

OFFICE OF THE ASSESSOR



COUNTY OF VENTURA
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A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between _____, hereinafter called "the Purchaser," and the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "the County,"

WITNESSETH

WHEREAS, the County maintains various documents, including the Assessment Roll, which contains property characteristics ("Assessor's property records"), and maps and indexes, which may be made public under the provisions Chapter 1511 of the statutes of 1986 Revenue and Taxation Code section 408.3 (hereinafter called "section 408.3"); and

WHEREAS, the County maintains Assessor's parcel maps, which reflect the configuration of the boundaries of the real property contained on the annual Assessment Roll, as well as supporting indices ("Assessor's parcel maps"); and

WHEREAS, the Assessor's property records and Assessor's parcel maps may be made available by the Ventura County Assessor under the provisions of Sections 408, 408.1, 408.3, 409, 451, 481, 601, 602 and 618 of the Revenue and Taxation Code of the State of California; and

WHEREAS, it is the desire of the County to take advantage of Section 408.3 with regard to the disposition of revenue received, to make the public portion of Assessor's property records and Assessor's parcel maps available at the lowest cost to the County, to reduce the amount of time the County expends in the distribution of the Assessor's property records and/or Parcel Maps en masse, and to maintain a high level of privacy and quality of reproduction; and

WHEREAS, the Purchaser desires to purchase the Assessor's property records and/or Assessor's parcel maps for subsequent distribution in the Purchaser's own format, and agrees not to reproduce and resell the data received from the County in the format in which it was provided to the Purchaser.

THEREFORE, IT IS AGREED BY THE PARTIES HERETO AS FOLLOWS:

I. County Responsibilities:

The County agrees to make available to the Purchaser for purchase a copy of the Assessor's property records and/or Assessor's parcel maps on electronic media, following the close of the 2014 Assessment Roll, for the 2014/15 assessments as of January 1, 2014. In addition, the County will make available to the Purchaser for

purchase the complete set of Assessor's parcel maps, or map pages that have had changes effective for the 2014/15 roll.

The following is a list of information available for each existing Current Year

Assessor's property record on the computer file:

ASSESSOR'S PARCEL NUMBER	SQUARE FEET OF IMPROVEMENTS
ASSESSOR'S PARCEL NUMBER STATUS	SQUARE FEET OF LAND
TAX RATE AREA	ACREAGE (9999.999)
OWNER NAME 1	TOTAL NUMBER OF UNITS
OWNER NAME 2	DATE OF SALE
OWNER CODE 1	DOC TRANSFER STAMP FEE (99999.99)
OWNER CODE 2	EFFECTIVE DATE OF DOCUMENT
MAILING ADDRESS (STREET)	MANUFACTURED HOME VALUED FLAG
CITY AND STATE	MODEL YEAR
ZIP CODE	WIDTH BY LENGTH
DOCUMENT NUMBER	MANUFACTURED HOME PARK SPACE #
DOCUMENT DATE	MANUFACTURED HOME PARK NAME
DOCUMENT TYPE	YEAR BUILT
ROLL CHANGE NUMBER	FLOOR 1 AREA (SQ.FT.)
SITUS STREET NUMBER	FLOOR 2 AREA (SQ. FT.)
SITUS STREET DIRECTION	FLOOR 3 AREA (SQ. FT.)
SITUS STREET	BALCONY AREA
SITUS STREET TYPE	PORCH AREA
SITUS UNIT NUMBER	BASEMENT AREA
TRACT NUMBER	ADDITION 1 AREA
BLOCK WITHIN TRACT	ADDITION 2 AREA
LOT NUMBER WITHIN TRACT	OTHER AREA
LOT SUB NUMBER	GARAGE AREA
MAP NUMBER	CARPORT AREA
CONDO REFERENCE PLAN NUMBER	PATIO AREA
CONDO BUILDING NUMBER	ENCLOSED PATIO AREA
CONDO UNIT NUMBER	POOL AREA
PREVIOUS APN	DECK AREA
PARCEL CREATE YEAR	FIREPLACE COUNT
BASE YEAR APN	BEDROOM COUNT
BASE YEAR	FAMILY ROOM / DEN COUNT
SITE USE CODE	DINING ROOM COUNT
SITUS AREA CODE	UTILITY ROOM COUNT
ZONING CODE	OTHER ROOM COUNT
NON-TAX CODE	TOTAL ROOM COUNT
BATHROOM COUNT	LAND VALUE
NUMBER PARCELS IN SALES PRICE	IMPROVEMENT VALUE
DOING BUSINESS AS:	MINERAL RIGHTS VALUE

