

# Memorandum

**To:** Honorable Mayor and Council  
**From:** David Stathis, Mack Cook, Connie Sorrells  
**Date:** 1/15/2014  
**Re:** Phone, internet and network upgrade

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Included in this week's addendum is a proposal for discussion from Finger Lakes Technology Group Inc. to replace our current phone system city wide, provide internet services and connect all our buildings via fiber optic cable. They are a NYS contract vendor that has a vast customer base and come highly recommended.

The current phone systems at almost all locations are quote old and unreliable. None of the systems are covered under any warranties and maintenance contacts. When we do have a problem we are at the mercy of our communications repair vendor. The failure rate has been steadily increasing. At the height of the recent snow storm citizens where not able to contact the DPW because they could not receive any in coming calls. The Police Department had an outage recently that lasted almost an entire week. We currently have very little features which make for poor productivity among our limited staff.

This proposal includes internet services at all locations. Currently we have separate internet connections at each location. The outside buildings are not connected to the City Hall network which makes it difficult to manage and control what happens on computers outside of City Hall. Included in this proposal is to connect all our buildings via fiber optic cable. This is some thing that was researched and was too cost prohibitive. The NYS comptroller recommended that we connect our buildings together. This meets an important recommendation that we were unable to accomplish ourselves

The monthly recurring changes in the proposal are comparable to the current phone, internet and phone repairs monthly costs. We anticipate that with the increasing equipment age the failure rate will continue to increase driving our cost up with no way to control them. The exposure to the city having long term phone outages is real. The new phone system is also rich in features that will help to make employees and department more efficient in a time when staff's are shrinking and being required to manage an increased workload.



# QUOTE

**7890 Lehigh Crossing, Victor, New York 14564**  
 t. 1-800-653-6124 f. 607-387-3386

Number: FLTQ2570  
 Created: Dec 11, 2013  
 Expires: Jan 10, 2014

**Sold To:**

**City of Cortland**  
 David Stathis  
 City Hall  
 25 Court Street  
 Cortland, NY 13045

**Phone:** 607-758-8350

**Ship To:**

**City of Cortland**  
 David Stathis  
 City Hall  
 25 Court Street  
 Cortland, NY 13045

**Phone:** 607-758-8350

**Your Account Manager:**

**Rose Ketchum**  
 1 Union Street  
 Trumansburg, NY 14886

**Phone:** 607-387-7181

<b>Term:</b> 60 Months	<b>Billed:</b> Monthly
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## Hosted PBX & Internet - 5 year

Part Number	Description	Qty.	Unit Price	Ext. Price	Billing Cycle
<b>Equipment - City Hall / Fire Station 1 / Police</b>					
	Hosted PBX Equipment Lease	1	\$307.22	\$307.22	Monthly
12007400	NetVanta 6355 SIP Access Gateway with 24 Port PoE switch.				
1700595G1	(2) NetVanta 1234 PoE Switch				
GXT3-1000RT120	Liebert GXT3 1000VA 120V				
SPA509G	(67) Cisco 12 Button IP Phone w/Display, PoE and PC Port				
SPA500DS	(7) 15 Button Digital Expansion Module				
CON-SBS-SVC1	(74) SBS 8x5xNBD 3yr Small Business Support Svc 1				
MISC-CAT5-7-PC	(67) 7' CAT5 Patch Cable				
MISC-CAT5-14-PC	(67) 14' CAT5 Patch Cable				
<b>Equipment - Department of Public Works</b>					
	Hosted PBX Equipment Lease	1	\$65.75	\$65.75	Monthly
12007400	NetVanta 6355 SIP Access Gateway with 24 Port PoE switch.				
GXT3-1000RT120	Liebert GXT3 1000VA 120V				
SPA509G	(7) Cisco 12 Button IP Phone w/Display, PoE and PC Port				
CON-SBS-SVC1	(7) SBS 8x5xNBD 3yr Small Business Support Svc 1				
MISC-CAT5-7-PC	(7) 7' CAT5 Patch Cable				
MISC-CAT5-14-PC	(7) 14' CAT5 Patch Cable				
<b>Equipment - Water Works</b>					
	Hosted PBX Equipment Lease	1	\$85.62	\$85.62	Monthly
12007400	NetVanta 6355 SIP Access Gateway with 24 Port PoE switch.				
GXT3-1000RT120	Liebert GXT3 1000VA 120V				
SPA509G	(13) Cisco 12 Button IP Phone w/Display, PoE and PC Port				
CON-SBS-SVC1	(13) SBS 8x5xNBD 3yr Small Business Support Svc 1				
MISC-CAT5-7-PC	(13) 7' CAT5 Patch Cable				
MISC-CAT5-14-PC	(13) 14' CAT5 Patch Cable				

**Equipment - Waste Water Plant**

	Hosted PBX Equipment Lease	1	\$46.33	\$46.33	Monthly
4200821G12-120	NetVanta 3448 SIP gateway				
GXT3-1000RT120	Liebert GXT3 1000VA 120V				
SPA508G	(5) Cisco 8 Line IP Phone With Display, PoE and PC Port				
CON-SBS-SVC1	(5) SBS 8x5xNBD 3yr Small Business Support Svc 1				
MISC-CAT5-7-PC	(5) 7' CAT5 Patch Cable				
MISC-CAT5-14-PC	(5) 14' CAT5 Patch Cable				

**Equipment - Youth Bureau**

	Hosted PBX Equipment Lease	1	\$88.93	\$88.93	Monthly
12007400	NetVanta 6355 SIP Access Gateway with 24 Port PoE switch.				
GXT3-1000RT120	Liebert GXT3 1000VA 120V				
SPA509G	(14) Cisco 12 Button IP Phone w/Display, PoE and PC Port				
CON-SBS-SVC1	(14) SBS 8x5xNBD 3yr Small Business Support Svc 1				
MISC-CAT5-7-PC	(14) 7' CAT5 Patch Cable				
MISC-CAT5-14-PC	(14) 14' CAT5 Patch Cable				

**Equipment - Fire Station 2**

	Hosted PBX Equipment Lease	1	\$40.05	\$40.05	Monthly
4200821G12-120	NetVanta 3448 SIP gateway				
GXT3-1000RT120	Liebert GXT3 1000VA 120V				
SPA508G	(3) Cisco 8 Line IP Phone With Display, PoE and PC Port				
CON-SBS-SVC1	(3) SBS 8x5xNBD 3yr Small Business Support Svc 1				
MISC-CAT5-7-PC	(3) 7' CAT5 Patch Cable				
MISC-CAT5-14-PC	(3) 14' CAT5 Patch Cable				

**Installation - All Sites**

	FLTG Installation Services	1	\$9,551.00	\$9,551.00	
HV-INSTALL-SYS	(7) Configuration and pre-test of IAD, telephones, and telephone profiles				
HV-INSTALL3-CPE	(7) Onsite router/switch installation and testing				
HV-INSTALL-HAND	(108) Onsite handset installation and testing				
HV-TRAINING-ENDUSER	(7) End Users training of telephones and voicemail				

**Services - All Sites**

ISP-D-5	Dedicated Internet Access - 5mb <i>DIA service is provisioned with a block of 5 static IPs</i>	1	\$375.00	\$375.00	Monthly
MetroE Point to Point	MetroE Point to Point - 3mb	6	\$250.00	\$1,500.00	Monthly
HV-MSF-51+	Hosted Voice Managed Service Fee 51+ Users	1	\$325.00	\$325.00	Monthly
HV-AA-PRM	Hosted Voice Premium Auto Attendant	7	\$6.99	\$48.93	Monthly
DID-100	Direct Inward Dialing block of 100 Numbers	1	\$20.00	\$20.00	Monthly
HV-EHNC-D-SP	Hosted Voice Enhanced Service Pack - usage at \$0.01/min for local and \$0.05/min for long distance	40	\$19.00	\$760.00	Monthly
HV-STDN-SP	Hosted Voice Standard Service Pack - usage at \$0.01/min for local and \$0.05/min for long distance	68	\$14.00	\$952.00	Monthly
FLTG-RESELL-COPPER	Copper POTS Line	14	\$35.00	\$490.00	Monthly

Customer is responsible for easements into buildings.  
 Demarcation point is assumed to be 20 feet into building from building entry point.  
 Subject to Finger Lakes Technologies Group general Master Facilities Agreement.  
 The above quote may require a site survey prior to order execution.  
 Pricing assumes that the entire bundle of services is being purchased.  
 Business Class does not include static IP addresses.  
 Customer is responsible for all PBX, reverse DNS, wireless network, data network and firewall configurations.  
 Additional equipment needed for networks to operate will be quoted separately.

Deposit Required:	\$0.00
Recurring Charges:	\$5,104.83
One Time Charges:	\$9,551.00
S & H:	\$0.00

**Est. First Bill: \$14,655.83**

THIS DOES NOT INCLUDE ANY TAXES, SURCHARGES OR USAGE.  
 THESE FEES/CHARGES WILL BE REFLECTED UPON THE FIRST MONTHS BILL

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Terms and Conditions

TO VIEW CURRENT TERMS AND CONDITIONS SEE THE FOLLOWING WEB SITE:  
<http://www.flng.com/learn/conditions.html>



# CORTLAND YOUTH BUREAU

35 Port Watson Street • Cortland, NY 13045 • (607) 753-3021 • Fax: (607) 753-3023 • [www.cortland.org](http://www.cortland.org)

TO: Mayor Brian Tobin  
Members of the City Council  
Mack Cook, Director of Administration and Finance  
Lori Crompton, Finance Department

FROM: John McNerney, Youth Bureau Director

RE: Wickwire Pool Trust Fund Deposit

DATE: January 13th, 2014

As you are fully aware the Wickwire Pool fund-raising committee has been busy seeking donation for the renovation of Wickwire Pool. I would like to ask the common council to accept and recognize the following donation:.

<i>Donation</i>	<i>Amount</i>
<i>Cecile &amp; James Dore</i>	<i>\$100.00</i>
<i>Ashley &amp; Beverly Ellefson</i>	<i>\$100.00</i>
<b><i>Total Donations =</i></b>	<b><i>\$200.00</i></b>

Funds should be deposited into the Wickwire Pool Trust Fund. Attached are copies of the checks. Feel free to contact me with any questions at 753-3021 ext.23.





**City of Cortland**  
City Hall – Mayor's Office  
Brian Tobin  
Mayor  
25 Court Street, Cortland, New York 13045  
Website: [www.cortland.org](http://www.cortland.org)

Phone: 607-758-8374

Fax: 607-756-4644

**REAPPOINTMENTS / NEW APPOINTMENTS for January 2014**

**Cable Commission**

Sharon Stevans      Reappointed  
Lisa Kahle            Reappointed

**Historic District Commission**

Karina Murphy      New Member

**Landscape & Design Commission**

Theresa Quail        New Member

**Planning Commission**

Chris Ryan           Reappointed  
Joseph McMahon   Reappointed

**Police Commission**

Thomas O'Mara      Reappointed

**Public Safety/Department of Public Works Commission**

Russell Teeter       Reappointed  
Keith VanGorder    Reappointed  
Cliff Kostuk          Reappointed

**Youth Bureau Commission**

Thomas Steele       Reappointed  
Darrell VanGorder   Reappointed

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF CORTLAND, NEW YORK  
AND  
CORTLAND PROFESSIONAL FIRE FIGHTERS ASSOCIATION,  
IAFF LOCAL 2737**

As a result of negotiations between the Cortland Professional Fire Fighters Association, IAFF Local 2737 (the "Association") and the City of Cortland (the "City"), the following Memorandum of Agreement has been reached:

1. The Association agrees in principle to support a municipal program allowing "bunkers" or volunteer firefighters to provide services in the fire stations and to man fire department apparatus (**See Footnote A**) for the purpose of fulfilling the grant that the City was recently awarded and supplementing and augmenting existing manning provided:
  - A. Prior to appointment as a volunteer "bunker", each volunteer firefighter shall satisfy all of the following training requirements:
    - a. Complete the following OFPC courses or their equivalent:
      - i. Firefighter I or equivalent;
      - ii. Truck Company Operations or Ladder Company Operations;
      - iii. Incident Command System (NIMS 100 & 700);
      - iv. BLS CPR;
      - v. Mask Confidence;
      - vi. Firefighter Survival;

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<sup>A</sup> For the purpose of this agreement, fire department apparatus shall be defined, as any city owned vehicle carry emergency equipment assigned to the fire department that is intended to respond to incident that the fire department is called upon to mitigate or assist in mitigation.

- vii. Medically approved each year to operate as an interior firefighter in accordance with NFPA 1582;
  - viii. Complete Cortland Fire Department Orientation; and
  - ix. Pass Fire Department's Physical Readiness Test.
- B. Within 3 months of his/her appointment, the "bunker" shall successfully complete the Candidate Physical Ability Test or equivalent.
- C. Within 12 months of his/her appointment, the "bunker" shall satisfy all of the following training requirements:
  - a. Firefighter II or equivalent;
  - b. Accident Victim Extrication Course; and
  - c. Rescue Operations or Rescue Technician- Basic.
- D. Within 24 months of his/her appointment, the "bunker" shall satisfy the following training requirement:
  - a. Posses and maintain NYS Emergency Medical Technician – Basic Certification and Basic Life Support for Healthcare Provider Certification.
- E. The "bunker" must complete sufficient annual refresher training as to reasonably maintain proficiency in all of the areas mentioned. The total hours of training shall exceed 50 hours including current certification as an "interior firefighter" according to Cortland Fire Department Standard Operating Procedures.
- F. Any participating volunteer firefighter who allows any of his/her required certification(s) to lapse shall be immediately disqualified from this program until such time the certification(s) are renewed. If the volunteer firefighter obtains the necessary certifications, he/she will then be required to resume the requirements set forth above.

- G. The Association shall be permitted an active decision making role in the development, control, and implementation of any program permitting any volunteer firefighter “bunker” program.
- H. In the interest of facilitating the success of this program, the above training and certification requirements may be modified upon mutual consent of the Association and representatives of the City of Cortland. Without the unanimous consent of both parties, the above requirements shall not be modified. The parties agree that by entering into negotiations for and agreeing to this Memorandum of Agreement they are not reopening any other provision in the Collective Bargaining Agreement.
- I. This Memorandum of Agreement will remain in effect through December 31, 2014, at which time it will sunset and the parties will revert to Article XX in the current Collective Bargaining Agreement. The parties agree the Triborough Law (Civil Service Law § 209-a(1)(e)) and the Triborough Doctrine shall have no application to this Memorandum of Agreement.

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**AGREEMENT BETWEEN THE  
CITY OF CORTLAND AND THE CORTLAND PROFESSIONAL  
FIREFIGHTERS ASSOCIATION**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**CITY OF CORTLAND**  
Brian Tobin  
Mayor – City of Cortland

By: \_\_\_\_\_

**CORTLAND PROFESSIONAL FIREFIGHTERS ASSOC.**  
Derek Reynolds  
CPFFA - IAFF Local 2737 – President

Copy

SHALLOW CREEK KENNELS INC.  
CONTRACT FOR SERVICES

Narcotics Detection/Patrol Police Service Dog

And now this 20th day of December, 2013, this agreement is entered into between Shallow Creek Kennels, Inc. hereinafter referred to as "Contractor" of and City of Cortland hereinafter referred to as "Department" and in consideration thereof agree as follows:

ARTICLE I

This agreement will become effective on the date of execution of same and will remain in full force and effect for a period of six weeks which is agreed to be six weeks from the commencement of training, or unless earlier terminated as provided in Article IV of this agreement. Training shall commence no later than March 24th, 2014 and is estimated to conclude on or before May 2nd, 2014.

ARTICLE II

The contractor will perform the services specified in the description of services attached to this agreement and incorporated herein by reference. The Contractor shall provide the pre-training of One (1) canine(s) supplied by the Contractor and the training of One (1) handler(s) chosen by the Department. It is specifically agreed that the Contractor shall have sole and exclusive discretion to determine the methods, details and means of performing the services more fully described in Article IV.

ARTICLE III

In consideration for the services to be performed by the Contractor, the Department agrees to pay the Contractor the sum of \$13,500.00 said to be paid as follows: \$8,500.00 deposit to be paid no later than February 10th, 2014 and \$5,000.00 to be paid at the conclusion of the training session, no later than May 2nd, 2014. In the event that the Department desires to terminate the Agreement prior to the conclusion of the six week training session, the Department shall forfeit any and all sums of money paid to the Contractor.

#### ARTICLE IV

The Contractor agrees to devote his time, expertise and effort to the performance of his services to the Department as contracted to under the terms of the Agreement; however, it is specifically understood by the parties that the Contractor may at his discretion engage in and provide other services for additional clients, departments and individuals who may not be a party to this Agreement during the length of this Agreement.

The contractor will supply all of the food and board for the canines who are participating in pre-training under the terms of this Agreement. Further, the Contractor will supply all tools and instruments required to perform the services as contracted to under the terms of the Agreement.

It is specifically agreed to that the Department shall indemnify and hold the Contractor harmless from any and all injuries that may be sustained by either the canines or handlers which may occur during the training sessions or after the conclusion of the training sessions. The Department assumes sole and complete responsibility and liability for any and all injuries that may be sustained by either the canines or handlers which may occur during the training sessions or after the conclusions of the training sessions.

