

**A RESOLUTION APPROVING A ONE-YEAR CONTRACT IN THE AMOUNT OF \$317,702.29
WITH PAWPORTUNITIES INC. FOR ANIMAL CONTROL SERVICES**

WHEREAS, the Police Department has recognized the need to continue reliable Animal Control Services to the citizens of Blue Springs; and

WHEREAS, the Police Department has previously entered a contract with Pawportunities Inc.; and

WHEREAS, Pawportunities Inc. has agreed to continue this service for a fee of \$317,702.29 to be collected in monthly payments of \$26,475.19; and

WHEREAS the Police Department has negotiated with Pawportunities Inc. to provide Animal Control Services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

1. The City Administrator is hereby authorized to enter into a one-year contract with Pawportunities Inc., 3200 NW Jefferson Dr., Blue Springs, MO 64015, in the amount not to exceed \$317,702.29, for Animal Control Services, as set out in the contract amendment attached hereto as Exhibit "A".
2. City staff is directed to perform all tasks necessary to implement said contract amendment.
3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 2nd day of October 2023.

CITY OF BLUE SPRINGS



Carson Ross, Mayor

ATTEST:


Erin Ford, Deputy City Clerk

EFFECTIVE DATE: October 3, 2023	TERMINATION DATE: September 30, 2024	CONTRACT NUMBER: 2023-160
CITY		CONTRACTOR
City of Blue Springs 903 West Main Street Blue Springs, MO 64015		Pawportunities Inc. 3200 NW Jefferson Dr. Blue Springs MO. 64015
Attention: Bob Muenz		Attention: Jeff Siems
Department: Police		Phone: 816-229-3366
Phone: 816-228-0171		Tax ID Number: 83-3845253

CONTRACTOR CONTRACT

THIS CONTRACT, made and entered into this 3rd day of October 2023, by the parties identified above.

WITNESSETH:

WHEREAS, the City of Blue Springs desires to engage the Contractor to perform certain professional and technical services, construction and labor and/or provide, materials and equipment as hereafter described in connection with a project more particularly described in **Exhibit 1**; and

WHEREAS, the Contractor made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. **Services.** The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth in connection with projects described in **Exhibit 1** in accordance with the standard of care, skill, expertise, materials, and requirements set forth in the drawings and specifications.

2. The City shall provide to Contractor full use of the City's buildings, offices, and other spaces belonging to City and that are currently used for Animal Control purposes to include City owned vehicles, computers and phones. Contractor shall relinquish use and control of said City property upon termination of this contract.

3. Contractor shall obtain the Missouri Department of Agriculture Animal Care License/Registration as required under Missouri law, and Contractor agrees to operate in compliance with these laws and regulations.

4. The City shall provide mobile and portable radios, as well as mobile data terminals for the vehicles to be used by the contractor. Contractor shall relinquish use and control of said City property upon termination of this contract.

5. The City shall provide dispatching and phone services to the contractor.

6. **Addition to Services.** The City may add to the Contractor services or delete therefrom activities based on unit cost as set forth in **Exhibit 1** or the bid document(s) associated with this Contract, or by written Change Orders that may be agreed to by both the City and Contractor, provided that the total cost of such work will be added to, or deleted from, the total cost as specified in Paragraph 6 hereof. The Contractor shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the Department Head for the City as related to this contract, or his designee, with approval of the City Council if required, and shall be accepted and countersigned by the Contractor.

7. **Exchange of Data.** All information, data, plans, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

8. **Personnel.** The Contractor represents that Contractor will secure, at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

9. **Term.** The services of the Contractor shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as **Exhibit 1**.

10. **Costs not to Exceed.** The City of Blue Springs is limited by law and its bidding and procurement process with respect to the amount of money it can pay. Therefore, the City has established a fixed sum amount, based on the bid proposal after a competitive bidding process, as described in the Maximum Payment section of **Exhibit 1** for this contract and Paragraph 7.b which cannot be exceeded unless this contract is amended. The Contractor shall notify the City if Contractor anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation.

11. **Payment.**

a. **Conditioned upon acceptable performance.** Provided Contractor performs the services in the manner set forth in Paragraph 1 hereof, the City agrees to pay the Contractor in accordance with the terms set forth in **Exhibit 1**, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Contractor for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in **Exhibit 1**.

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed, the sum of **\$26,475.19 monthly** unless agreed to by City and Contractor in writing.

12. Termination of Contract.

a. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in **Exhibit 1** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Contractor by U.S. Postal Service Mail or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of these methods. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, and materials as required of the Contractor under this contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

b. **Termination for Convenience.** The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

13. Conflicts. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 *et seq.* RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

14. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract, though City will attempt to so notify any such assignee.

15. Discrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Occupational License. The Contractor shall obtain and maintain an occupational license with the City of Blue Springs, Missouri, if required by City Code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. Contractor shall not purchase materials or begin work on this contract until this occupational license has been obtained.

17. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws, including but not limited to "prevailing wage" and "Davis-Bacon", or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by contractor is current.

18. American Made Products. Pursuant RSMo 34.353, as amended, if this contract is for more than \$25,000.00, and is for the purchase or lease of manufactured goods or commodities by the City, or is a contract with the City for construction, alteration, repair, or maintenance of any public works, then any manufactured goods or commodities used or supplied in the performance of this contract or any subcontract thereto shall be manufactured or produced in the United States, unless that requirement is determined to not apply or be exempted based on the provisions in said referenced statute.

19. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo. (*See also*, Section 351.574 RSMo. as to consequences of failing to comply.)

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

20. General Independent Contractor Clause. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, Missouri Prevailing Wage requirements, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and

the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

21. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

22. Insurance. Contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing this contract and on each anniversary of such insurance coverage during the term of this contract and any renewals, which certificates shall contain a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the Contractor, any time after the contract has been signed, shall notify the City of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal notice to Contractor within two (2) business days of Contractor's receipt of said notice. Contractor shall also advise the City in writing within two (2) business days of any oral or other advisement by the insurer of any impending cancellation, actual cancellation, termination or nonrenewal of the policy. (If the City gives written permission for some of the work under this contract to be subcontracted or it is subcontracted, Contractor shall assure that the subcontractor has the insurance set forth below and that the City and Contractor are listed as an additional insured on all of subcontractor's policies):

a. Comprehensive General Liability: Minimum limit \$2,000,000 combined single limit for bodily injury and property damage per occurrence with City named as an additional insured on the policy.

b. Comprehensive Automobile Liability: \$2,000,000 combined single limit with City named as an additional insured on the policy.

c. Workers' Compensation: Statutory requirements.

The provision of insurance shall not be construed, nor is intended, to be a waiver of sovereign immunity or any other defense available to City, its officers, agents or employees except to the extent insurance coverage is actually provided.

23. Liability and Indemnity. The parties mutually agree to the following:

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify, and hold the City and its elected or appointed officials, officers, employees and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses and attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by the Contractor or the Contractor's agents, employees, sub-contractors or by others for whom Contractor is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this contract.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

d. This contract is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses with regard to sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Law or Regulation.

24. Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens. If this contract, awarded to a business entity, is in excess of five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by sworn affidavit and provision of documentation, affirm its or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. *(Note: If the contract is not in excess of five thousand dollars, this provision does not apply and the affidavits need not be signed.)* Every such business entity, and any subcontractors of the business entity, shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavits and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. *A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.*

The following two Affidavits shall be used by the contractor and any subcontractors that are required to sign affidavits:

AFFIDAVIT AND PROVISION OF DOCUMENTATION

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)


Affiant, Jeff Siems, the Secretary (title) of
Pawportunities Inc. (contractor's full name) having been duly sworn, states upon
his/her oath:

1. My name is Jeff Siems. I am a representative of the business entity,
or a subcontractor of the business entity, entering into this contract with the City of Blue Springs
who is authorized to sign this affidavit on behalf of that business entity.

2. I hereby swear or affirm the above named business entity does not knowingly
employ any person who is an unauthorized alien in connection with the contracted services.

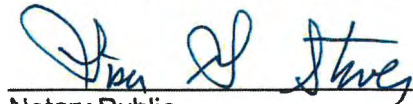
3. I also swear and affirm to the accuracy of the attached documentation evidencing
the above named business entity's enrollment and participation in a federal work authorization
program with respect to the employees working in connection with the contracted services.

FURTHER AFFIANT SAYETH NOT.



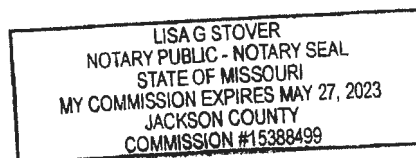
Jeff Siems, Secretary
(Print Name & Title)

Subscribed, acknowledged, and sworn to before me by JEFF SIEMS this 16 day of
MARCH, 2023.



Notary Public

My Commission Expires: 5-27-23



AFFIDAVIT CONCERNING EMPLOYMENT OF UNAUTHORIZED ALIENS

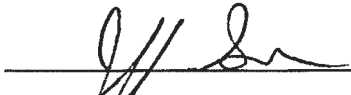
STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Affiant, Jeff Siems, the Secretary (title) of
Pawportunities Inc (contractor's full name) having been duly sworn, states upon
his/her oath:

1. My name is Jeff Siems. I am a representative of the business entity,
or a subcontractor of the business entity, entering into this contract with the City of Blue Springs
who is authorized to sign this affidavit on behalf of that business entity.

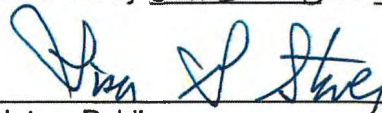
2. I hereby swear or affirm the above named business entity does not knowingly
employ any person who is an unauthorized alien in connection with the contracted services.

FURTHER AFFIANT SAYETH NOT.



Jeff Siems, Secretary
(Print Name & Title)

Subscribed, acknowledged, and sworn to before me by Jeff Siems this 16 day of
MARCH, 20 23.



Notary Public

My Commission Expires: 5-27-23



25. Notices. All notices required or permitted under this contract are required to be in writing and may be given by first class mail addressed to City or Contractor at the addresses shown above or by hand delivering a copy of the same to the City or Contractor, or may be given by any combination of these methods. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

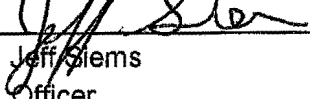
26. Jurisdiction. This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this contract be litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence.

27. Designation. Pawportunities Inc. and its employees are designated by the City as Animal Control Officers pursuant to Sec. 215.010 of the Code of Ordinances, City of Blue Springs, Missouri.

28. Entire Contract. This contract contains the entire contract of the parties. No modification, amendment, or waiver of any of the provisions of this contract shall be effective unless in writing specifically referring hereto and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

**CONTRACTOR: PAWPORTUNITIES
INC.**

By: 
Name: Jeff Siems
Title: Officer

CITY OF BLUE SPRINGS, MISSOURI


Interim City Administrator

APPROVED AS TO FORM


City Attorney

Exhibit 1 to Contract		
Scope of Work		
Name of Contractor	Pawportunities Inc.	
Scope of Work (Job Description)	Pawportunities to provide animal control services described in more detail in the Scope of Services, attached hereto as Attachment 1.	
Start Date	10/3/2023	
Interim Deadlines (if applicable)	Date	Phase of Project To Be Completed
Final Completion Deadline	9/30/2024	
Reimbursable Expenses	<input checked="" type="checkbox"/> None <input type="checkbox"/> Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	\$ 26,475.19 per month	Maximum payment for services rendered
	\$	Maximum amount of expenses to be reimbursed
	\$ 317,702.28	Total maximum amount to be paid to Contractor
Method of Payment	<input type="checkbox"/> Lump Sum Of Entire Amount Upon Satisfactory Completion of Project <input type="checkbox"/> Monthly Payments Based On Rate of \$_____ Per Hour <input checked="" type="checkbox"/> Incremental Payments As Follows: Monthly payments of \$26,475.19 <input type="checkbox"/> ____% retainage held until completion of project.	

ATTACHMENT 1

SCOPE OF SERVICES

A. GOALS AND OBJECTIVES.

City has the expectation that Contractor will be able to:

1. Provide the highest level of care to all the animals under its care and control.
2. Provide the highest level of customer service to the public.
3. Provide transparent operations that exceed industry best practices with regards to elements mentioned in this scope of work.
4. Provide nuisance abatement involving animals.
5. Engage in collaborative partnerships with stakeholders.

B. SCOPE OF SERVICES OVERVIEW.

Contractor shall provide animal control services required by, and in accordance with, this Contract and the laws, regulations, ordinances, and codes of the State, County, and the City as further specified by this Contract, as follows:

1. Animal Control services include but are not limited to:
 - a. Investigate complaints.
 - b. Enforce Chapter 215 of the City's Code of Ordinances, as amended.
 - c. Keep investigative reports.
 - d. Pick up and impound animals at-large and strays-confined.
 - e. Monitoring and responding to bites and enforcing rabies quarantine requirements.
 - f. Pick up and impound sick animals.
 - g. Pick up and impound exotic animals.
 - h. Issue citations
 - i. Work cooperatively with the City Prosecutor's office(s)
 - j. Act as a prosecutorial witness in court
 - k. Process rabies specimens
 - l. Transport animals at the shelter
 - m. Respond to Sunshine Law requests.
 - n. Respond to complaints.
 - o. Respond to police emergency calls when needed or requested.
 - p. Present cases on behalf of City in dangerous dog hearings
 - q. Comply with City dangerous dog declarations.

- r. Perform large scale impoundment involving livestock or animal hoarders.
 - s. Conduct animal cruelty investigations
 - t. Participate in on-going training.
 - u. Participate in public education and outreach programs.
 - v. Disaster preparedness
 - w. Providing records upon request
 - x. Complying with impoundment determinations made by state and local courts or any competent administrative hearing impoundment determination.
 - y. Enforcing City prohibitions against the keeping of dangerous animals within the City
 - z. Enforcing regulations, orders and decisions of the Court and the City's Administrative Hearing Officer
 - aa. Enforcing the limits of animals kept lawfully.
 - bb. Enforcing ordinances regulating excessive noise produced by animals.
 - cc. Enforcing ordinances regulating the confinement of dogs in heat
 - dd. Tracking of potential rabies cases
 - ee. Rescuing animals in vehicles under dangerous conditions
2. The animal control services will be provided to all residents of City. It is required that Contractor will continue to provide services equally proportional to the services previously provided by City. City will provide mailing addresses for all City residents so that Contractor can communicate with residents regarding services.

C. ANIMAL CONTROL SERVICES AND REQUIREMENTS.

Contractor shall humanely and efficiently enforce all applicable animal control laws and provide services in compliance with all applicable local, State, and federal laws, regulations, and policies, including adhering to mandatory reporting requirements. Contractor is a mandatory reporter and shall report all violations of abuse to the Missouri Department of Social Services, Children's Division and Department of Health and Senior Services. Contractor must provide services in accordance with the State of Missouri and City Animal Control ordinances, Chapter 215. Any changes in the Animal Control ordinances during the contract period may require the contract to be modified or otherwise amended to meet any new requirements or regulations. When requested, Contractor shall also share animal control services data, where possible and appropriate, with federal, State, and local agencies to help substantiate the link between animal cruelty, neglect, and abuse to violence towards humans, in accordance with local, State, and federal law.

Contractor shall provide the City with additional animal control services that include, but are not limited to, the following:

1. All Animal Control Officers are required to complete animal control enforcement training, issue citations, receive ongoing training and maintain proper education, experience, and/or certification. Contractor will be responsible for the costs of all fees and maintenance of associated records.
2. As determined by Contractor, if euthanasia is necessary for a sick or injured animal in the field, the euthanasia shall be conducted by trained personnel with necessary equipment.

