

Criminal Justice  
Warren County Assigned Counsel  
AGENDA  
February 22, 2021

Committee Members: SHEPLER, Strough, Leggett, Diamond and Driscoll

- I. Committee meeting called to order by Chairman
- II. Motion to approve minutes of prior committee meeting
- III. Action Agenda/New Business
  1. **Request:** To amend and renew current Supervising Attorney Retainer Agreement.

**Rationale:** (1) Remove the "not to exceed amount" language and replace with "TERMINATING UPON EXHAUSTION OF GRANT FUNDS". This contract expires on March 31, 2021. This contract is fully funded by Hurrell-Harring monies.

(2) To add the following language to the amend the contract relative to the use of a department cell phone: "THE COUNTY, AT ITS SOLE OPTION, MAY MAKE AVAILABLE FOR USE BY THE SUPERVISING ATTORNEY A COUNTY OWNED CELL PHONE, WHICH MAY BE MADE AVAILABLE TO THE SUPERVISING ATTORNEY FOR USE RELATING SOLELY TO SERVICES TO BE PERFORMED UNDER THE AGREEMENT IN ACCORDANCE WITH PROCEDURES ESTABLISHED BY THE ASSIGNED COUNSEL ADMINISTRATOR. THE SUPERVISING ATTORNEY SHALL BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THE CELL PHONE FROM THE TIME HE TAKES POSSESSION OF THE PHONE THROUGH THE TIME THE PHONE IS RETURNED TO THE COUNTY." Cell phones are fully funded by grant monies

(3) Renew this contract with the above amendments.

2. **Request:** Request to enter into a contract with Westlaw for the purpose of online legal research services for AC Panel members who are members of the Major Felony and the Homicide and Predatory Sexual Abuse Panel. Note that there is the right to opt-out if our funding is eliminated.

**Rationale:** This is a four year contract. We would receive the first six (6) months free, the next forty-eight (48) months are \$282.32, with a 3% annual increase on the amount. There is a clause that allows us to cancel without penalty in the event our funding runs out. This is also fully funded by Hurrell-Harring monies.

- IV. Referral/Pending Items: None
  - V. Information for Discussion/Review:
  - VI. Privilege of the Floor to discuss any additional items to come before the Committee
  - VII. Motion to adjourn
-

**Attachments**

- #1 Resolution Request Form #4 (Pages 1 & 2 of Retainer Agreement)(OILS Budget)**
- #2 Resolution Request Form #3 (Quote attached)**

## ***RESOLUTION REQUEST FORM NO. 4***

### ***Request for Extending, Rescinding or Amending Existing Contract***

**DEPARTMENT NAME:** Assigned Counsel

**DATE:** February 22, 2021

- (a) Purpose of Contract Change: **Remove the "not to exceed amount" language and replace with "Terminating upon exhaustion of Grant Funds". Add the following language to the amended contract relative to the use of a Department cell phone: "The County, at it's sole option, may make available for use by the Supervising Attorney a county owned cell phone, which may be made available to the Supervising Attorney for use relating solely to services to be performed under the agreement in accordance with procedures established by the Assigned Counsel Administrator. The Supervising Attorney shall be responsible for any loss or damage to the cell phone from the time he takes possession of the phone through the time the phone is returned to the County". Renew the contract. Same expires on March 31, 2021.**
  
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **Resolution 419 of 2019 and Resolution 494 of 2019.**
  
- (c) Name of Contractor: **Robert Gregor, Esq.**
  
- (d) Address of Contractor: **3 Lake Avenue, Lake George, NY 12845**
  
- (e) Contractor's Contact Person and Telephone Number: **Same, 518-796-7044**
  
- (f) Commencement Date of Extension: **April 1, 2021**
  
- (g) Termination Date of Extension: **Upon exhaustion of grant funds.**
  
- (h) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount **\$150.00**
  - iii) total amount not to exceed
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Monthly**)
  
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: A.1170 470, Legal Defense Indigents, CSTWIDEHH49. Caseload Relief.**

Sample: A.1010 470 Legislative Board – Contract Sxx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations Sxx.xx

## AMENDED RETAINER AGREEMENT

### The Parties to the Agreement

This Agreement for legal services is entered into between Robert Gregor, Esq., referred to here as the "Supervising Attorney," and the Warren County Assigned Counsel Office and the County of Warren, referred to collectively as the "Client."

The Supervising Attorney must be admitted to practice law in New York State and remain in good standing.

The Supervising Attorney shall possess demonstrable skill and experience in criminal defense and/or representation of adult respondents in family court. The Supervising Attorney shall also demonstrate integrity and a commitment to quality representation of all clients eligible for mandated representation.

