

COOPERATIVE AGREEMENT

THIS AGREEMENT, made by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the First Class of the State of Missouri, hereinafter referred to as "the County" and a Missouri not-for-profit corporation, **HAPPYBOTTOMS, 303 WEST 79TH STREET, KANSAS CITY, MO 64114**, hereinafter referred to as "Organization".

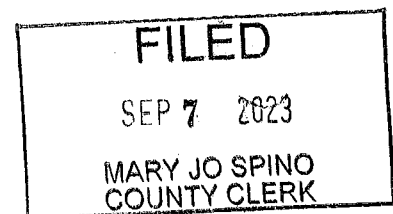
WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for Diaper Distribution Program; and,

WHEREAS, the County deems it to be in the best interest of its citizenry to support such programs and activities; and,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Organization respectively promise, covenant, and agree with each other as follows:

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **Services.** Organization shall provide services Diaper Distribution Program, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. The term of this contract is January 1, 2023, through December 31, 2023, and as such, all expenditures must occur within this period. The budget Organization submitted as part of Exhibit A is considered final and non-changeable.



2. **Terms Of Payment.** The County agrees to pay Organization the total amount of **\$20,000.00** in quarterly reimbursements up to **\$5,000.00**, Payments shall be made upon the County's receipt of the quarterly reports as set forth in paragraph 3 hereof. The final payment will not be processed until the Organization's annual program report has been completely reconciled. The County reserves the right to audit all invoices and to reject any invoice for good cause. The County retains the right to deduct from an invoice of Organization any overpayment made by the County on a prior invoice. The County retains the right to make invoice corrections/changes. The County will not reimburse sales tax expense.

3. **Reports/Other Documentation.** Within 30 days after the conclusion of each calendar quarter under this Agreement, Organization shall submit a quarterly report through the Outside Agency Portal along with proof of payment and receipt documentation that reconciles to the quarterly report, including cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, itemized credit card receipts and credit card statements showing proof of purchase and proof of payment and any other documents requested by the Department of Finance and Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. All payments will be processed within 30 days of receipt of invoice, if the invoice is complete and accurate. All payments will be detained until reports are received and accurate. Any reports that are incorrect will delay payment. The last quarter's report is due by January 31st, 2024 and shall include an annual report which shall summarize all of Organization's activities pursuant to this Agreement. Organization's failure to submit this annual report shall disqualify

Organization from future funding by the County. The final payment will not be processed until the Organization's annual program report has been completely reconciled. Organization must submit all quarterly reports in the format specified by the County regardless of whether activity took place in each quarter, before the next quarterly payment will be processed. Any quarterly reports that are incomplete or incorrect will delay payment. Any unspent funds under this Agreement not invoiced by Organization within 30 days from the expiration of this Agreement shall be forfeited and not be paid.

Organization must notify the County in writing on Organization's letterhead, within five working days of the following changes:

- a. Organization name, address, telephone number, administration, or board of directors
- b. Organization funding that will affect the program under this contract
- c. Liability insurance coverage
- d. Management or staff responsible for providing services pursuant to this contract. When a management or staff position responsible for providing services pursuant to this contract is vacated and when the position is subsequently filled, the following will apply i.) reimbursement for a vacated position will be suspended until it is filled, and ii.) if another person under this contract assumes the duties of the vacated position, the Organization will not be allowed to bill the County for both positions.
- e. Any proposed or actual merger or acquisition either taken by the Organization or toward the Organization

4. **Submission of Documents.** No payment shall be made under this Agreement unless Organization shall have submitted to the County's Department of Finance and Purchasing through the Jackson County Outside Agency: (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) Organization's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Organization's total budget for its most recent fiscal year; and (4) a detailed explanation of actual expenditures of the County's funds; (5)

audited financial statement for Organization's most-recent fiscal or calendar year, or a certified public accountant's program audit of the County's funds. Organization must be chartered in the State of Missouri, hold a certificate of good standing with annual registration through the Missouri Secretary of State and have received an exemption from Federal income taxes under Section 501c3 of the Internal Revenue Code. Any documents described herein which were submitted as a part of an application for funding need not be resubmitted to qualify for payment. Organization understands that no payment shall be made under this agreement until Organization's 2022 Outside Agency contract has been fully reconciled with the County's Department of Finance and Purchasing. No payment shall be made if Organization is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Organization and assessed by the County.

