675 Wildwood Avenue Rio Dell, CA 95562



TO:

Mayor and Members of the City Council

FROM:

Josh Phinney, Chief of Police

THROUGH:

Kyle Knopp, City Manager

DATE:

August 5th, 2025

SUBJECT:

MOU with Critters Without Litters

RECOMMENDATION

Approve the execution of a MOU with Critters Without Litters by the Chief of Police.

BACKGROUND AND DISCUSSION

The Rio Dell Police Department (RDPD) encounters situations in which stray, injured, or neglected animals require timely veterinary care, humane euthanasia, or basic wellness services such as vaccinations. Currently, the City has no formal agreement in place to ensure access to affordable, reliable veterinary services during business hours. This Memorandum of Understanding (MOU) with Critters Without Litters, a local nonprofit veterinary clinic directed by Kari Crockett, will establish a cooperative relationship to provide necessary animal care during their regular hours of operation (Monday through Thursday, 8:00 a.m. to 4:00 p.m.). Services covered include emergency treatment, rabies vaccinations, wellness exams (by appointment), and euthanasia when warranted. The MOU clarifies that the City will be responsible for transporting animals to and from the clinic, and includes provisions to limit the City's liability once animals are in CWOL's care. This agreement will help streamline animal-related responses, improve humane treatment standards, and create a consistent point of contact for routine and emergent veterinary needs during regular business hours.

Attachments: MOU.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RIO DELL AND CRITTERS WITHOUT LITTERS

This Memorandum of Understanding ("MOU") is made and entered into this day of, 2025, by and between the City of Rio Dell, a municipal corporation ("City"), acting through its Police Department ("RDPD"), and Critters Without Litters, a California nonprofit veterinary clinic ("CWOL"), directed by Kari Crockett.
1. Purpose
The purpose of this MOU is to establish a mutual understanding between the City and CWOL to facilitate access to veterinary care for animals under the temporary custody or responsibility of the Rio Dell Police Department.
2. Scope of Services
CWOL agrees to provide the following services to RDPD, subject to availability and the clinic's capabilities:
• Emergency veterinary care during regular business hours: Monday-Thursday, 8:00 a.m. to 4:00 p.m.
o If a treatment is beyond CWOL's capabilities, CWOL will refer the City to an appropriate full-service veterinary clinic at no charge.
Humane euthanasia during business hours when necessary due to injury, illness, or public safety concerns.
 Rabies vaccinations and other basic vaccinations as appropriate. Wellness examinations, provided appointments are scheduled in advance. CWOL will make all reasonable efforts to accommodate such appointments, as soon as practical, to avoid unnecessary disruption of the Rio Dell Police Department.
3. Animal Transport Responsibilities
The City shall be solely responsible for the transport of animals to and from CWOL's clinic located in Humboldt County. CWOL will not be responsible for pickup or delivery of animals unless otherwise agreed to in writing.

4. Point of Contact

All coordination, including scheduling and treatment discussions, will go through CWOL's designated point of contact:

Kari Crockett

Director, Critters Without Litters

Phone: (707) 223-5054

Email: humboldthumanedirector@gmail.com

5. Liability and Indemnification

Once an animal is delivered to CWOL by the City for treatment, CWOL shall assume temporary custody and responsibility for the care and handling of the animal to the extent required by the treatment authorized by RDPD.

CWOL agrees to perform services in a reasonable and professional manner. The City shall not be liable for any injuries to staff, volunteers, or other animals sustained during the treatment process, nor for outcomes resulting from treatment decisions made in good faith by CWOL.

CWOL agrees to **indemnify**, **defend**, **and hold harmless the City of Rio Dell**, **its officers**, **employees**, **and agents** from and against any and all claims, damages, or liabilities arising from the acts or omissions of CWOL in connection with the treatment or care of animals under this MOU, except where such liability arises from the sole negligence or willful misconduct of the City.

6. Compensation and Billing

CWOL will invoice the City at its standard service rates. The City agrees to remit payment in accordance with its established vendor payment procedures, generally within 30 days of receipt of invoice.

7. After-Hours Emergencies

This MOU does not obligate CWOL to provide services outside of its normal business hours. In the event of an after-hours emergency, the City may contact and use any available emergency veterinary provider.

This MOU will remain in effect unless modified in writing or terminated by either party upon thirty (30) days' written notice.
9. Non-Binding Understanding
This MOU is intended as a good faith agreement between the parties and does not create any legally enforceable obligations or agency relationship.
IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first above written.
CITY OF RIO DELL
By: Name: Josh Phinney Title: Chief of Police Date:
CRITTERS WITHOUT LITTERS
By: Name: Kari Crockett Title: Director

8. Term and Termination