



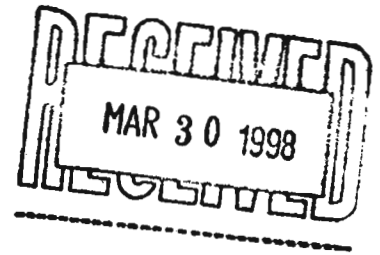
State of New Jersey

THE PINELANDS COMMISSION

PO Box 7

NEW LISBON NJ 08064

(609) 894-9342



CHRISTINE TODD WHITMAN
Governor

February 24, 1998

TO: David J. McKeon
Supervising Planner
Ocean County Department of Planning
129 Hooper Ave.
P.O. Box 2191
Toms River, NJ 08754-2191

FROM: Terrence D. Moore
Executive Director

RE: Memorandum of Understanding for digital data exchange between the New Jersey Pinelands Commission (NJPC) and Ocean County.

With regard to data sharing between the NJPC and Ocean County, the following form the basis of this memorandum of understanding:

1. It is in the best interest to both parties to share, where appropriate, digital data and to avoid duplication of effort in the development of GIS data layers. Ocean County and the NJPC hereby agree to enter into a cooperative, on-going relationship, to facilitate data sharing and/or the provision of in-kind services between the two agencies whenever feasible.
2. Ocean County agrees to make available to the NJPC any and all updated, checked or improved versions of the NJPC data layers, and all new data layers created using the NJPC data layers as reference. Also, Ocean County agrees to make available to the NJPC any mapped or digital data that it has developed which would benefit the NJPC.
3. The NJPC agrees to make available to Ocean County any and all updated, checked or improved versions of the Ocean County data layers, and all new data layers created using the Ocean County data layers as reference. Also, the NJPC agrees to make available to Ocean County any mapped or digital data that it has developed which would benefit Ocean County. Data to be provided by NJPC is more specifically described in the Data Distribution Agreement attached hereto and incorporated herein.



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4. Digital data obtained or developed by either the NJPC or Ocean County are characterized as falling into three distinct classes, the second and third of which require distribution guidelines. These guidelines will be specified in Data Distribution Agreements executed separately for the distribution of currently available data, and may be amended as further data become available. The data are classified as:

a. data that is in the public domain or that is freely available from governmental, public, or private sources and that can be made available by either the NJPC or Ocean County without restriction (e.g., US Census data, USGS stream flow data, USGS DLG data sets, DEMs, digital NRCS soils information, etc.);

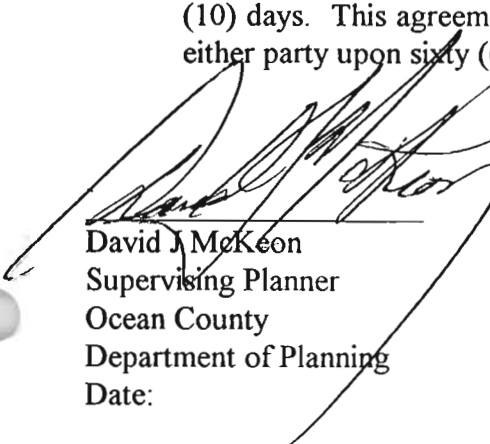
b. data that will be made available upon request, through the execution of a data distribution agreement allowing its use, but restricting its duplication or distribution to other parties. The intent in this case is not to restrict access or distribution of the data, but to require a formal request that allows distribution to be controlled and the integrity of the data set to be maintained by the original distributing agency or group; and

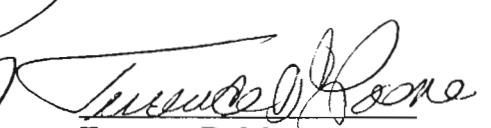
c. data that are proprietary and cannot be legally transferred or that must remain confidential for a legitimate purpose (e.g., copyrighted image data from EOSAT and SPOT, the exact location of archaeological or endangered species sites). Information from these may be conveyed but only if appropriately safeguarded

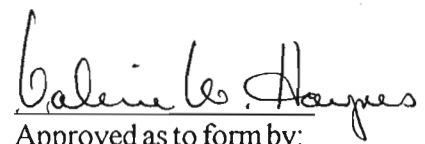
5. Following a written request for information from either Ocean County or the NJPC, the party holding the data of interest will indicate the category into which the data is included and either provide the data, require the execution of a data distribution agreement before providing the data requested, or indicate that the data cannot be provided in its original form and specify the reason for such a restriction. It is anticipated that a request for data be processed in a reasonable amount of time within the context of work schedules.

6. Both parties agree to safeguard data that has been exchanged under the terms of this Memorandum of Understanding to the same extent that the original data is protected from unauthorized use, access, or transfer.

7. This Memorandum of Understanding will take effect upon approval by the authorized representative of both parties and subsequent to the Governor's review for a period of ten (10) days. This agreement will remain in effect until otherwise amended or terminated by either party upon sixty (60) days written notice.