It is specifically understood and agreed that the Contractor will not be providing worker's compensation insurance to the handler's who may be participating in the training sessions. It is specifically understood and agreed upon by the parties that the Department shall at all times maintain a liability insurance policy on behalf of their canines. The Department further agrees to hold the Contractor harmless from any and all claims which may arise from any act or omission of the Departments canines or handlers.

The Contractor will not be liable to the Department or any other individuals who may claim any right due to a relationship with the Department for any act or omission in the performance of the services contracted for under the terms of this Agreement. The Department shall indemnify the Contractor free and harmless from any obligations, cost, claims, judgments, attorney fees and attachment arising from, growing out of or in any ways connected with the services rendered to the Department under this Agreement.

Neither this Agreement nor any of the duties or obligations provided for under the terms of the same may be assigned by the Contractor without the prior written consent of the Department.

ARTICLE V

Contractor agrees to train the respective canines possessing the proper drives and characteristics, in the following areas: tracking, area search, article search, building search, criminal apprehension, obedience work and narcotics detection with respect to marijuana, cocaine, heroin and all of their derivatives. Provided that the canine team meets the standards and requirements of the North American Police Work Dog Association at the conclusion of the training sessions contracted for under the terms of this Agreement, the Contractor agrees to certify said canine and handler.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officer, intending to be legally bound hereby.

**WITNESS:**

\_\_\_\_\_

**PARTIES OF THE FIRST PART:**

*C. John Brannon II*

\_\_\_\_\_  
Shallow Creek Kennels, Inc. Agent

**ATTEST:**

\_\_\_\_\_

**PARTY OF THE SECOND PART:**

\_\_\_\_\_  
Department

**CANINE OFFICER COMPENSATION AGREEMENT  
BY AND BETWEEN  
THE CITY OF CORTLAND,  
AND  
THE CORTLAND POLICE BENEVOLENT ASSOCIATION**

**AGREEMENT**, by and between THE CITY OF CORTLAND, with offices at 25 Court Street, Cortland, New York (the "City") and the CORTLAND POLICE BENEVOLENT ASSOCIATION OF CORTLAND (the "PBA") concerning the reasonable compensation of canine officers for any and all off-duty work including, but not limited to, the training, boarding, caring, feeding, walking, grooming, and general maintenance of assigned canines.

**WHEREAS**, the purpose of this Agreement is to state and legal duties and obligations of all parties and to reasonably compensate canine officers for the off-duty training, boarding, caring, feeding, walking, grooming, and general maintenance of their respective canines, in full accordance with the Fair Labor Standards Act of 1938 ("FLSA"); and

**WHEREAS**, the City and PBA seek to resolve and avoid any potential FLSA claim against the City and/or the PBA, with the full involvement of the city's canine officers and negotiate the hours and rate of pay to be paid to canine officers as compensation for any and all off-duty time spent canine training, caring, feeding, grooming, and general maintenance and provide for this future compensation for such activities; and

**WHEREAS**, the City and the PBA seek to establish, with full involvement of the canine officers, and any future City Police Officer canine officers, fair and adequate compensation for any and all off-duty time to be spent canine training, caring, feeding, grooming, and general maintenance; and

**WHEREAS**, this Agreement (i) was reached after extensive, good faith negotiations between all parties, including the individual canine officers, for the mutual benefit of all parties, (ii) was not unilaterally imposed by any party to this agreement, and (iii) took into consideration all of the pertinent facts, including, but not limited to, the reasonable number of hours spent training, caring, and maintaining the canines while off-duty and attributable to the canine officer's police duties;

NOW, upon the mutual promises contained herein as well as good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The City shall have the exclusive option of retaining for law enforcement purposes one or more canines specially trained or to be trained in law enforcement tactics. The authority as to whether or not to retain such canine(s) remains with the City and the City retain the authority to discontinue the use of canines in its law enforcement function at any time, upon recommendation of the Chief of Police.

