

AGREEMENT FOR PRINTING SERVICES

This Agreement by and between the MADISON-ONEIDA BOARD OF COOPERATIVE EDUCATIONAL SERVICES, a supervisory school district created and existing under the laws of the State of New York, with an office at 4937 Spring Road, Verona, New York 13478-0168, (hereinafter referred to as "MOBOCES") and the CITY OF ONEIDA, NEW YORK, a municipal corporation having its office and principal place of business located at 109 North Main Street, Oneida, New York 13421 (hereinafter referred to as "the City"). MOBOCES and the City are each a Party to the contract and are collectively known as the "Parties."

WHEREAS the City has expressed a desire to enter into an Agreement with MOBOCES for print services; and

WHEREAS MOBOCES has the appropriate equipment, personnel and expertise to provide the printing services as required by the City in a professional, timely and cost-effective manner; and

WHEREAS MOBOCES desires to provide print services to the City, at such rates as shall be determined by MOBOCES, which costs shall include the cost of set-up and printing costs associated with a particular print project; and

WHEREAS the provision of such printing services by MOBOCES would be an efficient use of local government resources and would result in better cost control for both Parties; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties do mutually agree as follows:

1. Term and Termination of Services.

- a. This Agreement shall be effective as of September 1, 2025 notwithstanding the actual date the signatures are affixed. This Agreement shall remain in effect for one (1) year commencing 12:01 a.m. EST on September 1, 2025 until 12:00 midnight on August 31, 2026.
- b. This Agreement may also be terminated:
 - i. Unilaterally by either Party upon ninety (90) days advance written notice to the other, or
 - ii. By agreement of the Parties as evidenced in a written document signed by an authorized representative of each Party.
- c. If the performance of the respective obligations of either Party shall be prevented or interfered with by reason of an event of Force Majeure, then MOBOCES shall not be liable to the City for its failure to perform such obligations here under. A Force Majeure shall mean unusually severe weather, explosion, accident, an Act of God or public enemy, riot or civil disturbance, or order of any court of competent jurisdiction, not foreseeable, preventable or within the control of the provider. In such an event, the City

shall not be required to make any payment until MOBOCES is in compliance with this agreement.

2. Scope of Services

MOBOCES shall perform or cause to be performed the services as described in "Schedule A," the "Scope of Services" which is attached hereto and fully incorporated into this Agreement.

3. For the purposes of this Agreement, the following words and phrases shall have the meanings set forth below:

- a. "Agreement" shall mean this Agreement between MOBOCES and City.
- b. "Consumables" shall mean those items which are consumed or used up in the printing process, primarily consisting of ink and paper.
- c. "Materials" or "Supplies" shall mean those items used in the printing operations, including but not limited to consumables as defined herein above, packaging materials, portable electronic storage media (CDs, USB storage drives, etc.), and related items.
- d. "Project" shall mean the procurement, printing, packaging and delivery activities performed by MOBOCES for the City under this Agreement.
- e. "System or Systems" shall mean all the equipment, components, apparatus and fixtures collectively comprising or necessary for the proper operation of MOBOCES printing services operation.

4. Expenses

All expenses of the printing operation shall be the responsibility of MOBOCES.

5. Additional Services

Any tasks not included in the Scope of Services are not covered by this Agreement and will not be considered authorized for performance or payment unless specifically described in a written document and approved by an authorized representative of each Party.

6. Compensation.

- a. MOBOCES shall invoice the City upon completion of the printing services and the City shall compensate MOBOCES for the completed printing services in accordance with "Schedule A" attached and fully incorporated into this Agreement.
- b. MOBOCES shall provide a detailed invoice containing all charges for the services performed not later than the 10th day of the month following completion of the print job.
- c. MOBOCES shall include with the invoice such supporting documentation as may be required by the City. Such documentation may include, without limitation, work orders and notes, bills or invoices for purchases, work logs or reports, count sheets, credits for consumables provided by the City for use in the printing process, or other such records generated by the services performed.
- d. The City shall notify MOBOCES immediately if it needs any supportive information or documentation to supplement the invoice.
- e. The City shall process each complete invoice received from MOBOCES within thirty (30)

days following receipt.

7. The City shall supply all data necessary for MOBOCES to complete the printing services as intended and set forth herein. Data may be delivered in an electronic format and on a storage device compatible with MOBOCES' equipment and processes. The City represents that all data provided for printing will be delivered complete, current and valid for the purposes intended. MOBOCES shall provide access, information, or staff with appropriate knowledge for the completion of the data transfer and printing operation. The City shall hold MOBOCES harmless for errors in data delivered by the City and any consequences resulting from those errors. Costs of modifications, re-printing or other work necessary for the correction of printed materials containing incorrect data provided to MOBOCES shall be the responsibility of the City.

8. Purchasing

MOBOCES and the City shall use proper procedures for purchases of supplies, consumables, parts, equipment and other items, as required by law, rule or regulation. Supplies, consumables and other items provided by the City for use of MOBOCES in fulfilling the printing obligations hereunder shall be properly credited and recognized on invoices to the City's benefit.

9. Green Considerations

MOBOCES shall purchase supplies and materials for use in printing operations with due consideration for their effect on the environment, persons and animals, and endeavor to minimize any adverse effects of their use. The City shall, to the extent reasonably possible, use the same considerations when obtaining any materials or consumables it may provide for use in the printing process.

10. Compliance with Laws

The Parties agree that the activities set forth in this Agreement will be administered in accordance with all federal and state laws, including those regarding workplace health and safety and those regarding equal opportunity. To the extent required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Parties will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status, and any other protected category under federal, state, or local law.

11. Records

MOBOCES shall maintain, provide, display, retain, and preserve all records as required to comply with applicable law, rule, or regulation, including but not limited to material data safety sheets, labels, permits, certifications, approvals, test reports, accident reports, emergency and safety plans, disposal receipts, and personnel records.

12. Indemnification

Either Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and its affiliates and the officers, directors, shareholders, members, employees agents and representatives of any of them (the "Indemnified Party"), from and against any and all claims, losses, damages costs and expenses (including without limitation reasonable attorneys' fees) incurred or suffered by the Indemnified Party resulting from or arising out of (a) a breach by the Indemnifying Party of any representation, warranty or other obligation of the Indemnifying Party under this Contract, or (b) the negligence, gross negligence or willful misconduct of the Indemnifying Party's employees or agents in the performance of the Indemnifying Party's obligations under this Contract. In no event shall the Indemnifying Party be liable to the Indemnified Party for lost profits of the Indemnified Party, or special, incidental or consequential damages (even if the Indemnifying Party has been advised of the possibility of such damages).

13. Insurance

Each Party shall be responsible for obtaining and maintaining its own general liability, comprehensive automobile liability, personal property, worker's compensation, and disability insurance policies as required or deemed appropriate. MOBOCES shall be responsible for obtaining and maintaining fire and hazard insurance coverage for its premises. Policies shall be in such amounts of coverage as each party, in its sole discretion, determines adequate.

14. Relationship

The Parties acknowledge that this Agreement is between two municipalities of the State of New York and entered into as provided in New York law. MOBOCES provides all services under this Agreement to City as pursuant to applicable laws, rules and regulations, including applicable provisions of the Education Law and General Municipal Law, and regulations promulgated thereunder. Neither Party shall in any way be deemed, be found, or represented as an employee, agent, or representative of the other Party. The provision of services hereunder does not create any other relationship between City and MOBOCES.

15. Notices

Whenever, under the terms of this Agreement, notice is required or permitted to be given by any Party or to any other party, such notice shall be deemed to have been sufficiently given if written, deposited in the United States mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the Party to whom it is to be given at the address hereinafter set forth. Either Party may change its respective address by written notice in accordance with this paragraph.

If to BOCES:

Madison-Oneida BOCES
Attn: H. Don Philhower
4937 Spring Rd., P.O. Box 168
Verona, NY 13478-0168

With a copy (which shall not constitute notice) to:

Madison-Oneida BOCES
Attn: Labor Relations and Policy Office
4937 Spring Rd., P.O. Box 168
Verona, NY 13478-0168

If to the City of Oneida:

City of Oneida
Accounts Payable
109 N. Main Street
Oneida, New York 13421

16. Equal Opportunity and Compliance with Law

The Parties agree that the activities set forth in this Agreement will be administered in accordance with all federal and state laws, including those regarding workplace health and safety, and those regarding equal opportunity. The Parties will administer all activities under this Agreement without regard to race, color, religion, sex, sexual orientation, gender, gender identity, gender expression, national or ethnic origin, age, marital or veteran status, disability, or any other protected class under state or federal law.

17. Law & Severability

The interpretation and enforcement of this Contract shall be governed by the laws of the State of New York without regard to conflict of law provisions. In the event that any provision contained herein is held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect.

18. Dispute Resolution

In the event of any dispute between the Parties concerning the terms, implementation or enforcement of this agreement the Parties shall first use their best efforts to resolve the matter by negotiation between them. Any dispute which cannot be resolved by the good faith negotiations of the Parties, with or without voluntary mediation or other dispute resolution assistance, may be resolved by legal action commenced only in a court of competent jurisdiction located in Oneida County, New York. There shall be no right to binding arbitration. The prevailing party in any action to enforce any of the provisions of this agreement shall be entitled to reimbursement of all costs, disbursements and reasonable attorney fees incurred in said enforcement efforts.

19. Availability

In the event that the actions of MOBOCES become the subject of any hearing, arbitration, or other litigation, MOBOCES shall make appropriate personnel available to testify in such proceeding upon reasonable advance notice without subpoena. The City will make every reasonable effort to coordinate the scheduling of such an appearance with MOBOCES.

20. Successors and Assigns

The covenants and agreements contained herein shall bind and inure to the benefit of MOBOCES, its successors, and assigns, and the City, its successors, and assigns.

21. Counterparts

This Agreement may be executed in counterparts and transmitted electronically by and to the Parties. Each such counterpart shall be deemed an original; all of them together shall constitute

a single instrument.

22. Entire Agreement

This Agreement, including all Addenda or Exhibits referenced herein, constitutes the entire agreement between the Parties concerning the subject matter herein. This Agreement supersedes all prior and concurrent negotiations, agreements and understandings between the Parties, whether oral or in writing, concerning the subject matter hereof.

23. Modification

Any changes to this Agreement shall be made by mutual consent of both Parties, in writing, and attached to this Agreement as an addendum. This Agreement shall remain enforceable throughout any negotiation process necessitated by a desire on the part of either Party to change the Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

CITY OF ONEIDA

Name, Title

Date

MADISON-ONEIDA BOCES

Patrick Baron, Board President

Date

Schedule A

Materials, supplies and consumables:

All materials, supplies and consumables purchased by BOCES for use in the completion of the print services under the Agreement shall be reimbursed by City to BOCES on a costs plus basis. Costs shall include: the actual price paid for required materials, supplies or consumables used in the project; plus the cost of shipping, delivery or transportation associated with picking up same, including any cost incurred to obtain the items on an expedited basis.

Transportation and Delivery costs:

All costs of transportation and delivery of printed materials shall be reimbursed by the City to MOBOCES on a costs plus basis. Costs shall include personnel costs including wages and employee benefit costs for the employee drivers used, plus vehicle costs based upon the number of miles traveled for the most appropriate route used multiplied by the federal mileage reimbursement allowance for the current tax year. If delivery of printed materials is made by common carrier or courier, the actual cost of those services incurred by MOBOCES shall be invoiced as a separate item.

Printed items:

Printing work shall be invoiced on a per piece completed basis. A piece is defined as one page of material containing printed data. Compensation shall be at the rate per piece printed. Unless otherwise requested by the City, the costs of materials, supplies, consumables, transportation and delivery may be included in the per piece charge invoiced.

Procedure:

The City will submit a Work Request to MOBOCES specifying the type and amount of items required and indicating what, if any, materials it will provide for use by MOBOCES in producing the printed documents. The Work Request will also specify whether transportation and/or delivery are required including addresses for delivery. MOBOCES will then supply the City with a Price Quote detailing expected rates and costs. The City will then return the signed Price Quote, together with its Purchase Order or other such document directing MOBOCES to proceed with completion of the Work Request at the rates and costs specified. MOBOCES will invoice the City for the work performed upon completion of the work, at the rates and costs specified in the Price Quote.