

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE MEETING
PUBLIC DEFENDER AGENDA
November 21, 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: Notice of Intent to Fill Vacant Position – Assistant Public Defender (9)
Rationale: To fill the vacant position of Assistant Public Defender (9) after resignation

 2. Request: Request for New Contract: Westlaw
Rationale: To enter into an agreement with Thomson Reuters for Westlaw Subscription with notice that any new agreement with Warren County in the future would supersede this agreement to allow additional conversation with other departments who may want Westlaw while allowing the Public Defender’s Office the ability to use this program

- V. Discussion Items:

- VI. Referrals/Pending Items:

- VII. Privilege of the floor and public comment

- VIII. Motion to adjourn

Attachments:

1. Resolution Request Form No. 12 – Notice of Intent to Fill Vacant Position - APD9
2. Resolution Request Form No. 3 – Request for New Contract – Thomson Reuters/Westlaw

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Warren County Public Defender's Office Payroll Dept. No: 6.01 A.1171 4202 110
Title of Position: Assistant Public Defender (9) Base Salary of Position: \$77,708 Grade: 3
Filling at Step # (If Known):
Budget code and title: A.1171 4202 110 (Public Defender/Hurrell Haring Salaries - Regular) Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No./Last Name: 13344/Duhaney Date of Vacancy: 1/1/2023
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal % State 100 % Other %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list Competitive-no list (hiring would be provisional) Non-Competitive Other
Actual Impact to Budget Report will be provided monthly by Human Resources Director.
Candidate's qualifications must be approved by Personnel Officer prior to hiring.
Human Resources Director has approved this form when initialed. 11/17/22

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

- The Administrator has no objection to the filling of the vacancy.
The Administrator objects to the filling of the vacancy.

Administrator Signature Date 11-17-22

BUDGET OFFICER COMPLETES THIS SECTION

- The Budget Officer has no objection to the filling of the vacancy.
The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature Frank E. Thomas Date 11/18/22

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Criminal Justice + Public Safety
The committee has no objection to the filling of the vacancy.
The committee objects to the filling of the vacancy.
In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature Date 11/21/22

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

AUTHORITY FOR POLICY AND PROCEDURE

Resolution 155 of 2003, amended by Resolution Nos. 497 of 2006, 719 of 2006, 318 of 2007, 374 of 2011 and 259 of 2014, provides the policy and procedure for the establishment, filling and increasing or decreasing of salaries for positions within Warren County. Copies of the resolutions are available from the Clerk of the Board.

WHAT FORM TO USE

- For giving notice of intent to fill an existing vacant position, use this form.
- For creating a new position, complete Resolution Request Form No. 11.
- For increasing or decreasing salary of non-union position, complete Resolution Request Form No. 13.
- For reclassification of position, complete Resolution Request Form No. 14.

These forms are available from the Clerk of the Board.

HOW TO USE THIS FORM

Department heads must first file this notice of intent with the Human Resources Director/Personnel Officer for review and approval of position details. Once the form has been initialed by both the Human Resources Director and Personnel Officer, it should be forwarded on to the County Administrator for approval. The County Administrator shall furnish a copy of the notice to the Budget Officer. Once both the County Administrator and the Budget Officer have executed the form, a copy must be submitted by the Department Head to the Supervisory Committee with their regular agenda. Once signed by the Chair of the Supervisory Committee, the Notice of Intent shall be submitted to the Clerk of the Board, who shall report the action on the Personnel Committee agenda and forward the fully executed form to the Department Head.

OBJECTIONS

If either the County Administrator, Budget Officer or Supervisory Committee objects to the position being filled, each should affix their signature to this form indicating they have an objection. In this case, the department head is advised that the position may not be filled unless otherwise determined by the Board of Supervisors. All requests to fill vacant positions must be approved by the County Administrator, Budget Officer and a 2/3 majority vote of the Supervisory Committee or oversight Committee Chair approval as provided in the Rules of the Board.

NO OBJECTIONS

If the County Administrator, Budget Officer and Supervisory Committee have no objection to the position being filled, each should affix their signatures to this form indicating they have no objection.

PAPERWORK

To fill the position, complete the 426 Report of Personnel Change, attach the original of this form to the back of the 426, along with the Resolution approving same and submit to the Human Resources and Civil Service Department. Be certain to make a copy of both the 426 and this form for retention in your department files.

