



SPECIAL COMMON COUNCIL MEETING AGENDA ITEMS

Date: 07-27-2022
 Time: 6:00 PM
 Location: [City of Ithaca YouTube Channel](#)

Item	Voting Item	Presenter(s)	Time Allotted
CALL TO ORDER	No	Acting Mayor Lewis	30 Mins
1.1 Additions to or Deletions from the Agenda			
1.2 Petitions and Hearings of Persons before Council			
1.3 Privilege of the Floor – Mayor and Council			
		*Note: See instructions below on how to participate	
SPECIAL ORDER OF BUSINESS			
2.1 Community Justice Center Contract	Yes	Acting Mayor Lewis	20 Mins
INDIVIDUAL MEMBER FILED ITEMS			
3.1 Ithaca Police Department Lateral Transfer Incentive	Yes	Acting Mayor Lewis	10 Mins
3.2 Ithaca Farmer’s Market Lease Amendment	Yes	Acting Mayor Lewis	10 Mins
3.3 South Albany Street Bridge Replacement Project	Yes	Bridge Systems Engineer	
MEETING WRAP-UP			
4.1 Adjournment			

How to Participate in Public Comment Virtually

Email Common Council Through the Agenda Link

Written comments can be submitted to Common Council using this form: [Common Council Public Comment Form](#). Comments should be submitted no later than 5:00 pm on the day of the meeting. These comments will not be read into the record but will be included as an attachment to the meeting minutes. Any comments received after 5:00 pm will be saved for the next meeting.

Register to Speak at the Meeting Via Zoom

At 9:00 am on the day of the Common Council meeting, a link will be opened on the [Common Council webpage](#) for people to register to speak at the beginning of the meeting. The first hour of the meeting will be dedicated to public speaking. Registration will close at 3:00 pm in order to allow time to calculate how long each person will be allowed to speak. If you register, you will be emailed the Zoom link later that day. Use that link to sign in and enter the Zoom meeting. You will be selected to speak in the order that you were registered. You must be present in the meeting when it is your turn to speak, or you will forfeit your time. You can use video or telephone to participate.

Questions about the meeting protocol can be forwarded to City Clerk Julie Conley Holcomb at (607) 274-6570 or jholcomb@cityofithaca.org in advance of the meeting.

2.1 Resolution Approving Draft Contract for Community Justice Center

WHEREAS, following on the Governor's Executive Order 203, one of the many steps identified for potential City action was the creation of the Community Justice Center as a jointly funded City/County collaborative department to: determine implementation priorities; develop budget impacts for the implementation of plan elements; manage the implementation of the joint plan elements as approved by the City of Ithaca and Tompkins County; receive, manage, and analyze data; provide coordination of the operation of the policing systems in our community; and provide reports to the City and County regarding the progress in implementing these changes, and

WHEREAS, the City and County held discussions to determine the operational description, budget, and cost share for a Community Justice Center, with those details outlined in a joint memo dated May 18, 2021 as further referenced in Council's funding resolution dated June 2, 2021, and

WHEREAS, that joint memo provided, in pertinent part:

“To operationalize the CJC, the City and County would agree to the following framework:

- Develop a contract that outlines the parameters of the working relationship between Tompkins County and the City [of] Ithaca. The contract would be revisited, revised and updated as requested by the Tompkins County Legislature and Common Council or their designees.
- The City of Ithaca would reimburse the County for staffing and operating costs of the CJC as outlined in the contract.
- ...”

and also provided that the CJC: “requires [a] two-year financial investment which would be re[e]valuated after the two-year period”, specifying a “Total Funding Request” per year of \$124,430, which amount the City subsequently funded via resolution of June 2, 2021, and

WHEREAS, the City and the County have held further meetings in an effort to develop such a contract that would create the Community Justice Center as a department of the County toward which the City would pay half the cost, and

WHEREAS, in those meetings the County has advocated for an additional staff position in the CJC, which would increase the City's annual financial commitment to the County from \$124,430 to \$138,453, and

WHEREAS, in those meetings the County has also advocated towards a term in excess of the two-year period agreed in the above-referenced joint memo, and

WHEREAS, the Common Council desires to accommodate these County requests for increased commitment beyond the 2021 joint memo and funding resolution by funding the CJC at the \$138,453 level and including a one-year contract auto-renewal at the end of 2023; now, therefore, be it

RESOLVED, That Common Council authorizes the Mayor to finalize negotiation of and thereafter execute a contract creating and funding the CJC on terms substantially similar to the draft contract included herewith.

AGREEMENT

This AGREEMENT is made by and between the **City of Ithaca** (hereinafter referred to as the “City”), a municipal corporation with offices at 108 East Green Street, Ithaca, New York 14850, and the **County of Tompkins** (hereinafter referred to as the “County”), founded and existing under the laws of the State of New York with offices at 125 East Court Street, Ithaca, New York 14850.

WITNESSETH

WHEREAS, on June 12, 2020, New York State Governor Andrew Cuomo issued Executive Order 203, calling upon local governments which operate police agencies to study their current operations and develop a plan to address “the particular needs of the communities served by such police agency and promote community engagement to foster trust, fairness, and legitimacy, and to address any racial bias and disproportionate policing of communities of color,” with a directive to respond to the Governor by April 1, 2021, and

WHEREAS, the City of Ithaca, which maintains a City Police Department, and Tompkins County, which maintains a Sheriff’s Office, determined that a joint review of policing practices in both jurisdictions was advantageous, and

WHEREAS, the Tompkins County Legislature and the City of Ithaca Common Council received a Draft Report on February 22, 2021, and conducted town halls, public forums, and public hearings after publication of the Draft Report, and considered the recommendations contained in the Draft Report in response to the information received from the public, and determined that an opportunity for meaningful action is possible through development of joint plans that were mutually adopted by joint resolutions on March 30, 2021 by the Tompkins County Legislature and March 31, 2021 by the City of Ithaca Common Council; and

WHEREAS, the Draft Report proposed the creation of a Community Justice Center as a jointly funded City/County collaboration to: recommend implementation priorities, develop projected budget impacts for the implementation of plan elements, assist in the implementation of the joint plan elements as approved by the City of Ithaca’s Common Council and Tompkins County’s Legislature; receive, manage, and analyze data; suggest opportunities to further coordinate the operation of the policing systems in our community, and; provide reports to the City of Ithaca and Tompkins County regarding the progress in implementing these changes,

NOW THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the CITY and the COUNTY (the “PARTIES”) hereto agree as follows:

1. The initial term of this Agreement shall begin on September 1, 2021, and expire on December 31, 2023, at which time this Agreement will automatically renew for an additional period of one year, expiring on December 31, 2024, unless either party has notified the other by no later than November 15, 2023 in writing of its determination not to so renew.
2. The County shall operate the “Community Justice Center” (“CJC”). This shall include the hiring and supervision of staff as well as the provision of office space and equipment.

