

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN CBS AND FRIENDS OF SITKA ANIMAL SHELTER**

**PARTIES**

Friends of Sitka Animal Shelter (“FOSAS”) is an Alaska non-profit corporation. The City and Borough of Sitka, an Alaska municipal corporation (“CBS”).

**RECITALS**

WHEREAS, the CBS owns the Sitka Animal Shelter, located at 209 Jarvis Street, Sitka, Alaska 99835 and administers it via the Sitka Police Department (“SPD”) in order to fulfil the CBS’s animal protection and control responsibilities outlined in Sitka General Code (“SGC”) 08.05.010 – 08.05.210;

WHEREAS, FOSAS is an Alaska non-profit corporation, organized for the purpose of providing volunteer, animal care, and financial support to the Sitka Animal Shelter including, but not limited to, volunteer training and organizing, adoption efforts, supplemental medical care, and positive awareness for the Sitka Animal Shelter, in addition to managing other community-based services such as the Compassionate Care Fund and rehoming support;

WHEREAS, CBS and FOSAS are each independent legal entities and each operates pursuant to rules and laws that may not be applicable to the other;

WHEREAS, the Parties agree that clear roles and responsibilities for both CBS and FOSAS will help ensure that the Sika Animal Shelter meets the needs of animals seized or surrendered under the animal protection and animal control responsibilities in SGC, while the community works to develop code provisions, policies, procedures, and other implementing authority and appropriations for a long-term plan for animal care and shelter services that are not administered via the SPD;

WHEREAS, pending approval of funding by the Sitka Assembly CBS commits to invest in and install: (a) security cameras (b) a keycard access system (c) scheduling and record keeping software and hardware, including an information monitor, in accordance with its procurement policies and obligations; however, progress on these items will not delay volunteer reintegration;

WHEREAS, the Parties intend this Agreement to establish a framework for short-term cooperation for the Sitka Animal Shelter programs and infrastructure, to be revisited on 6/30/2025 and expiring on 12/31/2025 unless renewed, or upon the adoption of a new system by the Sitka Assembly that encompasses animal protection and control as well as long term animal care and sheltering services;

WHEREAS, the Parties agree that in addition to meeting the animal protection and control mandates of the SGC, the SPD, with assistance from FOSAS, will make reasonable efforts, as outlined in this agreement, to complete the adoption of potentially adoptable animals in its care on a reasonable timeframe. The Parties agree that, despite the current code allowing for euthanasia of animals after 72 hours (unlicensed dogs) or 5 days (licensed dogs)

and no timeline for other animals, the Parties have agreed upon a longer timeline for animal adoption and care of animals seized or surrendered under the animal protection and animal control responsibilities in SCG<sup>1</sup>

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

## 1. Basic Principals

(a) The Parties acknowledge that the SGC provides for the existence and funding of an animal shelter to assist the SPD in its animal protection and animal control duties for the purpose of impounding and caring for animals.<sup>2</sup> The Parties acknowledge that the SGC requires the ACO/SPD to make “reasonable efforts” to promote the adoption of potentially adoptable animals in CBS’s custody.<sup>3</sup>

(b) The Parties agree that creation and maintenance of clear, agreed upon, volunteer practices and procedures is an important objective for maintaining community engagement with the Sitka Animal Shelter in a way that is safe for both animals and volunteers, and promotes the health and welfare of both the animals and the community.

(c) The Parties agree that in the past the Sitka Animal Shelter has provided sheltering of animals beyond the minimums set by SCG 08.05.040 (72 hours for unlicensed dogs and 5 days for licensed dogs<sup>4</sup>), and that volunteer coordination between the Parties will allow for extension of the adoption period as described below.

## 2. Funding

(a) Provided the City Assembly has, in its sole discretion, allocated appropriate funds in the annual budget, CBS shall continue to fund the Animal Control Officer and Sitka Animal Shelter, including its operational needs, facility maintenance, and support for the programs attendant to CBS animal protection and control mandates.

(b) SGC § 8.05.040 (2024) provides that after the 3/5 day holding period unclaimed animals may be destroyed “or held for adoption for a reasonable period at the discretion of the Animal Control Office.” The Parties agree that for the duration of this agreement, “a reasonable period” for adoption efforts is up to 3 months from the date of intake, and CBS funding, if allocated by the City Assembly, shall be the first source for animal care funding during the “reasonable adoption period” for each animal;

(c) Except for animals that present a public health or safety risk as defined by SGC or state law (i.e. potentially rabid or dangerous animals)<sup>5</sup>, after an animal’s reasonable

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<sup>1</sup> SGC § 8.05.040 (2024) providing that “[b]efore destroying an animal, the animal control officer shall make reasonable efforts to promote the adoption of the animal.”

