

BUSINESS INFORMATION SERVICES, LLC AGREEMENT

This **BUSINESS INFORMATION SERVICES, LLC AGREEMENT** (“Agreement”) is entered into by and between **BUSINESS INFORMATION SERVICES, LLC**, a Missouri Limited Liability Company (“BIS”), whose office for business is located at 375 NW Weschester, Blue Springs, MO 64014, and **Raytown School District**, its directors, officers, employees, and agents (“District”), whose office for business is located in Raytown, Missouri.

WHEREAS, District desires to work with BIS to provide an updated demographic study of the Raytown School District (said study being referred to herein as “Study”)

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and the compensation paid to BIS by District, BIS and District agree as follows.

I. EFFECTIVE DATE

The Effective Date of this Agreement shall be May 6, 2021.

II. TERM OF AGREEMENT

The term of this Agreement shall be for 365 days from the Effective Date stated herein subject to the Termination provision stated in this Agreement.

III. SERVICES.

BIS agrees to provide District with a dozen (12) copies of the Study and electronic PDF copies of Study, and make one in-person presentation, if the district desires.

To produce the Study, the services provided shall include: long-term population trends in the District; a 10-year enrollment projection, by building and grade based on 25 years of enrollment data; 10-year projection model of Kindergarten enrollment, capacity analysis of buildings, comparison of Census data and actual enrollment in the District; analysis of private school enrollment in the area, long-term population analysis (5 and 10 years) and maps showing under 5-year-old population, school-age population, overall population and other demographic factors, and geocoding of multiple years of student rosters, residential mapping and demographic trend analysis in the area, prepare up to 30 demographic maps, and if available from the County Assessor’s office at a reasonable cost, an analysis of parcel data.

Also to be included in the Study shall be birth rate analysis, home sales and home construction in the district, compared with nearby districts, residential building permits and interviews with city and county staff, capacity analysis of current buildings, a general analysis of the local economy and vendor demographic data.

To complete the Study, BIS agrees to gather data from a wide variety of sources and use professional standards in the preparation of the Study.

It is expected that all services associated with preparation of the Study shall be completed by Nov 15, 2021. A draft Study shall be provided to the District by Nov. 1, 2021.

A redistricting project is included in this contract. During November and December, BIS shall work with the District in developing new district attendance boundaries. Draft boundaries shall be delivered to the Board by January 2022 and final new attendance boundaries shall be constructed by March 2022.

IV. DISTRICT OBLIGATION

District agrees to provide the following information in a usable format to BIS: a roster listing all students, with current addresses, for the last four years, correct names of all schools and grades assigned to each school, and a total number of students attending each school, by grade, for the last five years.

District understands and agrees that the services offered by BIS are dependent on the data being provided by District in a timely and accurate manner. District understands and agrees that the accuracy of the proposed enrollment projections in the Study is dependent on the data provided by District.

V. COMPENSATION.

District agrees to compensate BIS Twenty-Three Thousand Five Hundred Dollars and No Cents (\$23,500) for the Study, which includes all travel and publication expenses. Billing shall occur in three payments, one-third payment in July 2021 when the project is begins and one-third in October 2021 and one-third in March 2022, when the project is complete. No additional expenses will be billed under this contract. It expected that payment shall occur within 30 days of billing.

VI. CONFIDENTIALITY AGREEMENT

BIS understands that, as a result of providing services pursuant to this Agreement, it may obtain proprietary or confidential information of the District and/or its students. Raytown School District hereby designates BIS as a "School Official" with "legitimate educational interests" in the District's records, as those terms have been defined under FERPA and its implementing regulations. BIS understands and agrees to abide by the limitations and requirements imposed upon School Officials under FERPA and agrees to receive all student information subject to the requirements of FERPA. BIS warrants and agrees that it will not, directly or indirectly through another person, persons, firm, entity or any other means, use, disseminate, or disclose to any person, firm or business proprietary or confidential information of the District and/or its Students.

BIS shall be responsible for the timing, content, and costs of such legally-required notifications that arise as a result of BIS's failure to comply with its obligations as a School Official under

FERPA or other applicable laws. Furthermore, BIS shall be responsible for the cost of investigating the above non-compliance, as well as the payment of actual, documented costs including reasonable legal fees, audit costs, fines, and other fees imposed against the District as a result of the non-compliance.