Department Heads are reminded that an oath of office must be filed in the Office of the County Clerk. Oaths of Office forms are available from the County Clerk.

ASSISTANT PUBLIC DEFENDER

DISTINGUISHING FEATURES OF THE CLASS: This work involves responsibility for representing indigent defendants as assigned by the Public Defender. The work involves representing the defendant through every stage of proceedings following arrest through and including any appeals. In addition to actual representation, the Assistant Public Defender assists the Public Defender in the investigation, preparation, conduct and appeal in various court and legal proceedings involving indigent defendants. Work is performed under the general supervision of the Public Defender and First Assistant Public Defender with wide leeway allowed for the exercise of independent judgment. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Represents and counsels' defendants at every stage of proceedings following arrest;
Initiates such proceedings as are necessary to protect the rights of the accused;
Assists the Public Defender in the preparation of various court proceedings;
Confers with defendants, law enforcement personnel, judges, and District Attorney's staff concerning individual cases;
Investigates respondent's financial status in family court support matters;
Prepares cases for trial by responding to motions, preparing for hearings, evaluation case, plea-bargaining and discussing case with District Attorney staff in criminal cases and with attorney for the other party in family court cases;
Prepares all pleadings, including petitions, answers, discovery demands, motions and orders in Family Court matters;
Prepares for trial by researching law and rules of evidence, preparing trial file of evidence, reviews prospective jurors, reviews trial charges by judge, prepares witnesses for trial and develops trial strategy;
Supervises clerical staff in connection with the preparation of cases and the maintenance of appropriate records;
Tries cases, including jury selection, presentment of cases, questions witnesses at trial, preparing opening statements and preparing closing summations;
May handle post judgment motions, including receiving motions to vacate judgment, preparing response and brief and arguing motion in Superior Court;
May handle appeals by preparing brief, arguing appeal in the Appellate Division, seeking permission of Court of Appeals if not a matter of right, and arguing the appeal in the Court of Appeals.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Thorough knowledge of New York State criminal law, New York family court act and court proceedings (both preferred but not necessary); good knowledge of judicial procedures and rules of evidence; ability to interpret and work with New York State and Federal criminal code; ability to communicate effectively both orally and in writing; ability to reason quickly and logically in stressful situations; ability to analyze and interpret laws and legal documents in order to render an accurate legal opinion; ability to analyze and organize facts effectively; ability to prepare for and present cases in court; ability to establish and maintain effective working relationships with others; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: At the time of appointment, possession of a license to practice law in the State of New York. Salary range \$65,295 to \$71,988 (commensurate with experience).

SPECIAL REQUIREMENT: Possession of an appropriate NYS motor vehicles license at the time of appointment or otherwise demonstrate an ability to meet the transportation needs of the position.

WC: 2003, 2015, 2021

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Warren County Public Defender's Office

DATE: 11/21/2022

- (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 736-326-0143**
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract: **1/1/2023**
- (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/Hurell-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.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, or “your” or “Client”.

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

Brothers, Erin

To: Hanggi, James (Government)
Subject: RE: Westlaw

From: Hanggi, James (Government) <james.hanggi@thomsonreuters.com>
Sent: Thursday, November 17, 2022 1:10 PM
To: Brothers, Erin <BrothersE@warrencountyny.gov>
Subject: RE: Westlaw

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Hi Erin,

Thanks for taking the time to speak with me this afternoon.

Per our phone conversation. Any new agreement that Warren County might sign in the future would supersede the agreement you have now, should you sign it. For example, if you sent me the 4 attorney plan back and we got you up and running in December – Then in February the County Attorney wants to hop on the plan with additional users. The new agreement with both the Public Defender users and County Attorney users would supersede just the Public Defender agreement. This means the county will not have to be paying for two agreements at once. There isn't any risk to signing up before potentially getting others onboard.

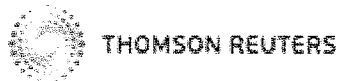
Also, as discussed the more users you have the price per password goes down.

Thanks, please reach out if any questions.

Jim

Jim Hanggi

Government/Academic Consultant – Westlaw, Westlaw Edge and Legal Solutions



610 Opperman Drive (D4.S3521)
Eagan, MN 55123

Phone: 763.326.0143

James.Hanggi@ThomsonReuters.com