

Criminal Justice & Public Safety  
Warren County Assigned Counsel  
AGENDA  
March 21, 2022

Committee Members: GERACI, Braymer, Seeber, Dickinson, Driscoll, McDevitt and Diamond

- I. Committee meeting called to order by Chairman
- II. Motion to approve minutes of prior committee meeting
- III. Action Agenda/New Business
  1. **Request: Renew contract with Rural Law Center for continued Appellate coverage.**  
**Rationale: This is a continuation of a cost effective method to provide mandated services for appeals in this County.**

Referral/Pending Items: None

- IV. Information for Discussion/Review:
- V. Privilege of the Floor to discuss any additional items to come before the Committee. Please allow fifteen second delay on live stream meetings.
- VI. Motion to adjourn

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**Attachments**

- #1 Resolution Request Form #4 (1)**
- #2 Current Contract with the Rural Law Center**

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

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

**DEPARTMENT NAME: Assigned Counsel**

**DATE: 3/21/2022**

- (a) Purpose of Contract Change: **Extend current contract with the Rural Law Center for two years to provide continued appellate assigned counsel services.**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **199 of 2015, 61 of 2018 and 95 of 2020**
- (c) Name of Contractor: **Rural Law of New York, Inc.**
- (d) Address of Contractor: **22 U. S. Oval, Suite 101, Plattsburgh, NY 12903**
- (e) Contractor's Contact Person and Telephone Number: **Kelly Eagan, 518-561-5460, email: keagan@rurallawcenter.org.**
- (f) Commencement Date of Extension: **May 1, 2022**
- (g) Termination Date of Extension: **April 30, 2024**
- (h) 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. **Quarterly. Generally, \$2,500/appeal: with transcripts that exceed the number of pages are extra as well as cases which exceed the agreed to number of cases as detailed in the Contract.**
- (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, Contract****

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

\*as listed in budget and LOGOS

ORIGINAL

AGREEMENT FOR PROVISION OF INDIGENT  
APPELLATE LEGAL SERVICES

THIS AGREEMENT is entered into by and between the COUNTY OF WARREN, a municipal corporation with its principal offices at 1340 State Rt. 9, Lake George, New York 12845 (hereinafter "County"), and the RURAL LAW CENTER, INC., a non-profit corporation with principal offices at 22 US Oval, Suite 203, <sup>101</sup>Plattsburgh, New York 12903 (hereinafter "Provider").

SECTION 1. ASSIGNED COUNSEL SERVICES

Provider agrees to serve as the legal appellate attorney for indigent litigants in Warren County who are eligible for assigned counsel in criminal appeals and appeals taken under sections 262 and 1120 of the Family Court Act or under Article 6-C of the Correction Law. The services to be provided under this Agreement (hereinafter "Assigned Counsel Services") shall include all aspects of appellate court representation.

SECTION 2. ASSIGNED COUNSEL ADMINISTRATOR

In accordance with Article 18-B of the County Law and the Warren County Assigned Counsel Plan, the County's Assigned Counsel Administrator (hereinafter "Administrator") shall work with Provider and the Appellate Division, Third Department (hereinafter "Court"), in managing the assignment of appeals and compensation for such representation.

SECTION 3. DOCUMENTS

The Contract Documents consist of the following: this Agreement; Exhibit "A;" proof of required insurance as noted in section 7; and Resolution No. 95 of 2020. These documents form the Contract, and are attached to this Agreement with the exception of subsequent agreements which shall become part of this Agreement, when and if fully executed. In the event that conflicts are found to exist among the contract documents, this Agreement shall govern.

#### SECTION 4. COMPENSATION

A. Annual Fee. In consideration of the Assigned Counsel Services to be rendered by Provider pursuant to this Agreement, the County agrees to pay an annual fee of Fifty-Seven Thousand Five Hundred Dollars (\$57,500), which shall be paid to Provider for services rendered on a quarterly basis.

B. Additional Appeals. The annual fee shall encompass Assigned Counsel Services in up to 23 appeals; provided, however, that appeals involving transcripts exceeding 2,000 pages shall be counted as two appeals, and consolidated appeals for individual appellants with multiple related appeals will count as one appeal. In the even that Provider is assigned more than 23 appeals in the annual period, the County agrees to pay Provider a fee of Two Thousand Five Hundred Dollars (\$2,500) for services rendered for each additional appeal.

C. Voucher Submission. Provider shall submit vouchers to the Administrator for review and approval on a quarterly basis, using the voucher form provided by the Administrator, a copy of which is attached hereto as Exhibit A, and Provider shall also provide any supporting documentation reasonably requested by the Administrator.

