



City of Broken Arrow
220 S. 1st St.
Broken Arrow, OK 74012

Thank you for engaging Archon Resources to serve your professional staffing needs. We recruit and refer candidates who are qualified for the positions you seek to fill without regard for race, color, religion, sex, national origin, age, disability, veteran status, or other legally protected characteristics. Archon offers contract, contract-to-hire, and direct hire options on the following terms and conditions. The Agreement below is entered into between **City of Broken Arrow** (“Client”) and Archon Resources, LLC (“Archon”) as of 05/05/2026.

Contract Employees:

Upon request, Archon will assign its qualified employees to work temporarily for Client. Archon will be responsible for all wages, withholdings, benefits, and applicable workers’ compensation and unemployment insurance of its employees assigned to work for Client. Archon will submit weekly invoices for all contract employees. Payment is due upon receipt of invoice. If a contract employee does not work out for any reason during the first 40 hours, we will attempt to provide a replacement and will not charge for the time worked within the first five days. A contract employee may be converted to an employee or contractor of Client or engaged through another firm subject to payment of the conversion fee specified below. Any contract employee will remain under this agreement for 6 months after completion of their contract. Any employment during that time must be facilitated through Archon or subject to the conversion fee specified below.

Contract-to-Hire Conversions:

Client shall pay Archon the conversion fee set forth below, which is a percentage of the employee’s annual salary with Client based on the hours worked for Client on the current assignment. Only hours worked on the current assignment will be applicable to the conversion fee. The conversion fee is due upon conversion date.

<i>IT/Engineering</i>		<i>Finance/Accounting</i>		<i>Administrative/Clerical</i>		
0-260 hours	20%	0-260 hours	20%	0-250 hours	20%	20%
261-520 hours	18%	261-520 hours	18%	251-520 hours	18%	18%
521-780 hours	15%	521-780 hours	15%	521-680 hours	15%	15%
781-1,040 hours	10%	781 + hours	0%	681 + hours	0%	0%
1,040 + hours	0%					

Direct Hire Employees:

For direct hire placements hired by Client within six months of referral by Archon, Client shall pay Archon 20% of the starting annual salary. Invoices will be sent on the direct hire’s start date and are due upon receipt. Client shall promptly notify Archon in writing if a referred candidate has previously been referred to Client by another search firm.

If a direct hire quits within 90 days of the start date, Archon will offer a free replacement, or a pro-rated refund based on the following schedule if a replacement cannot be timely sourced: 0-30 days = Full refund | 31-90 days = Pro-rated refund. Payment is due upon receipt. Non-payment within 15 days of candidate start date will negate the guarantee.

Payroll Services:

Archon offers the management and automation of employee payments. We will issue wages on time and stay in compliance with tax requirements. Archon payroll markup percentage is 35%.



Miscellaneous Provisions:

An applicant hired in any capacity within six months from date of referral shall be considered a placement. Any Archon candidate submittals will be covered by this agreement for six months following the date of the last conversation (with an email documenting such conversation), email or submittal. Each party shall defend, indemnify, and hold harmless the other party and its members, managers, and employees from and against all claims, losses, and liabilities, including reasonable attorneys' fees, arising out of or resulting from a party's alleged acts or omissions involving a contract employee or direct hire referred or placed pursuant to this agreement.

In the event either party breaches any material term of this Agreement, the non-breaching party shall provide written notice of the breach. The breaching party shall have fifteen (15) days (or such longer period as may be reasonably necessary, provided cure is diligently pursued) to cure the breach. If the breach is not cured within such period, the non-breaching party shall be entitled to pursue any remedies available at law or in equity, including recovery of reasonable costs and expenses, including attorneys' fees, incurred in enforcing this Agreement, to the extent permitted by applicable law.

Notwithstanding the foregoing, neither party shall be liable for consequential, incidental, or punitive damages except to the extent arising from gross negligence, willful misconduct, or indemnification obligations under this Agreement.

Candidates from Archon Resources will be informed that upon receiving an offer they will have to agree to adhere to the rules and policies provided in City of Broken Arrow Handbook.

Ann Lowry Date 04/29/26
Ann Lowry
Vice President of Operations
Archon Resources, LLC

Mayor Debra Wimpee
City of Broken Arrow

Client Background and Drug Screening Requirements

Client requests that Archon conduct background and/or drug screening for candidates according to the attached company policy. *Please check the appropriate boxes below and summarize guidelines. The information below is a supplement and will not be considered a replacement for Client's official policy. Please attach Client's policy to this agreement.*

Drug and Background Screening:

Client may request drug and background screenings for individuals provided by Archon, subject to Client's company policy. Archon will conduct screenings that align with Client's policy.

Confidentiality:

Information obtained through screenings will be treated confidentially. Results are property of Archon and Client will be given a "pass" or "fail" result according to the provided company policy.

Policy Summary (not to be used in place of written company policy from Client):

Background Required
Pass/fail guidelines: Refer to City of Broken Arrow Handbook for requirements

Drug Screen Required
Pass/fail guidelines: Refer to City of Broken Arrow Handbook for requirements