5. **Equal Opportunity.** Organization shall have a current Certificate of Compliance as required by the County Compliance Review Office. Organization shall maintain policies of employment as follows:

A. Organization and Organization's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Organization shall take affirmative action as set forth to ensure that applicants for employment and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited, to the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeship. Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

B. Organization and Organization's subcontractor(s) shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

6. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Organization assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Organization shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7. **Audit.** The parties agree that the County may, for any reason and at any given time, examine and audit the books and records of Organization pertaining to this Agreement. Further, Organization agrees to establish and adopt such accounting standards and forms as recommended by the County prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document expenditure of these funds may be changed from time to time by the County.

8. **Default.** If Organization shall default in the performance or observation of any covenant, term or condition herein contained to be performed by Organization, the County shall give Organization ten days written notice, setting forth the default. If said default shall continue and not be corrected by Organization within ten days after receipt of notice from the County, the County may, at its election, terminate this Agreement and withhold any payments not yet made to Organization. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.

9. **Appropriation of Funds.** Organization and the County recognize that the County intends to satisfy its financial obligation to Organization hereunder out of funds annually appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever for payment due hereunder, County shall immediately notify Organization of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

County further agrees:

A. That any funds authorized or appropriated for services rendered under this Agreement shall be applied to the payments hereunder until all such funds are exhausted.

B. That County will use its best efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in its annual budget, a request for adequate funds to meet its obligation under this Agreement in full.

10. **Conflict of Interest.** Organization warrants that no officer or employee of the County, whether elected or appointed, shall, in any manner whatsoever, be interested in or receive any benefit from the profits or emoluments of this Agreement.

11. **Severability.** If any covenant or other provision of this Agreement is invalid, or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect; and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

12. **Indemnification.** Organization shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct or omissions of Organization during the performance of this Agreement.

13. **Insurance.** Organization shall maintain the following insurance coverage during the term of this Agreement.

A. Organization shall maintain Commercial General Bodily Injury and Property Damage Liability insurance, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property

damage liability.

B. Organization shall maintain, if any motor vehicles are used in the performance of the Services, Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non-owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

C. Organization agrees to provide the County with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter, if required by the County. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the County in the event of cancellation, non-renewal, or reduction in limits by endorsement.

14. **Term.** The term of this Agreement shall commence January 1, 2023, and shall continue until December 31, 2023, unless sooner terminated pursuant to paragraph 8, 15, or 19 hereof. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by Organization as verified by the County's audit.

15. **Termination.** This Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days' written notice to the other party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or Organization may be entitled to

receive as provided in this Agreement, or be obligated to perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by Organization to the County within ten (10) days of the termination of this Agreement.

16. **Standard of Care.** Organization shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by professionals operating under similar circumstances.

17. **Financial Contact.** Organization shall designate a fiscal representative to act as a liaison between the parties to resolve any problems, complaints, or special circumstances encountered in the billing of the services agreed upon here.

Fiscal Representative

Department of Finance & Purchasing
415 E. 12th Street, Suite 100
Kansas City, MO 64106

HappyBottoms

Elizabeth Mayer

303 West 79th Street
Kansas City, MO 64114
(816) 519-0858

18. **Compliance Review.** The performance of this Agreement shall be subject to review by the County. The County Compliance Review Office and staff shall review this contract according to their responsibilities including site visits to any and all agencies. Organization agrees any display of hostile behavior, refusing and/or hindering a site review by any employee or staff member shall be grounds for suspension, termination or disqualification of this Agreement. The County warrants that all books, records, accounts, and any other documents in the possession of the County relating to this Agreement are public records open for inspection in accordance with Chapter 610, RSMo.

19. **Remedies For Breach.** Organization agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to do so constitutes a breach of this Agreement. In such event, Organization consents and agrees as follows:

A. The County may, without prior notice to Organization, immediately terminate this Agreement; and

B. The County shall be entitled to collect from Organization all payments made by the County to Organization for which Organization has not yet rendered services in accordance with this Agreement, and to collect the County's reasonable attorney's fees, court costs and service fees if it is necessary to bring action to recover such payments.

20. **Transfer And Assignment.** Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.

