

**AGREEMENT FOR DIGITAL SCANNING OF HISTORICAL RECORDS**  
**CITY OF GRASS VALLEY AND NEVADA COUNTY HISTORICAL SOCIETY**

This Agreement for Digital Scanning of Historical Records ("Agreement") is entered into as of \_\_\_\_\_, 2026 ("Effective Date"), by and between the CITY OF GRASS VALLEY, a California charter city ("City"), and the NEVADA COUNTY HISTORICAL SOCIETY, a 501(c)(3) non-profit ("Society") (individually, a "Party" and collectively, the "Parties").

**1. PURPOSE**

1.1 The City grants a license to the Society, and the Society accepts the license from the City, for the purpose of digitally scanning historical records owned or controlled by the City ("Historical Records"). The City represents that it holds all rights, title, and interests in, or otherwise possesses the right of ownership and control over, the Historical Records provided under this Agreement.

1.2 The City will deliver Historical Records to the Society in manageable groups. The Society will digitally scan the Historical Records using non-destructive methods, and the City will recover each group of original records prior to delivering additional records, unless otherwise agreed by the Parties.

1.3 The Society will provide the City with a digital copy of all Historical Records scanned under this Agreement and will return the original Historical Records. The Society may retain digital copies for historical, research, educational, archival, and display purposes except as provided in section 8.1. Any public display or reproduction by the Society shall identify the City of Grass Valley as the source and owner of the original records, as applicable.

1.4 All original Historical Records shall remain the sole property of the City at all times. Transfer of possession to the Society is temporary and solely for digitization, preservation, and the purposes authorized by this Agreement. Nothing in this Agreement constitutes a sale, donation, permanent transfer, abandonment, or conveyance of ownership of any original Historical Record to the Society.

**2. SCANNING SITE AND EQUIPMENT**

2.1 The site for delivery and scanning of Historical Records will be the Society's property located at 161 Nevada City Highway, Nevada City, California 95959, known as the Searls Historical Library ("Site"), or another location mutually approved in writing by the Parties. The Society shall use equipment and procedures appropriate for the non-destructive scanning and handling of historical records. Under no circumstances shall the Society transport the Historical Records from the Site without the City's advanced written consent.

**3. TERM**

3.1 The term of this Agreement shall commence on the Effective Date and continue until December 31, 2028, unless earlier terminated by either Party. The Parties may extend the term by mutual written agreement.

3.2 Either Party may terminate this Agreement upon seven (7) days' written notice to the other Party. Upon termination any records still in possession of the Society shall be returned to City.

#### **4. DELIVERY**

4.1 The City, at its sole cost and expense, will be responsible for the transportation and delivery of the Historical Records to and from the Site, unless the Parties otherwise agree in writing.

4.2 The Parties will coordinate the transfer of records so that the City maintains an appropriate inventory or other record of materials temporarily delivered to the Society.

#### **5. MAINTENANCE AND PROTECTION**

5.1 The Society, at its sole cost and expense, will maintain and repair the scanning equipment used during the term of this Agreement. The Society will not seek reimbursement or other payment from the City for maintenance or repair costs and expenses related to such equipment.

5.2 While Historical Records are in the Society's possession, the Society shall exercise the highest degree of care in their handling, storage, security, and protection of the City's documents and shall use non-destructive scanning practices intended to preserve the condition of the original materials. The Society shall promptly notify the City of any known loss of, or material damage to, original Historical Records.

#### **6. RISK AND INSURANCE**

6.1 Except as otherwise provided in this Agreement, each Party shall be responsible for its own acts and omissions. The City acknowledges that historical materials may be fragile and that ordinary handling and non-destructive scanning may involve inherent risks. Nothing in this section authorizes negligent, reckless, or intentional damage to City records.

6.2 The Society, at its sole cost and expense, shall obtain and maintain Commercial General Liability insurance coverage pertaining to the Site and activities under this Agreement for the duration of the Agreement with limits of not less than \$1,000,000 per occurrence, or such other limits as may be approved by the City's risk manager.

6.3 To the extent permitted by law, the City acknowledges and assumes the risks inherent in transporting and making fragile historical materials available for non-destructive digitization, except to the extent loss or damage results from the Society's negligence, willful misconduct, or breach of this Agreement.

#### **7. HOLD HARMLESS AND INDEMNITY PROVISION**

7.1 To the fullest extent permitted by law, the Society shall hold harmless, indemnify, and defend the City and its officers, officials, employees, and agents from and against damages, costs, claims, or expenses arising from injury to property or injury to persons, including death, to the extent caused by the negligent or willful acts or omissions of the Society, its officers, employees, agents, or representatives in the performance of this Agreement. Society shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

## **8. RESERVATION OF RIGHTS**

8.1 Notwithstanding any other provision of this Agreement, the City retains discretion regarding which Historical Records will be made available, the timing and sequence of delivery, and whether particular records may be withheld or recalled due to legal requirements, operational needs, budgetary constraints, staffing, action of the City Council, force majeure, preservation concerns, or other City needs. The Society shall have no claim against the City based solely on the City's decision not to provide or continue providing records for scanning.

## **9. NOTICE**

9.1 Unless otherwise provided herein, all notices required under this Agreement shall be given by personal delivery, United States registered or certified mail, or another form of delivery providing proof of transmission or receipt, postage prepaid where applicable, and addressed as follows:

IF TO CITY:

City of Grass Valley  
125 East Main Street  
Grass Valley, CA 95945  
Attn: City Manager

IF TO SOCIETY:

Nevada County Historical Society  
161 Nevada City Highway  
Nevada City, CA 95959  
Attn: President

## **10. GENERAL PROVISIONS**

10.1 This Agreement shall be governed by and interpreted in accordance with California law. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Nevada County, California. Should any legal action be initiated by a Party for breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, court costs, and such other costs as may be awarded by the court.

10.2 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement. Electronic signatures may be accepted to the extent permitted by law.

10.3 This Agreement constitutes the entire understanding and agreement of the Parties concerning the subject matter hereof and supersedes prior written or oral communications concerning that subject matter. This Agreement may be amended only in writing signed by both Parties.

10.4 Nothing in this Agreement shall be construed to create a partnership, joint venture, employment relationship, or agency relationship between the Parties.

10.5 The Society acknowledges that Historical Records and digital copies held by the City may be public records subject to disclosure, retention, and other requirements of applicable law. Nothing in this Agreement requires the City to provide the Society with records that the City determines should not be transferred because of confidentiality, privilege, legal restriction, preservation concerns, or other applicable requirements.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

**CITY OF GRASS VALLEY**

**NEVADA COUNTY HISTORICAL  
SOCIETY**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk