

Kenton County School District | *It's about ALL kids.*

Issue Paper

DATE:

April 20, 2021

AGENDA ITEM (ACTION ITEM):

Consider/Approve Contract with MVP Sports Marketing and the Kenton County School District for a term of 1 year from its date of execution.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

MVP Sports Marketing will provide live streaming, content management, and related hardware and software services for Dixie Heights High School, Scott High School, and Simon Kenton High School. Each school will receive one television production kit, training, oversight, and support for equipment and production.

FISCAL/BUDGETARY IMPACT:

No budget impact to schools.

RECOMMENDATION:

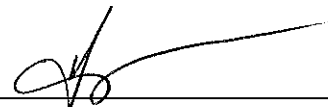
Approval to Contract with MVP Sports Marketing and Kenton County School District for a term of 1 year from its date of execution.

CONTACT PERSON:

Matt Wilhoite


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

SERVICES AGREEMENT

This Services Agreement (hereinafter, the "Agreement") is entered into by and between the Kenton County School District, a public corporation ("KCSD"), and MVP Sports Marketing, Inc., whose registered business address is at 3801 Tempo Court, Lexington, Kentucky 40514 ("MVP"), collectively referred to herein as the "Parties."

WHEREAS, KCSD desires for MVP to provide live streaming, content management, and related hardware and software services to the KCSD high schools; Dixie Heights High School, Scott High School, and Simon Kenton High School.

WHEREAS, MVP is willing to provide such services for KCSD, in exchange for KCSD granting certain sponsorship sales privileges to MVP, and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and agreements provided herein, KCSD and MVP agree to the following:

1. Scope. The scope of the services ("Services") is set forth below herein.

a. Responsibilities of MVP. MVP shall provide to each participating KCSD school a complimentary digital network platform and streaming services, as well as all necessary hardware to produce broadcasts. Specifically, each school shall receive one television production kit ("Kit"), to include two headsets, one HD 4k camera, one MacBook Air, necessary cables, one Blackmagic mini recorder, and one hard shell travel case. Additionally, MVP will provide one floating Kit for KCSD to use for special events as desired.

MVP also shall provide initial training, oversight, and support for equipment and production, to include live phone and email support to producers for all broadcasts which are scheduled in vCloud at least five business days in advance of the live event. Moreover, MVP will pay for all repair or replacement of any Kit equipment during the Term of this Agreement. MVP further assumes all streaming costs and service fees.

All events will be offered in HD and will be offered for free unless mutually agreed upon by KCSD and MVP. MVP will work to build out a Northern Kentucky Sports Network app on which KCSD games will be viewed (upon the sale of a title sponsorship). Prior to such time, games can be found on Team1Prep.com, as well as streamed on each high school website. All live events will automatically be archived after one hour of the completion of the broadcast. Complimentary storage for archived events will be provided up to one year.

b. Responsibilities of KCSD. KCSD shall grant to MVP all necessary rights and privileges to sell sponsorships for KCSD events that will be streamed as stated herein. Each KCSD school agrees to broadcast a minimum of 70 total events (per school/per year) and air a minimum of 10 minutes of commercials in each event broadcast.

Production is the sole responsibility of KCSD. KCSD is responsible for Internet connection strength; however, MVP will advise KCSD on the appropriate coverage and bandwidth required.

c. Other Terms Regarding Activities. KCSD shall have final approval for all sponsorship deals obtained by MVP as part of this Agreement.

2. Term and Termination of Agreement.

a. General Term of Agreement. This Agreement shall be in effect for a term of one (1) year from its date of execution ("Term").

- b. Extension of Agreement. Upon expiration of the Term, this Agreement thereafter shall continue in effect for subsequent terms of one (1) year each ("Subsequent Term"), provided however, that either Party may terminate this Agreement, effective as of the end of the then applicable one (1) year Subsequent Term, by giving written notice to the other Party given not less than ninety (90) days before the expiration date of such Subsequent Term.

c. Termination for Cause. If either Party materially defaults in the performance of any provision of this Contract, and such default is not cured within thirty (30) days after the non-defaulting Party gives the defaulting Party written notice of such default, then the non-defaulting Party shall be entitled to terminate the Contract immediately upon written notice of termination to the defaulting Party. This includes any attempt by KCSD to share broadcasting services or software licenses outside of the contracted KCSD's organization(s).

At all times during the Term of this Agreement, and upon termination thereof, MVP shall own all Kit equipment.

3. Commission Percentages and Payment.

a. Payment of MVP Administrative Fees. Prior to any payment of commission as set forth below, MVP shall be entitled to the first three thousand five hundred dollars (\$3,500.00) of sponsorship revenue annually, in consideration of certain administrative fees incurred as part of this Agreement. Such fees include (but are not limited to) MVP's expenses in first acquiring Kit equipment, training, oversight, and support.

b. Payment of Additional MVP Costs. Additional to payment described in Section 3(a), MVP shall be entitled to reimbursement annually of all costs incurred to repair or replace any Kit equipment.

c. Commission Percentage. After receiving payment in Sections 3(a) and 3(b), MVP shall pay KCSD a commission on the sale of sponsorships for KCSD events that will be streamed as stated herein. Said commission shall be in accordance with following commission rate structure:

All sponsorships sold by MVP: thirty percent (30%) of such amount to KCSD; seventy percent (70%) to MVP.

All sponsorships not sold by MVP: seventy percent (70%) of such amount to KCSD; thirty percent (30%) to MVP.

In the event that the amount of sponsorships sold is not enough to fully pay MVP pursuant to Sections 3(a) and 3(b), KCSD shall have no obligation to pay such amounts. KCSD shall have no financial commitments of any kind to MVP from this Agreement.

d. Payment Due Date. MVP shall pay KCSD the commission percentage payment in Section 3(c) twice per each year of the Term, based upon sponsorship proceeds actually received by MVP.

4. Taxes and Assessments. KCSD shall bear no responsibility for compensating the officers, employees, and agents of MVP.

5. Indemnification and Hold Harmless. MVP agrees to indemnify KCSD and its officers, elected officials, employees, and agents from any and all claims resulting from any negligent act and/or omission of MVP, its officers, employees, volunteers, agents, and/or subcontractors, arising out of the performance of this Agreement.

6. Notices. All notices and demands shall be sent to the parties to their addresses as follows or to such other addresses as the parties may hereafter designate in writing:

TO KCSD:

TO MVP:

Brian Miller, Founder & CEO
3801 Tempo Court
Lexington, KY 40514
brian@mvpssportsmarketing.com

7. Third Parties. KCSD and MVP are the only Parties to this Agreement and are the only Parties entitled to enforce its terms.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

9. Authority. Each individual executing this Agreement on behalf of KCSD or MVP represents and warrants that such individual is duly authorized to execute and deliver this Agreement on behalf of KCSD or MVP.

IN WITNESS WHEREOF, the parties have executed this Agreement by having their authorized representatives affix their signatures below.

KENTON COUNTY SCHOOL DISTRICT

By:

Name:

Title:

MVP SPORTS MARKETING, INC.

By:

Name:

Title:
