



Office of the Assessor

County of Ventura

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KEITH TAYLOR
ASSESSOR

Theresa Betka - Administration
Chief Deputy Assessor

Travis Ekema - Valuation
Chief Deputy Assessor

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by Ventura County Assessor's Office and between _____, hereinafter called "the Requestor," 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 Requestor desires to use the Assessor's property records and/or Assessor's parcel maps for subsequent distribution in the Requestor'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 Requestor.

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

I. County Responsibilities:

The County agrees to make available to the Requestor for use a copy of the Assessor's property records and/or Assessor's parcel maps on electronic media, following the close of the 2022 Assessment Roll, for the 2022/2023 assessments as of January 1, 2022. In addition, the County will make available to the Requestor for use the complete set of Assessor's parcel maps, or map pages that have had changes effective for the 2022/23 roll.

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

The Requestor 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 Requestor. The Requestor 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 Requestor or the Requestor'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 Requestor without the prior written approval of the County.

The Requestor 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 Requestor's responsibility to ensure that Public Official Information is not distributed or disseminated on the Internet in any way whatsoever.

The Requestor 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 Requestor, 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 Requestor's system on a restricted basis using an assigned password or other security mechanism to order the Requestor'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.

III. Disclaimer

The Requestor 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."

IV. Indemnification:

The Requestor 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 Requestor, the Requestor's agents, employees, officers, contractors, subcontractors, bailees, subscribers or customers or any of them, whether purportedly on behalf of the Requestor 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.

V. General Conditions

With regard to compliance with laws, the Requestor 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.

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

COUNTY OF VENTURA

REQUESTOR (Print name of person or entity)

By _____
Keith Taylor¹
Assessor of Ventura County

By _____
Authorized Signature

Date

Name Printed

Title

Date

¹ Keith Taylor or other authorized agent.