3. The CJC will be responsible for leading community engagement and collaborating with City and County departments to implement approved joint plans. Responsibilities shall include, but not be limited to, data analysis, scheduling and coordination of meetings and events, creation of draft policies, receipt and analysis of stakeholder feedback creation of proposed plans and reports. The staff is anticipated to include a Project Director; a Data Analyst responsible for collaborating with County IT systems, Department of Emergency Response, Sheriff's Office, and Ithaca Police Department to implement such data-related recommendations as are approved; and an Administrative Assistant.
4. The structure and legislatively prescribed composition of the CJC Advisory Board (or such similar body as the CJC may recommend), and each individual appointment thereto, shall be subject to the approval of both the Common Council and the County Legislature.
5. CJC staff shall be County employees under the day-to-day supervision of Tompkins County Administration. No employees shall be hired until and unless agreed upon in writing by the Mayor, on behalf of the City, and _____, on behalf of the County. The parties explicitly agree that CJC staff shall in no respect be City employees, and that all employer responsibilities, authorities, and liabilities with respect to CJC employees shall be solely the County's.
6. The City and the County shall each designate one or two primary points of contact in their organizations with respect to the Agreement.
7. The budget of the CJC during its initial year is agreed not to exceed \$276,906, of which the City's not-to-exceed amount is \$138,453 and the County's is \$158,403, including \$19,950 of County-only expense for Project Management Software. These budgetary figures are for expenditure on joint City-County work only. The City intends in good faith to support the full year's expenditure of this budget for each of the years included in the term of this contract, pursuant to Council approval as provided in this Agreement. This budget is comprised of staffing and office operating expenses is as follows:
 - a. Project Director (full-time)
 - i. Salary - \$83,866
 - ii. Benefits - \$44,197
 - iii. Total Position Cost - \$128,063
 - b. Data Analyst (full-time)
 - i. Salary - \$69,285
 - ii. Benefits - \$36,513
 - iii. Total Position Cost - \$105,798
 - c. Administrative Assistant (part-time)
 - i. Salary - \$18,491
 - ii. Benefits - \$9,554
 - iii. Total Position Cost - \$28,045
 - d. Total Staffing Cost not to exceed - 261,906
 - e. Other Operating Expenses - \$15,000
 - f. Total Community Justice Center Staff and Operating Expenses - \$276,906 (*The City share is \$138,453*)

8. The CJC shall, no later than August 15 of each year, beginning in 2022, present in writing to the Common Council a prospective annual work plan identifying each significant subject matter on which the CJC will work in the subsequent calendar year (“Proposed Annual Work Plan”), confirming for each subject matter that it is proposed as a joint City-County subject matter, and providing for each such subject matter a budget estimate in a form satisfactory to Common Council (“Proposed Annual Budget”). The Common Council shall then, in its discretion, vote to approve, amend, or disapprove of the Proposed Annual Work Plan and Budget prior to the commencement of the applicable subsequent calendar year. Such Annual Work Plan and Budgetary Estimate as is ultimately approved by the Common Council (“Approved Annual Work Plan and Budget”) shall be the sole basis for City financial responsibility under this Agreement, and once approved each year shall be incorporated by reference into an Appendix A to this Agreement. All proposed expenditures in excess of the approved Work Plan must be approved by the Mayor in writing and by vote of the Common Council.
9. The City and County will, within the annual budgetary authorization and contribution that each makes toward the CJC, share evenly all expenses for joint City-County elements included in the Approved Annual Work Plan and Budget. Expenses include, but are not limited to, staff salary, fringes, , and operating costs, but not equipment for which the County is solely responsible because all such assets will exist in a County facility for the foreseeable future. The County will invoice those City costs to the City within 30 days after the close of each quarter and the City will pay its share within forty-five (45) days from receipt of an invoice. It shall be the responsibility of the CJC to limit work and expenditures for which the City is to be financially responsible under this Agreement in such a manner as not to exceed the City’s annual budgetary allocation to the CJC, which shall in all circumstances constitute the not-to-exceed amount for City financial responsibility under this contract.
10. The County shall not subcontract services outlined herein, or contract with another government entity to provide such services, without first notifying the City of their intent to do so and receiving the Mayor’s approval (or that of her designee) in writing. Subcontracted services as outlined herein shall additionally be subject to Tompkins County’s procurement policy with written notice to the Mayor.
11. Evaluation of the Community Justice Center performance will be conducted using a mutually agreed upon process. An evaluation and review will occur no less than once annually.
12. Either party may terminate this Agreement on six months’ written notice, or, if the other party is in material breach, after forty-five (45) days notice and opportunity to cure.
13. Indemnification.
 - a. The County and the City, to the fullest extent as permitted by law, shall indemnify, defend, and hold harmless each other and each other’s officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or

persons or damage to property, but only to the extent that the same arises out of the negligence or wrongdoing of the indemnifying party in its operation of the CJC.

14. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.
15. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The Parties shall use all reasonable efforts to substitute a valid, legal, and enforceable provision that implements the purposes and intents of this Agreement.
16. This Agreement may not be amended, modified, or reassigned except in writing by mutual agreement of the Parties, hereto nor may any obligations be waived orally.
17. All notices herein shall be deemed sufficient and properly given if in writing and delivered in person or by United States Mail to the following:
 - a. To the City: Mayor, City of Ithaca, 108 East Green Street, Ithaca, New York 14850; and City Clerk, City of Ithaca, 108 East Green Street, Ithaca, New York 14850.
 - b. To the County: County Administrator, 125 East Court Street, Ithaca, New York 14850.
18. The signees on behalf of each of the Parties warrant that they are duly authorized to bind their organization to the terms and provisions set forth herein, and further acknowledge that the other party is entitled to rely upon this representation of authority.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as the day and year first above written.

DATE: _____

DATE: _____

CITY OF ITHACA Authorized Signature

COUNTY OF TOMPKINS Authorized Signature

Print Name & Title

Print Name & Title

Approved a TO FORM: _____

County Attorney



Memorandum

To: Tompkins County Legislature and City of Ithaca Common Council
From: Jason Molino, County Administrator and Svante Myrick, Mayor
Subject: Community Justice Center
Date: May 18, 2021

In response to Executive Order 203, Tompkins County and Common Council adopted resolutions on March 30 and March 31 to address systemic inequities including disproportionate minority contact on People of Color, specifically Black people in the public safety system. A part of the report included the establishment of a Community Justice Center to coordinate the implementation of the recommendations. City and County leaders have an expressed commitment to continuous progress to address the needs of the community related to disproportionate minority contact.

Since the adoption of the recommendations, County Administration staff met with members of the Legislature, Sheriff's Office, Assistant District Attorney's Office, Assigned Counsel, Public and Mental Health Department, Department of Social Services, Youth Services, Department of Emergency Response, Information Technology Services, Ithaca Police Department and Department of Human Resources for the City of Ithaca to discuss next steps in the process including any concerns moving forward. The feedback included:

- Defined roles and responsibilities as the recommendations are implemented; and
- Ongoing communication about the process and how recommendations are integrated; and
- Request for clarification on the timeline for funding recommendations; and
- Increased opportunities to engage in the process; and
- Clarification on how new staff members will interface with City/County departments.

In consideration of feedback received from community members since the beginning of the process and input provided by City/County elected officials and leaders, the establishment of a Community Justice Center requires the following two-year financial investment which would be reevaluated after the two-year period;

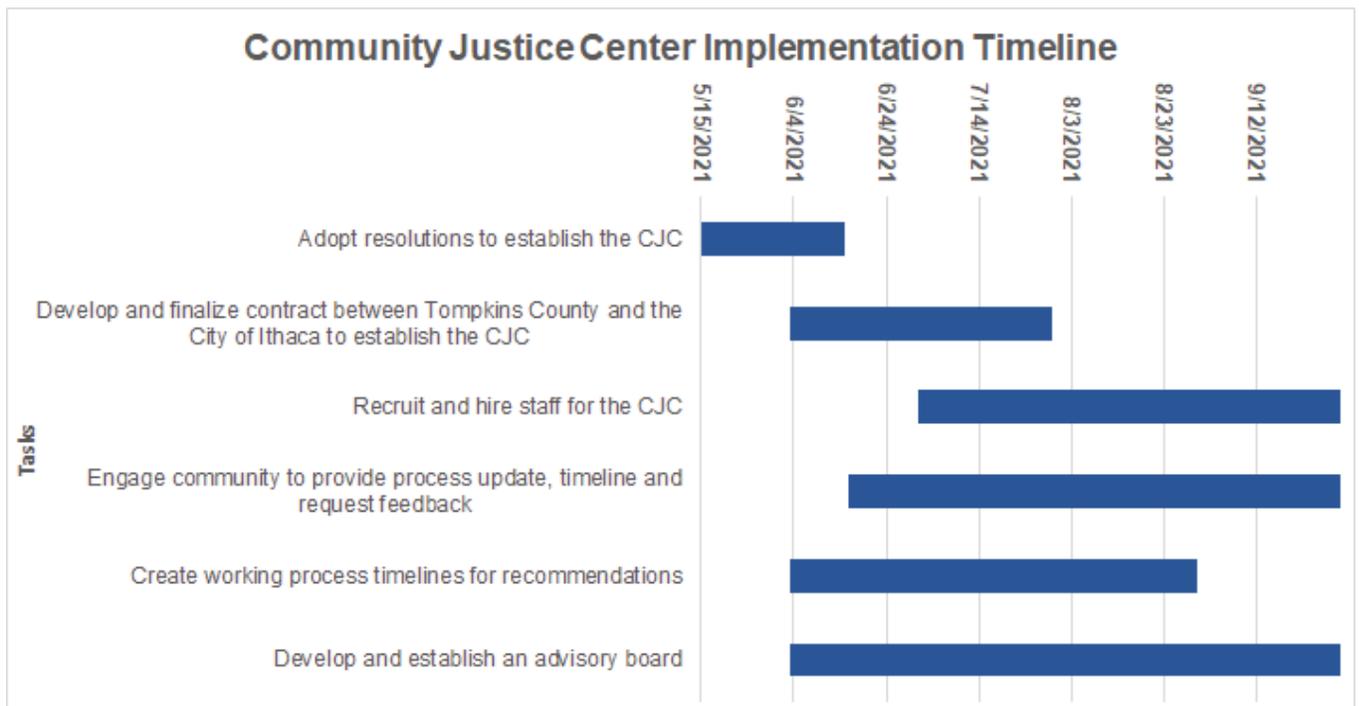
- a. Project Director of the Community Justice Center
 - a. Salary - \$83,866
 - b. Benefits - \$44,197
 - c. Total Position Cost - \$128,063
- b. Data Analyst (Program Analyst)
 - a. Salary - \$69,285
 - b. Benefits - \$36,513
 - c. Total Position Cost - \$105,798
- c. Total Staffing Request - \$233,861
- d. Other Operating Expenses - \$15,000
- e. Project Management Software – \$19,950 (County only expense)
- f. **Total Funding Request - \$268,811 (City of Ithaca would pay \$124,430/Tompkins County would pay \$144,380)**



The budget for the Community Justice Center is loosely based upon an Emergency Operations Center model with two full-time dedicated staff assigned to collaborate between the City of Ithaca and Tompkins County public safety services and administrations to implement the recommendations of the plan. The pandemic highlighted the ability of government to dedicate resources to a critical community issue, make progress, and ensure the health and wellbeing of the community is protected which is one of the primary goals of the Reimagining Public Safety Process.

The expenses of the Community Justice Center would be split evenly except for the project management software which would be owned by the County but accessible by the City for the purposes of the Reimagining Public Safety process. The Community Justice Center staff would be employees of Tompkins County with dual reporting responsibilities for the process. The Community Justice Center staff would be housed in the Mental Health Building and there would be regular reports to the Tompkins County Legislature and Common Council in addition to community forums to provide updates and receive feedback on the process.

To implement the CJC, the following process steps and timeline that include adoption of the resolution, developing and finalizing a contract with the City of Ithaca, engaging community with process updates and next steps, recruiting and hiring staff, development of an advisory board and creating a joint process implementation timeline are provided below with the expectation that CJC staff will be hired and onboard by the end of October:



To operationalize the CJC, the City and County would agree to the following framework:

- Develop a contract that outlines the parameters of the working relationship between Tompkins County and the City Ithaca. The contract would be revisited, revised and



updated as requested by the Tompkins County Legislature and Common Council or their designees.

- The City of Ithaca would reimburse the County for staffing and operating costs of the CJC as outlined in the contract.
- Daily support would be provided by the County Administrator or their designee
- Provide progress reports to the Tompkins County Legislature and Common Council monthly until the end of 2021 and the frequency would be evaluated thereafter but no less than quarterly updates.
 - The CJC would communicate updates in concert with the Legislature and Common Council schedules – Updates may come in the form of written report or presentation based upon the needs of the governing bodies.
 - Updates would include presentations to legislative committees as requested including the Public Safety and Workforce Diversity and Inclusion Committees in addition to CJATI. Committees within the City of Ithaca will also receive routine updates as requested.
- The CJC staff would be responsible for collaborating and facilitating the implementation of the recommendations but would not have direct supervision of any of the services areas that include both elected and non-elected leadership.
- Based upon the approval of the jointly adopted recommendations, collaboration between the City and County has been identified as the best path forward. This means the cooperation of Offices and Departments involved in the public safety system is paramount to the success of implementation of the plan. As such, the CJC staff will serve as projects managers to organize, convene, facilitate, and collaborate across both organizations in addition to the community to implement the plan.
- Conflicts would be resolved through the use of shared working agreements established within the framework and would be addressed directly with the conflicting Offices and Departments.
- The CJC would be responsible for seeking input, providing updates, making recommendations to leadership for community involvement, and implementing community-based solutions as outlined in the resolutions that community be involved in all aspects of the plan while also recognizing leadership and managerial authority within the impacted organizations.

The CJC would establish a framework for an Advisory Board/Commission for public accountability to include:

- Operationalize the advisory board/commission under a specific charge that outlines of the role of the group.
- Adopt a resolution to create a joint commission.
 - Establish the membership.
 - Formalize the protocol.
 - Engage stakeholders around the commission parameters.
- Monitor implementation of the plan and provide recommendations for change management to the Legislature and Common Council as necessary
- Organize around shared working agreement.
- Serve one to two-year term by appointment of the Tompkins County Legislature and Common Council with re-appointment annually.



- Serve as representation of the broader community to reinforce the purpose of Executive Order 203
- Serve as liaisons to the community regarding the process.
- Advise and support the Community Justice Center staff
- The Advisory Board would be coordinated by the Community Justice Center staff and supported by appropriate County/City departments
- The Advisory Board does not replace pre-existing Legislative bodies and would be in addition to the current reporting structure.

The CJC would be responsible for leading community engagement efforts which would include:

- Service to the advisory board
- Facilitation of town halls in-person and virtually no less than quarterly with community partners. Some organizations include GIAC, Southside Community Center, REACH, NAMI, Human Services Coalition, Mental Health Community Services Board, Faith Partners, Tompkins County Anti-Racism Coalition, OAR, URO, and all Community Coalitions) **This list is not all-inclusive and will include many more organizations.**
- Transition the website to the implementation phase.
- Input and recommendations on the metrics for a community dashboard
- Developing routine communications to be distributed in writing and orally to share with the community.
- Engage with the community through website feedback.
- Conducting formal and/or informal surveys of the community to receive robust feedback on an ongoing basis.
- Innovative use of social media and/or the best-practices in reaching minoritized groups.

Upon adoption of the joint recommendation of the CJC, City/County staff would collaboratively develop a hiring, recruitment and search committee strategy for the Community Justice Center with the following:

- A draft of the implementation plan including job descriptions will be submitted to the County Public Safety Committee on May 20 and this meeting will include a request for approval of a resolution the creating the CJC positions.
- Upon approval of the resolution by the Public Safety Committee, the resolution would be sent to Budget, Capital and Personnel Committee on June 14 and a final vote of the Tompkins County Legislature would occur on June 15.
- Common Council will vote on June 2 to approve funding and funding will be available to be expensed.
- Begin advertisement and recruitment for the positions collaboratively between the City and the County by July 15, 2021.
- Develop a search process that incorporates elected officials, department heads and community members by July 30, 2021.
 - Search panel orientation and training
 - Onboard new CJC employees by October 31, 2021

This is a framework and outline for the recommendations with the flexibility to adjust to the plan as a living document to be modified based upon the needs of the community to address Executive Order 203 effectively. In addition, this plan to establish the CJC reinforces the



commitment of the City and County to the process and serves as notification to the community regarding the responsiveness of government.

Until the CJC is fully operational, City/County staff will continue to move the plan forward. It is anticipated the will take a minimum of three to five years with new recommendations to be incorporated as additional needs are identified and plan recommendations progress. The plan implementation process will be iterative and below is a preliminary implementation that will be modified as needed. The Legislature and Common Council will receive routine updates including updates to the implementation schedule.

