

July 26, 2022

Agenda #5

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Montana State Fair Grounds Entertainment
Artist: Kelly McDonald Band

INITIATED BY: Montana ExpoPark

ACTION REQUESTED: Approval of Contract #22-91

PRESENTED BY: Susan Shannon, Director Montana ExpoPark

BACKGROUND:

The purpose of this agreement is to contract with the Kelly McDonald Band that will provide traditional country and country rock musical entertainment on the 3 Rivers Stage. Kelly McDonald's career in the music business began when he was 15 years old. He sat in with a house band four nights each week after he was done with school. After a period of time, he started to record music in the studio. The band has released several albums to include "The Night" which included the popular song "I Keep Calling". Kelly has written over 3,000 songs. The band is popular among State and County Fairs, weddings, and rodeos. They have played many concert venues across the country to include Tennessee, California, Wyoming, Montana, and many others. The Kelly McDonald Band can be heard on FM, AM and internet radio. The Kelly McDonald Band will provide two (2) one-hour stage performances for the duration of the 9-day fair.

RECOMMENDATION:

Cascade County Staff recommends the commission approve the contract for the Kelly McDonald Band for the purpose of providing country music entertainment at the 2022 Montana State Fair between July 29 – August 6, 2022. Compensation is \$13,500 due after the final performance on 8/6/22. Two hotel rooms will be provided to the Artist(s) beginning July 28, 2022 through August 6, 2022.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission **APPROVE** Contract 22-91, contract for the Kelly McDonald band for the purpose of providing country music entertainment at the 2022 Montana State Fair between July 29 – August 6, 2022. Compensation is \$13,500 due after the final performance on 8/6/22. Two hotel rooms will be provided to Artist(s) beginning July 28, 2022 – August 6, 2022.

MOTION TO DISAPPROVE:

"I move the Cascade County Commission **DISAPPROVE** Contract 22-91."

KELLY MCDONALD BAND

CONTRACT - FAIRS

This agreement is entered on this ____ day of _____, 2022, by and between Kelly McDonald (Artist), and Cascade County (Client).

Artist and Client hereby agree to the following:

Per request of the Montana State Fair, the Artist will provide: (2) one-hour stage performances for the duration of the 9-day fair. Scheduling TBD by the Montana State Fair.

Performance Info:

Artist(s) will commence work on: 07/29/22 (times to be provided prior to first scheduled show) and will perform daily July 30, July 31, August 1, August 2, August 3, August 4, August 5, and August 6.

Payment Info:

Client will pay Artist(s): \$13,500 for 18 hours of performance time for the 9-day duration of the Montana State Fair. Paid no later than after the final performance on Saturday, August 6.

**** NOTE: CHECK MUST BE MADE PAYABLE TO KELLY MCDONALD.**

CLIENT will provide the following:

Two HOTEL rooms (Double Occupancy) for Artist(s) for the full duration of the performance, including evening prior to scheduled first show.

One parking space - close by performance area.

Artist(s) and Client(s) intend that this agreement to be an Independent Contractor relationship. Accordingly, Artist(s) retain the sole right to control the manner in which the services described herein are to be performed. Subject to the foregoing, Client retains the right to review, to prescribe alterations, and generally supervise the work, to ensure its conformity with that specified in this agreement. Performance may be videotaped or otherwise photographed and recorded by the general public. Artist(s) and Client understand that it is the Artist(s) sole responsibility to provide for all employment taxes, including withholding and social security insurance. 1099 forms should be sent to the above address. (UNLESS A NEW ADDRESS IS SENT TO YOU FOR FORWARDING PURPOSES).

CANCELLATION: There are no cancellation privileges for this contract by either party unless such cancellation is due to a material breach of the contract, force majeure, or inclement weather.

FORCE MAJEURE: If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation, a venue accident,