ADDENDUM TO THE ADDENDUM
GEAUGA COUNTY EDUCATIONAL SERVICE CENTER
JULY 24, 2017 7:00 P.M.

E) APPROVAL OF TREASURER'S REPORT:

H) PERSONNEL:

4b) New employee:

Jordan Alegant, LGCA Technical Support,
One year limited contract effective July 1, 2017 through June 30, 2018.
Salary - $44,000.00, 260 days. All benefits offered.

J) NEW BUSINESS:

13) Approval of services agreement between the Geauga County ESC and the Mahoning Valley Regional Council of Government from July 1, 2017 through June 30, 2019. Agreement attached.

MAHONING VALLEY REGIONAL
COUNCIL OF GOVERNMENT
SERVICES AGREEMENT

This AGREEMENT ("Agreement") is made by the Governing Board of the Mahoning Valley Regional Council of Government ("Council") and Geauga County ESC ("District").

WHEREAS, the Council has expertise in providing services sought by the District,

And

WHEREAS, the District wishes to utilize the Council's services and abilities during the term of this Agreement and the Council is qualified to provide such services and willing to offer such services upon the terms and conditions contained in this Agreement;

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. ENGAGEMENT AND DUTIES
   During the term of this Agreement, the District hereby engages the Council to perform services required by the District.

   The Council hereby represents and warrants to the District that it has the necessary expertise, licenses, permits and capability to provide the services and covenants to furnish its best skill and judgment in performing the services as set forth herein.

   The Council's duties shall be as follows:

   The Council shall assist the District to determine the services needed to meet the needs of students enrolled at the District. The Council shall select and provide staff to work at the District.

2. TERM
   This Agreement shall begin on July 1, 2017 and end June 30, 2019. This Agreement shall not renew unless agreed to in writing by the Council and the District.

3. COMPENSATION
   For all services rendered by the Council under this Agreement, the Council shall be paid actual costs plus a 7% administrative fee for all staff/services provided including but not limited to worker's compensation, supplies, equipment, professional development and mileage. The District will be billed monthly and due 30 days after invoice date. A penalty of 0.01% interest will be charged on the balance due each day.

4. INDEMNIFICATION
   The District will defend, indemnify and hold the Council, its current and former employees, agents, officers, administrators and each of them, harmless from any and all claims, liabilities, actions, suits, damages and/or losses of whatsoever nature sustained and/or incurred by the District in connection with the provision of services under this Agreement, including but not

limited to such claims, liabilities, actions, suits, damages and/or losses resulting from actions taken by and care given by Council in providing the services under this Agreement, as well as any losses, costs and attorney fees incurred in responding to any such claims arising from or connected with the provision of services under this Agreement.

5. NOTICES

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

If to the District:	If to the Council:
Geauga County ESC	Mahoning Valley Regional Council of Government
470 Center St., #2	7300 North Palmyra Rd.
Chardon, OH 44024	Canfield, Ohio 44406

6. TERMINATION

This contract may be terminated by the Council or District effective after the next succeeding thirtieth (30th) day of June, by either party giving the other party written notice thereof on or before the last day of February. In the event that either party defaults in any material term or condition of this Agreement and such default shall continue for a period of 30 days after the giving of written notice thereof by the other party to the defaulting party, specifying the default, and in the further event the defaulting party does not substantially cure such default within such thirty day period, then, the party giving notice of the default shall have the right to immediately terminate this Agreement. Additionally, either party may terminate this Agreement immediately and without penalty if otherwise required by law.

7. NONDISCRIMINATION

District covenants that it will not discriminate against any individual on the basis of race, color, religion, sex, military status, national origin, disability, age, or any other reason prohibited by law.

8. GOVERNING LAW

The laws of the State of Ohio shall govern this Agreement with venue in Mahoning County, Ohio. If any provisions of this Agreement are invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties, and supersedes any previous agreements they may have made, whether orally or in writing.

10. BENEFIT AND ASSIGNMENT

This Agreement may not be assigned or subcontracted by either party without the prior written consent of the other party.

11. AMENDMENT
Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged. However, if either party is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local health, safety, or civil rights law, it is agreed that this Agreement shall be amended pursuant to such mandate without the written consent of either party.

12. WAIVER OF BREACH
The waiver by any party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any party hereto.

13. SURVIVAL
All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Council and the District shall survive the completion of services hereunder and the termination of this Agreement, including without limitation provisions on indemnity.

14. COUNTERPARTS
This Agreement may be signed by the parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement.

This Agreement shall be binding when executed by both parties.

IN WITNESS THEREOF, the parties hereto have set their hands.

GOVERNING BOARD OF THE
MAHONING VALLEY
REGIONAL COUNCIL OF GOVERNMENT

By _____ _____
Board Chair (In his/her official capacity only) Date

And by _____ _____
Treasurer (In his/her official capacity only) Date

GEAUGA COUNTY ESC

By_____ _____
Title: Board President Date

And by _____ _____
Title: Treasurer Date

This Agreement between the MVRCOG and the District/Agency is approved by MCESC.

By _____ _____
MCESC Board President Date

And by _____ _____
MCESC Treasurer Date

Attachments: MVR-COG Board Resolution No. _____
MCESC Board Resolution No. _____ (if applicable)
Geauga County ESC Board Resolution No. _____ (if applicable)