

## **CITY OF OLATHE PRICE AGREEMENT**

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Alliance Workforce, Inc., hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs temporary staffing services, and contracts with Vendor to supply the goods or services described in **Exhibit A**, as needed and as requested by City.

**1. PRICE AGREEMENT, ORDERS, AND TERM.** City agrees to pay Vendor at the prices listed in **Exhibit A** to supply the goods or services described in **Exhibit A**, as needed and as requested by City. City will have no financial obligation under this Agreement until an order has been placed. Any order placed under this Agreement remains subject to any applicable procurement policies of City, including approval by the appropriate authority based on the dollar amount of the order. Any order placed pursuant to this Agreement is subject to all terms and provisions of this Agreement. This contract will be a three (3)-year contract with the option to renew for up to two (2) additional one (1)-year periods upon the written agreement of both parties. The parties may agree to update the price list in Exhibit A to adjust pricing without any other amendment of this agreement, provided that the updated price list: a) is in writing and references this agreement; b) contains an effective date; c) is signed by both parties.

**2. ADDITIONAL SERVICES.** Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.

**3. BILLING.** Vendor may bill City monthly for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses. City agrees to pay Vendor within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy. The bill must be mailed to the attention of Account Payable, City of Olathe, PO Box 768, Olathe, KS 66051-0768 or emailed to [apolathe@olatheks.org](mailto:apolathe@olatheks.org). The bill must indicate it is for work or expenses under this Agreement (include Agreement date for identification).

**4. PAYMENT.** If City becomes credibly informed that any representations of Vendor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future due to Vendor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction.

**5. STANDARD OF CARE.** Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard, Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor's negligence.

**6. TERMINATION FOR CONVENIENCE.** City may terminate this Agreement for convenience by providing fifteen (15) days' written notice to Vendor. City will compensate Vendor for all work completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.

**7. TERMINATION FOR LACK OF FUNDS.** If, for whatever reason, adequate funding is not

made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement. In such event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds.

**8. DISPUTE RESOLUTION.** The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.

**9. SUBCONTRACTING.** Vendor may not subcontract or assign any of the work to be performed under this Agreement without first obtaining the written approval of City. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 11 (Insurance)**.

**10. OWNERSHIP OF DOCUMENTS.** All final documents provided to City as part of the work provided under this Agreement, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.

**11. INSURANCE.** Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**. Vendor will provide certificates of insurance and renewals thereof on forms acceptable to City and in the manner specified in **Exhibit B**.

**12. INDEMNIFICATION AND HOLD HARMLESS.** For purposes of this Agreement, subject to the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. City does not indemnify Vendor.

**13. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT PERFORMANCE.** Any attempt to limit liability for breach of contract or negligent performance to the amount of the payment to Vendor by City is void. Any attempt to limit Vendor's liability to City for consequential, exemplary, or punitive damages, or any other measure of damages permitted by law, in any action against Vendor for breach of contract is void.

**14. KANSAS ACT AGAINST DISCRIMINATION.** *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:

- a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
- c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;
- d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
- e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

**15. KANSAS OPEN RECORDS ACT.** Vendor acknowledges that City is subject to the Kansas Open Records Act (K.S.A. 45-215, *et seq.*). City retains the final authority to determine whether it must disclose any document or other record under the Kansas Open Records Act and the manner in which such document or other record should be disclosed.

**16. ENTIRE AGREEMENT.** This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties. No form or document provided by Vendor after execution of this Agreement will modify this Agreement, even if signed by both Parties, unless it: 1) identifies the specific section number and section title of this Agreement that is being modified and 2) indicates the specific changes being made to the language contained in this Agreement.

**17. NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

**18. INDEPENDENT CONTRACTOR STATUS.** Vendor is an independent contractor and not an agent or employee of City.

**19. COMPLIANCE WITH LAWS.** Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

**20. FORCE MAJEURE CLAUSE.** Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe

weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

**21. APPLICABLE LAW, JURISDICTION, VENUE.** Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

**22. SEVERABILITY.** If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

**23. ORDER OF PRECEDENCE.** If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control.

*[The remainder of this page is intentionally left blank.]*

The Parties hereto have caused this Agreement to be executed this \_\_\_\_ day of

\_\_\_\_\_ 20\_\_\_\_.

