

CRIMINAL JUSTICE, PUBLIC SAFETY & EMERGENCY SERVICES
COMMITTEE MEETING
ASSIGNED COUNSEL AGENDA
March 24, 2025

COMMITTEE MEMBERS: Supervisors GERACI, Conover, Maday, Strainer, Gilligan, Driscoll and Patchett - *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 Renew Contract
Rationale: To renew the existing contract with the Legal Aid Society of Northeastern New York for conflict Family Court representation services. Current contract authorized by R 184/2023 expiring 4/31/2025. This continues to utilize grant funding to defray the cost of conflict Family Court cases to the county.
 2. Request: Request to Amend and Renew Contract
Rationale: To amend and renew the existing contract with the Rural Law Center to provide appellate assigned counsel services. Current contract authorized by R 185/2023 expiring 4/31/2025. The new contract will be for one year beginning 5/1/25 and continuing until 4/30/26 and will be for \$57,500 paid quarterly for up to fourteen (14) appeals. Any additional appeals above and beyond 14 appeals will be billed at \$4,107.14 per appeal. The language regarding certain voluminous appeals counting as two appeals will be removed. This continues to utilize grant funding to defray the cost of appeals to the county.
- V. Discussion Items:
- VI. Referrals/Pending Items:
- VII. Privilege of the floor and public comment
- VIII. Motion to adjourn

Attachments:

1. Resolution Request Form 04 Extend Contract - LASNNY
2. Resolution Request Form 04 Extend Contract – Rural Law Center

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Assigned Counsel

DATE: 3/12/2025

- (a) Purpose of Contract Change:
Extend Contract with Legal Aid Society of Northeastern New York, Inc for Family Court Conflict Cases
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract:
117/2021 & 184/2023
- (c) Name of Contractor:
Legal Aid Society of Northeastern New York, Inc.
- (d) Address of Contractor: **55 Colvin Avenue, Albany, New York 12206**
- (e) Contractor's Contact Person and Telephone Number:
- (f) Commencement Date of Extension: **5/1/2025**
- (g) Termination Date of Extension: **4/30/2027**
- (h) Payment Provisions: i) lump sum amount **N/A**
ii) hourly rate amount **N/A**
iii) total amount not to exceed **\$145,400 per year**
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
Monthly payments of \$12,116.66
- (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

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Assigned Counsel

DATE: 3/12/2025

- (a) Purpose of Contract Change:
Amend and extend Contract with Rural Law Center of New York, Inc. for Assigned Counsel Appellate cases;*\$57,500 up to 14 appeals; \$4,107.14 per appeal over and above 14 appeals.
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract:
205/2016, 106/2018, 95/2020, 278/2022, 185/2023
- (c) Name of Contractor:
Rural Law Center of New York, Inc
- (d) Address of Contractor: **22 US Oval, Suite 101, Plattsburgh, NY 12903**
- (e) Contractor's Contact Person and Telephone Number:
Heidi Dennis, Executive Director (518) 561-5460
- (f) Commencement Date of Extension: **5/1/2025**
- (g) Termination Date of Extension: **4/30/2026**
- (h) Payment Provisions: i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed **\$57,500 per year***
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
\$14,375 Quarterly;
- (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

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 (\$57,500), which shall be paid to Provider for services rendered on a quarterly basis.

¹⁴ 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~~¹⁴ 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 unless extraordinary circumstances justify additional expenses.

Four thousand
One hundred
and seven
dollars and
fourteen cents

a 4,107.14

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.