

CRIMINAL JUSTICE, PUBLIC SAFETY & EMERGENCY SERVICES
COMMITTEE MEETING
PUBLIC DEFENDER AGENDA
DATE 09/23/2025

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: To Apply for a Grant Application and Grant Agreement
Rationale: To Apply for the Office of Indigent Legal Services' Upstate Model Family Representation Grant
 2. Request: To Enter into a New Contract
Rationale: To enter into a new contract with 333 Glen Street Associates for Leased space at 333 Glen Street, Suite 901. The new Lease supersedes the prior Public Defender Lease Agreement
 3. Request: To Amend an Existing Contract
Rationale: To enter into a contract with Westlaw to add Prevision and Co-Counsel
- V. Discussion Items:
 - a. Warren County Public Defender's 2026 Budget
- VI. Referrals/Pending Items:
- VII. Privilege of the floor and public comment
- VIII. Motion to adjourn

Attachments:

1. Resolution Request Form No. 05 – Request to Apply for a Grant Application and Grant Agreement
2. Funding Announcement – Upstate Model Family Representation
3. Resolution Request Form No. 03 – New Contract
4. 333 Glen Street, Suite 901 Lease Agreement
5. Resolution Request Form No. 04 – Request for Amending Existing Contract
6. Westlaw Contract
7. Warren County Public Defender 2026 Budget

RESOLUTION REQUEST FORM NO. 5

Request to Apply for a Grant Application and Grant Agreement

DEPARTMENT NAME:

DATE:

- (a) Purpose of Grant:
- (b) Name of Grantor:
- (c) Address of Contractor:
- (d) Grantor's Contact Person and Telephone Number:
- (e) Has or Will the Grant Application or Grant Agreement be provided, if so, Please Attach?
- (f) Effective Date of Grant:
- (g) Termination Date of Grant:
- (h) Total Dollar Amount Involved (not to exceed):
- (i) Deadline to Submit Grant Application and/or Grant Agreement:
- (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

Upstate Model Family Representation Office Grant

NYS Office of Indigent Legal Services Request for Proposals

The Office of Indigent Legal Services (“ILS”) and the 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 policies established by the Board, ILS assists county governments and New York City in improving the quality of representation provided under County Law Article 18-B (“public defense”). The assistance provided by ILS includes distributing State funds and targeting grants to counties and New York City to support innovative and cost-effective initiatives to enhance the quality of public defense representation.

Timelines for This Request for Proposals

RFP Release Date	Thursday, August 14, 2025
Questions Due By	Wednesday, August 27, 2025, 5:00 p.m. ET
Answers Posted By	Wednesday, September 3, 2025, 5:00 p.m. ET
Proposal Due Date	Monday, October 20, 2025 at 5:00 p.m. ET
Award Announcement	November 2025
Tentative Contract Start Date	January 2026

Intent of this Request for Proposals

ILS announces the availability of funds and solicits proposals from New York State counties outside of New York City to establish a model Family Representation Office (“Model Office”) to provide legal representation to adults eligible for assigned counsel under New York Family Court Act (FCA) §262 and County Law Article 18-B. The intent of this Request for Proposals (“RFP”) is to improve the quality of legal representation provided to adults in Family Court matters under County Law Article 18-B by establishing a Model Office that will implement standards and best practices in these matters consistent with the American Bar Association’s (ABA) *Ten Principles of a Public Defense Delivery System* (“ABA’s Ten Principles”),¹ ILS’

¹ Available here: [ABA Ten Principles of a Public Defense Delivery System](#).

Standards for Parental Representation in State Intervention Matters (“ILS’ Standards”),² and ILS’ Caseload Standards for Parents’ Attorneys in New York State Family Court Mandated Representation Cases (“ILS’ Family Court Caseload Standards”).³

The defining features of the Model Office will be caseload relief, timely access to counsel, and an interdisciplinary, holistic model of representation that uses a defense team to address both the legal and social service needs of clients.

Section I: Project Description – Establishment of a Model Office for Quality Representation of Adults in Family Court Matters under County Law Article 18-B

Consistent with its statutory responsibility to improve the quality of legally mandated public defense services throughout the state, ILS seeks to implement caseload relief, timely access to counsel, and an interdisciplinary, holistic approach to representation of adults in Family Court matters outside of New York City. Grant funding can be used for representation of clients in all types of Family Court matters under Family Court Act § 262 for which people who cannot afford counsel are entitled to have counsel assigned. However, because the representation of parents accused of child abuse or neglect are the most complex matters and involve the State intervening into clients’ lives, ILS expects that grantees will prioritize grant funding for clients in abuse and neglect cases.

