

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE MEETING  
PUBLIC DEFENDER AGENDA  
October 24, 2023

COMMITTEE MEMBERS: Supervisors GERACI, Magowan, Smith, Conover, McDevitt, Driscoll and Leggett - *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 Apply for a Grant  
Rationale: To apply for 3<sup>rd</sup> Family Defense (Child Welfare) Quality Improvement & Caseload Reduction
  2. Request: Request to Extend Existing Contract  
Rationale: To extend Contract with LexisNexis Subscriptions
- 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. 5 – Request to Apply for a Grant: 3<sup>rd</sup> Family Defense (Child Welfare) Quality Improvement & Caseload Reduction & accompanying document(s)
2. Resolution Request Form No. 4 – Request to Extend Existing Contract: LexisNexis Subscription & accompanying document(s)

## ***RESOLUTION REQUEST FORM NO. 5***

### ***Request to Apply for a Grant Application and Grant Agreement***

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

**DATE: 10/24/2023**

- (a) Purpose of Grant: **Family Defense (Child Welfare) Quality Improvement & Caseload Reduction**
- (b) Name of Grantor: **New York State Office of Indigent Legal Services**
- (c) Address of Contractor: **Office of Indigent Legal Services  
Alfred E. Smith Bldg., Suite 1147  
80 South Swan Street  
Albany, NY 12210**
- (d) Grantor's Contact Person and Telephone Number:  
**Jennifer Colvin, Grants Manager**
- (e) Has or Will the Grant Application or Grant Agreement be provided, if so, Please Attach?
- (f) Effective Date of Grant: **March 2024 (tentative)**
- (g) Termination Date of Grant: **3 years from contract start date**
- (h) Total Dollar Amount Involved (not to exceed):
- (i) Deadline to Submit Grant Application and/or Grant Agreement: **10/27/2023**
- (j) Is a Budget amendment required?            If yes, also complete and submit Form No. 7.
- (k) Are the funds to go into a Capital Project or Capital Reserve Project?            If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
- (i) Is a Local Share Required?            If Yes, Where are the Funds? List Budget Code, Object Code, Full Title\* and Amount **OR** Capital Project **OR** Capital Reserve Project Number and Title and Amount:

**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

# New York State Office of Indigent Legal Services

## *Funding Announcement*

### **Third Family Defense (Child Welfare) Quality Improvement & Caseload Reduction Grant**

#### **NYS Office of Indigent Legal Services Request for Proposals**

The New York State Office of Indigent Legal Services (“ILS”) and nine-member Indigent Legal Services Board (“Board”) were created in 2010 pursuant to Executive Law §§ 832 and 833. ILS’ statutory mission is “to monitor, study and make efforts to improve the quality of services provided pursuant to Article 18-B of the county law.” Under the direction of and pursuant to the policies established by the Board, ILS assists county governments in the exercise of their responsibility to provide quality representation of persons who are legally entitled to counsel but cannot afford to hire an attorney. The assistance provided by ILS includes distributing State funds and targeting grants to counties and New York City in support of innovative and cost-effective initiatives to enhance the quality of representation provided to people entitled to counsel under County Law Article 18-B.

#### **Timelines for This Request for Proposals**

<b>RFP Release Date</b>	<b>Tuesday, September 12, 2023</b>
<b>Questions Due By</b>	<b>Tuesday, September 26, 2023, 5:00 p.m. ET (Q &amp; A period closed)</b>
<b>Answers Posted By</b>	<b>Friday, October 6, 2023</b>
<b>Proposal Due Date</b>	<b>Friday, October 27, 2023, 5:00 p.m. ET</b>
<b>Award Announcement</b>	<b>December 2023</b>
<b>Tentative Contract Start Date</b>	<b>March 2024</b>

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

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

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

**DATE: 10/24/2023**

- (a) Purpose of Contract Change: **To renew LexisNexis Subscription**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract:
- (c) Name of Contractor: **LexisNexis, a division of RELX Inc.**
- (d) Address of Contractor:
- (e) Contractor's Contact Person and Telephone Number:  
**Corey Vanderhost, (937) 865-1969**
- (f) Commencement Date of Extension: **1/1/2024**
- (g) Termination Date of Extension: **12/31/2024**
- (h) Payment Provisions:
  - i) lump sum amount **\$737/month (\$8,844 annually)**
  - 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**)
- (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.1171 426 & A.1171 4202 426****

**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

<b>“Subscriber” Name: New York Warren County Public Defender</b>
<b>Account Number: 10001H7U</b>
<b>“LN”:</b> LexisNexis, a division of RELX Inc.

### 1. Subscription Agreement

LexisNexis, a division of RELX Inc. (“LN”) grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis+® and the materials available therein (“Materials”) pursuant to terms set forth in the LexisNexis General Terms and Conditions (“General Terms”) and the pricing set forth in the Price Schedule (“Price Schedule”) (the General Terms together with the Price Schedule is collectively referred to as the “Subscription Agreement”), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

### 2. Certification

2.1. Subscriber certifies that the number of government professionals in Subscriber’s organization is as set forth below. A “Government Professional User” is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

<b>Number of Government Professional Users:</b>	<b>13</b>
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2.2. A “Support Staff User” is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID’s may be issued to support staff for each Government Professional User accounted for above.

