

AGREEMENT FOR THE CARE, CUSTODY  
AND CONTROL OF CERTAIN RECORDS

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California hereinafter called County, and the MONTEREY COUNTY HISTORICAL SOCIETY, a California non-profit corporation, hereinafter called the Historical Society;

WITNESSETH:

WHEREAS, the County owns certain historical records as set forth in Exhibit A, consisting of 1 page, attached and made a part hereof; and

WHEREAS, the County desires to preserve such records for posterity, and to make such records available for educational and research purposes; and

WHEREAS, the Historical Society is willing and able to preserve, protect and display said records;

NOW, THEREFORE, in consideration of mutual covenants hereof,

The parties hereto agree and contract as follows:

1. The County agrees that:
  - (a) It hereby grants to the Historical Society a license to preserve, protect the aforementioned documents.
  - (b) This Agreement shall be for a period of thirty (30) years, provided that without stated cause, the Agreement shall be subject to revocation by the County at any time upon giving a 45-day notice thereof to the Historical Society.
  - (c) This Agreement is only granted for the following purposes: display, retention and preservation of the historical records which are to be made available for research purposes during normal business hours as set by the Historical Society.

2. The Historical Society agrees that:
  - (a) It will maintain physical custody of the documents covered by this Agreement in either the Historical Society's Museum or vault, and care for them in all respects in a reasonable and secure manner to and in accordance with the rules, regulations, and standards of the Historical Society.
  - (b) It will surrender immediate and peaceable possession of the documents upon 45 days written request of the County, as set forth in paragraph 1(b) or upon the termination of the Agreement.
  - (c) It will not assign this Agreement, in whole or in part, without the written consent of the County being first obtained.
  - (d) It will retain the documents only for the following purposes: display, retention and preservation of the historical records which are to be made available for research purposes during normal business hours as set by the Historical Society.
  - (h) While the documents are in its custody, the Historical Society has the full responsibility for the care and custody of the records.
  - (i) The term of the Agreement shall be for thirty (30) years from the date of the execution. It is subject to revocation by the County at any time upon giving a 45-day notice thereof to the Historical Society.
3. It is further understood and agreed that:
  - (a) This Agreement does not evidence a partnership or joint venture, and the Historical Society has the full responsibility for the care and custody of the records which are the subject of this Agreement.
  - (b) In the event of a breach by the Historical Society of any terms, conditions or agreement assumed by it herein, the said license and privilege herein granted shall be terminated and the Historical Society shall immediately surrender possession of any documents granted hereby, and in the event the County has to resort to legal action to enforce any provision(s) hereof or to obtain restitution hereunder, the Historical Society agrees to pay all costs and expenses of such action, including a reasonable amount of attorney's fees.

- (c) The Historical Society agrees that it has inspected the said historical records and accepts them in their present condition, with all defects latent or patent.
- (d) The Treasurer-Tax Collector of the County of Monterey is the authorized agent of County for purposes of this license. All obligations hereby assumed by the Historical Society shall be performed to the satisfaction of the Treasurer-Tax Collector of the County of Monterey, or her duly designated designee.
- (e) Any notice, including a notice of license revocation, may be given by personnel service, or in writing and deposited with the United Postal Service, Registered or Certified, postage prepaid and addressed as follows:

To the County:            Treasurer-Tax Collector  
                                 County of Monterey  
                                 168 W. Alisal St, 1<sup>st</sup> Floor  
                                 Salinas, CA 93901

To the License:            Monterey County Historical Society  
                                 P.O. Box 3576  
                                 Salinas, CA 93902

- (f) The provisions of this Agreement shall be construed pursuant to the laws of the State of California.
- (g) Nothing in this Agreement shall be construed or interpreted to make the Historical Society anything but an independent contractor and in all its activities and operations pursuant to this Agreement, the Historical Society shall for no purpose be considered an agent of the County.
- (h) The venue of any legal action brought to enforce the terms of this Agreement, or to declare rights hereunder, shall be the County of Monterey, State of California.
- (i) Each individual executing this Agreement on behalf of the Historical Society represents and warrants he is authorized to execute and deliver this Agreement on behalf of the Historical Society, and that this Agreement is binding upon the Historical Society in accordance with its terms and provisions.
- (j) The Historical Society will indemnify the County for any breach of this Agreement that results in any damage to the County Records.

(k) It is agreed and understood by the parties hereto and that this Agreement has been arrived at through negotiation and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized agents on the day and year first above written.

MONTEREY COUNTY HISTORICAL  
SOCIETY

By \_\_\_\_\_

\_\_\_\_\_  
Title

COUNTY OF MONTEREY

By \_\_\_\_\_

Chairman, Board of  
Supervisors

Approved as to Content:

MONTEREY COUNTY DEPARTMENT  
OF TREASURER-TAX COLLECTOR

By \_\_\_\_\_

Approved as to Form and Legality:

OFFICE OF THE COUNTY  
COUNSEL

By \_\_\_\_\_