A. Caseload Relief

The caseload data that ILS receives annually from Family Court representation providers across New York reveals that Family Court representation attorneys are working under disturbingly high caseloads.⁴ In its February 2019 Interim Report to then Chief Judge DiFiore, the Commission on Parental Legal Representation concluded that Family Court representation attorneys “carry excessive caseloads, resulting in inadequate representation and denial of parents’ due process rights.”⁵ As the ABA emphasized in its Ten Principles, regularly monitoring attorney caseloads to ensure compliance with caseload standards is foundational to quality representation.

In 2021, the ILS Board approved ILS’ Family Court Caseload Standards. These caseload standards are designed to ensure that Family Court representation attorneys have the time and resources needed to deliver quality representation. Grantees of this RFP are expected to know these caseload standards, establish protocols to measure attorney caseloads consistent with how these standards define cases, and to ensure that the Model Office complies with them.

² Available here: [Parental Representation Standards Final 110615.pdf](#)

³ Available here: [Caseload Standards Parents Attorneys NYS Family Court.pdf](#)

⁴ ILS issues annual reports on caseload data, which are available on our website at: [New York State Office Of Indigent Legal Services](#).

⁵ Commission on Parental Legal Representation, Interim Report to Chief Judge DiFiore (February 2019), at 34, available here: [PLR_Commission-Report.pdf](#).

B. Timely Access to Counsel

Timely access to legal representation for those accused of abuse or neglect, even before potential court involvement, is key to improving the quality of representation and case outcomes. It is also consistent with principles of equal protection and due process. It is particularly important in child welfare matters as timely legal representation can prevent unnecessary and prolonged separation of children from their parents and can mitigate the disruption and trauma that accompanies state intervention into the family. Timely access to counsel may also reduce the disproportionate percentage of children of color in New York's foster care system and promote timely and appropriate permanency decisions for children.

Often in Family Court matters people are not advised of the right to assigned counsel until they first appear in court. This may result in people not having legal representation until days, weeks, or sometimes months after a petition has been filed. In child welfare matters, this delay can occur after clients' children have been taken into state custody. This RFP therefore contemplates that Model Office staff will represent clients from the earliest point possible and continuously throughout the duration of the matter, including any court proceeding arising from the matter.

To ensure that clients' rights and interests are protected and that the legal representation team has the best opportunity to provide meaningful and effective assistance of counsel, this RFP contemplates that the Model Office will implement mechanisms to ensure that clients have access to counsel from the *earliest* stages of a child welfare case, including during a CPS investigation; upon notice to the Family Court of an imminent or actual extra-judicial removal of a child by the agency; upon the filing of an application by the agency requesting an order of removal; and, at the very latest, upon the filing with the court of a petition alleging abuse or neglect.

The representation of clients during a CPS investigation (often referred to as "investigation representation") is called for by § 205.19 of the Uniform Rules for Family Court, though Family Defense providers typically do not have the mechanisms in place, or the resources needed to deliver this representation. The Model Office will be expected to establish the mechanisms to deliver investigation representation so Model Office staff can advise and counsel clients on their rights during a CPS investigation and provide or coordinate legal representation on matters affecting the child's safety and the family's stability. Model Office staff may provide other types of assistance, as appropriate, including preparing the client for and/or accompanying the client at CPS interviews and meetings; advising and counseling the client regarding voluntary placement of the child with relatives or other suitable caretakers; and advocating for reasonable and realistic service plans.

C. Interdisciplinary and Holistic Representation

Family Court matters, which involve the most intimate aspects of clients' lives, are often complex, involving multiple and intertwined legal and social issues. The gravity of a case is particularly pronounced for families entangled in the child welfare system, where there is a risk that children will be removed from their parents. Allegations of child maltreatment are commonly precipitated by or intertwined with family circumstances and challenges related to other legal issues, including, for example, housing, paternity, child support, domestic violence,

and divorce. Criminal justice involvement, poverty-related issues such as lack of access to childcare and medical services, and mental health or addiction challenges may impact a client's ability to safely keep or regain custody of a child. Likewise, immigration status may threaten the autonomy and integrity of families involved in the child welfare system.

This RFP contemplates an interdisciplinary team approach in which a lawyer and social work staff (including social workers, case workers, and/or parent advocates) help clients navigate the demands of the child welfare and court systems. The lawyer will provide expert legal advocacy, both in and out of court, and will guide clients through negotiation and decision-making in relation to the complex laws and procedures governing the legal case. The lawyer will also coordinate legal representation for clients on related issues that may impact their ability to maintain a child safely within their family. Moreover, in addition to providing direct legal services in the state intervention case, the Model Office will be expected to provide or coordinate access to legal representation in collateral legal and administrative proceedings that may affect family unity.

The social worker or case worker will assess the strengths and needs of clients and their families, provide case and crisis management, and work to access appropriate supports and resources to meet client objectives. The parent advocate – preferably a parent who has successfully navigated the child welfare system – will provide peer-to-peer support, accompany clients to meetings, assist with interactions with system actors, as needed, and support clients' productive engagement with supportive programs.

Additionally, the Model Office will be expected to assist clients in accessing services in the community to address identified client and family needs, which will require the Model Office to develop a comprehensive understanding of community resources. Therefore, this RFP contemplates that Model Office staff will engage in community education, outreach, and collaboration with individuals and organizations, including other public defense providers and civil legal services providers.

To achieve the above objectives of this RFP, the grantee must consult with ILS staff regarding hiring Model Office staff, assessment of the need for technical assistance, and identification of providers for consultations, trainings and/or workshops about special issues such as interdisciplinary team dynamics, investigation representation, community outreach, and reunification advocacy, as well as administrative, operational, informational systems, and/or fiscal management.

Proposals must be developed in consultation with representatives of each County Law Article 18-B Family Court mandated representation provider in the applicant's county. No county may submit more than one proposal. Proposed projects must comply with New York County Law § 722. Proposals that rely on statutory changes for their implementation will not be funded. Proposals that involve a Child Protection Services agency in the operation or oversight of the implementing agency or organization under this award will not be funded.

Section II: Funding and Contract Period

ILS plans to disburse a total of up to \$12,000,000 (up to \$1,000,000 per year for each of three years) to up to four grantees. The grants will be operationalized by a three-year contract between ILS and the counties with the highest scoring proposals. Counties may submit proposals either at or less than the maximum amount.

ILS reserves the right to reduce or increase the award amount of any proposal based on reasons that include but are not limited to cost effectiveness and reasonableness of proposed budget, demonstrated need, or inconsistent appropriation levels.

Section III: Who is Eligible to Apply for this Request for Proposals

Only New York State counties, other than counties within New York City, that do not currently have a Model Family Representation Office contract with ILS⁶ are eligible to apply. Proposals must be submitted by an authorized county official or designated employee of the governing body of the applicant county. There is no funding match or any other cost to the county to participate in this project.

Successful awardees must agree to make good faith efforts to provide ILS with any data or information necessary for ILS to claim federal funding under Title IV-E, including but not limited to Client Identification Numbers (CINs) as generated by CPS.

Section IV: Instructions for Completing this Request for Proposals

The RFP is available online at https://www.ils.ny.gov/funding/pending_rfps. Requests for the RFP may be made by email to RFP@ils.ny.gov.

RFP Questions and Updates

Questions or requests for clarification regarding the RFP should be submitted via email **only**, citing the RFP page and section, by 5:00 p.m. Eastern Time on Wednesday, August 27, 2025 to RFP@ils.ny.gov. Questions received orally, to an email other than RFP@ils.ny.gov, or after the deadline will not be answered.

When corresponding by email, please use the subject line: **Upstate Model Family Representation Office RFP**.

Questions and answers will be posted online by 5:00 p.m. Eastern Time on Wednesday, September 3, 2025 at: https://www.ils.ny.gov/funding/pending_rfps. The name of the party submitting the question will not be posted.

⁶ As of the date of this RFP, Monroe and Westchester counties have Model Family Representation Office contracts with ILS.

Application Submission

Applications may be submitted via mail, email, or hand delivery. All submissions must contain the complete application. Only complete applications will be reviewed and evaluated.

All applications must be received by 5:00 p.m. Eastern Time on Monday, October 20, 2025. Late applications will not be considered.

If submitting an application by mail or hand delivery, this RFP requires the submission of five (5) copies.

By mail: **Jami Blair, Assistant Counsel**
Office of Indigent Legal Services
Alfred E. Smith Bldg., Suite 1147
80 South Swan Street
Albany, NY 12210

Hand delivery: Please call the Office of Indigent Legal Services at 518-486-2028 in advance to arrange for building security clearance.

Office of Indigent Legal Services
Alfred E. Smith Building, Suite 1147
80 South Swan Street
Albany, NY 12210

By email: Electronically submitted proposal applications must be emailed to RFP@ils.ny.gov. All required documents or attachments must be included in the electronic submission. When corresponding by email, please use the subject line: **Upstate Model Family Representation Office RFP**. After you submit your application electronically you will receive an automatically generated email confirming receipt by ILS. If you do not receive an email confirming receipt, please contact Jami Blair at (518) 486-5457.

Application Format

The following components must be included in the application for the submission to be complete:

- I. Proposal Summary (not scored)
 - Must contain information described in Section V(I) below.
 - No more than two (2) double-spaced pages, with margins of 1” on all sides, using no less than a 12-point font.
- II. Proposal Narrative
 - Worth up to 170 points, scored as described in Section V(II) below.
 - No more than twenty-five (25) double-spaced pages, with margins of 1” on all sides, using no less than a 12-point font.

III. Budget and Justification

- Worth up to 30 points, scored as described in Section V(III) below.
- Budget must follow the format described in Section V(III) below.
- Budget Justification must be no more than two (2) double-spaced pages, with margins of 1” on all sides, using no less than a 12-point font.

Section V: Proposal Application

I. PROPOSAL SUMMARY (not scored):

Provide a summary of your proposal which includes the information listed below. **To ensure uniformity, please limit the length of this summary to no more than two (2) double-spaced pages, with margins of 1” on all sides, using no less than a 12-point font.**

The proposal summary must include the following information. ILS reserves the right to disqualify any county that does not include this information in the proposal summary:

- Identification of the county or counties requesting funding to host a Model Office. If more than one county intends to collaborate on hosting a Model Office, please identify the lead county responsible for oversight of the administration of the grant and its reporting requirements.
- The authorized county official or designated employee of the applicant county’s governing body to whom notification of a grant award shall be sent. Please include contact information: name, title, phone number, address, and email address.
- Fiscal intermediary name and email address (i.e., please identify the department and/or individual responsible for fiscal reporting for this project).
- The name, title, phone number, address, and email address for the lead county representative who will be responsible for overseeing the administration of the grant and its reporting requirements.
- The amount of funding requested.
- A concise summary of no more than four sentences describing the proposed project.
- An agreement to consult with ILS staff, on an ongoing basis, regarding hiring, the need for technical assistance, trainings and/or workshops about special issues such as multidisciplinary team dynamics, investigation representation, client engagement, community outreach, and reunification advocacy, as well as administrative, operational, informational systems and/or fiscal management.
- An agreement to make good faith efforts to provide ILS with any data or information necessary for ILS to claim federal funding under Title IV-E, including but not limited to Client Identification Numbers (CINs).

II. PROPOSAL NARRATIVE (170 total points)

Please address the questions below in the order and format in which they are presented. Each response should be numbered and identify the specific question being addressed. Applications will be evaluated on the information they provide. Please do not submit information that is not specifically requested. **Parts A and B of the Proposal Narrative should not be more than a combined total of 25 pages in length, double-spaced, with margins of 1” on all sides, using no less than a 12-point font.**

Part A: Plan of Action (140 Points)

Organizational Infrastructure, Personnel and Start-up Activities (25 points)

1. State the name and a brief description of the entity that will be responsible for the Model Office (the “proposed provider”). **(1 point)**
2. State the location of the daily operations of the Model Office. If a site for the project is not yet secured, state how space for the project will be secured prior to the contract start date. **(2 points)**
3. If the proposed provider is an existing entity, explain how the activities and services described in this RFP will fit into the proposed provider's present organizational infrastructure. If the proposed provider is not an existing entity, set forth the anticipated time frame for the new entity to become operational. **(2 points)**
4. Describe: **(a)** the personnel needed to perform the activities and provide the services described in this RFP, **(b)** the minimum qualifications that will be required for each position, and **(c)** the process that will be used to recruit and hire qualified staff. **(10 points)**
5. **(a)** List the essential start-up tasks necessary to implement the proposed provider's plan of action and **(b)** a timetable listing the start and end dates for each activity associated with the proposed program start-up. **(10 points)**

Applicant Capability (15 points)

6. Attach at least **three (3) letters** of support for the proposed provider from different references (e.g., judges, other Family Court representation providers, civil legal services providers, community-based service providers and organizations, etc.). **Letters must include: (a)** the name of the reference entity, **(b)** a brief statement describing the relationship between the proposed provider and the reference entity, **(c)** the reasons the reference entity supports the proposed provider's involvement in this project, and **(d)** the name, title, and telephone number of a contact person for the reference entity. **(5 points)**

7. Describe the steps that will be taken by the proposed provider, including any in-house expertise and/or collaboration with other entities, to ensure the availability of legal representation for clients in collateral matters that may affect clients' state intervention case (e.g., criminal defense, housing, education, public benefits, etc.). **(5 points)**
8. Describe how the proposed provider will ensure that all staff members will possess the requisite knowledge, experience and/or training necessary to fulfill the goals and provide the services described in this RFP. **(5 points)**

Timely Access to Counsel: Community Outreach and Client Identification **(25 points)**

9. Describe how the proposed provider will identify and connect with the anticipated or target client population (e.g., in-house telephone helpline; walk-ins; informal referrals from criminal defense, civil legal services providers, community-based organizations or service providers, formal or informal arrangements with Family Court and/or the child welfare agency; or other means of connecting with parents who are at risk of or under investigation by CPS). **(5 points)**
10. Describe the community outreach and education that the Model Office will conduct, and what activities the proposed provider will engage in with organizations and individuals, including other public defense providers and civil legal services providers, to support families who are involved, or are at risk of involvement, with CPS. **(5 points)**
11. Describe how relationships with agencies and entities involved in various aspects of the child welfare system (such as courts, CPS, law enforcement, social services and foster care providers, department of education, etc.) will be built upon or developed to support the work of the Model Office. **(5 points)**
12. Describe the services that will be provided to clients during the CPS investigation. **(10 points)**