**4.5 Resolution Establishing the Community Justice Center in Collaboration
Between the City of Ithaca and Tompkins County**

By Alderperson Mohlenhoff: Seconded by Alderperson Kerslick

WHEREAS, the New York State Governor issued Executive Order 203, calling upon local governments that operate police agencies to study their current operations and develop a plan to address “the particular needs of the communities served by such police agency and promote community engagement to foster trust, fairness, and legitimacy, and to address any racial bias and disproportionate policing of communities of color”, and

WHEREAS, the City of Ithaca and Tompkins County have, by concurrent resolutions, submitted plans in response to the Executive Order, which contain both separate and joint undertakings for changes in community policing practices, and

WHEREAS, in those resolutions, the City of Ithaca and Tompkins County recognize the need to determine next steps to develop the programmatic expression of the joint elements of their adopted plans, being a long term process to make substantive improvements in our criminal justice system, recognizing that implementation will require time, resources, investigation, and commitment, including the determination of budget priorities, cost share, and the logistics necessary for cooperation and collaboration between the City of Ithaca and Tompkins County on the joint elements of their respective plans, and

WHEREAS, the City of Ithaca and Tompkins County, as a conclusion to the Reimagining Public Safety Collaborative, received a Draft Report entitled “Public Safety Reimagined. Recommendations report following a collaborative effort between the City of Ithaca & Tompkins County, N.Y.,” which has served as an information resource for the respective plans prepared by the City of Ithaca and Tompkins County, and

WHEREAS, the Draft Report proposed the creation of a Community Justice Center as a jointly funded City/County collaborative department to: determine implementation priorities; develop budget impacts for the implementation of plan elements; manage the implementation of the joint plan elements as approved by the City of Ithaca and Tompkins County; receive, manage, and analyze data; provide coordination of the operation of the policing systems in our community; and provide reports to the City and County regarding the progress in implementing these changes, and

WHEREAS, the City of Ithaca and Tompkins County have each determined that the creation and operation of a Community Justice Center is necessary to implement their respective plans, and

WHEREAS, the City and County held discussions to determine the operational description, budget, and cost share for a Community Justice Center, with those details outlined in a joint memo; now, therefore be it

RESOLVED, That Common Council approves the creation of the Community Justice Center as a collaborative department between the City of Ithaca and Tompkins County, and, be it further

RESOLVED, That Common Council commits to funding its share of the Community Justice Center in an amount not to exceed \$124,430, with the source of funds to be derived from the Unrestricted Contingency Fund, and, be it further

RESOLVED, That Common Council hereby transfers an amount not to exceed \$124,430 from the Unrestricted Contingency Account A1990 to A1210-5435 Mayor Contracts, for the purpose of accounting for the City's funding share of the Community Justice Center, and, be it further

RESOLVED, That Common Council will receive regular reports regarding the establishment of the Community Justice Center, and any additional budgetary requirements for implementation of the undertakings identified in the Reimagining Public Safety Plan and shall consider this information prior to any further expenditure being made.

Carried Unanimously

Common Council
June 1, 2022

5. Common Council - Request to Release Restricted Contingency Funding for Community Justice Center

By Alderperson Cantelmo: Seconded by Alderperson Nguyen

WHEREAS, as part of the authorized 2022 City Budget, \$307,666 was included in the Restricted Contingency account for the City Share of the Community Justice Center, a jointly funded City/County collaborative to implement the Reimagining Public Safety plans; and

WHEREAS, the County is putting together the Community Justice staffing and program funding for 2022, including a Project Director, Data Analyst and Administrative Assistant and related fringe benefits and other program expenses at annual estimated cost of \$276,906; and

WHEREAS, the City already funded \$124,430, which was transferred from Unrestricted Contingency in 2021 and encumbered to 2022 for the Community Justice Center City share of funding, but this amount did not include funding for a shared Administrative Assistant position; and

WHEREAS, the estimated additional City share funding needed for 2022 is \$14,023 for the Administrative Assistant position; now, therefore be it

RESOLVED, That Common Council hereby release an amount not to exceed \$14,023 from account A1990 Restricted Contingency and transfer it to account A3020-5435 Community Justice Center Contracts for the purposes of funding the City share of an Administrative Assistant position for the City/County jointly funded Community Justice Center.

Carried Unanimously

3.1 Common Council – Approval and Authorization to Execute Memoranda of Agreement with Ithaca Police Benevolent Association

RESOLVED, That the Common Council approves the proposed memorandum of agreement between the City of Ithaca (“City”) and the Ithaca Police Benevolent Association (“PBA”) providing a monetary incentive to persons legally authorized to serve as police officers in the State of New York and deemed appropriate for hire by the Ithaca Police Department (the “Department”), in the amount of \$20,000.00 per officer hired, to transfer laterally to the Department and commit to service with the Department for not less than two (2) years, such incentive to remain in effect until December 31, 2023; and, be it further

RESOLVED, That the Common Council approves the proposed memorandum of agreement between the City of Ithaca and the Ithaca Police Benevolent Association providing that officers who have one or more years of service in another department who transfer laterally to the Department shall be hired at the Step 2 salary rate set forth in the collective bargaining agreement between the City and the PBA (the “CBA”), and officers who have two or more years of service in another department who transfer laterally to the Department shall be hired at the Step 3 salary rate set forth in the CBA, such provision to remain in effect until December 31, 2023 (at which time, unless this MOA is extended, the parties will revert to the current provision, under which an officer transferring laterally to the Department must have five or more years of service with their prior department to be hired at the Step 3 salary rate); and, be it further

RESOLVED, That the Acting Mayor is authorized to fully execute the proposed memoranda of agreement on behalf of the City in substantially the form submitted herewith.