D. Expenses. Provider agrees that its fees pursuant this Agreement shall cover all costs related to its provision of Assigned Counsel Services, and the County shall not be responsible for any additional expenses, including but not limited to employee compensation/benefits, professional fees, legal research services, copying and printing, or transportation; provided, however, that the County shall provide for payment of all transcripts pursuant to orders of assignment, and Provider shall not be responsible for transcript expenses.

E. Accounting. The annual fee paid by the County to Provider shall be subject to a yearly accounting and reconciliation.

#### SECTION 5. FINANCIAL RECORDS

The County shall have the right to examine and audit Provider's books and financial records related to this contract, and Provider agrees to make any such records available to the County within 10 days after receiving a request from the County for such financial records.

SECTION 6. PUBLICITY AND COMMERCIAL RIGHTS

A. Media Requests. Provider agrees that it will forward all media requests and press inquiries regarding its performance of Assigned Counsel Services to the County Administrator, who shall be solely responsible for media and public relations regarding this Agreement, and Provider further agrees that it will not respond to any such media request or press inquiry without express written approval from the County Administrator.

B. Commercial Rights. Provider agrees that the County shall be entitled to reasonable royalties or a percentage of its profits in the event that it creates any commercial work based on the performance of its obligations under this Agreement, or if it receives any compensation in exchange for its participation in the creation of any such work, and to the extent that Provider obtains any copyright interest in such a commercial work, the County shall also be entitled to a nonexclusive and irrevocable license to copy and distribute the work. This provision shall apply at all times during and after the term of this Agreement.

SECTION 7. INSURANCE

A. Required Insurance. Provider shall, at its own expense, procure and maintain General Liability of \$1,000,000 per occurrence/\$2,000,000 aggregate, Professional Liability insurance with limits of not less than \$1,000,000 per occurrence and 2,000,000 aggregate, as well as workers compensation and disability insurance to the extent required by law. Such policies must be issued by an insurance company licensed to do business in New York and must name the County as an additional insured.

B. Proof of Compliance. The County shall be entitled to request proof of Provider's compliance with this Section at any time during the term of this Agreement, and Provider shall submit copies of its Certificates of Insurance to the County within 10 days of any such request; provided, however, that neither the failure of the County to make such request nor the failure of Provider to comply with such request shall result in any waiver of the County's rights under this Agreement or any other provision of law.

## SECTION 8. TERM OF AGREEMENT

A. Term of Agreement. Provider agrees to perform Assigned Counsel Services as set forth in this Agreement for a two-year term beginning May 1, 2020 and ending April 30, 2022.

B. Termination. The County may terminate this Agreement for cause upon 30 days notice if Provider breaches any material term of this Agreement, and either party may terminate this Agreement without cause upon 60 days notice. Upon any such early termination, Provider shall be required to reimburse the County for the amount of any advance payments made in excess of the fees due for services rendered.

## SECTION 9. INDEPENDENT CONTRACTOR

The relationship of the Provider to the County arising out of this Agreement shall be that of an independent contractor and Provider shall be solely responsible for the work, direction, and compensation of its employees and agents. Nothing in this Agreement shall impose any liability or duty on the County on account of any acts, omissions, or liabilities of the Provider, or its employees or agents, for obligations of any nature, and Provider agrees to indemnify and hold individually harmless the County against any such liabilities.

## SECTION 10. ASSIGNMENT AND SUBCONTRACTS

Provider shall not enter into any assignments or subcontracts for the performance of its obligations under this Agreement.

## SECTION 11. NON-DISCRIMINATION

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, Provider shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

## SECTION 12. INDEMNIFICATION

To the fullest extent permitted by law, Provider shall indemnify, hold harmless and defend Warren County, its Board, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon Warren County, its boards, officers, employees and volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including Provider's employees, or on account of damages to property including loss of use thereof, arising directly or indirectly from the performance of Provider's work or from any of the acts or omissions on the part of the Provider, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

Provider shall, upon the County's demand promptly and diligently defend at Provider's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the County to provide defense under this paragraph and Provider shall pay and satisfy any judgment decree loss or settlement in connection therewith.

Provider shall and shall cause Provider's officers, employees and agents to cooperate with the County in connection with the investigation defense or prosecution of any actions, suit, or proceeding related to the subject matter of this agreement.

