

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, **HAPPY BOTTOMS 303 W. 79TH STREET, KANSAS CITY, MO 64114**, hereinafter referred to as “Organization”.

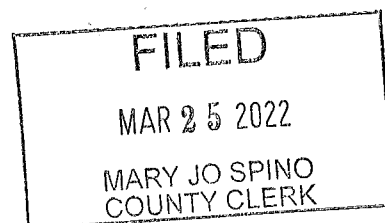
WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for Happy Bottoms Diaper Distribution and Education Programs; and,

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 Happy Bottoms Diaper Distribution and Education Programs, 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, 2022, through December 31, 2022, 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, 2023 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 Portal accessible on www.jacksongov.org/auditor: (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 2021 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 submit an Affirmative Action Plan or Equal Employment Opportunity statement 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

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 25th day of March, 2022.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI


County Counselor

By 
Frank White, Jr.
County Executive

ATTEST:

HAPPY BOTTOMS

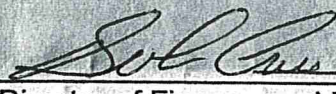

Mary Jo Spino
Clerk of the Legislature

By 
Title Happy Bottoms Revenue 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.

3-24-2022
Date


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

CT 777222001 MR

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 **Happy Bottoms** 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, **Happy Bottoms**, 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.)

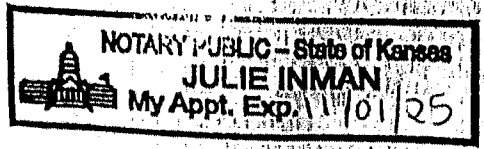
[Signature]
Authorized Representative's Signature
Executive Director
Title

[Signature]
Printed Name
3/4/2022
Date

Subscribed and sworn before me this 4 day of March, 2022. I am commissioned as a notary public within the County of Johnson, State of Kansas, and my commission expires on 11/01/2025.

[Signature]
Signature of Notary

3/4/2022
Date



2022 Jackson County Outside Agency Funding Proposal
HappyBottoms
HappyBottoms Diaper Distribution and Education Programs

HappyBottoms



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

Fiscal Year: January to January

GuideStar:

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

Executive Director

Executive Director
Jill Galkowski
(855) 479-2867
jill@happybottoms.org

Contact Person

Executive Director
Jill Galkowski
(855) 479-2867
jill@happybottoms.org

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

District 4: Yes

At-large District 3: Yes

2022 Jackson County Outside Agency Funding Proposal HappyBottoms HappyBottoms Diaper Distribution and Education Programs

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Agency Revenue Information

Funding Entity	Source Description	Goods	Services	Cash	TFY Actual	IFY Projected
Federal	US SBA PPP Funding (2020/2021 forgiven in 2021)			X	\$172,219	\$0
Donations	Individual, group, corporate, foundation			X	\$817,411	\$600,000
Fundraisers	Diaper bowl, other events			X	\$262,521	\$250,000
United Way	MOU for services in Northeast neighborhood			X	\$25,000	\$25,000
Other	Program revenue, in-kind revenue			X	\$141,692	\$355,000
Outside Agency	Diaper Distribution and Education Programs			X	\$20,000	\$20,000

Please check if your agency has cash reserves:
What is the current balance? \$582,000

Community Infrastructure

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

HappyBottoms is the only diaper bank or similar organization of its kind in the greater Kansas City metro area.

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

Diaper need, as a by-product of poverty, is directly connected to social determinants of health, and there is a direct link between diaper need and maternal and child health. Diaper dermatitis (diaper rash) results in 1,000,000 annual pediatric visits for children ages 0-4, and left untreated, can develop into more serious skin and systemic issues. A 2013 Pediatrics study reports that moms with diaper need are twice as likely to be depressed, and nearly 30% of low-income moms report that diaper need is even more stressful than food insecurity.