2. The parties agree that any and all canines assigned to a canine officer shall, at all times, remain City property and are not to be used for other than City Police related purposes, including but not limited to, breeding.
3. Canine Officer's shift and days off are determined by the Chief of Police. Eight hour shifts, rotation to be mutually agreed upon, two consecutive days off – Sunday and Monday.
4. Canine officers will be compensated in addition to their annual base salary, a (1/2) hour of pay based on the current salary level of the Canine officer, each day of the year (365 days) as reasonable compensation attributed to the off-duty training, boarding, caring, feeding, walking, training, grooming, and general maintenance of the canine(s);
5. The City will not suffer or permit the canine officer to work overtime for canine related reasons without direct order of the Chief of Police or his designee.
6. All training and tracking exercise required in excess of the daily norm shall be performed during canine officer's normal designated shift, when possible. For example, if the canine officer and canine must attend an all day training session, it should take place, when possible, on a normally scheduled work day. Any such training shall be approved by the Chief of Police. It is agreed that the Chief of Police shall have the right to assign the canine officer to a different shift to accommodate training requirements from time to time.
7. Time spent by the canine officer commuting to and from work shall not be compensable simply because a canine is being transported. The canine officer shall not be required, suffered or permitted to do any work for the benefit of the City during his preliminary and postliminary time unless called to service by an emergency call.
8. It is agreed that any off-duty care activities of the canine officer, not specifically set forth in this Agreement, shall be at a minimum and it is agreed that they are covered and included in this Agreement.
9. The canine officer's off-duty compensation for the above stated duties and responsibilities, or by a change in the state minimum wage-rate;
10. Canine officers must immediately notify the Chief of Police or his designee, in writing when, for whatever reason, the agreed-to-number of hours is no longer considered a reasonable number of hours by the canine officers. Such notice shall include a detailed and accurate record of hours worked, including hours spent on the canine duties enumerated herein in two week intervals for a period of three months. It is agreed that failure to so notify the City will not impute any knowledge whatsoever to the City.

11. Any and all times during which the canine is not in the custody or possession of a canine officer including, but not limited to, kenneling the canine, is not compensable hereunder;
12. Upon proper and appropriate notification and three months of verified canine time records, the City will in good faith, and within a reasonable time period, enter into negotiations with the PBA to mutually and equitably resolve any issue regarding an increase in hours attributable to the care, maintenance, training and grooming of the canine;
13. The current uniform allowance provided to each canine officer shall be sufficient to cover all cleaning and care of the canine officer's uniform. It is agreed that this Agreement shall require no additional time or effort on the canine officer's behalf in this regard.
14. The canine shall be housed in a kennel while on the canine officer's premises.
15. The canine shall be under constant supervision and control of the canine officer, both on and off duty.
16. The Chief of Police, or his designee, shall have the right to inspect the living conditions of the canine and/or remove the canine and canine supplies;
17. Canine officers shall house, feed and care, obtain necessary medical care for the canine outside of working hours;
18. The Canine officer shall immediately notify the Chief of Police of any problems relative to the care or health of the canine.
19. All food supplies, grooming tools, training tools, leashes, fenced kennel (including a cement pad or equivalent), veterinary services and other miscellaneous products necessary to care for the canine shall be provided by the City. Time spent traveling to and from veterinary visits as well as time spent at the veterinarian's office shall be included within the canine officer's pay period totals.
20. This Agreement contains the entire understanding between the parties relating to term, conditions, and obligations contained herein, and this Agreement completely supersedes any prior written or oral agreements or representations concerning the subject matter hereof. Any oral representation or modification concerning this Agreement shall be of no force and effect.
21. The parties hereto agree that this Agreement shall be governed by and construed under the laws of the State of New York and applicable federal laws;
22. The parties agree that they will seek resolution of any and all disputes and/or disagreements between the parties, concerning the terms, conditions or obligations

stated in the Agreement, through arbitration pursuant to Article VIII of the Collective Bargaining Agreement between the City and the PBA.

23. The parties agree that the provisions of the Agreement are severable, and if any provision hereof is found to be unenforceable, the other terms and conditions shall remain fully valid and enforceable.
24. The City will defend and indemnify each canine officer assigned to the K-9 unit for any injuries or damages caused by their dog which occur or are claimed to have occurred in the performance of their duty during the period in which such officer(s) are or where assigned to the K-9 unit.
25. All dogs purchased and provided to the K-9 unit shall remain the property of the City until the retirement of the dog from the K-9 unit. At the time, the canine officer assigned to that dog shall offer the opportunity to purchase the dog from the City for the sum of one dollar (\$1.00) and, if purchased, shall become the owner of the dog.

City of Cortland

By: \_\_\_\_\_  
Brian Tobin, Mayor

Police Benevolent Association, Inc.

By: \_\_\_\_\_  
Joseph Peters, President