



2018 Healthy Bottoms Partnership Agreement

THIS AGREEMENT is entered into on the date of the last signatory noted below (the "Effective Date"), between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Healthy Bottoms Diaper Bank.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

The following are the terms and conditions for participation in Healthy Bottoms Diaper Bank. Healthy Bottoms Diaper Bank is a diaper bank incorporated in the State of Missouri.

1. The recipient agency certifies that it is a nonprofit 501(c)(3) agency, a religious organization in good standing, or other governmental agency providing social services to families in need.
2. As a participant in the Healthy Bottoms Diaper Bank distribution program, the recipient agency will provide diapers to its clients in a conscientious manner. The recipient agency may not sell, trade or barter items obtained from Healthy Bottoms Diaper Bank, nor may those items be used for fundraising, auctions or raffles. Items will be used to provide services to the clients of the recipient agency. The recipient agency agrees to make every effort to avoid duplication of services and to avoid providing diapers to clients who will sell, trade or barter with the diapers. The recipient agency is expected to explain to clients that they are limited to receiving fifty (50) diapers or thirty (30) pull ups/training pants per child per month from Healthy Bottoms Diaper Bank. Deliberately attempting to receive more than the monthly limit, or attempting to receive diapers from more than one Healthy Bottoms Diaper Bank recipient agency in any given month may result in the client being refused service in the program.
3. Diapers from Healthy Bottoms Diaper Bank are to be used as one part in a broader effort by the recipient organization to assist individuals in need. The recipient agency therefore will not distribute diapers to individuals or families without providing some level of case management to the individual or family so they can work towards self-sufficiency for the long-term.
4. The recipient agency acknowledges that Healthy Bottoms Diaper Bank receives diapers donated by others; that Healthy Bottoms often receives donations of loose diapers or opened packages of diapers; that Healthy Bottoms may purchase diapers; and

that Healthy Bottoms is donating diapers to the recipient agency as a means to assist in distribution efforts. Although Healthy Bottoms believes, to its best knowledge, that these diapers are safe, Healthy Bottoms Diaper Bank has not inspected these diapers for safety or other matters. It is the responsibility of agency personnel to inspect the diapers they provide to their clients.

5. The recipient agency will pick up its diapers at the facility in which they are stored, or an agreed upon location.

6. The recipient agency will not discriminate on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, or marital or family status.

7. The recipient agency will not refer any individual clients to call or visit a Healthy Bottoms Diaper Bank location. It will be the responsibility of the recipient agency to ensure its entire staff is aware of this provision.

8. The term of this Agreement shall commence as of the date of the last signatory to this Agreement, and shall continue for one (1) year from the date thereof, unless the parties otherwise mutually agree in writing to terminate this Agreement. Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice. If a party chooses to terminate this Agreement, all rights and obligations under this Agreement shall continue until notice period of such termination expires.

9. The recipient agency will ensure that a Client Application form is completed on each child by the parent or guardian. The application is attached to this form for your review. The data from this application will be entered into Healthy Bottoms Diaper Bank database for each partner agency.

10. Healthy Bottoms Diaper Bank will make every effort to satisfy your diaper needs as requested but may not have the ability to meet all demands. Healthy Bottoms reserves the right to refuse any application for donations.

11. Recipient agency agrees to complete no less than two activities from the Collaborative Partnership Agreement during the course of the year, and to acknowledge Healthy Bottoms Diaper Bank as a supplier of diapers for your organization.

12. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:
City of Columbia
Law Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: City Counselor

If to Healthy Bottoms Diaper Bank:
c/o Registered Agent Melissa Miller
2400 Lloyd Court
Columbia, Missouri 65203

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

13. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

14. Recipient Agencies hereby forever release and discharge Healthy Bottoms Diaper Bank, its officers, directors, and /or employees from any and all claims for any known, unknown or future damages, because of the quality or safety of the product.

15. To the extent allowed by law and without waiving sovereign immunity, the recipient agency will defend, indemnify and hold Healthy Bottoms Diaper Bank, their affiliated agencies, officers, directors, contractors, agents, and employees harmless from any and all liability, loss, damages or expenses from all claims, demands, and actions (including but not limited to reasonable attorney's fees) out of or in connection with the use or handling of these diapers by the recipient agency, its employees, its clients, or anyone to whom it supplies the diapers.

16. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

17. The Parties shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

18. In no event shall the language of this agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

19. This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Collaborative Partnership List
B	Client Application

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

20. All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

21. This Agreement represents the entire and integrated Agreement between Healthy Bottoms Diaper Bank and the City. All previous or contemporaneous agreements, representations, promises and conditions relating to the diaper bank program described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement in triplicate the day and the year of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

I certify on behalf of Healthy Bottoms Diaper Bank to honor the terms of this Agreement as relates to Healthy Bottoms policies, procedures, and actions.



Executive Director, Healthy Bottoms Diaper Bank



Date



Collaborative Partnership

Each recipient organization is to choose a minimum of two of the items below to be completed during the next 12 months. It is the partner agency's responsibility to inform Healthy Bottoms Diaper Bank when these items have been completed.

- Host a diaper drive for Healthy Bottoms Diaper Bank through your agency.
 - Include an article about Healthy Bottoms Diaper Bank in your agency's newsletter at least once during the coming year, encouraging your supporters to donate diapers.
 - Send an email with information about Healthy Bottoms Diaper Bank to your supporters.
 - Collaborate with Healthy Bottoms Diaper Bank on grants and fundraising.
 - Work with Healthy Bottoms Diaper Bank to have a member of your staff or a recipient of diapers provides a testimonial relating to the services received from the diaper bank. (Healthy Bottoms Diaper Bank agrees to protect the confidentiality of the recipient, if requested).
 - Provide a meaningful financial contribution.
 - Additional ideas for collaborative partnership:
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Healthy Bottoms Diaper Bank Client Application

Child Receiving Diapers

Child's Name: _____
Last First Middle Initial

Address: _____
Street Address

City State Zip Code

Birth Date: _____

Family Information

Parent/Guardian
Name: _____
Last First Middle Initial

Address: _____
Street Address

City State Zip Code

I hereby acknowledge that I am requesting and accepting diapers provided, free of any charge, by Healthy Bottoms Diaper Bank. I understand that my participation is completely voluntary and waive any and all claims for injuries sustained arising out of my participation in this program by either myself or my minor child. This waiver shall include, but not be limited to, any defects related to the quality or safety of diapers received through my participation in the program and which Healthy Bottoms Diaper Bank has received as either direct donations of diapers or purchased by and through Healthy Bottoms Diaper Bank.

Parent/Guardian: _____ Date: _____