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

HappyBottoms has 41 partner agency sites that provide ongoing diaper distribution located in Jackson County, out of a total of 62 metro-wide. A complete list is on our website, www.happybottoms.org. Two of our four bundles of Joy hospital sites (Truman Hospital Hill and Truman Lakewood) are located in Jackson County. HappyBottoms introduced mass distribution services in 2020 in response to increased needs from the pandemic, and we currently have 12 Jackson County mass distribution locations.

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Date Program was Initiated: 2010

What time period does this program run: All Year

Provide program description: HappyBottoms serves the six-county Kansas City metro area with our diaper distribution and education programs. In 2020, 51% of children served lived in Jackson County. HappyBottoms' ongoing agency diaper distribution program provides children ages 0-3 with 50 diapers or 30 training pants per month. Bundles of Joy provides 75 diapers to newborns at 4 hospital sites. Our Potty Training Education program provides readiness screening, video curriculum, and potty kit to help families safely navigate the toilet training stage.

Describe the benefits of this program to Jackson County Missouri: HappyBottoms provided diapers and access to other services to over 6,100 Jackson County children in 2020. We provided 56 families in 2020 and 180 YTD in 2021 with potty training education. Due to increased demand from the pandemic, we expanded programming in 2020 to include mass distribution events, direct warehouse distribution, and home diaper delivery. We expect to reach 7,000 Jackson County children with diapers and 200 families with potty training education in 2021.

Describe target population to be served: HappyBottoms' target population is low-income Kansas City metro children (Jackson/Clay/Cass/Platte, MO; Johnson/Wyandotte, KS) who need diaper assistance. Service data from 2020 show 45% of Jackson County children served were Black, 20% Hispanic, 17% White, 9% multi-racial, 2% Asian, and 6% reported in 2020, 51% of Jackson County children served received SNAP, 44% WIC, and 11% housing assistance. 91% of children served were enrolled in Medicaid.

What are the qualifications for participants: In general, any child 0-3 in our service area living in a household with income less than 150% of Federal Poverty Level qualifies for HappyBottoms' services. Children 0-3 who receive SNAP, WIC, TANF, or Medicaid automatically qualify for our programs. We also serve families who are experiencing financial impacts from the pandemic like unemployment, eviction, and other hardships.

Check if your services are available to anyone:

How do you maintain a database of participants: HappyBottoms portal

Number of participants from Jackson County: 6106

Number of participants from Other Areas: 5908

Total Number of participants: 12014

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

US Census and Kids Count poverty data indicates nearly 23,000 children in HappyBottoms' service area, and nearly 10,000 Jackson County children, needed help with diapers even before the pandemic. Continuing economic effects of the pandemic and loss of government supports have increased community need significantly. Diapers are not covered by any government safety net program and can absorb 10% or more of household budgets of the neediest families we serve.

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HappyBottoms Diaper Distribution and Education Programs

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Outcomes

Outcome: HappyBottoms diaper distribution will help alleviate the effects of poverty for Jackson County families.
Portion of budget request supporting this objective:
Targets: 7250 clients, Age range:

Outcome: Our potty training education program will help Jackson County families end the diaper need cycle with curriculum/kit.
Portion of budget request supporting this objective:
Targets: 250 clients, Age range:

What Jackson County Legislative Districts are served by this program:

Countywide: Yes

**2022 Jackson County Outside Agency Funding Proposal
Budget as Awarded
HappyBottoms
HappyBottoms Diaper Distribution and Education Programs**

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Direct Program Support				
Name	Description	Total Expense \$	Amount Awarded \$	Percent
Direct Expense Totals				
Indirect/General Operating Support				
Organization Contractual Services (Must Indicate type, vendor and provide copy of contract terms)	2022 Warehouse Rent	\$127,416	\$20,000	16%
Indirect Expense Totals				
		\$127,416	\$20,000	%

Total 2022 Program Budget Award: \$20,000

Program sustainable without Jackson County Funding	No
Total Cost to Run Program WITHOUT Jackson County Funding	\$1,488,204
Cost/Participant	\$3.28
JACO Funding/Total Program Cost	%