<b>Number of Support Staff Users:</b>	<b>13</b>
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2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4. If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber’s organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber’s organization (the “Reference Number”) as Subscriber has specified above.

- i. At LN’s request from time to time, Subscriber will certify in writing the then-current Reference Number.
- ii. If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

### 3. Lexis+ Product and Charges

3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The Term of Subscriber’s commitment for the Lexis+ product offering will begin upon the date Subscriber’s billing account (“Account Number”) is activated (“Activation”) and will continue for the last period set forth in Section 3.5 below (the “Initial Term”).



**LEXIS+® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT**  
(NEW SUBSCRIBER VERSION-AAR)

3.2. This Agreement commences on the Effective Date and continues for the Initial Term designated in Section 3.5; provided, that, after the Initial Term, this Agreement shall automatically renew for successive one-year renewal terms (each, a “Renewal Term”), unless either Party provides written notice of non-renewal at least thirty (30) days’ prior to the expiration of the then-current Initial Term or Renewal Term, as the case may be. “Term” means, collectively, the Initial Term and all Renewal Terms.

3.3. Commencing at the Renewal Term (defined in Section 3.2), at each anniversary of the Effective Date, LN shall increase all recurring fees by seven point five per cent (7.5%) per Contract Year.

3.4. Subscriber may not terminate this Agreement for convenience under General Terms during the Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ Content & Features		
Product	SKU Number	Number of Users
Inter-Document Linking	1000690	13
USCS - United States Code Service	1011069	13
NY Enhanced	1011557	13
Lexis+™ Practical Guidance - State & Local Government	1534660	13
All Briefs, Pleadings & Motions	1010612	13

3.5. In exchange for access to the Lexis+ Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the “Monthly Commitment”) during the periods set forth below.

Initial Term	Monthly Commitment
1/1/2024 - 12/31/2024	\$737

3.6. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above at an additional charge (“Out of Plan Materials”). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User’s search.

To have Out of Plan Materials available for your Authorized Users, initial here \_\_\_\_\_  
(Initial)

3.7. Use of Lexis+ under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.8. LN may temporarily suspend access to Lexis+ until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

**4. Closed Offer**

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 11/30/2023.

**5. Confidential Information**

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

**6. Support and Training**

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

**7. Miscellaneous**

7.1. This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis+ or by signing below.

7.2. If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

**LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.**

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**LEXIS+® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT**  
(NEW SUBSCRIBER VERSION-AAR)

**AGREED TO AND ACCEPTED BY:**

<b>Subscriber: New York Warren County Public Defender</b>
[MUST BE COMPLETED BY SUBSCRIBER]
<b>Authorized Subscriber Signature:</b>
<b>Printed Name:</b> _____
<b>Job Title:</b> _____
<b>Date:</b> _____
_____

**LexisNexis, a division of RELX Inc.**

[COMPLETED BY LEXISNEXIS]

<b>Authorized Signature:</b>
<b>Name:</b> _____
<b>Job Title:</b> _____
<b>Date:</b> _____
_____



**LEXIS+® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT**  
(NEW SUBSCRIBER VERSION-AAR)

CUSTOMER INFORMATION (Please type or print):	
<b>Organization Name: (Full Legal Name)</b>	New York Warren County Public Defender
<b>Billing Frequency:</b>	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annually
<b>Physical Address</b>	
<b>Invoice Address</b>	
<b>Street Address:</b>	
<b>City:</b>	
<b>State:</b>	
<b>Zip:</b>	
<b>County:</b>	
<b>Telephone:</b>	
<b>Fax:</b>	
<b>Parent Company: (if applicable)</b>	

**Type of Organization:**

Legislative  Judicial  Executive

Professional User: \_\_\_\_\_ Practicing Area of Law: \_\_\_\_\_  
 Support Staff: \_\_\_\_\_ Employer Identification Number: \_\_\_\_\_  
 Bar No: \_\_\_\_\_ Issuing State: \_\_\_\_\_  
 Date Issued/Expiration Date: \_\_\_\_\_ Organization Web Address: \_\_\_\_\_  
 Tax Exempt:  Yes (attach Sales Tax Exemption Certificate) MSA:  Yes  No  
 No  
 Tax ID No: \_\_\_\_\_ State Contract No: \_\_\_\_\_  
 (If applicable)  
 PO No: \_\_\_\_\_  
 (If applicable)

**Contacts:**

	Name	Telephone	Email
<b>Installation:</b>	_____	_____	_____
<b>Billing:</b>	_____	_____	_____
<b>Policy/Legal Notification:</b>	_____	_____	_____
<b>Scheduling/Training:</b>	_____	_____	_____



**LEXIS+® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT**  
(NEW SUBSCRIBER VERSION-AAR)

\_\_\_\_\_ **Name** \_\_\_\_\_ **Telephone**

**Super Admin:** \_\_\_\_\_

\_\_\_\_\_ **Email** \_\_\_\_\_ **IP Address**

<b>CUSTOMER ID INFORMATION (Please type or print)</b>			
<b>ID HOLDERS' NAMES</b> (additional sheet attached <input type="checkbox"/> )	<b>ID HOLDERS' TITLES/POSITIONS</b>	<b>ID HOLDERS' EMAIL ADDRESSES</b>	<b>LOCATION/ADDRESS</b>