3. Provide assistance to residents, local law enforcement, and fire agencies for animal evacuation needs, including sheltering and care, during emergencies or disasters.
4. In instances of imminent threat to human health and safety, ensure humane removal of wild and exotic animals on public or private property.
5. Contractor is responsible for the removal of dead animals in the public right of way except for deer and other larger animals.
6. Picking up, accepting, and caring for injured domestic animals that are strays.
7. Picking up and caring for domestic animals contained by citizens and found within City limits.
8. Addressing dangerous domestic and exotic animal situations.
9. Monitoring and responding to bites and enforcing rabies quarantine requirements.
10. Investigation and enforcement of dangerous dog complaints and activities associated therewith.
11. Investigating and resolving complaints, including issuing citations, regarding dog owners who violate the rules and regulations associated with off-leash dogs in areas not designated for that activity.
12. Providing educational opportunities to the public on proper care and on the rules and regulations in accordance with the local laws through webpage materials, applications, brochures, signs, and related media.
13. Contractor shall receive and respond to calls for animal control services within a reasonable time of receiving the call twenty-four (24) hours daily, seven (7) days per week, every day of the year including holidays ("Service Hours"). Contractor will have and Animal Control Officer on duty during normal hours of business Monday through Friday 8:00 AM through 5:00 PM and Saturday 8:00 AM through 5:00 PM. Calls for service outside the normal hours will be handled at the discretion of the contractor unless deemed an emergency.
14. Contractor shall provide professional animal control services to be performed within City by trained Animal Control Officers during Service Hours.
15. Service Hours may be modified if requested by Contractor and agreed to by City.
16. Contractor shall provide all personnel, supplies, utilities, uniforms, and equipment to perform all animal control services and related activities.

17. Contractor will be required to respond to and correct any performance discrepancies noted within the time specified by the City Administrator or the City Administrator's designee.
18. Contractor must identify and report to City any potential conflicts of interest that arise in performance of this Contract.

D. CUSTOMER AND PUBLIC SERVICES.

Contractor is responsible for providing information and services that are easily available and accessible to the public that include, but are not limited to, the following:

1. Contractor shall maintain the capability to receive reports/requests/calls for service from the public via phone, email, and mail during Service Hours.
2. Animal Control Officers will be dispatched by priority to handle requests for service in a timely manner during Service Hours.
3. Contractor shall provide information to the public via telephone, website, and social media platforms, including content management and special public notifications of changes of services or emergencies.
4. Contractor shall treat residents respectfully and courteously at all times.
5. All complaints received by City regarding animal control services shall be forwarded to Contractor for a response and follow up to the resident and the City Administrator or the City Administrator's designee within twenty-four (24) hours.
6. Upon the request of City, Contractor shall attend neighborhood, community, and district meetings to address animal control concerns.
7. All records created in conjunctions with providing the services outlined shall be maintained according to City's Records Retention Schedule and will be subject to State of Missouri's Sunshine Law. Contractor will comply in providing records pursuant to an open records request submitted the City Clerk's Office.
8. Contractor shall coordinate with other local, State, and national agencies when needed.

E. ADMINISTRATIVE SERVICES.

The Contractor shall provide the following administrative services that include, but are not limited to, the following:

1. Ensure compliance with applicable laws regarding animal control at City owned property and public parks, working collaboratively with the City Administrator's Office, Police

Department, Parks & Recreation Department, or other agencies as requested by City.

2. Contractor shall provide Monday through Saturday a minimum of one Animal Control Officers to humanely and efficiently enforce all laws of the State of Missouri and City pertaining to animal control services, and to meet or exceed the animal control services performance and Industry Standards.
3. Contractor shall be responsible for all expenses associated with the services as described in this Scope of Work.
4. Contractor shall perform mandatory reporting and coordination with other local, State, and national agencies.
5. When there is reasonable belief of a person's or an animal's exposure to rabies, Contractor shall immediately notify City and in accordance with State and Counties requirements.
6. Reports.
 - a. Monthly Reports. Contractor shall prepare and submit monthly reports to City. The monthly reports shall provide the following information, or include a plan for providing the information to City if the data is not immediately available:
 - i. All administrative, municipal, and state citations processed.
 - ii. Animal control service activities including number and type of incidents or reports investigated. Animal control calls by type, impoundments by type and percentage of animals returned to owner.
 - iii. Number of animal bites reported.
7. Governmental Reports. Should City be required to furnish information to another governmental agency, Contractor agrees to provide the information in a timely manner so that City may meet such request.
8. Record Retention. All records and information required to be kept by Contractor pursuant to this agreement shall be kept according to City's record retention policy, unless required by law to be kept for a longer period.
9. Data Security. System(s) for data and records management must include sufficient measures to maintain confidentiality and data security.

F. LICENSES AND CREDENTIALS.

Contractor is responsible for maintaining and updating all State and locally required licensure. This includes credentials for staff requiring specialized training or credentials to complete all identified tasks identified within the Scope of Work for the duration of this Contract.

