

Deposit Agreement

between

the [GOVERNMENT]

and

the [MONMOUTH COUNTY ARCHIVES]

[DATE]

DEPOSIT AGREEMENT

Agreement made and entered into this _____ day of _____, 201_ and among the [GOVERNMENT] hereinafter referred to as "Owner", the MONMOUTH COUNTY ARCHIVES hereinafter called "Depository," and the New Jersey State Archives.

Witnesseth:

Owner has in its possession valuable public records pertaining to the history of the [GOVERNMENT], which it desires to save for the benefit of future generations. These records are designated "permanent" or "archival" on the records schedules for municipal records prepared by the Division of Revenue & Enterprise Services (DORES). Depository is willing to serve as temporary physical custodian for said public records, hereinafter referred to as the "Records," so that they can be used for historical research purposes. Owner and Depository have declared their intention to execute a Depository Agreement for certain public records. A preliminary list of the Records placed in the temporary physical custody of the Depository, including the names and inclusive dates of the record series, is attached to this agreement as Exhibit 1. The approximate volume of each record series measured in cubic feet, bound volumes, or (if less than 0.25 cubic feet) the number of items, will be added to the list within one year after the date of this agreement. This specific agreement pertains only to the Owner's Records housed at the Depository. The New Jersey State Archives is a party to, and must approve of such Depository Agreements and receive a copy of any revisions to Exhibit 1.

Section I

In accordance with N.J.A.C. 15:3-6.1(d) **Storage of records by public agencies** and N.J.A.C. 15:3-6.3(e)(3) **Designation of records storage facilities** and subject to the conditions and terms hereinafter set forth, Owner will transfer to the temporary physical custody of Depository the record series listed in Exhibit 1 attached to this agreement. Legal ownership of the Records will remain with Owner. The conditions and terms hereinafter set forth shall apply to all Records transferred to Depository, whether such documents are originals or copies (the originals of which remain in Owner's possession).

Section II

A Depository representative may inspect records to determine that they are free from vermin, insects, and mold; if found, treatment at the Owner's expense must be completed before records can be transferred.

Depository shall accept said Records when presented, store them, and preserve them under the same conditions and precautions accorded to its other valuable manuscripts. Owner shall provide copies of preliminary as well as subsequent listings to Depository's designated official(s) as identified in Section VIII.

Section III

The deposit is of indefinite duration. Either Owner or Depository shall have the privilege upon six (6) months' written notice of discontinuing the deposit arrangement. In this event, all materials shall be returned to Owner at Owner's expense.

Section IV

Owner reserves the right at any time during the term of this deposit, to recall any or all of its records, if needed (a) for use in the business of Owner, or (b) for litigation in which Owner is engaged or preparing to engage, or (c) to enable Owner to comply with a state or federal law, regulation, or court order. In such cases, Depository shall comply with such recall requests no later than two (2) working days after receipt of such notice. Records may be recalled from Depository only by Owner's authorized official, as named in Section VIII. The Depository shall prepare the Records requested by Owner for shipment in suitable containers and send them to any location designated by Owner. Any expenses incurred by Depository in fulfilling this provision shall be reimbursed by Owner. If necessary and if required by Depository, Owner will advance the funds required to transport the Records. Owner may also pick up records at the depository with two (2) working days notice.

Section V

Owner reserves the right for its authorized official, as named in Section VIII, to inspect the Records during regular business hours without advance notice to Depository in order to determine if proper care is being taken.

Section VI

Acknowledging that the purpose of this agreement is to facilitate use of the Records for historical research purposes, Owner and Depository agree that Records will be made accessible to Owner's officials and employees, and to the general public for examination, use, and reproduction (at the expense of the person or agency requesting such reproduction) during Depository's normal business hours, in accordance with the New Jersey Right to Know Law and the Open Public Records Act (*New Jersey Statutes* 47:1A-1 et seq.). All fees collected for reproductions of records will be sent to the Monmouth County Clerk.

Monmouth County may create, at its own expense, digital images and/or microfilm from the Owner's records. All such copies will be owned by Monmouth County. Monmouth County may post images of the Owner's records on the County's web pages, with credit to the Owner.

Section VII

The Records will be described, indexed, sorted (if necessary), and preserved by Depository without charge to Owner. However, ultimate retention and preservation of the Records remains, under statute, the legal responsibility of the Owner. The Depository acknowledges that the Records are public documents under statute, which cannot be destroyed, deaccessioned, transferred to another repository, or otherwise disposed of without express written permission of the Owner and the New Jersey State Archives.

Section VIII

All notices to Owner shall be addressed to:

[GOVERNING BODY REPRESENTATIVE]

or to such other person as Owner shall from time to time designate.

All notices to Depository shall be addressed to:

Monmouth County Archives
125 Symmes Drive
Manalapan, NJ 07726

or to such other person as Depository shall from time to time designate.

This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section IX

If Depository shall default in the due observance or performance of any covenant, agreement or obligation of Depository contained in this agreement, Owner may, if it so elects, terminate this agreement by giving written notice to that effect to Depository and in such event the records will be returned to Owner within thirty (30) days after the date of delivery of such notice to Depository.

Section X

If Depository, at any time during the term of this agreement, finds that it is unable to observe or perform the covenants, agreements, or obligations herein contained, then it shall, upon six (6) months' written notice, return the records to Owner.

Signed:

Monmouth County Archives Representative

MUNICIPAL GOVERNING BODY SIGNATURE

Date

Date

Approved:

New Jersey State Archivist or designated representative

Date

Exhibit 1

Records Transferred by Owner to Depository

The attached sheets constitute a preliminary list of all Records placed on deposit by Owner at Depository in accordance with the terms of the agreement to which this exhibit is attached.

This exhibit shall be revised and updated under the signature of the Owner's authorized official whenever items are added to or removed from the deposit. A copy of any revision to this Exhibit shall be filed with the Director, Division of Archives and Records Management, P.O. Box 307, 225 West State Street, Trenton, NJ 08625-0307.

[GOVERNING BODY SIGNATURE]

Date

Exhibit 1

Records of Borough of Highlands to be deposited with Monmouth County Archives

The documents that will be submitted to the archives for preservation will be Borough of Highlands Council Meeting Minutes from 1900 to 1979 and Ordinances from 1900 to 1999

Deposit Resolution

of

The [GOVERNMENT]

PROVIDING FOR THE
TRANSFER OF PHYSICAL CUSTODY,
BUT NOT LEGAL CUSTODY,
OF CERTAIN PUBLIC RECORDS TO THE

MONMOUTH COUNTY ARCHIVES

[DATE]