FRONTAGE LENGTH (Commercial/Industrial)
 LOT WIDTH (Commercial/Industrial)
 LOT DEPTH (Commercial/Industrial)
 DOCKING FACILITIES (Commercial/Industrial)
 RAILROAD SPUR (Commercial/Industrial)
 OFFICE AREA (Commercial/Industrial)
 MEZZANINE AREA (Commercial/Industrial)
 RETAIL AREA (Commercial/Industrial)
 SHOP AREA (Commercial/Industrial)
 STORAGE AREA (Commercial/Industrial)
 WAREHOUSE AREA (Commercial/Industrial)

TREES & VINES VALUE
 TRADE FIXTURES VALUE
 PERSONAL PROPERTY VALUE
 UNIT TRADE FIXTURES VALUE
 UNIT PERSONAL PROPERTY VALUE
 EXEMPTION CODE 1
 EXEMPTION VALUE 1
 EXEMPTION CODE 2
 EXEMPTION VALUE 2
 EXEMPTION CODE 3
 EXEMPTION VALUE 3

Periodically, the County will provide the Purchaser with updates of the Assessor’s property records if so requested by the Purchaser, pursuant to the terms of “Price Structure, Section II,” that follows.

II. Price Structure

The following price structure shall be used for the term of this agreement:

	Price	Tax <i>(7.5%)</i>	Total
Assessor’s property records with extended property characteristics as indicated on pages 3, 4, and 5 of this Agreement, as available, at the rate of \$0.03 per parcel	Secured \$7,706	\$0	\$7,706
	Unsecured \$2,260	\$0	\$2,260
<u>Updates Options</u>			
1. Monthly updates of complete Assessor’s Secured Roll (July-May)	\$2,200	\$0	\$2,200/Year

2. Intermittent request(s) for updates of all or selected Assessor's Property Records			\$0.03 per parcel, with a minimum \$50.00 purchase, plus tax
The complete set of Assessor's parcel maps on Compact Disk (CD), with periodic updates.	\$50.00	\$0	\$50
For 1, 2, 3 quarterly map updates	\$200.00	\$ 0	\$ 200/Year

III. Payment and Order Fulfillment

The County shall provide the specific data ordered by the Purchaser in Section X upon payment in full by the Purchaser. If the Purchaser orders updates for "all or selected Assessor's property records," pursuant to the price structure in Section II, the County shall advise the Purchaser of the total charge for updates ordered and upon payment in full of the total charge by the Purchaser, the County shall provide the ordered updates to the Purchaser.

IV. Duplication and Resale of the Assessor's Property Records

The Purchaser is prohibited from distributing the Assessor's property records in the same or similar format and quantity in which the County provided them to the Purchaser. The Purchaser is prohibited from relinquishing possession of the Assessor's property records received from the County to any other person or persons or entity, nor may the Purchaser or the Purchaser's agents or employees rent, lease, sublease, loan, or copy the Assessor's property records or allow others

to use said Assessor's property records in the format in which they were provided by the County to the Purchaser without the prior written approval of the County.

