

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE MEETING  
PUBLIC DEFENDER AGENDA  
October 24, 2022

COMMITTEE MEMBERS: Supervisors GERACI, Braymer, Seeber, Dickinson, Driscoll, McDevitt and Diamond - *Chair of the Board shall serve as an Ex-Officio member when needed in accordance with Section C (4) of the Rules of the Board*

- I. Committee meeting called to order by Chair
  
- II. Approval of minutes of prior Committee Meeting
  
- III. Privilege of the floor and public comment
  
- IV. Action Agenda/New Business Items:
  1. Request: Request to Increase or Decrease Salary of Non-Union Position: Coordinating Attorney – Public Defender (FT) (ILS FUNDED)  
Rationale: To provide salary increase for ILS funded position of Coordinating Attorney – Public Defender (FT) to raise salary in line with their level of experience and based on the initial funding amounts for this position.
  2. Request: Request for New Contract: Westlaw  
Rationale: To enter into an agreement with Thomson Reuters for Westlaw Subscription.
  
- V. Discussion Items:
  
- VI. Referrals/Pending Items:
  
- VII. Privilege of the floor and public comment
  
- VIII. Motion to adjourn

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Attachments:

1. Resolution Request Form No. 13 – Request to Increase/Decrease Salary of Non-Union Position – Coordinating Attorney (FT)
2. Resolution Request Form No. 3 – Request for New Contract – Thomson Reuters/Westlaw

# ***RESOLUTION REQUEST FORM NO. 13***

## ***Request to Increase or Decrease Salary of Non-Union Position***

**DEPARTMENT NAME: Warren County Public Defender's Office**

**DATE: 10/24/2022**

- (a) Employee Name, Title and Employee No.:  
**Coordinating Attorney (FT)**
- (b) Current Annual **Base** Salary (and Grade if Applicable):  
**\$97,310**
- (c) Former Annual **Base** Salary (and Grade if Applicable):  
**\$81,618**
- (d) Effective Date for Salary Change\*:  
*\*Please do not backdate request unless the purpose is to correct an error*  
**11/7/2022**
- (e) If This is a Request for a Salary Increase, Where are Funds in the Budget for this Position?  
List Budget Code (with title), Object Code (with title), and Amount:  
**A.1171 4202 110 (Public Defender/Hurrell-Harring/Salaries - Regular**
- (f) Is a Budget Transfer needed?  YES  NO  
If yes, please complete Resolution Request Form No. 10 – Transfer of Funds  
If no, please provide details on how the increase will be funded within the current budget:
- (g) Is there expected revenue from this position?  YES  NO  
If yes, please complete Resolution Request Form No. 07 – Amend County Budget to recognize revenue
- (h) Justification of Request:  
**To raise the salary of the Coordinating Attorney (FT) in line with their level of experience and based on the initial funding amounts for this position.**

# ***RESOLUTION REQUEST FORM NO. 3***

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

**DEPARTMENT NAME:** Warren County Public Defender's Office

**DATE:** 10/24/2022

- (a) Is this a Result of a Bid or Request for Proposal? **no**
- (b) Purpose of Contract: **To enter into an agreement with Westlaw to allow attorneys to use the Westlaw platform for legal research and review.**
- (c) Name of Contractor: **Thomson Reuters**
- (d) Address of Contractor: **610 Opperman Drive, Eagan MN 55123**
- (e) Contractor's Contact Person and Telephone Number:  

**Jim Hanggi - (763) 326-0143**
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract: **1/1/202023**
- (h) Termination Date of Contract: **12/31/2025**
- (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.
- (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.1171 4202 426 (Public Defender/Hurrell-Harring/Subscriptions****

**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



THOMSON REUTERS

# Order Form

# Order ID: Q-04108970

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

### Sold To Account Address

Account #: 1003335607  
WARREN COUNTY  
PUBLIC DEFENDER  
1340 STATE ROUTE 9  
LAKE GEORGE NY 12845-3434 US

“Customer”

### Shipping Address

Account #: 1003335607  
WARREN COUNTY  
PUBLIC DEFENDER  
1340 STATE ROUTE 9  
LAKE GEORGE NY 12845-3434 US

### Billing Address

Account #: 1003335607  
WARREN COUNTY  
PUBLIC DEFENDER  
1340 STATE ROUTE 9  
LAKE GEORGE, NY 12845-3434  
US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

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**Thomson Reuters General Terms and Conditions** apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. 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.

### ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$447.00	36

### Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$0.00	2

### 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

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

### Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

**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.

**Banded Product Subscriptions.** You certify your 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 this Order Form. 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, we reserve the right to increase

**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. If you are a non-governmental entity, 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 Customer, United States federal law will apply and any claim may be brought in any federal court.

**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 customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Excluded Charges And Schedule A Rates.** If you access products or 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 in the below link Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

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

**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.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**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. 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.

**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

**Acknowledgement: Order ID: Q-04108970**

\_\_\_\_\_  
**Signature of Authorized Representative for order**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

This Order Form will expire and will not be accepted after 11/20/2022.



THOMSON REUTERS

# Attachment

# Order ID: Q-04108970

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

### Payment, Shipping, and Contact Information

**Payment Method:**

Payment Method: Bill to Account  
Account Number: 1003335607

**Order Confirmation Contact (#28)**

Contact Name: BROTHERS, ERIN  
Email: brotherse@warrencountyny.gov

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

**eBilling Contact**

Contact Name ERIN BROTHERS  
Email brotherse@warrencountyny.gov

### ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1003335607	WARREN COUNTY	1340 STATE ROUTE 9 LAKE GEORGE NY 12845-3434 US	New

### ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
4	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
4	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government

### Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Erin	Brothers	brotherse@warrencountyny.gov	EML PSWD CONTACT

### Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
40757482	West Proflex	\$447.00	3.00	\$460.41	3.00	\$474.22	N/A	\$N/A	N/A	\$N/A

### Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing