

CRIMINAL JUSTICE, PUBLIC SAFETY & EMERGENCY SERVICES  
COMMITTEE MEETING  
PUBLIC DEFENDER AGENDA  
November 19, 2024

COMMITTEE MEMBERS: Supervisors GERACI, Conover, Maday, Strainer, Gilligan, Driscoll and Etu - *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 for Transfer of Funds  
Rationale: To fix overbudget line item in grant funded salary code A.1171.4201-120
  2. Request: Request to Extend Existing Contract  
Rationale: To extend Contract with LexisNexis – Legal Research Subscription
  3. Request: Request to Amend or Extend Existing Grant  
Rationale: To Amend/Consolidate 3 Indigent Legal Services Grants into 1.  
Distributions #12 & #13 will be added to Distribution Funding #14 to consolidate this Grant.
- 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. 10 – Request for Transfer of Funds – A.1171.4201 Salaries/OT
2. Resolution Request Form No. 04 – Request to Extend, Rescind, Amend Existing Contract - LexisNexis
3. Resolution Request Form No. 06 – Request to Amend or Extend Existing Grant – Dist. #12, #13, & #14

# RESOLUTION REQUEST FORM NO. 10

## Request for Transfer of Funds

TO: AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

DEPARTMENT NAME: Warren County Public Defender's Office

SIGNED:

DATE: 11/19/2024

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1171.4201-110	Public Defender - Upstate Quality Improvement - Salaries - Regular	A.1171.4201-120	Public Defender - Upstate Quality Improvement - Salaries - Overtime	\$7.67

Please state reason for transfers requested: Fix budget line

### CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Account- Other Payments/Contributions			

Please state reason for transfer request:

Please file original request with Clerk of the Board and retain copy for your records.

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

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

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

**DATE: 11/19/2024**

- (a) Purpose of Contract Change: **Extend Existing LexisNexis Contract**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract:
- (c) Name of Contractor: **LexisNexis**
- (d) Address of Contractor:
- (e) Contractor's Contact Person and Telephone Number: **Jessica Blake  
(937) 247-8394**
- (f) Commencement Date of Extension: **01/01/2025**
- (g) Termination Date of Extension: **12/31/2027**
- (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.
- (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:**

**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



**AMENDMENT  
LEXIS®/LEXIS®+/LEXIS®+AI FOR  
STATE/LOCAL GOVERNMENT  
(EXISTING SUBSCRIBER VERSION - AAR)**

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

**1. Amendment**

This Amendment ("Amendment") amends and supplements the terms of the Lexis+ Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed 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 will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

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 Amendment 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 Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (a) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (b) 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 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed 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 Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

<b>Lexis+ Content &amp; Features</b>		
<b>Product</b>	<b>SKU Number</b>	<b>Number of Users</b>
Inter-Document Linking	1000690	13
All Briefs, Pleadings & Motions	1010612	13
USCS - United States Code Service	1011069	13
NY Enhanced	1011557	13



**AMENDMENT**  
**LEXIS®/LEXIS®+/LEXIS®+AI FOR**  
**STATE/LOCAL GOVERNMENT**  
 (EXISTING SUBSCRIBER VERSION - AAR)

Lexis+™ Practical Guidance - State & Local Government	1534660	13

3.2. This Agreement commences on the Effective Date and continues for the Committed Term designated in Section 3.4; provided, that, after the Committed 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 Committed Term or Renewal Term, as the case may be. “Term” means, collectively, the Initial Term, Committed 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. In exchange for access to the Lexis+ Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the “Monthly Commitment”) during the periods set forth below.

Committed Term	Monthly Commitment
1/1/2025 - 12/31/2025	\$774
1/1/2026 - 12/31/2026	\$813
1/1/2027 - 12/31/2027	\$854

3.5. 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)

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

3.7. LN may temporarily suspend access to Lexis+ until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment 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 11/30/2024.

**5. Confidential Information**

Subject to any state open records or freedom of information statutes, this Amendment 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 Amendment 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 Amendment.

**6. Support and Training**

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



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- (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 Amendment.

**7. Miscellaneous**

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

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

**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>	_____



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(EXISTING SUBSCRIBER VERSION - AAR)

Customer Information (please print or type)			
Organization Name (full legal name)		New York Warren County Public Defender	
Billing Frequency		<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annually
Tax Exempt (if yes please provide exemption certificate)		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
New Invoice Contact Person	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	First & Last Name	Email Address
PO Required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	PO #	
MSA # if applicable			

# ***RESOLUTION REQUEST FORM NO. 6***

## ***Request to Amend or Extend Existing Grant***

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

**DATE: 11/19/2024**

- (a) Purpose of Grant Amendment: **To Consolidate Distributions #12, #13, & #14**
- (b) Resolution No. which Authorized Original Application and Grant:
- (c) Name of Grantor: **New York State Office of Indigent Legal Services**
- (d) Address of Grantor: **80 S Swan St., Ste 1147, Albany, NY 12210**
- (e) Grantor's Contact Person and Telephone Number: **Jamison Blair  
(518) 935-7284**
- (f) Has or Will the Grant Amendment or Grant Extension be provided, if so, Please Attach?
- (g) Effective Date of Amendment or Extension: **01/01/2024**
- (h) Termination Date of Amendment or Extension: **12/31/2026**
- (i) Total Dollar Amount Involved (not to exceed): **\$480,654.00**
- (j) Is a Budget amendment required? **No**  
If yes, please 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.
- (l) 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