<sup>2</sup> SGC 8.05.010.

<sup>3</sup> SGC § 8.05.040 (2024) providing that “[b]efore destroying an animal, the animal control officer shall make reasonable efforts to promote the adoption of the animal.”

<sup>4</sup> SGC § 8.05.040 (2024) “or held for adoption for a reasonable period at the discretion of the Animal Control Office.

<sup>5</sup> See e.g. SGC §§ 8.05.081, 8.05.090 and 18 AAC 36.

adoption period has expired, the SPD's animal protection and control function has ceased. At that time, as permitted by the SCG<sup>6</sup> and outlined in this agreement, CBS funding may be used for euthanasia of an unadopted animal, and shall not be used for long-term care, rehabilitation, or medical care of an animal that has not been adopted. However, the Parties agree that prior to making a euthanasia determination for animals that do not present a public health or safety risk as defined by SGC or state law the ACO will consult with a licensed veterinarian to determine if euthanasia is the best option for the animal. If the veterinarian opinion that a non-euthanasia option is best, FOSAS will be given the option to adopt the animal, at its own expense.

(d) Prior to adopting out an animal to private individuals or to FOSAS, CBS animal protection and control funding will be used to provide basic medical care, including: a physical veterinary examination, core vaccinations (FVRCP, FeLV, rabies for cats; DAPP, Bordetella, rabies for dogs), internal and external parasite control (de-wormer and flea treatment) as well as basic treatment for common illnesses such as upper respiratory infections, UTIs, etc.

(e) As needed, the ACO will utilize the Pet Adoption Fund for the Sitka Animal Shelter for non-appropriated activities that support adoption of an animal during its reasonable adoption period. Following a written request for funding from the ACO, FOSAS will fund the cost of Sitka Animal Shelter activities for which no funding is allocated in the annual City budget, if the FOSAS Board of Directors has, in its sole discretion, approved the expenditure. Such activities may include capital projects and additional animal medical care that are beyond the scope of budget allocations (e.g. diagnostic testing, surgical procedures, specialized diet, treatment for chronic illness such as diabetes, etc.).

### 3. Roles and Functions

(a) CBS has the exclusive responsibility for performing the animal protection and animal control responsibilities assigned to it in the SGC, and for operating and maintaining the Sitka Animal Shelter in support of those operations. CBS has delegated that authority and responsibility to the SPD. The SPD bears primary responsibility for volunteer vetting, training volunteers in facilities management, animal intake, quarantine, medical expenses for potentially adoptable animals, euthanasia of unadoptable animals, facility maintenance, managing the Sitka Animal Shelter Facebook page, volunteer application processing and background screening, volunteer training and scheduling, and communication with volunteers, as is indicated in the ACO job description provided by CBS.<sup>7</sup>

(b) FOSAS agrees to assist with training volunteers in animal care standards and procedures, assisting the ACO/SPD with observation of animals in quarantine, assisting the ACO with gaps in animal care shifts as needed, planning and facilitating community outreach activities (such as Coffee with Cats, a pet food pantry, school group visits, etc.), publishing newsletters, flyers, social media, fundraising materials, and/or website information to publicize services, adoptable animals, and funding needs of the Sitka Animal Shelter.

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<sup>6</sup> See SGC Chapter 4.05.010 for minimum budgeting requirements for departments.

<sup>7</sup> SGC § 8.05.010 – 08.05.210.

FOSAS will continue to manage a rehoming platform to support non-emergency situations, allowing animals to move from one home to another without detouring through the shelter whenever possible.

(c) The ACO and FOSAS leadership shall meet at least once a month to discuss: current financial status and expenditures of both parties; intake, adoption, out-of-shelter temporary care, euthanasia and other relevant statistics; volunteer training, schedule and performance; all resident animal records and medical needs; shelter operations; public outreach including social media and other information dissemination; fundraising events and special projects.

(d) FOSAS shall be given access to the animal shelter for fundraising events, adoption events, open houses, and volunteer activities. FOSAS will coordinate with the ACO for scheduling, event activities and needs, and adequate scheduling of volunteers or staff for the event as needed.

