

EMERGENCY ANIMAL SUPPLY DEPOSIT TERMS AND CONDITIONS

This Emergency Animal Supply Deposit Agreement Terms and Conditions designates County of Tulare (receiving organization) as the "Deposittee" and shall be effective this ____ day of _____, 2019.

Deposittee will receive a steel cargo shipping container with the non-perishable emergency animal sheltering supplies listed on Appendix "A" hereto (hereinafter, "Supplies"). Said delivery shall be made to the following location: Tulare County Road Yard District 1
1243 W. North Grand Avenue, Porterville, CA 93257

Any and all expenses associated with storing of the Supplies shall be borne solely and exclusively by Deposittee.

The Supplies may only be utilized for emergency animal sheltering needs within the State of California, and only during one of the following four circumstances (hereinafter, "Qualifying Events"):

- (a) A state of emergency declared by a local emergency authority;
- (b) A state of emergency proclaimed by the Governor of the State of California;
- (c) A state of emergency declared by the President of the United States;
- (d) A training exercise in which emergency responders are practicing setting up an emergency animal shelter to address the circumstances set forth in (a-c), above.

Deposittee will share supplies during the Qualifying Events listed in Item 3 (a-d), above, with other municipalities for mutual aid purposes at the request of a municipality or at the direction of the California Governor's Office of Emergency Services.

During and after a Qualifying Event, Deposittee will retain as many of the Supplies as possible, and will clean and disinfect cages and other cleanable Supplies so that they may be restored—as best as reasonably possible—for future use in another Qualifying Event.

In the event that any of the Supplies are damaged, lost, stolen, or depleted, Deposittee will attempt to replace said Supplies with identical (or, if unavailable, substantially similar) Supplies..

Deposittee shall be solely and exclusively responsible for any injury, illness, or death caused to any human being or animal as a result of Deposittee's use, storage, maintenance, or transportation of the Supplies.

By signing below, I agree to the terms and conditions outlined above.

Signed: _____ (Depositee Representative)

Print Name: _____

Depositee Organization name: Tulare County Animal Services Division

Address: 14131 Avenue 256

Visalia, CA 93292

Email: cheffington@tularehhsa.org

Phone: (559) 636-4059

Fax: (559) 713-3716

APPROVED AS TO FORM:
COUNTY COUNSEL

By [Signature] 12/17/19
Deputy AS - General

Appendix A

1,900 Disposable Bowls, (animal food and water)
154 Clip boards
58 Horse Neck ID bands
1,000 Dog/Cat ID Bands
52 36 inch Cages
72 42 inch cages
24 48 inch cages
75 pounds Kitty Litter
384 Leashes
2000 disposable plates (kitty litter pans)
1 20x8x8 foot cargo container
1 25 inch wide supply cart
1,000 zip ties
2 30 gal storage containers