**CITY OF OLATHE, KANSAS**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

Robert S. Gallimore  
City Attorney or Deputy/Assistant City Attorney

Alliance Workforce, Inc.

By: Johanna Zatar  
Johanna Zatar, President  
152 Central Avenue  
Kansas City, KS 66102



## Exhibit A Vendor's Proposal

### CLIENT SERVICES AGREEMENT

THE PARTIES ENTER INTO THIS AGREEMENT IN GOOD FAITH IN MUTUAL CONSENT AND CONSIDERATION FOR THE PURPOSE OF CONTRACTING TEMPORARY WORKERS THROUGH *Alliance Workforce Inc.* (Alliance), BY A CONTRACTEMPLOYEE (EMPLOYEE) OF *Alliance* TO PERFORM SERVICES AS NEEDED FOR THE CLIENT: **City Of Olathe**

1. **CONTRACTED EMPLOYEE** - The employee shall remain an employee of *Alliance* performing services as contracted between Alliance and client designated as skilled or unskilled. Unskilled labor is general labor which does not require trade knowledge, consistent use of power equipment or specialized tools or safety procedures that are beyond using hardhats, eye glasses, basic gloves, boots and foam particulate masks. Heights for general labor should not exceed four feet without fall safety training. Client agrees to provide training and notify Alliance prior that fall safety training is completed or needed. Heights six feet or more will require fall safety training and fall safety protection. Client agrees to provide training and notify Alliance prior that fall safety training and fall protection is completed or needed. Summary: GENERAL LABOR DOES NOT EXPOSE WORKERS TO HAZARDS BEYOND REASONABLE DAILY TASKS. SKILLED LABOR would be labor, which requires skills exceeding general labor. Client must report any performance concerns to Alliance within first 2 hours to determine if guarantee is warranted. Employee has a contract with *Alliance* establishing duties and policies.
2. **DUTIES & CONSIDERATION** - *Alliance* shall provide labor as needed to client based upon market conditions of supply and demand regarding labor. This agreement is not exclusive regarding other labor services or clients. There is a four hour minimum per employee. Client must provide a two hour cancelation notice during regular scheduled shifts and a four hour cancellation notice for overnight or early start shifts before 5:00 am so the worker can be cancelled in time and rerouted. The four hour minimum would not apply if contracted worker is cancelled on time. Contracted workers start time begins once arriving at client's facility, if it is off site from facility the start time begins at scheduled meeting time. Client shall complete a time sheet and PROVIDE A TOTAL OF ACTUAL HOURS WORKED with any break or lunch deductions notated. TIME SHEETS ARE USED AS A NON-NEGOTIABLE RECORD FOR PAYROLL and INVOICING. *Alliance* RESERVES THE RIGHT TO INTERPRET UNCLEAR ENTRIES, CORRECT ERRORS AND ESTIMATE TIME IN THE EVENT CLIENT FAILS TO PROVIDE A TIME SHEET IN A PRUDENT MANNER. Signed timesheets are due every Monday by noon. Invoices are due upon receipt with an 18% per annum for payments due more than 30 days of the dated invoice. In the event Client fails to pay any amount of money when it becomes due or otherwise violates the terms of this agreement, *Alliance* shall be entitled to receive, in addition to all other sums due, its costs and expenses incurred in enforcing this

agreement, including reasonable attorneys fees and expenses, whether or not a lawsuit is actually filed.