## SECTION 13. SEXUAL HARASSMENT

Any type of Sexual Harassment is against Warren County policy and is unlawful. Provider acknowledges and agrees that it has read the entirety of the Warren County Sexual Harassment Policy, a copy of which can be found online at [www.warrencountyny.gov/hr/forms.php](http://www.warrencountyny.gov/hr/forms.php) under Discrimination and Harassment. This agreement incorporates the entire policy as a material term of this agreement. Provider shall follow the policy in its entirety. If a complaint does arise, Provider is to notify Warren County promptly. To the fullest extent permitted by law, Provider shall indemnify, hold harmless and defend Warren County, its boards, officers, employees and volunteers

against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defense, resulting from Provider and/or agent's breach of this policy.

**SECTION 14. NO WAIVERS**

The failure of either party to enforce any provision of this Agreement does not constitute a waiver of such provision or waive the right of either party to seek to any available remedies pursuant to this Agreement or under state or federal law.

**SECTION 15. SEVERABILITY**

The invalidity of any provision of this Agreement shall not affect the validity of any other provisions in this Agreement.

**SECTION 16. GOVERNING LAW**

Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of New York and brought exclusively before the United States District Court for the Northern District of New York or the appropriate State court located within the County of Warren.

**SECTION 17. ENTIRE AGREEMENT**

This is the entire Agreement of the parties and cannot be changed or modified except by mutual written agreement. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect. This Agreement may be executed in any number of counterparts.

All parties agree that they have read and reviewed the attached Resolution, know and understand its contents. If the resolution incorporates a provision(s), limiting the payment amount of a contract, all parties acknowledge that the County of Warren will not be held liable for payment above that amount.

SECTION 18. NOTICES

Notices required pursuant to this Agreement shall be made by personal service or certified mail to the following addresses:

Office of Assigned Counsel  
Warren County Municipal Center  
1340 State Route 9  
Lake George, New York 12845

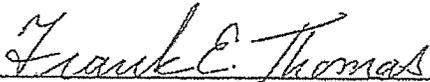
Rural Law Center of New York, Inc.  
22 U.S. Oval, Suite 205 / 101  
Plattsburgh, New York 12903

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Approved as to Form:

COUNTY OF WARREN

  
\_\_\_\_\_  
Warren County Attorney

By:   
\_\_\_\_\_  
FRANK THOMAS, Chairman  
Board of Supervisors

Date 3/20/20

THE RURAL LAW CENTER, INC.

By:   
\_\_\_\_\_  
Executive Director

Date 4/11/2020

EXHIBIT A

Voucher for Assigned Counsel

Purchase Order No. \_\_\_\_\_ **VOUCHER** Voucher No. \_\_\_\_\_

Ordered for \_\_\_\_\_ Dept. Code No. \_\_\_\_\_

Purpose \_\_\_\_\_

VENDOR # \_\_\_\_\_

WARREN COUNTY MUNICIPAL CENTER  
1340 State Route 9, Lake George NY 12845-9803

CLAIMANT'S [ NAME ]

AND [ ADDRESS ]

RESOLUTION NO. \_\_\_\_\_

TAX EXEMPT NO.14 600 2576

Dates	Quantity	Description of Materials or Services	Unit Price		Total Amount	
			<b>TOTAL</b>			

(Official-use ONLY above this line)  
**CLAIMANT'S CERTIFICATION**

I, \_\_\_\_\_, certify that the above account in the amount of \$ \_\_\_\_\_ is true and correct; that the items, services, and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes from which the municipality is exempt are not included; and that the amount claimed is actually due.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE  
(Space Below for Municipal Use)

\_\_\_\_\_  
TITLE

**DEPARTMENT APPROVAL**

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED OFFICIAL

**APPROVAL FOR PAYMENT**

This claim is approved and ordered paid from the appropriations indicated above.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY AUDITOR



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Northern Insuring Agency, Inc. 171 Margaret Street P. O. Box 789 Plattsburgh NY 12901-0789	<b>CONTACT NAME:</b> Susan Walker, CISR <b>PHONE (A/C, No, Ext):</b> (518) 561-7000 <b>FAX (A/C, No):</b> (518) 561-0210 <b>E-MAIL ADDRESS:</b> susanw@northerninsuring.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Travelers Casualty Insurance Company of America</td> <td>19046</td> </tr> <tr> <td>INSURER B:</td> <td>The Charter Oak Fire Ins. Co.</td> <td>25615</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Casualty Insurance Company of America	19046	INSURER B:	The Charter Oak Fire Ins. Co.	25615	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
<b>INSURED</b> Rural Law Center Of New York 22 Us Oval Ste 203 Plattsburgh NY 12903																					

COVERAGES      CERTIFICATE NUMBER: CL19112216050      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. SECT <input type="checkbox"/> LOC OTHER:	Y	6808M555424	11/18/2019	11/18/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired/Borrowed Auto \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	UB8M556943	11/18/2019	11/18/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Warren County, Its Board, Officers and employees as additional insured on a primary, non-contributory basis as required by written agreement

**CERTIFICATE HOLDER****CANCELLATION**

County of Warren Warren County Attorneys Office 1340 State Route 9 Lake George NY 12845	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name &amp; Address of Insured (use street address only) Rural Law Center of New York, Inc. 22 US Oval, Suite 203 Plattsburgh, NY 12903</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 518-561-5460</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 141792819</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Warren Warren County Attorney's Office 1340 State Route 9 Lake George, NY 12845</p>	<p>3a. Name of Insurance Carrier Travelers Insurance Group</p> <p>3b. Policy Number of Entity Listed in Box "1a" UB008M556943</p> <p>3c. Policy effective period <u>11/18/2019</u> to <u>11/18/2020</u></p> <p>3d. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included. (Only check box if all partners/officers included) <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period?  YES  NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Deena Giltz McCullough  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: *Deena Giltz McCullough, President* 11/22/2019  
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-561-7000

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

## Workers' Compensation Law

### Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



Workers' Compensation Board

**CERTIFICATE OF INSURANCE COVERAGE  
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

<b>PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier</b>	
<p>1a. Legal Name &amp; Address of Insured (use street address only) RURAL LAW CENTER OF NY INC.  22 US OVAL SUITE 203 PLATTSBURGH, NY 12903</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured, 518-561-5460</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 141792819</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)  County of Warren  Warren County Attorney's Office 1340 State Route 9 Lake George, NY 12845</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL594535</p> <p>3c. Policy effective period 01/01/2020 to 12/31/2020</p>
<p>4. Policy provides the following benefits:</p> <p><input checked="" type="checkbox"/> A. Both disability and paid family leave benefits. <input type="checkbox"/> B. Disability benefits only. <input type="checkbox"/> C. Paid family leave benefits only.</p> <p>5. Policy covers:</p> <p><input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law. <input type="checkbox"/> B. Only the following class or classes of employer's employees: _____</p>	
<p>Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.</p> <p>Date Signed <u>12/6/2019</u> By <u></u> (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)</p> <p>Telephone Number <u>516-829-8100</u> Name and Title <u>Richard White, Chief Executive Officer</u></p> <p><b>IMPORTANT:</b> If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.</p> <p>If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.</p>	
<b>PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)</b>	
<p align="center"><b>State of New York Workers' Compensation Board</b></p> <p>According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.</p> <p>Date Signed _____ By _____ (Signature of Authorized NYS Workers' Compensation Board Employee)</p> <p>Telephone Number _____ Name and Title _____</p>	

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



# Warren County Board of Supervisors

## RESOLUTION No. 95 OF 2020

RESOLUTION INTRODUCED BY SUPERVISORS SEEBER, LEGGETT, BEATY, DIAMOND, DRISCOLL, MCDEVITT AND SHEPLER

### AUTHORIZING AN AGREEMENT WITH THE RURAL LAW CENTER OF NEW YORK, INC. FOR ASSIGNED COUNSEL APPELLATE CASES

WHEREAS, Warren County is charged with providing free legal services for indigents in Warren County seeking appellate review, and

WHEREAS, the Rural Law Center of New York, Inc. is a not-for-profit corporation established to represent the indigent in appellate review cases assigned through county Assigned Counsel Offices, and

WHEREAS, pursuant to Resolution 205 of 2016, Warren County entered into an agreement with the Rural Law Center of New York, Inc., 22 US Oval, Suite 203, Plattsburgh, New York 12903 to provide free legal services to the indigent in Warren County Assigned Counsel Appellate Cases for two (2) years commencing May 1, 2016 and terminating April 30, 2018, and

WHEREAS, pursuant to Resolution No. 106 of 2018, Warren County renewed the agreement with the Rural Law Center of New York, Inc. for an additional two (2) year period, through April 30, 2020, and

WHEREAS, the Assigned Counsel Administrator has requested to continue the agreement with the Rural Law Center of New York, Inc. for an additional two (2) year period commencing on May 1, 2020 and terminating on April 30, 2022, with the first twenty-three appeals services being provided for an amount not to exceed Fifty-Seven Thousand Five Hundred Dollars (\$57,500) per year, with any additional appeals to be handled at a cost of Two Thousand Five Hundred Dollars (\$2,500) per appeal unless extraordinary circumstances justify additional expenses, now, therefore be it

RESOLVED, that the Chairman of the Board of Supervisors, be and hereby is, authorized to execute said agreement as outlined above, in a form approved by the County Attorney, and be it further

RESOLVED, that the funds shall be expended from Budget Code A.1170 470 Legal Defense-Indigents, Contract.