G. SERVICE PARTNERS.

Contractor shall maintain, at their discretion, agreements with affiliated service partners, to ensure that City's capacity and demand for services and care are met. Contractor shall meet and confer with City prior to terminating any agreement with any partner to ensure the services under this Contract are not negatively impacted. Contractor may explore and expand its network with qualified partners, whose missions align with City's and Contractor's goals and objectives for this Contract. If Contractor expands its network with qualified partners, Contractor will include updates to Contractor's service partner network with their monthly reports to City.

H. COORDINATION WITH EXISTING CITY DEPARTMENTS.

Contractor shall communicate and work with City departments when providing services under this Contract.

1. Animal Control Officers will report to the City Administrator's Office any visible property, housing violations, excessive trash and debris and any other blighting conditions as soon as practicable.
2. Parks. For operations within City parks and open space areas, Contractor will coordinate with the Parks & Recreation Department for animal control matters such as off leash dogs, stray animals, animal waste violations, restricted parks (for example parks that have limitation on when dogs may be present, leashed or not), and related matters.
3. Police Department. Contractor shall provide twenty-four (24) hours a day/seven (7) days a week dedicated contact number for the exclusive use of public safety agencies. Calls initiated by Contractor will be coordinated with PD when necessary. When contacting PD Contractor will provide PD dispatchers with the contact information (cell number) for the responder to coordinate response times with PD Officers.
4. Contractor shall coordinate with City on all media requests received.

I. CONTRACTOR'S PERSONNEL.

1. Contractor shall employ qualified personnel and staff to assist and carry out all duties and obligations of this Contract. Contractor will make employment opportunities public and encourage all skilled and experienced candidates to apply. Nothing in this section shall be interpreted to create an employee-employer relationship between City and Contractor's employees.
2. The number of Animal Control Officers staffed during the term of this Contract shall be a minimum of one to meet the requirements of this Contract. The Animal Control Officers shall be qualified under and capable of performing and enforcing the

provisions of City Code related to domestic animals.

3. Animal Control Officer and employees of Contractor shall not carry firearms in the performance of their duties under this Contract but may carry non-lethal weapons.
4. Contractor may provide animal control employees currently with City any applicable employment opportunities consistent with all applicable laws. City employees may choose to apply to work for Contractor.
5. Animal Control Officers shall prepare appropriate reports to include but not limited to Investigation Reports, Bite Reports, Cruelty Reports, and incident reports concerning violations, file such reports with the applicable authority when necessary, and stand ready and available to appear and to testify in a court or administrative hearing when called upon to do so concerning such violations.
6. Animal Control Officer must be knowledgeable on the ordinances in Chapter 215, understand of probable cause, and constitutional protections.
7. Animal Control Officer must respond to a call; document and collect the necessary evidence, photographs, and information needed to successfully prosecute animal related cases.
8. Animal Control Officers must sufficiently investigate both the report by the witness and/or victim as well as the statements or actions of the defendant when preparing and conducting investigations.
9. Animal Control Officer must be detail oriented; able to speak in court effectively and efficiently; proficient with spelling, grammar, and sentence structure; consistent and methodical; and have good social skills.
10. Contractor shall comply with personnel policies and procedure that conform to federal and State laws with respect to hiring and firing practices.

J. EMERGENCY/DISASTER RESPONSE.

1. Contractor shall provide support to City in the event of a declared emergency or an extraordinary event outside the normal course of business. An emergency is defined by City as any event, seen or unforeseen, which creates a dire operational impact, threatens health and safety, or is a catastrophic system failure. Contractor agrees to devise and share with City its emergency/extraordinary event response deployment plan specific to City's needs, and which shall adhere to City protocol that animal shelters and control services will be co-located with resident evacuation centers as well as include providing a 24 hour, seven days a week live contact information for use by City staff (telephone/text number and email address).
2. Contractor shall develop and subsequently maintain a Continuity of Operations Plan for the provision of animal services in the event of a natural disaster or other significant

unanticipated event that might otherwise disrupt services.

3. Contractor may invoice City for any costs and expenses, including staff overtime and equipment purchases and rentals, incurred by Contractor with respect to additional services provided by Contractor in connection with any disaster relief effort and which are eligible for reimbursement to Federal Emergency Management Agency (FEMA) Disaster Assistance, or any successor disaster assistance policy promulgated by FEMA. City shall promptly reimburse Contractor for such costs and expenses, provided City has received reimbursements from FEMA and that such reimbursements are consistent with federal law.

K. ATTENDANCE AT MEETINGS.

Contractor will provide appropriate staff for Committee and City Council meetings related to animal control ordinances. Contractor may be called upon to attend other meetings as required or requested by City.

L. MEDIA REQUESTS.

Contractor shall adhere to the City's media specifications and shall include the City's Communications Office on all media responses.

M. RELEASE OF INFORMATION.

1. All information gained by Contractor in performance of this Contract is the property of City and Contractor, shall be considered confidential, and shall not be released by Contractor without City's prior written authorization. Contractor and its officers shall coordinate the release of information with City Administrator's Office or designee to ensure that information pertinent to resident data or identification is not released as part of a request for public records.
2. Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, discovery request, court order, or subpoena from any party regarding this Contract and the work performed there under. Contractor fully agrees to work with City on such matters.

N. FIELD SERVICES.

To create a safe and humane by improving community services and efficiencies and to promote the safety and welfare of animals as well as the safety of residents from animals or animal-borne diseases., Contractor will execute field services in accordance with this mission and as outlined below. These services include but are not limited to:

1. Investigation and abatement of nuisance complaints pertaining to.
 - a. Domestic animals at large, excluding ear-tipped/community cats.
 - b. Confined: Stray animals that are held by residents for officers to pick up.

- c. Aggressive: Stray or owned animals roaming the streets, parks, public places attempting to cause harm to people.
 - d. Groups of stray dogs, or other animals, roaming the city.
2. Lost pets and owner contact: If a pet is found and the owner is identified through microchip license or other means, contractor will attempt to contact the owner, and an Animal Control Officer will attempt to return the pet to the owner prior to taking the pet to the shelter.
 3. Respond to, rescue, or impound animals that are reported sick or injured.
 4. Sick/injured: Pick-up of small wildlife that is reported sick or injured when found on private property.
 5. Inside living area: Respond to wildlife complaints and remove wildlife only from living quarters. Repeated calls to the same location that does not correct the problem from repeatedly occurring will be responded to at the Contractor's discretion.
 6. Trapped in living area: Relocating wildlife that has been trapped and setting up appropriate trapping devices to relocate wildlife when necessary.
 7. Animals in vehicle: Respond to reports of animals confined in a motor vehicle under weather conditions that may endanger the animal's life.
 8. Inadequate food/shelter/water: Respond to reports of animals that are not provided adequate food, water, and shelter that is clean, dry shaded and compatible with the condition, age, and species of the animal.
 9. Trapped: Respond to reports of trapped animals. No trapping of animals is permitted by residents except where allowed by City code.
 10. Quarantine: Order owners of animals involved in bite incidents to immediately place such animal in in-home quarantine or at a licensed veterinary office, or when necessary, the animal shelter, for rabies observation in strict compliance with Section 215 of the Code of Ordinances.

O. INSPECTIONS

Facilities that deal with or sell animals: Inspect and permit establishments or enterprises that handle or sell animals. These include but are not limited to pet shops, grooming shops, boarding kennels, animal exhibits, auctions, riding schools, stables, carriage horse services, catteries, kennels, sentry or guard dog services, animal trainers, or businesses keeping animals in stock for retail or wholesale trade; or any establishment performing one or more of the principal activities of such establishments.

P. EMERGENCY ASSISTANCE

Respond to and provide emergency assistance in the event an animal is reported to have instilled fear in an individual, is currently maintained in a manner that constitutes a public nuisance. Such instances include but are not limited to those in which an animal is maintained such that it obstructs or interferes with access to an outside utility meter, utility pole, or mailbox by any authorized employee of the utility or postal service.

Q. ENFORCEMENT

Enforce all provision of Chapter 215 of City ordinances including, but not limited to: issuing warnings, citations and tickets, impounding stray or rescued animals, obtaining warrants for the search and seizure of animals including animals involved in a bite incidents, animals kept in cruel and inhumane conditions, issuing summons for violations, educating the public on proper animal care and treatment, attending court and hearings to testify when necessary and transporting animals from the field to the Animal Control Facility, and conduct follow up inspections to ensure compliance.

R. INVESTIGATIONS

1. Contractor will be responsible for investigations and information gathering related to animal control services, violations, and permits. These services include but are not limited to:
 - a. Cruelty and Neglect as required by ordinance
 - b. Inspection of adequate care or abuse:
 - i. By City code, any owner, keeper or harbinger of an animal in this City, by the act of owning, keeping or harboring such animal, does authorize an animal control officer to enter the yard where such animal is kept, if the Director of Animal Services reasonably believes that the animal is kept in an unlawful, negligent, cruel, abusive or inhumane manner, and to examine such animal and to seize and impound such animal at the municipal animal shelter when, in the examiner's opinion, it is being kept in an unlawful, negligent, cruel, abusive or inhumane manner.
 - ii. If an animal control officer cannot view and observe the animal in plain sight, the owner, keeper or harbinger, upon request, must exhibit for inspection all animals which are not in plain sight but are on or inside the premises.
 - iii. Trapping or poisoning animals. Investigate instances of suspected trapping or poisoning of animals within the city.
 - iv. Animal fighting, dog fights, cock fights.
 - c. Animal Attack. Investigate instances of animal attacks (on people and animals) to identify dangerous and potentially dangerous animals.
 - d. Livestock complaints. Investigate complaints related to the keeping and maintaining of livestock.
 - e. Breeders.
 - f. Dangerous and vicious animal reports.
 - i. Investigate dangerous and potentially dangerous animals to gather sufficient

information with which the Director of Animal Services can determine whether an animal should be declared dangerous pursuant to City code.

- ii. Direct the euthanasia of a dangerous or vicious animal when declared dangerous and ordered by the final dispositive authority as set forth in the Code of Ordinances
- g. Bites. Investigate instances of animal bites to identify dangerous and potentially dangerous animals as well as follow-up on potential human exposure to rabies or other zoonotic diseases. Quarantine animals involved in biting a human as required by City Ordinance.
 - i. Investigate instances in which individuals keep or allow to be kept more animals than permitted under Chapter 14 unless the residence for such animals meets those exceptions listed in the Code.
 - ii. Investigate animal hoarding complaints.