3. **COMPLIANCE AND RELATIONSHIP** - *Alliance's* agreed amount for services of labor shall be used to compensate employee, pay taxes, workman's comp. and liability insurance. Client shall have no liability to pay employee other than keep true and accurate time sheets provided by *Alliance*. All State and Federal laws are to be followed when scheduling employees for overtime. Time and a half after a 40 hour work week. Client and *Alliance* shall abide by all wage and hour labor laws. In the event one party fails to obey a law, the other party, who is not in violation, shall be held harmless. *Alliance* shall be reimbursed for all legal fees pertaining to client's violations to laws/regulations. Both parties shall provide equal opportunity to contracted employee (s). No party or employee can create an obligation for the other beyond this. **SAFETY IS PRIMARY. CLIENT SHALL MEET OSHA STANDARDS AND PROVIDE A SAFE ENVIRONMENT.** Client shall provide *Alliance* with access to jobsite for Hazard walk thru and inspections. Client shall include *Alliance* in any and all training and safety training when offered. Client and *Alliance* will keep log of all safety training completed. **The overall safety and task performance are under control of client.** Client shall be responsible for on the job training and first day safety training. Client will notify *Alliance* if training cannot be arranged by start of employee's first day. *Alliance* makes no warranty as to the level of expertise of employees; however, onsite managers can assist with general oversight under control of client. agreement. Client will notify *Alliance* immediately concerning accidents, employees, work site, time sheets, equipment or supplies.
4. **TERMINATION AND SUMMARY** - This Client Services Agreement shall remain in force unless a position cannot be satisfactorily fulfilled, a provision of this agreement is not complied with by Client, or it creates a financial loss to *Alliance*. This agreement may be modified in writing signed by both parties. This agreement shall pass to successors in interest and supersedes other agreements between the parties. The parties, employees, agents, and this agreement are subject to the laws of the state of Kansas. The termination of this agreement by client or by *Alliance*, either on or before its expiration date, shall terminate client's privileges to use or employ *Alliance's* employees. The service agreement will be set for review by either party each year of the anniversary date. Client agrees that during the term of this agreement and for a period of six months following the completion or termination of this agreement, Client shall not use or employ, either directly or indirectly through another agency or affiliate, either as a laborer, consultant, or otherwise, any employee or former employee of *Alliance* who has performed work for client while on the payroll of *Alliance*. If Client uses or employs the employees or former employees of *Alliance* in violation of the provisions of this agreement, Client shall pay to *Alliance* in addition to all other amounts owed, the sum of \$2,500.00 for each employee or former employee used or employed in violation of this agreement. *Alliances* employees are prohibited from becoming employed by or providing services to Client, either directly or indirectly, other than through *Alliance*, for a period of six months following separation from employment with

*Alliance.* Client may have the option of buyout for a percentage based fee, this fee will be provided in writing with expiration date.

5. **ACA- Compliance-** If the contracted employee meets the 90 contract to hire, client wishes to extend contract terms, Client may be responsible for the ACA surge charge of 3% added on the weekly invoice when applicable.

**Scope:** Trash sanitation route, Street maintenance, Parks and Recreation, clerical

**WORK TRAINING:** jobsite training will take place on first day by your City of Olathe. Site Supervisor:

**SAFETY TRAINING ON JOBSITE:** Safety training is conducted by City of Olathe first day.

**FALL SAFETY:** NO heights four or six feet without guard rails or safety harness- Safety training provided on site.

**CHEMICALS/GAS/PROPANE USE:** WILL NOT BE WORKING WITH CHEMICAL/GAS/PROPANE ON THE JOBSITE. IF they ARE ASKED TO USE ANY CHEMICAL, City of Olathe MUST provide TRAINING AND HAVE ACCESS TO AN SDS Sheet.

**Job Location:** Site varies

**Contact Person and phone number at Job Site:** dependent of site/department

**Break information:** : 30 min.

**Physical Requirements:** reliable, quality cleaning and good eye for detail. Clean appearance and hygiene.

Lift, push and pull minimum 25 pounds. Stepping and down all day.

**Screening /Education Requirements:** Sex Offender Background, Drug screen 4 panel

**SCHEDULE AND DURATION:** Typical work schedule is M-F 7:00 a.m.to Finish (mostly 3:30pm) but will be expected to finish

**OVERTIME:** Time and a half after 40 hour work week. Make notation for lunch. Signed timesheets are due every Monday by noon.