MEMORANDUM OF AGREEMENT

WHEREAS, the City of Ithaca (the "City") and the Ithaca Police Benevolent Association ("PBA") are parties to a collective bargaining agreement (the "Agreement") for the period January 1, 2014 through December 31, 2023; and

WHEREAS, the parties contemporaneously entered into a Memorandum of Agreement dated July __, 2022 (the "July 2022 MOA") to improve the Ithaca Police Department's (the "Department") ability to hire police officers who either are lateral transfers from other departments or officers reinstated after resigning from this or other departments (collectively, "Lateral Hires," as further defined below); and

WHEREAS, the Department currently has a significant number of funded and unfilled positions, and several officers will become eligible for retirement in the near future; and

WHEREAS, the Department therefore desires to offer a further incentive for potential Lateral Hires to join the Department on a trial basis;

NOW, THEREFORE, it is hereby agreed between the PBA and the City as follows:

- 1. Existing Incentive Preserved.** The July 2022 MOA shall remain in full force and effect. Its contents are incorporated by reference into this Memorandum of Agreement ("MOA").
- 2. Meaning of Lateral Hire.** The term "Lateral Hire" as used in this MOA is defined to mean a person authorized to serve as a police officer in the State of New York who has the experience and qualifications set forth in Article III, Section A, subparts (i), (ii), and (iii) of the Agreement, as amended by Section 1 of the July 2022 MOA.
- 3. Incentive Amount and Payment.** A Lateral Hire joining the Department after the effective date of this MOA shall, in addition to the salary enhancement provided for in the July 2022 MOA, receive a signing incentive of \$20,000.00 (the "Incentive"). The Incentive shall be paid in two (2) equal installments of \$10,000.00, the first at the end of the first regular pay period of such officer's employment as a police officer for the City, the second at the end of the officer's first full year of employment as a police officer for the City.
- 4. Commitment to Employment and Other Conditions.** Receipt of the Incentive shall be conditioned upon the Lateral Hire's execution of an agreement in the form annexed hereto as Exhibit A committing to two (2) years of continuous employment with the City as a police officer or supervisory officer of the Department and related terms concerning repayment and/or non-payment of all or a portion of the Incentive in specified circumstances in which employment is not maintained.

5. Miscellaneous.

a. The parties acknowledge that each has read this MOA, that each party fully understands its contents and that each party signed the same and entered this MOA voluntarily.

b. This MOA sets forth the full and complete agreement of the parties concerning incentives for Lateral Hires to join the department. No other provisions of the Agreement are affected hereby. This MOA may only be amended by written agreement signed by all parties hereto.

c. This MOA is subject to approval of the City's Common Council. It shall become effective on the later to occur of Common Council approval or the last date of signature set forth below.

d. This MOA shall expire on December 31, 2023 notwithstanding continuation of other provisions of the parties' collective bargaining agreement thereafter by operation of New York state law, unless this MOA is specifically extended by further written agreement of the parties or incorporated into the terms of a successor collective bargaining agreement between the parties.

CITY OF ITHACA

Laura Lewis, Acting Mayor

Dated

**ITHACA POLICE BENEVOLENT
ASSOCIATION, INC.**

Name, Title

Dated

EXHIBIT A

HIRING INCENTIVE AGREEMENT

This Hiring Incentive Agreement is made and entered as of [Date: _____]
between the City of Ithaca (the "City") and [Name: _____].

WHEREAS, [Name] has met all qualifications and standards to become a police officer for the City of Ithaca Police Department (the "Department"); and

WHEREAS, the City and the Ithaca Police Benevolent Association (the "PBA") have entered into a Memorandum of Agreement under which [Name] is eligible to receive an incentive payment to join the Department for a period of at least two (2) years; and

WHEREAS, [Name] desires to join the Department as a police officer and receive the incentive payment;

NOW, THEREFORE, the parties agree as follows:

- 1. Incentive Amount and Payment.** [Name] shall receive a signing incentive of \$20,000.00 (the "Incentive"). The Incentive shall be paid in two equal (2) installments of \$10,000.00 each, the first at the end of the first regular pay period of [Name]'s employment as a police officer for the City, the second at the end of the first regular pay period of [Name's] second year of employment as a police officer for the City.
- 2. Two Year Commitment.** Payment of the Incentive is conditioned upon [Name]'s commitment and fitness to remain actively employed by the City for a period of at least two (2) years, measured from date of hire, which commitment [Name] reaffirms hereby.
- 3. Consequences of Premature Termination.**
 - a. Resignation or Termination During Probationary Period, or First of Second Year.** If [Name] resigns, retires, or is terminated from employment during [Name]'s probationary period or otherwise during [Name]'s first year of service, [Name] shall repay the entire first installment of the Incentive to the City. If [Name] resigns, retires, or is terminated from employment during [Name's] second year of service, [Name] shall repay the entire second installment of the Incentive to the City.
 - b. Termination for Cause.** In the event [Name] is suspended from active service pending disciplinary termination for Cause while any portion of the Incentive remains unpaid, payment of the Incentive shall be suspended during the period of suspension from service. In the event Cause is found to terminate [Name]'s employment, the Incentive shall be treated in the same

manner as for resignation, measured as though the resignation occurred on the date [Name] ceased active service due to the disciplinary infraction. In the event Cause is not found to terminate [Name]'s employment, any unpaid portion of the Incentive will be paid as though there has been no interruption in the [Name's] service, unless the arbitrator directs otherwise.

- c. **Death.** No portion of the Incentive shall be subject to repayment in the event of [Name's] death. No future payments of the Incentive shall be made subsequent to [Name's] death.

4. **Extended Absences.**

- a. **Performance of Duty Injury.** No portion of the Incentive shall be subject to repayment as a result of any absence for which [Name] is eligible for benefits pursuant to Section 207-c of the General Municipal Law. In the event [Name] is absent due to a performance of duty injury for a period or periods exceeding sixty (60) calendar days in [Name's] second year of employment, [Name] shall receive the year's installment prorated based on the actual number of days worked by [Name].
- b. **Non-Performance of Duty Injury or Disability.** In the event [Name] leaves employment with the City due to a non-performance of duty injury or disability, Section 3.a. shall apply.