**Term:** Commencing November 1, 2019 and continuing so long as grant funding is available for the position. Either party may terminate this Agreement with or without cause at any time or for convenience at any time upon thirty (30) days written notice to the other party.

### The Services

The Supervising Attorney shall be in charge of the supervision of the Assigned Counsel Program. The Supervising Attorney has agreed to provide the services listed below:

- Set policy and procedure for the Program and modify the Program as necessary or desirable in accord with applicable statutory requirements, New York State Office of Court Administrative (OCA) guidelines and rules, New York State Bar Association Revised Standards for providing mandated representation and any applicable standards promulgated by the Office of Indigent Legal Services.
- Establish admission requirements for the assigned counsel panels to ensure that attorneys' ability, training and experience is matched to the complexity of the cases assigned. Recruit and approve new attorneys to serve on the panel.
- Arrange and schedule training and CLE programs for attorneys, including participating attorneys and those not yet qualified. Design and implement an orientation program for newly accepted attorneys. Notify panel and other attorneys of relevant training programs. Establish mentoring program for attorneys and assist attorneys in meeting panel eligibility requirements. Track training of participating attorneys to ensure compliance with training requirements. Provide support for participating attorneys and applicants.
- Establish a procedure, in conjunction with Office of Indigent Legal Services, for ascertaining attorney caseloads for both assigned and private work and for monitoring caseloads and enforcing caseload standards set by Office of Indigent Legal Services.
- Review performance of panel. Consider, review and resolve any complaints regarding participating attorneys.
- Will review vouchers submitted by panel attorneys to assess the quality of practice.
- Recruit and establish an Advisory Board and work with the Advisory Board in areas of panel attorney recruitment, screening, training and mentoring, and complaint resolution.

- Maintain such records and data as are necessary to secure the qualitative integrity and effectiveness of the Program.
- Communicate with the Warren County Bar Association, the Office of the Court Administration, Warren County Administrator and Board of Supervisors, the Warren County Magistrates Association, the Office of Indigent Legal Services, the judiciary and all other agencies and interested parties as well as act as the Program's spokesperson in matters of policy and operation.
- Ensure that all participating attorneys comply with the terms of the Program as set forth in the written Assigned Counsel Program Handbook ("Handbook"), a copy of which is attached hereto.
- Issue, maintain and periodically revise as necessary the written Handbook.

The Fee for Services

*As indicated in Resolution Request*

The Supervising Attorney will charge a fee of \$150 per hour, ~~not to exceed Twenty Eight Thousand Eight Hundred Dollars (\$28,800) per year~~, to cover all services as outlined above. The total annual cost to the County shall not exceed the annual budgeted allotment passed by resolution without first obtaining board approval.

The Supervising Attorney will submit an invoice to the County and the County will pay the invoice within 30 days of receipt.

This Agreement is in full compliance with Rule 1.5 of the Rules of Professional Conduct, including the provision that a lawyer shall not make an agreement for an excessive fee or expenses, and a lawyer shall communicate to a client the scope of representation and the basis for the fee and expenses for which the client will be responsible.

Timetable

The Supervising Attorney agrees to meet all relevant deadlines imposed by statute, regulation or the presiding justice.

Independent contractor status

The Supervising Attorney is an independent contractor of the County. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. The Supervising Attorney shall have no authority to act as agent for, or on behalf of, the County, or to represent the County, or bind the County in any manner except in furtherance of his duties as a Supervising Attorney. The Supervising Attorney shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the County.

Confidential Information

The Supervising Attorney and his staff shall not, during the time of rendering services to the County or thereafter, disclose to anyone other than authorized employees of the County any information of a

ACP QUALITY IMPROVEMENT	Year 1	Year 2	Year 3	Year 4	Year 5
Budget	\$13,517.53	\$27,035.06	\$40,552.59	\$54,070.12	\$67,587.65
Contract Services	\$6,859.73	\$7,000.00	\$12,000.00		
Computer Equipment	\$5,000.00	\$5,000.00	\$5,000.00		
Attorney Package		\$10,891.91	\$10,000.00		
CLE/Training/Conferences			\$5,000.00		
Legal Research (Westlaw)			\$3,500.00		
Mentorship Program			\$5,000.00		
TOTAL	\$11,859.73	\$22,891.91	\$40,500.00		
REMAINING	\$1,657.80	\$4,143.15	\$52.59		