Model of Representation **(50 points)**

13. **Interdisciplinary Team Model:** Describe how the proposed provider will implement the interdisciplinary team model described in this RFP, including a description of the roles and working relationships among attorney, social worker/case worker/parent advocate staff, and how the need for a social worker, case worker, or parent advocate will be assessed in each case. **(10 points)**
14. **Holistic Representation:** Describe how the proposed provider will ensure that it has the institutional capacity and flexibility to provide or coordinate legal representation in collateral legal and administrative proceedings that may impact the client's case, such as criminal, housing, health insurance, immigration, child support, public benefits, education, mental health, and state central registry fair hearings. **(10 points)**

15. **Vertical Representation:** Describe how the proposed provider will ensure continuous, vertical representation for clients by the same legal team through all phases of each case. **(5 points)**
16. **Appellate Representation:** Describe how the proposed provider will provide or collaborate with other entities to secure appellate representation, including interlocutory appeals, filing notices of appeal, preparing the record on appeal, and briefing and arguing cases. **(5 points)**
17. **Investigator, Interpreter, and Expert Services (“Specialized Services”):** Describe the criteria and procedures by which the proposed provider will assess the need and provide for the specialized services other than social worker/case manager/parent advocates. This includes investigator and expert services, as well as the services needed to ensure cultural and language sensitivity, such as interpreters or other experts in cultural issues. **(10 points)**
18. **Supervision, Training and Oversight:** Describe the supervision, training and oversight procedures that will be used on an ongoing basis to ensure that all Model Office staff adhere to relevant standards, best practices, and rules of ethics and professional responsibility. **(10 points)**

Caseload Relief and Workload Management (25 points)

19. Estimate the number of clients the Model Office will accept each grant year who are being investigated by CPS (“investigation representation”). Include an explanation of how you arrived at this estimate. **(5 points)**
20. Estimate the number of clients with petitions filed in Family Court the Model Office will accept each year (“court intervention representation”), identifying the anticipated percentage of these clients who will be facing an abuse or neglect petition, a custody petition, and other types of Family Court petitions. Include an explanation of how you arrived at this estimate. **(5 points)**
21. Describe the manner in which legal and non-legal staff will be deployed to handle the estimated caseload, including, but not limited to: **(a)** How resources will be allocated to assure compliance with ILS’ Family Court Caseload Standards; **(b)** How the ratio of supervising attorneys to attorney staff will be structured to ensure necessary supervision; and **(c)** How the ratio of attorneys to social work, parent advocate, investigatory, and paralegal staff will be structured to ensure high quality representation. **(7 points)**
22. **(a)** Describe how the average office caseload will be monitored on a continuing basis to ensure that it will not exceed ILS’ Family Court Caseload Standards, and **(b)** Describe the procedures and safeguards that will be established to immediately remedy any noncompliance with those limits. **(8 points)**

Part B: Data Collection, Performance Measurement, and Evaluation (30 points)

This section discusses ILS' required data collection and reporting for grantees and their ability to implement the systems and protocols needed to comply with these data reporting requirements.

Grantees will be required to submit to ILS twice per year the PRR-195. The PRR-195 reporting form and information about how to complete it is available here: [New York State Office Of Indigent Legal Services](#). ILS will provide grantees training and consultation and support in completing the PRR-195. The PRR-195 requires providers to report data about the following:

- the representation of clients during a child welfare investigation
- the use of specialized service professionals
- community outreach activities
- caseloads (as defined by ILS' Family Court Caseload Standards)
- case outcomes
- staffing

In addition to the PRR-195, grantees will be required to submit to ILS an Implementation Memo that summarizes the steps taken to implement the initiatives described in this RFP, including a timeline for the creation, approval, and filling of the Model Office staff positions, the plan for and progress made on training Model Office staff on the interdisciplinary, holistic model of representation, and the plan for and progress the Model Office has made on community outreach. ILS will coordinate with grantees to determine a date for submission of this Implementation Memo.