- 5. **Recoupment.** Any portion of the first or second installment of the Incentive becoming due from [Name] to the City shall be payable in the gross amount thereof, without regard to tax withholdings from the Incentive payments made. [Name] acknowledges and agrees that the City may, and specifically authorizes the City to deduct any amount of unvested Incentive due from [Name] to the City from any other payment of any kind or character that may be due from the City to [Name]. Recoupment shall be in addition to any other lawful remedies the City may pursue to collect any repayment of the Incentive owed by [Name].

6. **Miscellaneous.**

- a. The parties hereby acknowledge that each has read this Agreement, that each fully understands its contents and that each party signed the same and entered this Agreement voluntarily.
- b. This Agreement sets forth the full and complete agreement of the parties concerning terms and conditions of the Incentive. None of the parties' rights under the collective bargaining agreement between the City and the PBA, policies of the Department, or policies of the City are affected or impaired hereby. This Agreement may only be amended by written agreement signed by all parties hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates set forth under their signatures below.

Name

Dated

CITY OF ITHACA

Name, Title

Dated

MEMORANDUM OF AGREEMENT

WHEREAS, the City of Ithaca (“City”) and the Ithaca Police Benevolent Association, Inc. (“PBA”), are parties to a collective bargaining agreement (“Agreement”) for the period January 1, 2014 through December 31, 2023.

WHEREAS, the parties desire to improve the Ithaca Police Department’s ability to hire officers who either are lateral transfers or resignation/reinstatements by increasing the starting salary for such officers; and

WHEREAS, the increased salary is offset by a reduction in academy and other training costs that the Department is not required to spend when hiring a lateral transfer or resignation/reinstatement; and

WHEREAS, the parties wish to amend certain provisions of the Agreement;

NOW, THEREFORE, it is hereby agreed by and between the PBA and the City as follows:

1. Article III, Compensation, Section A (entitled Salary) of the Agreement (as reflected in the 2008 to 2011 contract booklet)¹ is amended to read as follows:

All sworn officers shall receive the salary benefits set forth in Appendix A of the Collective Bargaining Agreement; provided, however, that all officers with a date of hire on or after June 29, 2022 who: (i) were employed as sworn officers within the six months prior to their appointment; (ii) either (a) transfer pursuant to Section 70(1) of the New York State Civil Service Law and Rule XVII of the City of Ithaca Civil Service Rules or (b) are reinstated pursuant to Rule XVIII of the City of Ithaca Civil Service Rules after resigning from a sworn officer position in another civil service jurisdiction; and (iii) have completed a minimum of one year of full-time service as a sworn officer in a Municipal or County police department or sheriff’s office in New York State, shall be hired: (i) at the Step 2 rate of pay if the officer has completed at least one year of such full-time service; or (ii) at the Step 3 rate of pay if the officer has completed at least two years of such full-time service. Service as a corrections officer shall not be included when calculating years of service under this provision.

The sole purpose of this amendment is to provide such officers with a higher salary upon their initial appointment with the Ithaca Police Department to reflect their past experience as a police officer. For all other purposes, including but not limited to selection of vacation, overtime distribution, and longevity payments, in accordance with Article XII, Section B a lateral transfer’s seniority date shall be his or her date

¹ Corresponding to Article III, Compensation, Section A-1 (entitled Starting Salaries for Officers Hired Laterally or Reinstated) of the revised contract booklet proposed by the City and under consideration by the PBA.

of hire as a member of the Ithaca Police Department, except where otherwise required by law.

2. This Memorandum of Agreement shall be effective retroactive to June 29, 2022 and shall expire on December 31, 2023 notwithstanding continuation of the remaining terms of the Agreement thereafter by operation of New York state law, meaning that the terms of Article III, Section A (or Section A-1, as applicable) shall revert to the terms in effect immediately prior to execution of this Memorandum, unless separately extended by the parties or incorporated into the terms of a successor collective bargaining agreement.

CITY OF ITHACA

Laura Lewis, Acting Mayor

Dated

ITHACA POLICE BENEVOLENT ASSOCIATION, INC.

Thomas Condzella, President

Dated

3.2 Authorize Commuter Park-n-Ride at Steamboat Landing

WHEREAS, the Ithaca Farmers' Market Cooperative, Inc. ("IFM") seeks approval for a 50-vehicle commuter park-n-ride operation as an accessory use at the City-owned Steamboat Landing site, and

WHEREAS, as of 2010, the City leases the 5.8-acre Steamboat Landing site ("Leased Property") to the Ithaca Urban Renewal Agency (IURA) and the IURA subleases the Site to the Ithaca Farmers Market Cooperative, Inc. to operate a producer-to-consumer market of locally grown and crafted goods, and

WHEREAS, the Leased Property contains a large market pavilion, a dock, and over 300 parking spaces developed and maintained by IFM, and

WHEREAS, the Leased Property is authorized for (1) A producer-to-consumer market featuring local grown and crafted goods at least two days per week for at least six month of the year, (2) rental of the pavilion to others for occasional events, and (3) any other, additional use by IFM subject to the consent of the IURA and Mayor; however the Leased Property shall remain open at times the market is not in operation for use by the general public for passive, non-exclusive, low impact and low intensity recreational uses, and

WHEREAS, IFM currently operates a farmers' market on weekends, April thru November, and

WHEREAS, the leases specify that neither the City nor the IURA are under any obligation to maintain any internal roads and parking areas, including snow removal, and

WHEREAS, *Plan Ithaca*, the adopted City comprehensive plan, supports strategies to reduce the number of single-occupant vehicles including provision of transit and park-n-ride facilities, and

WHEREAS, the Mayor and IURA Chairperson have preliminarily reviewed the proposal and are open to a limited park-n-ride use with certain protections to ensure retention of the public nature of the site and that ample parking remains available for use by the general public; now, therefore, be it

RESOLVED, that the Common Council for the City of Ithaca hereby authorizes amendments to the City lease, of the Steamboat Landing site, and the IURA sublease of the same site to the Ithaca Farmers Market Cooperative, Inc., to establish a commuter park-n-ride use as a permissible accessory use subject to the following conditions:

- Up to a total of 50 undesignated parking spaces may be utilized for a park-n-ride use;
- The park-n-ride shall operate only Monday through Friday;

- No signage designating individual park-n-ride parking spaces shall be erected as the parking shall remain open to the general public;
- The pickup and drop-off transit location, and any informational park-n-ride signage, shall be approved by the City Director of Parking and Transportation;
and
- Commercial general liability insurance shall be carried by any commercial operator of the park-n-ride listing the City of Ithaca and the IURA as additionally insured parties, and be it further

RESOLVED, That the Mayor, subject to review by the City Attorney, is hereby authorized to execute any and all documents to implement this resolution.



