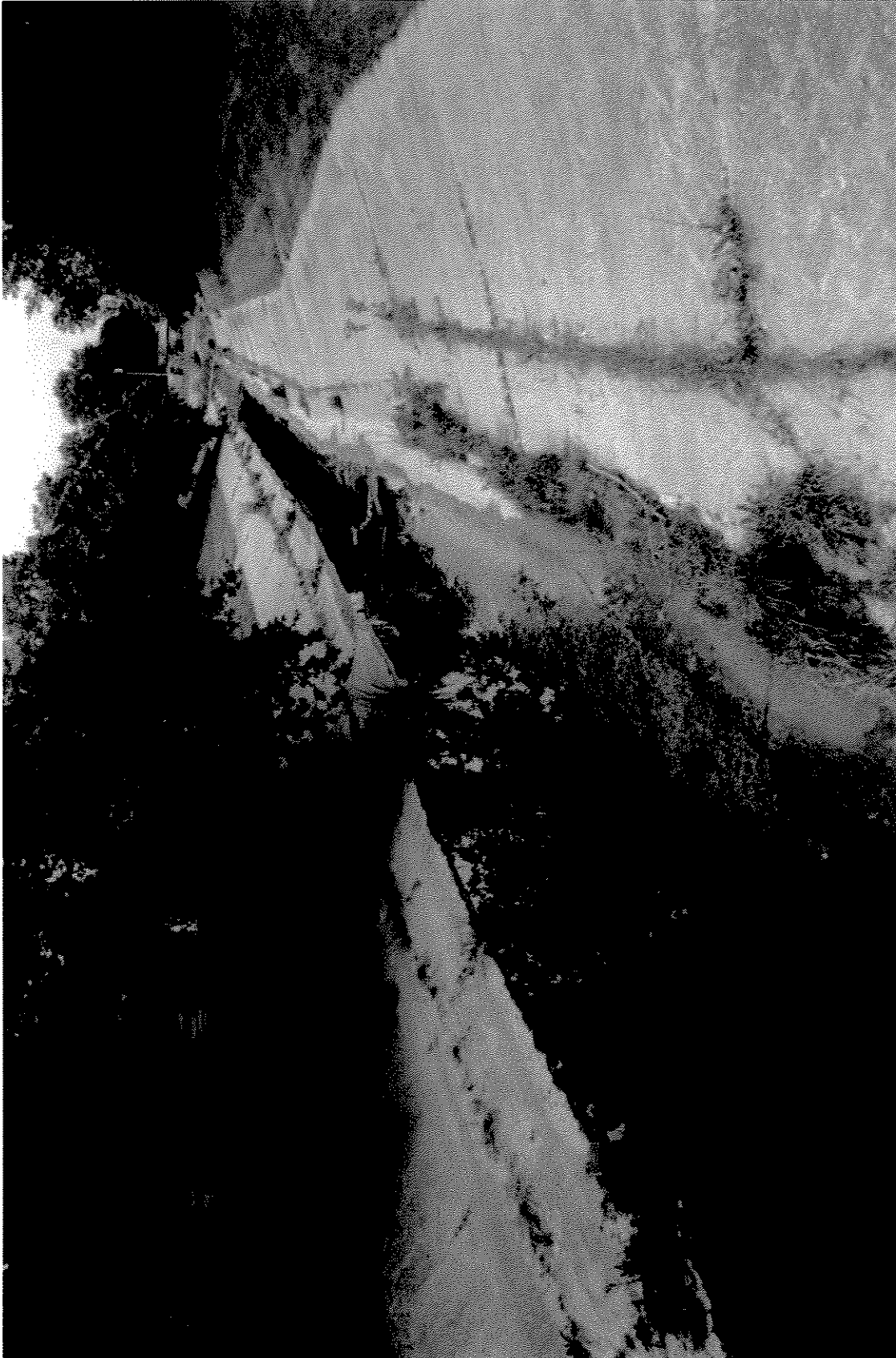
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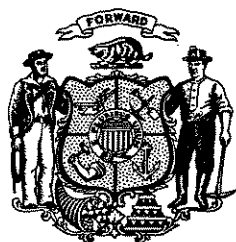
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After



END



END

Underground Contractors, overall caps of 60 million

- Threshold one million
- Threshold changed from one million to four million
- Unanticipated subsoil conditions hold harmless clause
- Two-tiered selection panel restructure
- Designates only five projects

ACEC (Engineers)

- Conceptual design approach
- Two-Tiered selection process
- 16 other changes

Eight drafts of bill over last 12 month period

Existing Design-Build Authority

- State Building Commission
- School Boards
- Milwaukee County Jail