21. **Organization Identity.** If Organization is merged or purchased by another entity, the County reserves the right to terminate this Agreement. Organization shall immediately notify the county in the event it is merged or purchases by any other entity.


22. **Confidentiality.** Organization's records concerning the identities of those participating in its programs shall be strictly confidential; the County shall be entitled to examine said records in performing its audit and review functions, but shall not disclose said identities to any third party in any fashion.


23. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 7th day of September, 2023.

APPROVED AS TO FORM:


JACKSON COUNTY, MISSOURI

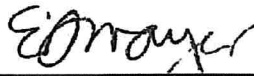

County Counselor

By 
Frank White, Jr.
County Executive

ATTEST:

HAPPYBOTTOMS


Mary Jo Spino
Clerk of the Legislature

By 
Elizabeth Mayer
Title Co-Executive Director
Federal Tax I.D. 27-2423540

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this Agreement is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of **\$20,000.00**, which is hereby authorized.

8-3-2023
Date


Director of Finance and Purchasing
Account No. 002-7772-56789

PC 777223001 000 ML

**2023 Jackson County Outside Agency Funding Proposal
HappyBottoms
HappyBottoms Diaper Distribution Program**

**EXHIBIT
A**

HappyBottoms
HappyBottoms Diaper Distribution Program
Jun 20, 2023
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HappyBottoms

303 West 79th Street
Kansas City, MO 64114
(855) 479-2867
www.happybottoms.org
fedtaxid: 27-2423540

Fiscal Year: January to December

GuideStar:

Mission: HappyBottoms collaborates with the community to empower, connect, and impact low income families by alleviating diaper need in the Kansas City community.

Executive Director

Co-Executive Director
Elizabeth Mayer
(855) 479-2867
elizabeth@happybottoms.org

Contact Person

Co-Executive Director
Elizabeth Mayer
(816) 519-0858
elizabeth@happybottoms.org

Check the Jackson County Legislative District and your At-Large District where your agency is located?

District 1: Yes

At-large District 3: Yes

2023 Jackson County Outside Agency Funding Proposal

HappyBottoms

HappyBottoms Diaper Distribution Program

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Agency Revenue Information

Funding Entity	Source Description	Goods	Services	Cash	TFY Actual	NFY Projected
State	Missouri Health Disparities Grant			X	\$55,106	\$26,897
Donations	Individual, corporate, grants, in-kind	X	X	X	\$1,697,364	\$1,237,600
Fundraisers	Diaper Bowl III (event)			X	\$297,000	\$295,000
United Way	2021-2022 grant			X	\$4,167	\$0
Outside Agency	Diaper Distribution Program			X	\$20,000	\$30,000

Please check if your agency has cash reserves:
What is the current balance? \$338,988

Community Infrastructure

Other organizations in the community that provide the same or similar services as your organization.

HappyBottoms is Kansas City's Diaper Bank; we are the only organization in the metropolitan area focused solely on obtaining and distributing diapers to families in need. Diapers are the number 1 requested item at social service agencies and 1 in 3 moms in Kansas City report needing access to this critical, basic item. By providing social services agencies the right-sized diapers to distribute to families, HappyBottoms is freeing up staff time and critical resources to focus on other important needs.

Compare your programs and results to others working in the same field.

Diaper need is a social determinant of health. Diapers are not covered by government safety net programs such as WIC, SNAP or Medicaid. 30% of low-income mothers feel diaper need is more stressful than food insecurity. Maternal stress and depression negatively impact a child's health and development and increase risk of physical and mental abuse and neglect. Children whose parents cannot afford diapers do not get quality sleep. The stress of attempting toilet training too early to avoid the cost of diapers can increase the potential for abuse.

List all partnerships you have with other organizations along with the nature of the partnership.

HappyBottoms currently partners with 66 agency and 7 hospital sites in the greater Kansas City metropolitan area. Of these, 44 agencies and 2 hospital sites (University Health Truman & University Health Lakewood) are located in Jackson County. A full list of HappyBottoms partner agencies is on our website, www.happybottoms.org

2023 Jackson County Outside Agency Funding Proposal

HappyBottoms

HappyBottoms Diaper Distribution Program

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HappyBottoms Diaper Distribution Program
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Date Program was Initiated: 2010

What time period does this program run: All Year

Provide program description: HappyBottoms distributed nearly 2.5 million diapers in 2022 through three programs, collectively called our Diaper Distribution Program: Ongoing Diaper Distribution- Provides a monthly supply of 50diapers or 30 training pants; Bundles of Joy- Provides mothers and their newborns a one-time distribution of 75 diapers through Kansas City hospitals, along with information about how to continue receiving diapers monthly; Potty Training Education- Helps families navigate the potty training stage & close the diaper need cycle. Families receive a potty seat, stepstool, curriculum booklet.

Describe the benefits of this program to Jackson County Missouri: Offering Jackson County parents the relief and peace of mind in knowing they can give their child enough right-sized diapers to stay healthy and dry benefits not only the family but the county and state as a whole. In Missouri parents miss an average of 4 days of work a month because they are not able to send their child to daycare or school with the required number of diapers. The resulting economic impact is that when parents are unable to work, particularly hourly wage earners, they do not get paid & have less income to purchase diapers.

Describe target population to be served: HappyBottoms provided right-sized diapers to 12,793 children (unduplicated count) age four and under in 2022. Of these, 4,204 lived in Kansas City and 1,154 lived in Eastern Jackson County (excluding Kansas City, MO). Based on the most recent Missouri Kids Count data, HappyBottoms is reaching 47% of the babies & toddlers eligible to receive diaper assistance in Jackson County. We know the need is great and to that end we are strategically working to expand our network of agency partners to reach the estimated 6,000 children also eligible.

What are the qualifications for participants: In general, any child age birth through 4 residing in our service area, living in a household with income less than 150% of Federal Poverty Level, qualifies for HappyBottoms programs. Children age birth through four who receive SNAP, WIC, TANF or Medicaid automatically qualify for our programs. We also serve families who are experiencing sudden financial setbacks like unemployment, eviction or other hardships.

Check if your services are available to anyone:

How do you maintain a database of participants: Custom client & inventory management program

Number of participants from Jackson County: 5358

Number of participants from Other Areas: 7435

Total Number of participants: 12793

Identify the community need for your organization's program and services in Jackson County.

By providing diapers, HappyBottoms proactively gives families access to other services that can help lift them out of poverty, such as child care, housing, job training, and lower mental and physical healthcare costs. Helping families with this basic item gives parents a much needed break so they can focus on providing their families with other necessities, for which there may not be assistance. As a diaper bank, HappyBottoms is able to purchase diapers in bulk, thereby maximizing the grant funding and community donations we receive.

2021 Jackson County Outside Agency Funding Proposal
HappyBottoms
HappyBottoms Diaper Distribution Program

HappyBottoms
HappyBottoms Diaper Distribution Program
Jun 20, 2023
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Outcomes

Outcome: HappyBottoms Diaper Distribution programs help low income families gain or stay employed and care for their children.

Portion of budget request supporting this objective:

Targets: 6000 clients, Age range:

What Jackson County Legislative Districts are served by this program:

Countywide: Yes

2023 Jackson County Outside Agency Funding Proposal
Budget as Awarded
HappyBottoms
HappyBottoms Diaper Distribution Program

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HappyBottoms Diaper Distribution Program
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Direct Program Support				
Name	Description	Total Expense ❶	Amount Awarded ❶	Percent
Program Contractual Services (Must indicate type, vendor and provide copy of contract terms)	2023 Warehouse rent	\$174,000	\$20,000	17%
				%
Direct Expense Totals		\$174,000	\$20,000	
Indirect/General Operating Support				
				%
Indirect Expense Totals				

Total 2023 Program Budget Award: \$20,000

Program sustainable without Jackson County Funding	No
Total Cost to Run Program WITHOUT Jackson County Funding	\$1,532,232
Cost/Participant	\$5.6
JACO Funding/Total Program Cost	01%

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, 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, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **HappyBottoms**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **HappyBottoms**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

ED Mayer
Authorized Representative's Signature
Co-Executive Director
Title

Elizabeth Mayer
Printed Name
Aug 9, 2023
Date

Subscribed and sworn before me this 9th day of August, 2023. I am commissioned as a notary public within the County of Johnson, State of Kansas, and my commission expires on 2/24/2025.

Brandon Minor Selig-Votaw
Signature of Notary

8/9/2023
Date