S. ADMINISTRATIVE

1. Contractor shall handle all payroll for staff and Animal Control officers.
2. Contractor will maintain two administrative/animal care staff members to maintain all records, facilities, and animal welfare.
3. The contractor will obtain the required liability insurance for all staff members and provide the City with proof of insurance.
4. The contractor will provide animal control and shelter software.
5. The contractor will pay all expenses related to caring for animals in their control including basic veterinary care, emergency veterinary treatment and food. Any medical treatment required for stray animals that are later claimed will be billed to the owner. City will compensate Contractor for daily kennel fees for any animal that is required by the court to be held due to ongoing court hearing.

T. VEHICLE, EQUIPMENT and FACILITIES

1. The City shall provide full use of all animal control vehicles for the purpose of animal control services to the City of Blue Springs. The City will provide all need fuel and timely maintenance for the vehicles.
2. The City will provide full and unobstructed use and 24-hour access to the current animal control facilities.
3. The City will provide full access and use to all existing animal control equipment.
4. Authority will be given to Animal Control Officers of Contractor to issue general ordinance summonses to citizens who are in violation of animal and pet ordinances of the City of Blue Springs.

5. The City will provide full dispatching services to the Contractor and the necessary communications and technological equipment to handle this communication such as radios and mobile data terminals.
6. The City will provide body cameras for the use of the Animal Control Officers.

U. CONFLICT RESOLUTION

1. Any issues or concerns from either party will be directed to the liaisons from Contractor, and the Blue Springs Police Department. The liaisons will be identified at the beginning of each contract period and will work together to correct issues in a timely manner.
2. Meetings will be held as deemed necessary between the liaisons to discuss and review progress and/or concerns.

V. FEES

1. All fees charged to owners for redemption and kenneling, to medical treatment, will be collected and kept as payment to Contractor as restitution for services rendered.
2. All fines ordered by the Court involving animal control will be collected according to City of Blue Springs Code of Ordinances and Missouri State Law. Any restitution ordered by the Court will be collected by the City paid to Contractor.
3. Contractor will bill the City monthly for payment as outlined in the contract.

**CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM**

DATE SUBMITTED: March 15, 2021

CONTRACT NO. 2023-160

SUBMITTED BY: Bob Muenz

DEPARTMENT: Police

<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Discussion	<input type="checkbox"/> Economic Dev.	<input type="checkbox"/> Other

ISSUE/REQUEST

Adopt a Resolution approving a one-year contract with Pawportunities Inc. for Animal Control Services.

BACKGROUND/JUSTIFICATION

Staff is requesting approval of a contract with Pawportunities Inc. of Blue Springs to provide Animal Control Services. This contract in the amount of \$317,702.28 will be in effect until September 30, 2024. This contract includes an increase from the previous year to allow for increased costs and a history of the contract amounts is provided below.

Council Approval	Monthly Payment	Increase	% Increase
Resolution 06-2022	22,750.00		
Resolution 31-2022	23,432.50	682.50	3.00%
Resolution 20-2023	24,000.00	567.50	2.42%
FY 2023-24 Proposed	26,475.19	2,475.19	10.31%

Pawportunities Inc. has been providing personnel to perform animal control services such as responding to calls for service, boarding and releasing animals, education to the community and issue citations to municipal court for animal related ordinance violations.

Pawportunities will invoice the City \$26,475.19 per month for this service. The Police Department will continue to budget for this expense.

FINANCIAL IMPACT

Contractor:	Pawportunities Inc.
Amount of Request/ Contract:	\$317,702.28
Amount Budgeted:	\$350,000
Budget Year:	FY 2023-24
Funding Source/Account #:	100-20030-530100
Account Balance:	\$350,000 Date: 10/1/2023

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 3, 2023	September 30, 2024
Years and Months Contract in effect	Number of times renewable
1 year	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A
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ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Contract attached as Exhibit A

REVIEWED BY

Requesting Director: Bob Muenz	Budget: Lori Turner
Legal: Sarah E. Carnes	Interim City Administrator: Christine Cates

**SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Secretary of State:	<input checked="" type="checkbox"/>	
Certificate of Insurance:	<input checked="" type="checkbox"/>	
E-Verify Affidavits:	<input checked="" type="checkbox"/>	
E-Verify proof of enrollment:	<input checked="" type="checkbox"/>	
Bond:	<input type="checkbox"/>	N/A
Anti-Discrimination Against Israel Act Certification (contract over \$100,000)	<input checked="" type="checkbox"/>	

Wage Order, by reference	<input type="checkbox"/>	Wage Order Number:
IRS Form W-9:	<input checked="" type="checkbox"/>	
Bid/RFP/RFQ: (submit all)	<input type="checkbox"/>	N/A
Bid/RFP/RFQ Tabulation:	<input type="checkbox"/>	N/A
Bid Waiver: (less than three bids)	<input type="checkbox"/>	N/A
Contractor address and email:	<input checked="" type="checkbox"/>	Pawportunities 3200 NW Jefferson St. Blue Springs Mo 64014 jeff@pawportunities.com
Project Exemption Certificate needed:	<input type="checkbox"/>	N/A
Other:	<input type="checkbox"/>	N/A



John R. Ashcroft

Missouri Secretary of State

MISSOURI ONLINE BUSINESS FILING

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Nonprofit Corporation Details as of 9/12/2023

Required Field *

File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click FILE COPIES/CERTIFICATES.