VII. FORCE MAJEURE

If either party is prevented from performing any of its obligations due to any cause which is beyond the non-performing party's reasonable control, including fire, explosion, flood, epidemic/pandemic or other acts of God; acts, regulations, or laws of any government; strike, lock-out or labor disturbances; or failure of public utilities or common carriers (a "Force Majeure Event"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event. Such non-performance will be excused for three (3) months or as long as such event shall be continuing (whichever occurs sooner), provided that the non-performing party gives immediate written notice to the other party of non-performance due to the Force Majeure Event.

VIII. INDEMNITY

BIS shall indemnify and hold District and District's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law on account of negligence, but only to the extent they are caused by the negligent acts or omissions of BIS, its employees and its BISs in the performance of professional services under this Agreement.

To the extent allowed by law, the District shall indemnify and hold BIS and BIS's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law on account of negligence, but only to the extent they are caused by the negligent acts or omissions of District, its employees in the performance of professional services under this Agreement.

IX. TERMINATION

District may terminate this Agreement only for cause. "For cause" shall include, but not be limited to, any breach or threatened breach by BIS of any provision of this Agreement. District shall provide BIS with written notice of the alleged breach and BIS shall have thirty (30) days from receipt of the notice to cure any alleged breach. If BIS fails to cure the breach within thirty (30) days, the Agreement shall be terminated at the end of the thirty (30) day period and District shall be released from any further obligations under the Agreement. If full compensation has been made to BIS, District shall be entitled to a pro rata return of the compensation if the Agreement is terminated for cause. In the event that District wants to change the scope of the project, then this Agreement will become null and void and a new Agreement shall be submitted.

X. NOTICE

Any notice given pursuant to this Agreement shall be in writing and sent by first class mail or facsimile or private courier to the other party at such party's address shown below or such other address(es) of which the sending party has received notice.

If to BIS:
Preston V. Smith
Business Information Services, LLC
375 NW Weschester Drive
Blue Springs, MO 64014

If to District:
Dr. Steve Shelton, Assoc. Superintendent
Raytown School District
6608 Raytown Road
Raytown, MO 64133

XI. ASSIGNMENT

BIS agrees that the services and compensation subject to this Agreement shall not be assigned or transferred to any other person or entity by BIS without the written permission of District.

XII. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by a duly authorized signature for each party.

XIII. COMPLIANCE WITH APPLICABLE LAWS

In performing this Agreement, all parties agree to comply with all applicable federal, state and local laws, rules, and regulations.

XIV. SEVERABILITY

If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect and this Agreement shall be construed and performed as if it did not contain the invalid or unenforceable provision. If, however, the invalid or unenforceable provision materially deprives one party of the benefit of its bargain, the parties agree to renegotiate such invalid or unenforceable provision to restore the original intent of the parties.

XV. ENTIRE AGREEMENT

This Agreement, together with any addenda, exhibits, and/or attachments, constitutes the entire understanding of the parties hereto. Any prior agreements, documents, understandings, or representations relating to the subject matter of this Agreement and not expressly set forth herein or referred to or incorporated herein by reference are superseded hereby and are of no force or effect.

XVI. GOVERNING LAW AND ENFORCEMENT

This Agreement shall be construed in accordance with the laws of the state of Missouri. In the event that any action is taken by either Party to enforce any term, covenant or condition of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, collection service expenses, court costs and related expenses from the non-prevailing Party.

XVII. SOVEREIGN IMMUNITY

The District preserves all immunities recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in Mo. Rev. Stat. § 537.600 et seq. Any insurance purchased by BIS hereto is not intended to act as a waiver, nor is it a waiver of any defense available to the District and its employees by statute or at common law.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed in its name and on its behalf as of the date set forth below. By executing this Agreement, the undersigned for the District hereby affirms and warrants he/she has legal authority to bind the District by their signature, has obtained approval as required from the District, or will be obtaining the necessary approval.

BUSINESS INFORMATION SERVICES, LLC

Signature:

Print Name:

Title:

Date:

AUTHORIZED DISTRICT REPRESENTATIVE

Signature:

Print Name:

Title:

Date: