



CITY AND BOROUGH OF SITKA

A COAST GUARD CITY

ADMINISTRATION

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907-747-1812

January 8, 2025

[VIA EMAIL ONLY]

Friends of Sitka Animal Shelter
PO Box 972
Sitka, AK 99835
sitkaanimalfriends@gmail.com

Re: Proposal for Animal Shelter Management

Dear Friends of Sitka Animal Shelter (FOSAS),

Thank you for your hard work and dedication to addressing the differences in operations at the Sitka Animal Shelter. Since October 2024, we have been collaborating to develop a Memorandum of Understanding (MOU) for interim operations at the Shelter in advance of a broader community discussion about how to manage the differences between animal protection and control functions and long-term animal welfare functions. A working draft has been circulated by our mediator for our mutual review and comments.

As has been discussed during our meetings, the City and Borough of Sitka (CBS) operates the Sitka Animal Shelter facility in accordance with Sitka General Code (SGC) 8.05 which requires CBS to engage in animal protection and animal control duties. This facility is overseen by the Sitka Police Department (SPD) and the Animal Control Officer (ACO) as part of their law enforcement initiative to ensure public safety, health, and welfare.

At the same time, Friends of Sitka Animal Shelter (FOSAS) has a broader interest and mission in promoting and providing long-term animal welfare services to the animals of Sitka, and at time animal rescue services to animals from other communities. These valuable services which lie outside the scope of CBS's code-defined responsibilities and, as our group has discussed in our meetings, really should not be housed within a law enforcement agency.

Our discussions have brought up the possibility of FOSAS taking on one or both of the animal control/protection and animal welfare roles for the community. However, FOSAS seemed hesitant about taking on the law enforcement activities, and CBS agrees that those activities are not a great fit for a non-profit organization and would be best served by remaining with the SPD as Sitka's law enforcement agency.

Moving forward, if an MOU for joint operations does not seem viable due to CBS's and FOSAS's differences in mission, a lease agreement may, instead adequately divide out the law enforcement and animal welfare responsibilities, allowing each organization to fulfill its own mission independently.

Under a lease arrangement, CBS will continue to fulfill its law enforcement responsibilities as outlined in SGC 8.05. Once CBS has met all of its law enforcement responsibilities, FOSAS will be given a first right of refusal to adopt any potentially adoptable animal, as determined in consultation with a veterinarian. Upon adoption by FOSAS, CBS will formally transfer legal custody of the animal to FOSAS for continued care and sheltering, to be managed at FOSAS's expense. CBS proposes the following terms and conditions to govern a lease arrangement:

1. CBS will lease the current Animal Control and Protection facility to FOSAS for \$1.00 per year for a mutually agreed-upon term, subject to Assembly approval.
2. FOSAS will be responsible for utilities, cleaning, and minor maintenance of the facility.
3. FOSAS will take on all long-term care and associated expenses for any animal surrendered or formally transferred to FOSAS's custody.
4. FOSAS will carry its own insurance for shelter operations, naming CBS as an additional insured party.
5. CBS will remain responsible for major maintenance (defined as work valued over \$10,000) with prior coordination with the Municipal Administrator and in alignment with CBS's annual Capital Improvement Plan.
6. FOSAS will establish its own internet connection at its expense for shelter-related activities.
7. FOSAS will oversee the facility's security and manage access, except for areas designated solely for ACO activities. The CBS will maintain the software for the key-card access system.
8. Scheduling and coordination of shelter volunteers will be the sole responsibility of FOSAS, which includes purchasing and maintaining any necessary scheduling software. Volunteers will not be permitted to interact with any animals under ACO custody without SPD's consent.
9. An area within the facility will be designated for ACO use at CBS's expense. Animals impounded under SGC 8.05 will remain under the ACO's care until legally transferred to FOSAS. Before this transfer, CBS will consult with a veterinarian to confirm the animal's fitness for adoption and ensure that basic health needs are met. Animals deemed unfit for adoption or declined by FOSAS will be euthanized.
10. Spay/neuter services will be at FOSAS's sole discretion and expense, as these activities fall outside the scope of law enforcement under SGC 8.05.
11. Animals surrendered for rehoming or adoption will fall under FOSAS's sole responsibility, as they are not impounded per SGC 8.05. Animals rescued from other communities will be FOSAS's sole responsibility as well.
12. Impoundment and licensing fees, as functions of law enforcement, will continue to be set and collected by CBS in accordance with SGC 8.05.

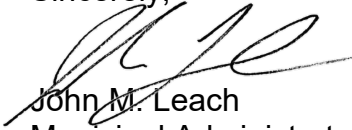
13. FOSAS will retain the right to set and charge adoption fees and keep all associated revenue.

The benefits of this arrangement are that it does not require any changes to SGC to be implemented, it doesn't require FOSAS to take on any governmental or law enforcement functions, and it allows FOSAS to conduct its re-homing, fostering, and rescue operations without the CBS/SPD supervision or compliance with law enforcement code requirements.

If you find a leasing situation preferable to a joint MOU pathway, please let me know in writing that we should pursue this way forward. I am happy to put together a lease and operating agreement that we can present to the Assembly to formalize the arrangement.

Thank you for your time and attention to this matter. I look forward to your response and hope we can move forward collaboratively for the benefit of Sitka's residents and animals.

Sincerely,



John M. Leach
Municipal Administrator

Cc: Legal Department