[RETURN TO
SEARCH RESULTS](#)
[Create Filing](#)
[FILE
ONLINE](#)
[Articles of Amendment](#)
[ORDER COPIES/
CERTIFICATES](#)
[General Information](#)
[Filings](#)
[Principal Office Address](#)
[Contact\(s\)](#)

Name **Pawportunities, Inc.**

Principal Office Address **3200 NW Jefferson St
Blue Springs, MO 64015-7200**

Type **Nonprofit Corporation**

Charter No. **N000710735**

Domesticity **Domestic**

Home State **MO**

Registered Agent **Siems, Jeff
3200 NW Jefferson Street
Blue Springs, MO 64015**

Status **Good Standing**

Date Formed **1/30/2019**

Duration **Perpetual**

Report Due **8/31/2024**

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Hey there! I am an A.I.
chatbot, let's talk.



14164X GRECO JACOB
807 W MAIN ST STE B
BLUE SPRINGS, MO 64015

736084 36366 1 AB 0.537 PMIDS04X 093 036366

PROGRESSIVE
COMMERCIAL

City of Blue Springs, MO
1100 SW SMITH STREET
BLUE SPRINGS, MO 64015



Policy number: 962086602

Underwritten by:
Progressive Casualty Insurance Co
Insured:
Pawportunities, Inc.
September 21, 2023
Policy Period: Oct 7, 2022 - Oct 7, 2023

Mailing Address

Progressive Casualty Insurance Co
PO Box 94739
Cleveland, OH 44101

Additional insured endorsement

Name of Person or Organization

City of Blue Springs, MO
1100 SW Smith Street
Blue Springs, MO 64015

This endorsement modifies insurance provided under the commercial auto policy and any endorsements thereto affording liability coverage.

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with **you** that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page** and showing liability coverage.

Limit of Liability

Bodily Injury	Not applicable
Property Damage	Not applicable
Combined Liability	\$2,000,000 each accident

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 962086602

Issued to (Name of Insured): Pawportunities, Inc.

Effective date of endorsement: September 20, 2023 Policy expiration date: October 7, 2023

Form 1198 (07/16)

1-800-444-4487

For customer service, 24 hours a day,
7 days a week



Policy Number:

Date Entered: 09/26/2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greco Insurance Agency LLC 807 W Main Street Unit B Blue Springs, MO 64015	CONTACT NAME: Jake Greco	
	PHONE (A/C No, Ext): (816) 228-2886	FAX (A/C, No): (816) 229-5488
	E-MAIL ADDRESS: jgreco@farmersagent.com	
INSURED Pawportunities, Inc. 3200 NW Jefferson St Blue Springs, MO 64015	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nonprofits Insurance Alliance Group	
	INSURER B: Missouri Employers Mutual	
	INSURER C: Progressive	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		2023-68367	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		962086602	10/7/2022	10/7/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	3009603-00	3/16/2023	3/16/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Blue Springs is listed as an Additional Insured for the General Liability as well as Automobile Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Blue Springs 903 W Main St Blue Springs, MO 64015	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jake Greco

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Company ID Number: 1883390



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Pawportunities Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 1883390

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer Pawportunities Inc	
Name (Please Type or Print) Jeff Siems	Title
Signature Electronically Signed	Date 01/30/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/30/2023



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Pawportunities Inc
Company Facility Address	1228 NW Knox St Blue Springs, MO 64015
Company Alternate Address	3200 NW JEfferson st Blue Springs, MO 64015
County or Parish	JACKSON
Employer Identification Number	833845253
North American Industry Classification Systems Code	115
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MO

1

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Jeff Siems
Phone Number	8166228529
Fax	
Email	jsiems@bluespringsmarine.com



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This list represents the first 20 Program Administrators listed for this company.

Anti-Discrimination Against Israel Act Certification

If the contract is for \$100,000 or more, and the contractor company has 10 or more employees, pursuant to Section 34.600 RSMo, the contractor company certifies that:

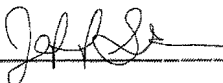
1. The company does not currently boycott Israel; and
2. Will not boycott Israel for the duration of the contract.

Pursuant to Section 34.600 RSMo, the following terms and phrases mean:

1. **"Boycott Israel" and "boycott of the State of Israel"**, engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

2. **"Company"**, any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

CONTRACTOR: Pawportunities Inc.

By: 

Name: Jeff Siems

Title: Board of Directors Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Greco Insurance Agency LLC 807 W Main Street Unit B Blue Springs, MO 64015	CONTACT NAME: Jake Greco	
		PHONE (A/C, No, Ext): (816) 228-2886	FAX (A/C, No): (816) 229-5488
		E-MAIL ADDRESS: jgreco@farmersagent.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Nonprofits Insurance Alliance Group	
		INSURER B: Missouri Employers Mutual	
		INSURER C: Progressive	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		2023-68367	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		962086602	10/7/2022	10/7/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>		2023-68367-UMB	10/09/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A	3009603-00	3/16/2023	3/16/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Blue Springs is listed as an Additional Insured for the General Liability, Umbrella Liability as well as Automobile Liability.

CERTIFICATE HOLDER **CANCELLATION**

City of Blue Springs 903 W Main St Blue Springs, MO 64015	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jake Greco