### **DRESS CODE**

**Uniform:** Jeans or long pants are must/Shirts with sleeves required - no shorts

### **PPE Gear Requirements:**

**PPE:**

**PPE provided by Alliance:** gloves /eyewear

**PPE Provided by Company Name:** City of Olathe Sanitation- vest

*Must wear all safety PPE- vest, glasses and gloves. WORKER MUST WEAR work close toes shoes at all times*

### **Temp-to-Hire and Conversion**

Our Temp-to-Hire solutions provide a trial period during which you can evaluate prospective Alliance Workforce Inc. employees in consideration for hire in a particular position. Temp-to-Hire allows you to observe an employee on assignment for 500 actual worked hours or 90 days. After 500 hours, you may hire the candidate without incurring a Conversion Fee. Conversion occurs when you hire an Alliance Workforce Inc. temporary employee before working 500 hours, whether or not the assignment was initially designated as a Temp-to-Hire position

Contract staffing services for departments (Sanitation, Maintenance and Parks & Recreation and all other contract help needed): 45% markup of pay rate designated by department manager and approved by purchasing office

Search and Supply of short-term temporary help and longer-term contract labor; temp-to-hire; all federal and state taxes and insurance paid; worker transportation included; pay rolling offered. Each location has a labor hall that welcomes workers daily, assuring a supply of qualified help on hand for last minute orders. Alliance provides account managers to assist with training, recruiting and new project needs

### **Contract Labor Pay rate schedule**

12/19/2025 to 12/19/2026

City sanitation workers:	17.50 per hour	45%
\$25.38		

Pay rolling services: 38% markup of pay rate designated by department manager and approved by purchasing office (includes all departments- maintenance, parks & recreation) This cost increase is due to insurance cost increases across the board

We will payroll customer-referred resources on a contingent basis, with Alliance Workforce as their employer of record. This maintains proper employer-employee relationships, while relieving customers of administrative burdens and helping protect them from potential co-employment concerns. Also, a pay rolled Tomahawk employee can be converted to a direct customer employee at any time, with no conversion fee.

Any new pay rates requested by supervisors have to be approved by purchasing department. If approved the new pay rate can be added to the schedule below multiplied by the markup % to determine new bill rate.

**Pay rolling and recruiting rates**

Street Maintenance/park /water \$25.38	17.50 per hour	45%
Street Maintenance/traffic \$25.38	17.50 per hour	45%
Street Maintenance (payrolling) \$0.00	0.00 per hour	38%
Park & Recreation (payrolling) \$0.00	0.00 per hour	38%

These hourly rates will cover recruiting with client requirements, payroll and liabilities, and insurance. We will provide an assigned Account Manager and Branch Manager available for your account with an afterhours contact number and emergency procedures.

**CERTIFY** - Agents of both parties signed below attest that all information given is true and correct and provided in good faith.

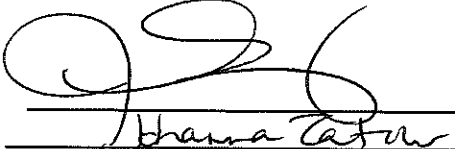
_____	
_____	
Client Signature	Printed Name:
Date	
	
_____	8/19/2025
Alliance Representative	Printed Name:
Date	

Exhibit B

**CITY OF OLATHE INSURANCE REQUIREMENTS**

These requirements apply to the vendor or contractor ("Vendor") entering into an Agreement with the City of Olathe ("City").

**A. Insurance.** Secure and maintain for the term of the Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

**Limits:** Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Auto Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits.

**Limits:** All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000.

Notwithstanding the foregoing, if Vendor does not own any automobiles, then Vendor must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Vendor against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

**Limits:** \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability (if applicable): **Unless excused by the Agreement with the City**, Vendor must maintain for the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

**Limits:** Each Claim: \$1,000,000; General Aggregate: \$1,000,000.

5. Cyber Insurance (if applicable): **IF** accessing the City's network or City's data, **THEN** maintain the following coverages throughout for the term of this

Agreement and for a period of three (3) years after the termination of this Agreement: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

**Limits:** Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000.

- B. Exposure Limits.** Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Vendor.
- C. Costs.** Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Vendor.
- D. Verification of Coverage**
1. Must provide certificate of insurance on ISO form or equivalent including all requirements listed herein. City uses the myCOI platform for submission and review of certificates of insurance and related documentation. Vendor must provide any information needed to register on the platform and submit certificates of insurance and related documentation through the platform.
  2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
  3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
  4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.
- E. Cancellation.** No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.
- F. Subcontractor's Insurance:** If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; **OR** require each subcontractor not so covered to meet the standards stated herein.