David J. McKeon
Supervising Planner
Ocean County
Department of Planning
Date:


Terrence D. Moore
Executive Director
Pinelands Commission
Date: 4/2/98


Approved as to form by:
Valerie Haynes
Deputy Attorney General,
State of New Jersey
Date: 3/10/98



State of New Jersey

THE PINELANDS COMMISSION

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CHRISTINE TODD WHITMAN
Governor

DATA DISTRIBUTION AGREEMENT BETWEEN THE NEW JERSEY PINELANDS COMMISSION AND OCEAN COUNTY

Pursuant to the Memorandum of Understanding between the New Jersey Pinelands Commission (NJPC) and Ocean County dated February 24, 1998, the following Data Distribution Agreement sets forth the terms and conditions which apply to digital data being provided by the NJPC to Ocean County.

I. DESCRIPTION OF THE DATA TO BE PROVIDED

Upon written consent to the following conditions and restrictions, the NJPC will provide to Ocean County as requested, the following digital data related to the mapping of the New Jersey Pinelands Comprehensive Management Plan (CMP) as they exist as of the date of transmittal: Certified Pinelands Management Area Boundaries, Certified Pinelands Municipal Zoning Boundaries, the Pinelands National Reserve (PNR) Boundary, Pinelands Management Area Boundaries in the PNR as per the CMP, and the revised Coastal Area Facilities Review Act (CAFRA-2) Boundary.

The NJPC makes no representations of any kind, including but not limited to the warranties of merchantability of fitness for a particular use, nor are any such warranties to be implied, with respect to the digital data furnished hereunder. The NJPC assumes no responsibility to maintain them in any manner or form.

II. TERMS OF AGREEMENT

1. Digital data received from the NJPC are to be used solely by Ocean County, its employees, agents and independent contractors for any purposes normally performed in the conduct of Ocean County's daily affairs.
2. Ocean County is responsible for understanding the accuracy limitations of the above listed digital data layers, as documented in the accompanying Data Dictionary, and will use the information accordingly. Any reproduction or manipulation of the above data, for use by Ocean County, must ensure that the coordinate reference system remains intact.



3. Any maps, publications, reports, or other documents produced as a result of any project which utilized NJPC digital data will credit the NJPC's Geographic Information System as the source of the data with the following credit/disclaimer:

"This (map/publication/report) was developed, **in part**, using New Jersey Pinelands Commission's (NJPC) Geographic Information System digital data, in conjunction with Ocean County's work, but this secondary product has not been verified by the NJPC and is not NJPC-authorized."

4. The digital data provided under this Data Distribution Agreement are meant to be used solely for internal research applications by Ocean County and will not be reproduced or redistributed for use by anyone not employed by Ocean County without first obtaining written permission from the NJPC. This clause is not intended to restrict the distribution of printed mapped information produced from the digital data. Ocean County will request distribution authorization from the NJPC prior to distributing digital data obtained from the NJPC to an independent contractor. Ocean County will also require any independent contractor, hired to undertake work which will utilize digital data obtained from the NJPC, to agree formally in writing, not to use, reproduce, or redistribute NJPC GIS data for any purpose other than the specified contractual work. A copy of this agreement will be submitted to the NJPC one week prior to its execution. All copies of NJPC GIS data utilized by an independent contractor will be required to be returned to Ocean County at the close of such contractual work.

5. The Pinelands National Reserve Boundary, Management Area Boundaries in the PNR as per the CMP, Certified Pinelands Management Area Boundaries (PMAB) and Certified Pinelands Municipal Zoning Boundaries (PMZB) are part of the New Jersey Pinelands Commission's CMP and are produced and released by the NJPC. The files reflect the PMAB and PMZB's as per certification. Individual certification and revision dates vary by municipality. All municipal zone and management area revisions are scheduled for an update once fully certified by the NJPC. Ocean County recognizes that PMZB and PMAB boundaries change over time as a result of individual certification actions. The NJPC will provide updated PMZB and PMAB data to Ocean County once every two years after the data has been updated, unless Ocean County requests updated data for a specific project or purpose. When the NJPC acquires a more efficient technology for data distribution, updated data will be made available more frequently.

6. Due to the nature of the CMP and the conformance process, questions regarding the plan should not be resolved by using the maps alone. For this reason, any questions relating to the CMP or the PMAB and PMZB's should be directed to the NJPC.

7. The ARC/INFO files will be delivered in DOS Export format on 3.5 inch floppy disks. The NJPC assumes no liability for inability to use these disks or the information contained on it or for any financial damages caused by such inability. The NJPC agrees, however, to assist in resolving any

problems in using the data and to reproduce the data if necessary. If, for any reason, the disks do not adequately meet the specification agreed upon for the transmittal of the information, the NJPC will deliver more disks.

III. EFFECTIVE DATE AND DURATION

1. This data distribution agreement will take effect upon approval by the authorized representative of both parties and subsequent to the Governor's review for a period of ten (10) days.
2. This agreement will remain in effect until otherwise amended or terminated by either party upon sixty (60) days written notice.

IV. SIGNATURES

I have the authority to legally obligate Ocean County to the terms of this agreement.

SIGNED  DATE 3-25-98

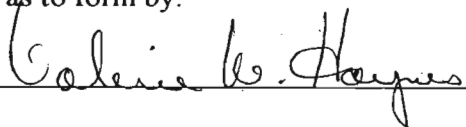
TITLE SUPERVISOR PLANNING

I have the authority to legally obligate the NJPC to the terms of this agreement.

SIGNED  DATE 4/2/98

TITLE: Executive Director, New Jersey Pinelands Commission

Approved as to form by:

SIGNED  DATE March 10, 1998

TITLE: Deputy Attorney General, State of New Jersey