

**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
NOSQ BLOCK PARTY CONCERT SERIES**

**1. Professional Service Provider:**

- a. Name: Brian Dean, Water's Edge Winery Broken Arrow ("Promoter")
- b. Telephone: 918-269-9866
- c. Address: 116 S. Main Street, Broken Arrow, OK 74012

**2. Project Title and Location:** City of Broken Arrow New Orleans Square Block Party Concert Series on June 28 and June 29, 2024 from 5 p.m. to 10:30 p.m. (hereinafter "Concert Series").

**3. Contract for:** Brian Dean, Water's Edge Winery, to provide the following artists from the following bands for the Concert Series portion of the Block Party and fulfill all components of the Touring Artists Rider and accommodations:

Friday, June 28

- Kevin Chalfant- played with Journey and was member of The Storm
- John Elefante- former lead singer of Kansas
- Johnny Edwards- Former Lead Singer of Foreigner
- Alex Ligertwood- Former Lead Singer of Santana
- John Cafferty- lead singer of John Cafferty and the Beaver Brown Band (Eddie and the cruisers)
- Billy Burnette- Former Lead vocalist of Fleetwood Mac

Saturday, June 29

- Minneapolis Allstars- former members of Prince and the Revolution, New Power Generation, and the Time
- Chicago Nights featuring former singers from Chicago Jason Scheff, and Bill Champlin. Along with them will be guitar wizard Chris Rodriguez.

The concerts shall begin no earlier than 5 p.m. each night and a fireworks display will go off promptly at 10 p.m. each evening, regardless of the concerts. Mr. Dean will collaborate with the City of Broken Arrow Community Development Department regarding logistics of the Concert Series and incorporating it into the 2024 New Orleans Square Block Party.

**4. Compensation:** Professional Service Provider shall be compensated \$30,000.00 under this contract for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

**5. City Provided:** The City agrees to provide police officers and barricades for security for the Concert Series. All City personnel and services provided for the Concert Series will remain under the control and direction of the City of Broken Arrow.

**6. Invoicing and Payment:** The Professional Service Provider shall submit an invoice for a deposit of \$15,000 60 days before the Concert Series. The Professional Service Provider may then submit an invoice requesting payment for the remainder of services rendered to the City once the work is completed. The invoices shall be in a format satisfactory to the City. Payment will be made within 30 days following the first eligible City Council meeting occurring after the date on the invoice.

**7. Immigration Compliance:** The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the "Immigration Laws").

**8. Insurance:** Promoter agrees to carry throughout the term of this Agreement, at its sole cost and expense, the foregoing insurance policies:

(a) A Comprehensive General Liability Policy containing public liability and property damage insurance with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit and having endorsements for personal injury and contractual liability coverage per event.

(b) Promoter agrees to immediately provide City of Broken Arrow with valid Certificates of Insurance for the above policies. The Certificates of Insurance shall be endorsed with City of Broken Arrow, its respective directors, members, officers, agents, and employees as the additional named insured. Promoter's failure to provide such Certificates of Insurance four (4) business days prior to the Event, shall upon written request, result in the immediate termination of this Agreement with no further liability of either party.

**9. Postponement or Cancellation:** Notwithstanding anything contained in this Agreement to the contrary, in the event that, with respect to the Event: Regulation of any public authority, fire, riot or civil commotion, lock-out or strike or other labor dispute, disease, pandemic, epidemic, accident, interruption in, or delay of, failure of technical facilities, or failure or delay of transportation services, absence of power of other ensemble services, war conditions, emergencies, acts of God, or any other cause or causes beyond the control of the Parties (each and all of the foregoing are referred to hereinafter as an "event of force majeure").

In the event of a Postponement due to the foregoing, the concert will be rescheduled with all terms and conditions remaining the same. In the event of a cancellation, any previous payments made by the City (\$15,000.00 deposit) shall be refunded back to the City within 48 hours of demand. That the parties agree that no damages will be awarded, other than the initial deposit

refund, to either party.

**10. Entirety of Agreement:** The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

**11. Effective Date:** This Contract is effective shall be effective upon signature of both parties.

**12. Venue:** The venue for any action pertaining to this contract shall be in Tulsa County District Court, State of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

City of Broken Arrow, a municipal corporation:

Professional Service Provider:  
(Entity's Full Legal Name)

By:

Michael L. Spurgeon, City Manager

Date:

By:

Signature

Attest:

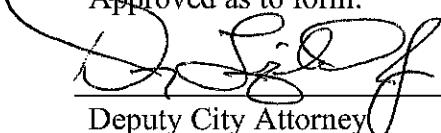
Title:

Brian Dean

Date:

Date:

Approved as to form:

  
Deputy City Attorney

#### VERIFICATION

State of Oklahoma )  
                      )  
                      ) §  
County of \_\_\_\_\_ )

Before me, a Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_,  
\_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the  
identical person who executed the within and foregoing instrument, and acknowledged to me that  
s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein  
set forth.

\_\_\_\_\_  
Notary Public