#### 4. Volunteer Application Procedures

(a) Volunteer applications will be available electronically through the SPD and FOSAS websites and on paper at the Sitka Animal Shelter and the SPD. All applications, regardless of whether they are returned to FOSAS, individual volunteers, the ACO, members of the SPD, or to anyone else shall be forwarded to the ACO for electronic processing and storage.

(b) Applications for minors: Minors age 14 years and older may apply on their own to volunteer with the Sitka Animal Shelter, but may only schedule shifts for which an experienced volunteer age 18 or over is also present. Minors under the age of 14 cannot apply to volunteer on their own, but may be included as a guest of an adult volunteer, on the volunteer's application. Minors under the age of 14 must be accompanied by the adult volunteer on whose application their name appears at all times when visiting the Sitka Animal Shelter

(c) All applicants must additionally fill out a consent to background check, information release, photograph consent and release, and acknowledgement that the SPD reserves the right to reject a volunteer's application for any reason at its sole discretion. This information will be processed and verified by the SPD.

#### 5. Volunteering Vetting

(a) Responsibility for vetting volunteers is held solely by the SPD. The SPD will conduct both formal background checks and informal review of a volunteer's capacity, considering competency, the safety and well-being of animals and other volunteers, and community safety and wellbeing. Approval of volunteers shall be granted at the SPD's sole discretion. Reasons for disqualification may include, but are not limited to, repeat animal surrenders by the applicant, any history of animal abuse or neglect, poor volunteer track record, and certain types of crimes. It is the SPD's responsibility to inform volunteer applicants of whether they have been accepted or rejected as a volunteer within 30 days of a decision being made. FOSAS is not responsible for conveying this information to volunteer applicants.

(b) Subject to the provisions of the Alaska Public Records Act, the SPD will keep background check and other information regarding volunteer applicants in a confidential manner.

(c) For special events that involve the presence of non-volunteers in the Sitka Animal Shelter, the party organizing the event shall ensure that there are adequate approved volunteers, FOSAS Board Members, and/or SPD staff present for the event. Members of the public attending special events will not be required to go through the volunteer application process.

## 6. Volunteer Training

(a) Step 1: Upon notice of approval to volunteer from the SPD, new volunteers will have an initial meeting with the ACO during which the volunteer will be trained on the shelter software, building access and security, and other topics relating to safety and security.

(b) Step 2: New volunteers will have a second meeting with members of FOSAS and/or experienced volunteers and/or SPD for training on interaction with and care of animals at the shelter, organizational duties, and proper cleaning methods. This training may be individual or in small groups. The SPD and FOSAS will meet for joint review and SPD approval of FOSAS's animal care training program prior to implementation and when there are any material revisions

(c) Step 3: Before gaining access to the scheduling software to schedule shifts, each new volunteer shall complete at least two shifts shadowing an experienced volunteer. Once the two shadow shifts are complete, the volunteer must notify the ACO, who will provide access instructions for scheduling and key card activation.

## 7. Volunteer Status

(a) Active Volunteers: Volunteers become "Active" upon completion of the three training requirements and being granted access to the software scheduling system by the ACO. Active volunteers will be responsible for choosing shifts that suit their interests, skills, and availability. Shifts may include "Full Duty", "Pet Pals", or "Dog Walking". The primary tasks for "full duty" shifts will include observation, feeding, cleaning, and socialization of animals. In addition to "full duty" shifts, the schedule will also, as needed, include "Pet Pals" (i.e. focus on animal socialization) and/or "Dog Walking" shifts (i.e. responsible for walking and/or caring only for dogs), for those volunteers who does not wish to or are unable to provide "full duty" shifts.

Volunteers must remain in "Active" status in order to continue to schedule shifts.

To maintain "Active" status a volunteer must complete an average of 1 shift per month for each six-month period from January – June and July – December. The ACO shall review whether volunteers have met their minimum number of shifts each January and July. Volunteers with unique circumstances that will cause them to miss the "one shift per month" average may apply for an exception to the general policy with the ACO. For volunteers who sign up in the

middle of a six-month period, the minimum number of shifts will be pro-rated by the number of months left until the next review.

To maintain Active status, volunteers must also attend a yearly in-person recertification meeting with the ACO each January. This may be conducted individually, in small groups, or at a large group meeting in which the ACO and/or FOSAS will review safety, security, and animal care training with attention to any particular issues that have come up during the previous year.