In the context of these reporting requirements, please provide the following information:

1. Describe the proposed provider's process for collecting and analyzing feedback from relevant stakeholders (e.g., clients, the courts, the child welfare agency, service providers, community-based organizations, civil legal services organizations, etc.) about the project's services and activities, and how the feedback will be used to identify, inform, and make necessary operational adjustments and modifications. **(2 points)**
2. Describe the proposed provider's present state of data collection and systems for tracking client information, caseloads, and utilization of specialized service professionals, including any case management system used and how the proposed provider currently counts/enters a Family Court "case" in their case management system. **(3 points)**
3. Describe the infrastructure to be developed, or any changes to the proposed provider's current infrastructure, that will be needed to track the required data described in the PRR-195. This description should include any steps the proposed providers must take to count cases consistent with ILS' Family Court Caseload Standards. **(10 points)**
4. Describe how the information and data required by the Implementation Memo and the PRR-195 will be collected, recorded, and extracted for reporting to ILS.

This description should include the measures the proposed provider will take to ensure that the data are reliable, valid, and accurate. Explain who will be responsible for collecting, maintaining, and reporting the requested data. **(15 points)**

III. BUDGET & JUSTIFICATION (30 total points)

Successful applications will include budget plans that are consistent with the proposal action plan, administrative costs, justification for each requested budget line, cost benefits, and highest potential for successful outcomes in assisting providers.

The Budget should be submitted in a format consistent with the attached Budget Form in Attachment A. For a fillable Excel spreadsheet version of Attachment A, please go to <https://www.ils.ny.gov/node/224/pending-rfps>.

The Budget Justification should be no more than two (2) double-spaced pages, with margins of 1” on all sides, using no less than a 12-point font. The Attachment A Budget Form does not count toward the page requirement for the Budget Justification.

1. Budget: Using the attached Budget Form (Attachment A) or a format consistent with this Budget Form, provide a detailed, annualized three-year budget containing reasonable and necessary costs. The budget for the proposed project must be consistent with the terms of the RFP and provide a justification for all expenses. **(10 points)**
2. Budget Justification: Include a separate narrative for each budget line explaining how the proposed expense relates to the implementation of the overall proposal, and why the amount budgeted is necessary to implement the plan described in the proposal. Each budget line item should have its own concise explanation, and for each line item, the amount allocated in the Budget Form must match the amount described in the explanation. If the proposal includes subcontracting with other entities, provide a brief explanation of the purpose of the subcontracting relationship. **(18 points)**
 - As part of the Budget Justification, describe how the county will monitor expenditures during the life of the grant to ensure that the project stays within the budget. **(2 points)**

Section VI: Review and Selection Process

ILS will conduct a two-level review process for all submitted proposals:

The first level entails a Pass/Fail review of proposals conducted by ILS staff to ensure that the application is responsive to the conditions set forth in the RFP. ILS will reject any applications that do not clearly and specifically address the purposes of this funding opportunity and/or that fail to meet any of the following criteria:

1. The RFP was submitted within the designated time frame.
2. The RFP was submitted consistent with the format requested by the Office.
3. The applicant is an eligible entity as specified within the RFP.
4. The proposal purpose is for that intended by the RFP.
5. The proposal included a proposal narrative and a budget plan with justification.

The second level consists of a scored review of the submitted proposal specifically related to the work plan, performance measurement and evaluation, organizational capability, overall strength of plan, and the budget and corresponding budget narrative. The proposal review and rating will be conducted using the criteria stated in this Funding Announcement. ILS will typically use staff and others with expertise in the RFP topic area to comprise the proposal review team. Each reviewer will assign a score up to a maximum of 200 points to each proposal; individual scores will be averaged to determine the score. Applicants' scores will be ranked in order. In the event of a tie (identical scores), ILS will look at the highest scores of these sections of the proposals to determine an award: first, the "Budget & Cost" portion of the proposal, and if these scores are the same, next the "Plan of Action" portion of the proposal. ILS reserves the right to conduct follow-up discussions with applicants to clarify information in the submitted proposal. In the event there are any remaining funds after making awards in accordance with the Review and Selection Process, ILS reserves the right to allocate the grant funds in a manner that best suits program needs as determined by ILS. Such a plan will be subject to review and approval by the Office of the State Comptroller ("OSC").

Section VII: Awarding Grants

Contract Development Process

It is anticipated that applications will be reviewed, and the successful applicant notified of funding decisions in November 2025. All commitments are subject to the availability of State funds. The proposal review team will recommend to the ILS Director the highest ranked proposals that fully meet the terms of the RFP. The final total applicant score will be the cumulative total of the second level review.

The contract process and final contracts are subject to the approval of the Office of the Attorney General ("OAG") and OSC. Upon such approvals, the grant process will begin, and all terms of the contract become public information.

As part of the grant award process, the grantee and ILS will establish a mutually agreed-upon final budget and work plan, which become the contract deliverables.

