

**Statement of Understanding Relating
to the Wide Area Network Leasing and Services Agreement**

between

Unite Private Networks, LLC
7200 NW 86th Street, Ste M
Kansas City, MO 64153

and

Raytown C-2 School District
6608 Raytown Road
Raytown, MO 64133

NS 28094

Dated February 18, 2020

**Statement of Understanding Relating to the
Wide Area Network Leasing and Services Agreement**

This Statement of Understanding relates to the Wide Area Network Leasing and Services Agreement dated January 17, 2012 (the “Agreement”) by and between Raytown C-2 School District (the “District”) and Unite Private Networks, LLC (“UPN”) (collectively, the “Parties”).

Recitals

A. UPN is in the business of leasing and providing WAN Services (“WAN Services”) and WAN Facilities (“WAN Facilities”) to school districts and other customers.

B. Following a competitive bidding process, the District selected UPN as the most cost-effective provider of leased WAN Services and WAN Facilities to the District.

C. To accommodate the District’s request, UPN will install dark fiber between the District’s hub site and the District’s facility at 5920 Hardy Avenue, Raytown, MO (the “*Bus Barn Addition*”). As such, the Parties have elected to exercise their option to add facilities to the Agreement, as described in more detail below.

D. The District has received all approvals required by it to enter into the Agreement and this Statement of Understanding, under which UPN will lease and provide WAN Services and WAN Facilities to the District as described below and in the Agreement.

Statement of Understanding

Section 4 of the Agreement allows for changes to the WAN Facilities and Services and reads, in part, as follows:

“Change Orders. Any changes in the WAN Facilities or the WAN Services . . . will be set forth in a change order or other document signed by both the District and UPN.”

Section 5 of the Agreement specifically contemplates the addition of future sites and reads as follows:

“Additional Sites: If the District elects to add future sites during the term of this Agreement, this Agreement will govern the terms of the additions and the future sites will be noted in an Addendum to this contract. All future sites will have a term that run[s coterminous] with those delineated in Section 2. The cost to the District will be actual cost of construction and installation plus 21%; these costs are to be paid upon the completion of installation. . . Each additional [site] will have a monthly lease payment of \$1,226/month and these payments will continue for the remainder of the Agreement.”

As such, the parties wish to add the following information to Schedules A through C of the Agreement:

Schedule A – WAN Facilities and WAN Services

WAN Services – Bus Barn Addition

One (1) pair of dedicated single-mode fiber optic cable to the following District locations:

New Circuit	
Technology Support Services (Hub) 10750 E. 350 Highway Raytown, MO 64138	South Bus Barn 5920 Hardy Ave. Raytown, MO

Schedule B – Installation Timeline

Anticipated completion of the *Bus Barn Addition* shall occur approximately ninety (90) days after the full execution of this Statement of Understanding and the acquisition of all necessary permits, pole attachment agreements, rights-of-way, licenses, or other necessary items to complete the project.

Schedule C – Fees and Payment Schedule

Installation or Other Up-Front Fees

Upon completion of the *Bus Barn Addition*, the District will remit to UPN a one-time fee of \$16,594.

Monthly Fees

Upon completion of the *Bus Barn Addition*, the District’s monthly lease payments shall increase by \$1,226, which shall continue for the remainder of the Agreement.

Other Fees

All applicable federal, state, local use, excise, sales or privilege taxes, occupation taxes, duties, regulatory fees or similar liabilities shall be paid by the District in addition to the regular charges made under the Agreement unless exempt per Section 7(d) of the Agreement.

By signing, the Parties agree that this contains the entire Statement of Understanding between UPN and the District about the matters covered in this document and does not affect any provisions in the original Agreement other than those noted above. This Statement of Understanding shall be binding upon and inure to the benefit of heirs, successors and assigns of the parties to this Statement of Understanding. If any portion of this Statement of Understanding shall be held invalid or unlawful for any reason, the invalid portion shall not affect or impair the validity of the remaining portions of the original Agreement or this Statement of Understanding.

IN WITNESS WHEREOF, this Statement of Understanding has been executed by a duly authorized representative of each Party as of the day and year first written above.

Unite Private Networks, LLC

Raytown C-2 School District

Print Name

Title

Date

Melissa Tebbenkamp

Print Name
Director of Instructional Technology

Title
2-18-2021

Date