(b) Inactive Volunteers: Volunteers who fall below the biannual shift requirements or do not attend the annual recertification meeting with the ACO will be moved to “Inactive” Status.

“Inactive” status results in being denied access to the scheduling platform and deactivation of the volunteer’s key card access to the Sitka Animal Shelter.

To regain “Active” status the “Inactive” volunteer must attend a recertification meeting with the ACO and sign-up for adequate shifts to meet the 6-month minimum. Reactivation results in gaining access to the shift scheduling system and reactivation of the access key card.

(c) Removal from Volunteer Pool: After two consecutive six-month periods of inactivity, the “Inactive” volunteer will be removed from the volunteer pool. To resume volunteering, s/he will have to reapply and be re-vetted by the SPD through the same process as first-time applicants.

(d) Bans: Inappropriate behavior by a volunteer may result in a permanent or temporary ban at the ACO/SPD’s discretion, with input from FOSAS and other volunteers if appropriate.

Examples of behavior that can result in a volunteer being banned include, but are not limited to: Repeat failures to follow protocol; repeat failures to do assigned duties; theft; drug violations; mistreatment or neglect of animals; mistreatment or harassment of other volunteers; false reports and other activity involving moral turpitude, and; violating security rules such as allowing access for unauthorized guests and impermissibly sharing access information.

## 8. Volunteer Shifts

The SPD will provide three volunteer shifts per day (morning, midday, and evening) to provide and ensure adequate care for animals at the Sitka Animal Shelter under the animal protection and animal control responsibilities in SGC. The SPD and FOSAS may set fewer shifts (such as when no animals are present) or greater shifts (if there is an abundance of animals) as needed, by agreement. The expectation is that individual shifts will take between 1 – 3 hours to complete.

Volunteers will schedule their own shifts via the SPD’s shelter management software. A large screen or whiteboard showing the most up-to-date monthly schedule will be displayed in the shelter so that volunteers may sign-up to fill-in for additional shifts as needed or be informed

of scheduling changes by the ACO or FOSAS. Volunteer key cards will be programmed to allow volunteer access during shifts times generally, and for access after regular shift hours as determined by the ACO.

Volunteer training provided by FOSAS will include instructions to volunteers regarding communication among all “Active” volunteers as to what has been done and what still needs to be completed, by means of a written daily care log posted on kennels, notes inputted into the shelter software program, details handwritten on whiteboards, or by another communication means of FOSAS’s choice.

#### 9. Animal Intake.

(a) Intake Procedures: For all incoming animals described below, the ACO/SPD will provide clear, immediate written instruction on the kennel door of all such animals to ensure appropriate measures and precautions are taken by volunteers to have no contact with the animal or to provide care for the animal. SPD will ensure its officers are trained in intake procedures with particular attention to posting complete written information on kennels. Upon intake, the ACO/SPD will conduct an initial behavioral and physical assessment to estimate the animal's age, breed, sex, and identify any potential medical or behavioral concerns. When possible, a full medical and behavioral history will be obtained from the previous owner and/or veterinary clinic. All findings will be documented on the Intake Form and Daily Care Log attached to the animal's kennel. If an animal exhibits signs of illness or injury, a veterinarian will be consulted as soon as possible to ensure appropriate treatment and to prevent the spread of disease.

(b) Animal protection and enforcement: Intake of animals from animal protection and animal control situations will be handled only by the SPD.

(c) Abuse or Neglect: Investigation of animal abuse or neglect complaints and seizure/intake of animals from animal abuse and neglect situations will be performed only by the SPD.

(d) At-large/Trapping: Acquisition and intake of animals at large and those that require trapping will be performed only by the SPD. All stray, at-large or trapped animals will be scanned for a microchip.

(e) Inmate’s animal/s: Intake of animals belonging to persons taken into police custody will be performed only by the SPD. For the safety of volunteers and to avoid potentially dangerous conflict between volunteers and persons with an interest in the underlying criminal case, care for “inmate animals” outside of the Sitka Animal Shelter (such as dog walking) shall only be performed by the SPD/ACO. However, because these animals are not, themselves, dangerous, animal care inside of the shelter may be provided by volunteers.