As part of the contract with ILS, grantees will be required to submit the reports described in Section V(II)(Part B) of this RFP. This includes an Implementation Memo that summarizes the steps taken to implement the initiatives described in this RFP, including a timeline for the creation, approval, and filling of the Model Office staff positions, the plan for and progress made on training Model Office staff on the interdisciplinary, holistic model of representation, the plan for and progress the Model Office has made on community outreach, and any challenges to implementation. It also includes the bi-annual ILS PRR-195 report. ILS staff will be available to assist grant recipients with how to best collect these data. ILS may suggest the use of a specific

data collection protocol or work with programs to employ existing, in-house case tracking software to produce data.

ILS reserves the right to:

- Negotiate with applicants, prior to award, regarding work plans, budget line levels, and other issues raised within the RFP review to achieve maximum impact from the grant award, serve the best interests of New York State, and ensure that budgets are consistent with proposed action plans; and
- If unable to negotiate the contract with the selected applicants within 60 days, ILS may begin contract negotiations with the next highest scoring applicant(s).

Payment

Each county will be reimbursed for expenses incurred pursuant to grant related activities including salary, benefits, travel, and related expenses. No payments will be made until the contract is fully executed and approved by OAG and OSC.

Section VIII: Funding Requirements

Funds distributed by ILS are intended to supplement county resources for supplying public defense services and to ensure proper legal representation for people entitled to legal representation pursuant to Article 18-B of the County Law.

Supplanting is prohibited: Any funds awarded to a county pursuant to this RFP shall be used to supplement and not supplant any local funds, as defined in State Finance Law § 98-b(2)(c), or state funds, including any funds distributed by the ILS, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to County Law Article 18-B.

The issuance of this request for proposals does not obligate ILS to award grants.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME:

DATE:

- (a) Is this a Result of a Bid or Request for Proposal?

- (b) Purpose of Contract:

- (c) Name of Contractor:

- (d) Address of Contractor:

- (e) Contractor's Contact Person and Telephone Number:

- (f) Has or will the Contract be provided, if so, please attach:

- (g) Commencement Date of Contract:

- (h) Termination Date of Contract:

- (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:

**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

THIS INDENTURE OF LEASE DATED the ___ day of _____, 2025 between 333 Glens Street Associates, LLC located at: 333 Glen Street, Suite 102, Glens Falls, New York 12801, (the “**LANDLORD**”), and the Office of the Warren County Public Defender, with its principal offices located at the Warren County Municipal Center, 1340 State Route 9, Lake George, New York 12845, (the “**TENANT**”).

WITNESSETH
SECTION I. LEASE DEFINITION

101. AS USED HEREIN, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS AND/OR REPRESENT THE AMOUNTS SET FORTH BELOW:

- (A) LEASE TERM: **5 Years**
- (B) PERMITTED USES: **Office Space**
- (C) LEASE COMMENCEMENT DATE: **November 1, 2025**

(D) (1) RENT:

Period		Rate	Annual	Monthly
1-Nov-25	31-Oct-26	\$ 16.50	\$ 70,863.05	\$ 5,905.25
1-Nov-27	31-Oct-27	\$ 16.50	\$ 70,863.05	\$ 5,905.25
1-Nov-27	31-Oct-28	\$ 16.50	\$ 70,863.05	\$ 5,905.25
1-Nov-28	31-Oct-29	\$ 16.75	\$ 71,925.99	\$ 5,993.83
1-Nov-29	31-Oct-30	\$ 17.00	\$ 73,004.88	\$ 6,083.74
Total Lease			\$ 357,520.01	

- (2) (a) Utilities: Utilities shall be included in rent.
- (b) Taxes: Included in rent.
- (c) Insurance: Included in rent.
- (d) Tenant Improvements: Included.
- (e) Janitorial and Cleaning Fee: Tenant Expense (Sec 503)
- (F) SECURITY DEPOSIT: Not required.
- (G) PLACE OF RENT PAYMENT: **c/o 333 Glen Street Associates, LLC**
333 Glen Street, Suite 102 Management Office
Glens Falls, NY 12801

SECTION II. DEMISED PREMISES

201. **LANDLORD** hereby leases to TENANT, and TENANT hereby rents from LANDLORD, the office premises (hereinafter called the "**Demised Premises**"), located at **333 Glen Street, Suite 901**, in the City of Glens Falls, County of Warren, State of New York, the said Demised Premises as referenced in Addendum "1", together with the appurtenances specifically granted in this Lease, to be used only for the Permitted Uses for the lease term. Landlord reserves the right to control the use and layout of adjoining areas including the common areas. The exterior walls and the area above the Demised Premises and the use thereof together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and other structural elements leading through the Demised Premises in location that will not materially interfere with Tenant's use thereof and serving other parts of the building are hereby reserved unto Landlord.