108 E. Green St.
Ithaca, NY 14850
Tel: (607) 274-6565

MEMORANDUM

To: IURA Economic Development Committee

From: Nels Bohn, IURA Director of Community Development

Subject: Ithaca Farmers Market Request to Operate Park-n-Ride at Steamboat Landing

Date: July 13, 2022

The Ithaca Farmers Market Cooperative, Inc. (IFM) seeks permission to operate a 50-vehicle commuter park-n-ride facility at the City-owned Steamboat Landing site. IFM is responding to Ithaca-area based commuters going to Corning, Inc. who seek to lease parking spaces on weekdays to support employees to take a chartered bus to and from Corning.

The City leases the Steamboat Landing site to the Ithaca Urban Renewal Agency who in turn subleases the site to IFM to operate a producer-to-consumer market of locally grown and crafted goods via a negotiated lease agreement. The executed leases authorize use of the site for a farmers' market, special events in the pavilion, and any other additional use subject to consent by the Mayor and IURA Chairperson. The lease agreement specifies that the site shall remain open at times the market is not in operation for use by the general public for passive, non-exclusive, low impact and low intensity recreational uses.

A park-n-ride use was not contemplated in 2010 when the 20-year leases were executed, so this proposed additional accessory use is being brought to the Common Council for consideration. The attached proposed resolution approves amendments to leases to allow up to a 50-vehicle park-n-ride use in the IFM parking lot on Mondays through Fridays with provisions to protect against exclusive use of any specific parking spaces and retaining non-exclusive use of the site by the general public during non-market hours. The park-n-ride users would be authorized to "hunt for a parking space" in the 300+ space parking lot but will not have specific parking spaces designated for their exclusive use.



The Ithaca Farmer's Market and OurBus

Proposed Partnership 2022

March 7, 2022

This document is a drafted proposal for a leasing agreement between The Ithaca Farmer's Market and OurBus

OVERVIEW:

OurBus is seeking to lease out parking spaces from the Ithaca Farmer's Market during the working hours of Monday-Friday 7am to 6pm for Ithaca based commuters to Corning, NY. Bus would arrive at 6:50am and drop off passengers around 6pm.

OURBUS SEEKS:

- Up to (50) parking spots
- Monday to Friday only
- From 7am-6pm

THE ITHACA FARMER'S MARKET RECEIVES:

- \$500 per month for the rights to use the parking spaces

TERMS:

- Conditional on the Farmer's Market's ability to lease out parking spaces in their rental agreement
- Commercial General Liability is covered by OurBus [see doc attached]
- Auto Insurance Policy covered by Fitzgerald Brothers [see doc attached]
- Location of the pickup and drop-off spot will be agreed upon by both parties
- Contract would be month to month and cancelable by either party with 30 days notice

QUESTIONS:

- All questions can be directed to the following contact:

Tyler Germano

tyler.germano@ourbus.com

3.3 South Albany Street Bridge Replacement Project

WHEREAS a project for the replacement of the South Albany Street Bridge over Six Mile Creek, P.I.N. 375668 (“the Project”) is eligible for funding under Title 23 U.S. Code as administered by the Federal Highway Administration (FHWA), as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-Federal funds, and

WHEREAS the City of Ithaca desires to advance the Project by making a commitment of 100% of the non-Federal share of the costs of Scoping and Preliminary Design, Detailed Design, Construction, and Construction Inspection, and

WHEREAS, this Project constitutes a reconstruction of facility in-kind on the same site as well as maintenance or repair involving no substantial change in an existing facility, and is therefore a Type II action under the National Environmental Policy Act (NEPA) Regulation and in accordance with 6 NYCRR Part 617 requiring no environmental review, and

WHEREAS, on March 4, 2020, Common Council authorized \$155,000 to cover the cost of participation in Scoping and Preliminary Design, and

WHEREAS, on May 5, 2021, Common Council authorized \$210,000 to cover the cost of participation in Detailed Design, and

WHEREAS, on July 11, 2022, an additional \$3,485,000 in funding for the Project was made available by the New York State Department of Transportation (NYSDOT) and as Congressional Directed Spending (*Earmark*) to cover the cost of participation in Construction and Construction Inspection; now, therefore, be it

RESOLVED, That the City of Ithaca Common Council hereby authorizes the City of Ithaca to pay in the first instance 100% of the Federal and non-Federal share of the cost of Scoping, Preliminary Design, Detailed Design, Construction, and Construction Inspection thereof; and be it further

RESOLVED, That the Common Council hereby amends CP#879 to add \$3,485,000 for a total of \$3,850,000; and, be it further

RESOLVED, That funds needed for said Project shall be derived from the issuance of Serial Bonds with the City’s estimated share of the Project cost not to be exceed 20% or \$770,000; and, be it further

RESOLVED, That in the event the full Federal and non-Federal share costs of the project exceeds the amount appropriated above, Common Council of the City of Ithaca shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the NYSDOT thereof, and be it further

RESOLVED, That the Mayor of the City of Ithaca of the County of Tompkins be and is hereby authorized to sign all necessary Agreements with NYSDOT to secure Federal Aid and Marchiselli Aid on behalf of the City of Ithaca and the Superintendent of Public Works is authorized to sign all necessary construction documents, contracts, certifications and reimbursement requests, and be it further

RESOLVED, That the Superintendent of Public Works be and is hereby authorized to administer the above project, and be it further

RESOLVED, That a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, That this Resolution shall take effect immediately