(f) Dangerous dogs: Dogs being held as dangerous or potentially dangerous under standards and procedures set out in SGC §§ 08.05.080 – 08.05.083 will be handled only by the ACO/SPD at all times. These animals may be in SPD custody for the duration of the Animal Control Board hearings and possible appeals. Volunteers will not interact with these animals at

any time. The SPD will ensure that their kennels or other housing situation are marked appropriately.

(g) Potentially Rabid Animals: Intake, care, and disposition of animals under SGC § 08.05.090 with a potential for rabies infection shall only be handled by the SPD. Volunteers will not interact with these animals at any time. The SPD will ensure that their kennels or other housing situation are marked appropriately.

(h) Surrenders: Intake of surrendered animals will be handled by the ACO when the ACO is present. When the ACO is not present, a volunteer who is at the Sitka Animal Shelter and who is presented with an animal for surrender by a community member will not intake the animal and will direct the person attempting to surrender the animal to call police dispatch to arrange for the intake of the surrendered animal. If a surrendered animal is found by a volunteer at the Sitka Animal Shelter without a community member surrendering it, the volunteer may place the animal in a kennel/room/other housing situation to ensure its well-being and safety and then will immediately call SPD dispatch to have the ACO/SPD process the intake.

(i) Known Owners: An animal that belongs to a known owner and that can be safely returned to his/her owner shall be returned per code only by the ACO/SPD. Volunteers may not return an animal to a known owner.

## 10. Animal Quarantine

(a) In accordance with the SGC<sup>8</sup>, and to ensure the safety of both persons and animals, unlicensed animals shall be held in quarantine by the SPD for at least 72 hours, and licensed animals shall be held by the SPD for 5 days. Dogs involved in a dog-bite situation shall be held by the SPD for at least 10 days at the Sitka Animal Shelter before any animal disposition is made in accordance with code.<sup>9</sup> Volunteers must follow and adhere to all information and direction posted on the animal's kennel door, as specified in section 9. Animal Intake above.

(b) Only authorized volunteers will be permitted to care for animal during the quarantine period. If a volunteer notices symptoms of illness or dangerous behavior, the volunteer must notify the ACO immediately, or if the ACO is off duty, the SPD.

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<sup>8</sup> SGC § 08.05.040

<sup>9</sup> SGC §§ 08.05.040; 08.05.082. It should be noted that these standards are not preempted by Alaska Statute AS 03.55.130. Destruction and Adoption of Animals (d), which reads:

Except as provided in (a) or (b) of this section, the custodian of an animal may not adopt, provide for the adoption of, or euthanize the animal within 10 business days after the animal is taken into custody. An owner or custodian may prevent the animal's adoption or destruction by petitioning the court of the judicial district in which the animal was seized for the animal's return, subject to court-imposed conditions.

That statute falls under Title 3 of the Alaska Statutes, entitled "Agriculture, Animals, and Food." Section 90 of Title 3, entitled "Definitions," clarifies that the department being regulated by Title 3 is the Alaska Department of Natural Resources. This means that AS 03.55.130 is specific to animals seized under the authority of the Department of Natural Resources. It therefore has no bearing on animals seized pursuant to the City and Borough of Sitka's health, safety, and welfare authority as a home rule municipality.

## 11. Animal Disposition

(a) In accordance with SGC 8.05.140, SPD shall keep detailed records regarding the disposition of all animals coming into the custody of the ACO.

(b) Dangerous Dogs: Disposition of disputed potentially dangerous or dangerous dogs shall be conducted in accordance with the Animal Hearing Board procedures in SGC 08.05083.

(c) Known Owner: Animals whose owner has been identified or is known to the SPD, FOSAS, or volunteers shall be returned promptly, by the SPD, per code.

(d) Potentially Rabid: Potentially rabid animals shall be handled only by the SPD in accordance with SGC § 08.05.090 and state law on the disposition and preservation of such animals.

(e) Adoption: In accordance with Section 2, Funding, of this MOU, after 3/5 day quarantine period, animals that do not present a public health or safety risk (such as potentially rabid or dangerous animals) will receive a veterinary evaluation and, if adoptable, basic medical care prior to adoption. The ACO/SPD, with support from FOSAS, will make every reasonable effort to promote the adoption of shelter animals during the reasonable adoption period for each animal. Promotions will include, but are not limited to, social media posts, flyers, website features, adoption events such as Coffee with Cats, and the weekly Sitka Sentinel Critter Corner advertisement.

(f) Adoption by FOSAS: After the reasonable adoption period for an animal has elapsed, FOSAS will have the opportunity to adopt the animal in accordance with the processes/funding requirements in Section 2(c) "Funding" of this MOU. In these circumstances, FOSAS has the option to adopt the animal at its own expense, assuming all responsibility for food and other provisions including medical care, while seeking to re-home the animal with a permanent adopter. These animals shall be housed in a suitable space at the Sitka Animal Shelter, kept separate from animals under CBS's responsibility and care, provided that space is available and does not interfere with the primary need for shelter space for animal control duties.

(g) Temporary In-Home Care: The ACO/SPD, with support from FOSAS, may place an animal into temporary care to provide a home environment that supports their well-being and increases their chances of adoption, particularly for animals that require intensive care such as neonatal kittens and puppies. Temporary caregivers must provide weekly updates to the ACO and FOSAS regarding the animal's progress and overall status, and must not incur medical expenses for the animal without ACO approval. Should a temporary caregiver wish to adopt the animal, they are required to follow the standard adoption process and pay the applicable adoption fee.

(h) Euthanasia: Once an animal has been determined to be unadoptable by the ACO, in accordance with the processes/funding requirements in Section 2(c) "Funding" of this MOU,

including veterinary consultation and giving FOSAS the option to adopt, the ACO may proceed with euthanasia in accordance with the SGC and applicable State laws.

The Parties acknowledge that current SGC allows for the ACO to “destroy” unclaimed animals after the 3/5 day minimum holding period.<sup>10</sup> Removing ACO discretion on this matter would require a code change. However, the Parties also acknowledge that ACO discretion is constrained by state law provisions on humane euthanasia, including AS 08.02.050 regarding euthanasia of domestic animals using controlled substances, and 18 AAC 36.500 General Care Standards, including subsection (d) requiring humane euthanasia and subsection (f) which adopts by reference the American Veterinary association’s (AVMA) *Guidelines for the Euthanasia of Animals* 2020 Edition. State law requires the ACO to exercise his/her discretion within the bounds of state law.

The Parties also acknowledge that as of the date of this MOU, Alaska Statute 08.02.050 regarding the certification of euthanasia technicians, per the State’s own admission, is impossible to follow.<sup>11</sup> The Parties agree that at present, the State’s alternative methods of licensing of euthanasia technicians are acceptable, per State guidance, despite being technically out-of-compliance with the law. The Parties acknowledge that State law will likely change, that any superseding State laws regarding euthanasia must be complied with, and that any superseding statute/s would strike any conflicting provisions of this MOU without invalidating the MOU as a whole.

[SIGNATURE AND ACKNOWLEDGEMENTS ON NEXT PAGE]

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<sup>10</sup> SGC § 08.05.040

<sup>11</sup> Permits to Euthanize Domestic Animals, Professional Licensing, Division of Corporations, Business and Professional Licensing

“AS 08.02.050(a)(2) requires a qualified agency to certify that it will not permit an employee to administer the drugs unless the employee has successfully completed a euthanasia technician certification course approved by the National Animal Control Association, the American Humane Association, or the Humane Society of the United States.

However, since this statute was put into place, the National Animal Control Association (now called the National Animal Care and Control Association) has stopped approving courses and instead offers recommended courses; the American Humane Association (now called the American Humane) does not seem to support or certify euthanasia training; and the Humane Society of the United States does not offer or certify courses and stopped licensing trainers in 2023 – though they offer a list of previously licensed trainers on their website. As a result, we recognize it’s impossible to comply with this statute as currently written.

Due to these changes since the statute was put into place, the division has determined the following certification courses will still qualify under the intent of AS 08.02.050(a)(2):

- Completion of a euthanasia technician certification course recommended by the National Animal Care and Control Association;
- Training under an individual who held certification as a trainer by the Humane Society of the United States when those certifications were still offered; or
- Completion of the university of Florida’s Euthanasia by Injection course (parts 1 & 2), which has been recommended as an acceptable standard by the National Animal Care and Control Association and the Humane Society of the United States.”

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

CITY AND BOROUGH OF SITKA

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: John Leach  
Its: Municipal Administrator

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by John Leach, Municipal Administrator of the CITY AND BOROUGH OF SITKA, an Alaska home rule municipality, on behalf of the municipality.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

FRIENDS OF SITKA ANIMAL SHELTER

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Kristina Tirman  
Its: President

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Kristina Tirman, President of Friends of Sitka Animal Shelter, an Alaska Nonprofit corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_