The Purchaser is absolutely prohibited from using, disseminating, or distributing or causing the use, dissemination, or distribution, on the Worldwide Web (Internet) the name, home address, telephone number, or any other information, of an elected or appointed official, or public safety official, including the official's spouse or child that resides with the official ("public official information"). "Public safety officials" are defined in section 6254.24 of the Government Code of California. Be advised that information of Public safety officials" as defined in section 6254.24 of the Government Code of California has been redacted from the Assessor's property records, however those redacted from the Assessor's property records should not be construed as complete or inclusive all elected or appointed officials, or public safety officials residing in the County of Ventura, It is the Purchaser's responsibility to ensure that Public Official Information is not distributed or disseminated on the Internet in any way whatsoever.

The Purchaser is also prohibited from using, disseminating, or distributing any of the Assessor's property records on the Internet or Worldwide Web in any format, whether in the format provided by the County or as altered by the Purchaser, unless all of the following terms and conditions are satisfied: (1) the Assessor's property records on the Internet or Worldwide Web are provided only

to an individual or entity who is permitted access to the Purchaser's system on a restricted basis using an assigned password or other security mechanism to order the Purchaser's products; (2) the property records do not contain public official information or the name, home address, or telephone number of any other person provided in Government Code section 6254.21; and (3) prior written approval of the Assessor is obtained, which approval shall not be unreasonably withheld.

V. Disclaimer

The Purchaser acknowledges and agrees that neither the Assessor's property records nor the Assessor's parcel maps may be relied upon as completely accurate. The parties further acknowledge, and shall be bound by, Revenue and Taxation Code section 408.3, subdivision (d), which reads as follows: "The Legislature finds and declares that information concerning property characteristics is maintained solely for assessment purposes and is not continuously updated by the Assessor. Therefore, neither the County nor the Assessor shall incur any liability for errors, omissions, or approximations with respect to property characteristics information provided by the Assessor to any party pursuant to this section. Further, this subdivision shall not be construed to imply liability on the part of the County or the Assessor for errors, omissions, or other defects in any other information or records provided by the Assessor pursuant to the provisions of this part."

VI. Indemnification:

The Purchaser shall indemnify and hold harmless the County, the Assessor, and its officers and employees, from any and all loss, cost, damage, expense or liability which may arise, directly or indirectly, as a result of any and all claims, losses, damages and/or injuries arising out of this Agreement, including, but not limited to, those alleged to have occurred as a result of: (1) the conduct of the Purchaser, the Purchaser's agents, employees, officers, contractors, subcontractors, bailees, subscribers or customers or any of them, whether purportedly on behalf of the Purchaser or on behalf of the County; and/or (2) the release, dissemination, publication, broadcast or other use of data or information that is the subject of this Agreement.

VII. General Conditions

With regard to compliance with laws, the Purchaser shall at all times observe and comply with all applicable laws, ordinances, regulations, and orders of public agencies which relate to this Agreement or any agreement entered hereunder.

Purchaser's file size exceeds the chosen media type, our Systems Division will prepare the file on the most appropriate media).

- E-Mail attachments
- File Transfer Protocol (FTP)
- Compact Disk (CD)

- 2. **EXTENDED UNSECURED ROLL – OPTION II:**
2014/15 Assessor's property records data as of **January 1, 2014**, including extended property characteristics available for residential and commercial/industrial properties, at a cost of **\$2,260.00**.
- 3. **ROLL BEING PREPARED – OPTION I:** Updating service to **2014/15** Assessment Roll at a cost of **\$2,200**.
- 4. **ASSESSOR PARCEL MAPS:** The complete set of Assessor's parcel maps on compact disk (CD), as defined hereinabove, which reflect the status of the **2014/15** Assessment Roll, at a cost of **\$50.00**.

5. **MAP UPDATE SERVICE**: Updating service to 2014/15 Assessor's parcel maps for first, second, and third quarters at a cost of \$200.

Payment must be made in full before any orders are fulfilled by the County and provided to the Purchaser.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed by its duly authorized officers, and the Purchaser has executed this Agreement on the day and year first written above.

COUNTY OF VENTURA

PURCHASER (Print name of person or entity)

By _____
Dan Goodwin¹
Assessor of Ventura County

By _____
Authorized Signature

Date

Name Printed

Title

Date

¹ Dan Goodwin or other authorized agent.