



SERVICE AGREEMENT

This agreement (hereinafter referred to as "Agreement") between Hunt Professional Recruiting LLC (hereinafter referred to as "Company"), headquartered at 5428 Highway 28 West, Adair, OK 74330, and City of Broken Arrow (hereinafter referred to as "Client"), located at 220 S 1st St, Broken Arrow, OK 74012 to provide Direct Hire recruiting solutions.

1. Direct Placement Terms

- 1.1. This Agreement applies to direct-hire recruitment services for positions specifically authorized in writing by the Client. Company shall not be entitled to any placement fee unless the Client has authorized Company in writing to recruit for the specific position before Company submits the candidate. Written authorization may be provided by the City Manager, Human Resources Director, or other authorized representative of the Client.
- 1.2. Company may provide general market information or identify potential candidates; however, no fee shall be owed for any candidate submitted for a position that has not been specifically authorized in writing by the Client. The Client shall have no obligation to pay any fee for unsolicited candidates, general referrals, market discussions, or candidates submitted outside the scope of an authorized recruitment.
- 1.3. For any position requiring a professional license, certification, credential, or other minimum qualification, Company shall make reasonable efforts to submit only candidates who meet the requirements identified by the Client. Company shall not represent that a candidate satisfies any licensure, certification, ethical, conflict, or professional qualification requirement unless Company has a reasonable basis for that representation. Final verification of qualifications shall remain with the Client.
- 1.4. For each candidate hired by the Client for an authorized position as a result of Company's recruitment services, Company shall be due a placement fee equal to twenty percent (20%) of the placed employee's first year's base salary, unless a different fee is approved in writing by the Client for a specific recruitment. For purposes of calculating any placement fee, "base salary" means the candidate's annualized regular wages or salary approved by the Client for the position. Base salary shall not include benefits, insurance, retirement contributions, allowances, bonuses, incentives, leave payouts, phone allowances, overtime, or any other form of compensation or benefit.
- 1.5. The Client retains sole discretion and final authority over all hiring decisions. Nothing in this Agreement shall require the Client to interview, select, hire, or continue employing any candidate submitted by Company. Any candidate's employment shall be subject to the Client's normal hiring process, including interviews, background checks, budgetary approval, and all other applicable Client requirements.
- 1.6. Company shall not make any representation, promise, or commitment on behalf of the Client regarding employment, compensation, benefits, relocation, job duties, reporting structure, work schedule, hiring authority, start date, or other terms or conditions of employment unless expressly authorized by the Client in writing. All offers of employment shall be made only by the Client.
- 1.7. No additional fees, expenses, administrative charges, advertising costs, travel costs, or other amounts shall be owed by the Client unless approved in advance in writing by the Client.



- 1.8. Client will be invoiced upon the placed employee's first day of employment. Invoices are due and payable to Company within thirty (30) days of the employee's first day of employment.
- 1.9. In the event that a placed employee leaves the employment of the Client within the first sixty (60) days from the date of hire, for any reason other than Client-initiated layoff, restructuring, or elimination of the position, Company will work to find a suitable replacement for the same authorized position free of additional charge (the "Guarantee") within a reasonable amount of time. This Guarantee is contingent on payment being received under Section 1.4 of this Agreement. If no replacement is hired within ninety (90) days after notice from the Client, the Client shall receive a refund or credit of the placement fee.

2. Other Terms

- 2.1. Client agrees that if a candidate submitted to Client by Company is hired either directly or indirectly within twelve (12) months from the last discussion concerning such candidate it would be a result of Company's efforts on behalf of Client and Client agrees to pay to Company the amount identified above in Section 1.4 of this Agreement. A candidate shall not be considered "submitted" unless Company provides the Client with the candidate's name, resume or professional summary, contact information, and written identification of the specific position for which the candidate is being submitted. General discussions, market information, informal referrals, or unidentified candidate descriptions shall not constitute submission of a candidate. Company shall not be entitled to any fee for a candidate who was previously known to the Client, previously applied to the City, was already under consideration by the Client, was referred to the Client by another source, independently contacted the Client, or was identified by the Client through its own recruitment efforts before Company's written submission.
- 2.2. The parties affirm and agree that they are equal employment opportunity employers and are in full compliance with all applicable anti-discrimination laws, rules, and regulations. The parties agree not to harass, discriminate against, or retaliate against any employee of the other because of race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall any party cause or request the other party to engage in such discrimination, harassment, or retaliation.
- 2.3. Neither this Agreement nor the services to be provided hereunder shall be construed to create any relationship of employment, agency, partnership, or joint venture between the parties.
- 2.4. This Agreement may not be amended, except by writing or an additional Addendum executed between Company and the Client.
- 2.5. This Agreement sets forth the entire agreement of the parties and supersedes all other oral or written agreements between the parties.
- 2.6. This Agreement and services rendered with regard to the Agreement shall be deemed to have been entered into and performed at Company's headquarters in the State of Oklahoma, and all questions concerning the validity, interpretation, or performance of any of its terms or provisions, or any rights, or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of Oklahoma. Venue for any action arising out of this Agreement shall lie exclusively in a court of competent jurisdiction in Tulsa County.



- 2.7. This Agreement will terminate upon written notice by either party. Upon termination, Company shall stop recruiting for the Client unless otherwise directed in writing. After termination, Company shall be entitled to a placement fee only for candidates properly submitted in writing before the effective date of termination for a position authorized by the Client for that authorized position within six (6) months after the candidate's original written submission. No fee shall be owed for candidates submitted after termination unless the Client gives prior written authorization.
- 2.8. Company acknowledges that the Client is a public body subject to the Oklahoma Open Records Act. No provision of this Agreement shall require the Client to withhold, restrict, or treat as confidential any record that is subject to disclosure under applicable law. The Client retains sole discretion to determine whether any record may or must be withheld, redacted, or disclosed.
- 2.9. The Client's obligations under this Agreement are subject to the availability and appropriation of funds. Nothing herein shall be construed to create a debt of the Client in violation of Oklahoma law.
- 2.10. Nothing in this Agreement shall be construed as a waiver of any defense, immunity, limitation of liability, notice requirement, or protection available to the Client under the Oklahoma Governmental Tort Claims Act or other applicable law.
- 2.11. Company is an independent contractor and is not an employee, agent, partner, joint venturer, or representative of the Client. Company has no authority to bind the Client or make commitments on behalf of the Client.
- 2.12. This Agreement is non-exclusive. The Client may recruit candidates independently and may use other recruiters, job postings, referrals, internal processes, or other hiring methods without obligation to Company, except as expressly provided for candidates properly submitted by Company under this Agreement.
- 2.13. Company shall not assign, transfer, subcontract, or delegate any rights or obligations under this Agreement without the Client's prior written consent. Any attempted assignment without the Client's prior written consent shall be void.

Thank you for your trust and business.

Sincerely,

Andrea (Andi) Hunt
Owner/Executive Recruiter
Hunt Professional Recruiting LLC 5/6/2026



Agreed and Accepted:

Michael Spurgeon
City Manager
City of Broken Arrow
05/6/2026
Attest:

City Clerk [Seal]

Approved as to Form

Assistant City Attorney