ACP CASELOAD RELIEF	Year 1	Year 2	Year 3	Year 4	Year 5
Budget	\$37,743.88	\$75,487.76	\$113,231.64	\$150,975.52	\$188,719.40
PT Clerk	\$9,000.00	\$15,000.00	\$15,000.00		
fringe	\$688.50	\$1,147.50	\$1,147.50		
Grants Manager	\$3,395.04	\$5,200.00	\$5,200.00		
fringe	\$684.84	\$397.80	\$397.80		
ACP Administrator	\$5,300.00	\$6,500.00	\$8,500.00		
fringe	\$424.20	\$497.25	\$650.25		
RLC Appeals	\$10,589.32	\$20,000.00	\$30,000.00		
Supervising Attorney	\$14,320.50	\$28,800.00	\$48,000.00		
Second Chair Program			\$5,000.00		
TOTAL	\$44,402.40	\$77,542.55	\$113,895.55		
REMAINING	(\$6,658.52)	(\$2,054.79)	(\$663.91)		

"SHARED" DATA OFFICER	Year 1	Year 2	Year 3
Data Officer	\$4,617.50	\$4,617.50	\$4,617.50
fringe	\$382.50	\$382.50	\$382.50
Laserfiche		\$12,000.00	\$8,500.00
TOTAL	\$5,000.00	\$17,000.00	\$13,500.00

# **RESOLUTION REQUEST FORM NO. 3**

## ***Request for New Contract***

**DEPARTMENT NAME:** Assigned Counsel

**DATE:** February 22, 2021

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **To provide legal research services to AC Panel Members on the Major Felony and the Homicide and Predatory Sexual Assault Panel.**
- (c) Name of Contractor: **West Publishing Corporation and Subscriber**
- (d) Address of Contractor: **610 Opperman Drive, Minneapolis, MN 55123**
- (e) Contractor's Contact Person and Telephone Number: **James Hagii, 952-214-6076.**
- (f) Has or will the Contract be provided, if so, please attach: **Yes, when same is entered into. A Quote is attached.**
- (g) Commencement Date of Contract: **March 1, 2021**
- (h) Termination Date of Contract: **April 30, 2025**
- (i) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Monthly**)
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A.1170 470, Legal Defense Indigents, CSTWIDEHH49, Quality Improvement.****

Sample: A.1010 470 Legislative Board – Contract Sxx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations Sxx.xx

\*as listed in budget and LOGOS



THOMSON REUTERS

Order Form

Order ID: Q-00940242

Contact your representative james.hanggi@thomsonreuters.com with any questions. Thank you.

Account Address
Account #:
Warren County Assigned Counsel Prgm
1340 STATE RTE 9
LAKE GEORGE NY 12845-3434 US

Shipping Address
Account #:
Warren County Assigned Counsel Prgm
1340 STATE RTE 9
LAKE GEORGE NY 12845-3434 US

Billing Address
Account #:
Warren County Assigned Counsel Prgm
1340 STATE RTE 9
LAKE GEORGE, NY 12845-3434 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products
See Attachment for details

Table with 5 columns: Service Material, Product, Monthly Charges, Minimum Term (Months), Year Over Year Increase During Minimum Term. Row 1: 40757482, WEST PROFLEX, \$280.32, 48, 3%

ProFlex Bridge

Table with 4 columns: Service Material, Product, Bridge Monthly Charges, Bridge Term (Months). Row 1: 40757482, WEST PROFLEX, \$0.00, 6

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post-Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products. At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

#### Miscellaneous

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. This Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**Banded Product Subscriptions** You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time during the Term, we reserve the right to increase your charges as applicable

**Excluded Charges.** If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-eovt-agencies.pdf>

<https://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf>

**Renewal Order Governing Agreement.** Access to any new or renewal products set forth in this Order Form is governed by the same terms and conditions as your previous order form that contained the product(s) you are renewing

**Thomson Reuters General Terms and Conditions,** apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Thomson Reuters General Terms and Conditions for Federal Subscribers** is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

#### Additional Order Form Terms and Conditions

##### **Government Non Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**Acknowledgement: Order ID: O-00940242**

Signature of Authorized Representative for order

Title

Printed Name

Date

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This Order Form will expire and will not be accepted after 1/9/2021.



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# Attachment

# Order ID: Q-00940242

Contact your representative james.haggi@thomsonreuters.com with any questions. Thank you.

### Payment, Shipping, and Contact Information

**Payment Method:**

Payment Method: Bill to Account  
Account Number:

**Order Confirmation Contact (#28)**

Contact Name: Gregor, Robert  
Email: robert\_gregor@yahoo.com

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

**eBilling Contact**

Contact Name Robert Gregor  
Email: robert\_gregor@yahoo.com

### ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
	Warren County Assigned Counsel Prgm	1340 STATE RTE 9 LAKE GEORGE NY 12845-3434 US	New

### ProFlex Product Details

Quantity	Unit	Service Material #	Description
15	Attorneys	42639045	New York State Primary Core with Westlaw Edge™
15	Attorneys	42077868	Gvt - State Analytical

### Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Robert	Gregor	robert_gregor@yahoo.com	EML PSWD CONTACT