202. **COMMON BUILDING FACILITIES.** This Lease includes the right of Tenant to use the Common Building Facilities in common with other tenants of the Building. The words "Common Building Facilities" shall mean all of the facilities in or around the premises designed and intended for use by the tenants of the Building in common with Landlord and each other, including but not limited to corridors, elevators, fire stairs, telephone and electric closets, telephone trunk lines and electric risers, aisles, walkways, truck docks, plazas, the roof and Building Parking Area to the extent not reserved for exclusive use by Landlord or others, courts, restrooms, service areas, lobbies, landscaped areas and all other common and service areas of the Building intended for such use on the date hereof.

SECTION III. COMMENCEMENT DATE / FAILURE TO OPEN

301. The Lease Term shall commence on November 1, 2025 and shall terminate on October 31, 2030.

SECTION IV. TERM

401. **Initial Term.** Tenant shall lease the Leased Premises for a **Five (5)** year term to commence on the Term Commencement Date, as defined in Section 101(C). If the Term Commencement Date occurs on the first day of a calendar month, the Term shall expire on the last day of the calendar month preceding the Term Commencement Date.

402. **Renewal Term.** Tenant is hereby granted **Three (3), One-year** options to extend the term of this Lease upon the following terms and conditions:

(a) At the time of the exercise of each option to extend and at the time of said extension, the Tenant shall not be in default in accordance with the terms and provisions of this Lease.

(b) Notice of the exercise of the option shall be received by the Landlord in writing

at least one (1) full calendar month before the expiration of the Initial Term.

(c) The Extension Terms shall be for the term of each, the extension term to commence at the expiration of the Initial Term, and all of the terms and conditions of this Lease, other than the Annual Rent, shall apply during any such Extension Term.

(d) The Annual Rent payable by Tenant to Landlord for the extension term shall be negotiated and agreed upon by the parties at the time of the extension/renewal.

403. TERM OF THIS LEASE. The word "*term*" and the words "*terms of this Lease*" shall mean the Initial Term and any Extension Term which may become effective.

404. This Lease shall be deemed executory only to the extent of moneys available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County beyond moneys available to or appropriated by the County for the purpose of the Lease and, if applicable, that this Lease shall automatically terminate upon the termination of State or Federal funding available for such Agreement purpose.

SECTION V. RENT AND ADDITIONAL RENT

501. ANNUAL RENT. Commencing on the Term Commencement Date and subject to the provisions of this Lease, Tenant shall pay rent on or before the first of each calendar month in equal monthly installments, as set forth in Section 101(D)(l) of this Agreement, on the first of each calendar month during the Lease Term. The Annual Rent has been calculated at the Annual Rentable Square Foot Rate. Rent for any period of less than one month shall be apportioned based on the number of days in that month. Tenant will pay rent to the Landlord at c/o 333 Glen Street Associates LLC, 333 Glen Street, Suite 102, Glens Falls, NY 12801, or to such other person or at such other place as Landlord may designate in writing.

502. (a) Tenant agrees to pay to Landlord annual Rent hereinbefore referred to as "Rent" in Sub Paragraph 101(D), payable without prior notice or demand, and without any deduction or setoff whatsoever, in equal monthly installments on the first day of each and every month during the term of this lease.

(b) Tenant shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Landlord's acceptance of a partial payment constitute accord and satisfaction. Nor will Landlord's acceptance of a partial payment constitute a partial forfeiture of Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. The Landlord may accept any partial payment check with any conditional endorsement without prejudice to his/her right to recover the balance remaining due, or to pursue any other remedy available under this lease.

503. Janitorial and Cleaning Service(s). Janitorial cost is the responsibility of the Tenant.

Tenant may use their own vendor or hire the Landlord to provide. Monthly rate will be determined based on the scope of work and frequency, and if provided by Landlord shall be considered additional rent until canceled by Tenant or at the end of the lease term.

504. Landlord's Work: Landlord shall provide the following:

- (a) Seven (7) office cubicles installed in accordance with the approved plans (Addendum 1);
- (b) Office furniture located within each office may be used by the Tenant until the end of the lease term;
- (c) Current painted accent walls may be painted to Tenant's specifications;
- (d) Two (2) private bathrooms shall be constructed for the sole use of the Tenant;
- (e) All appliances currently located in the kitchenette area shall remain for the Tenant's sole use.

SECTION VI. LATE CHARGE & GRACE PERIOD

601. Pursuant to Section 235-e of the Real Property Law, if Landlord fails to receive payment for rent on the 5th day of the month, Landlord by certified mail must send Tenant a written notice stating the failure to receive such rent payment.

602. If Landlord shall fail to receive from Tenant by the 15th day of the month, any rent, additional rent, or other charges due under this lease, such unpaid amounts shall then bear interest on the unpaid portion thereof from the 1st day of the month to the date of payment, at the rate equal to eighteen (18%) percent per annum. In addition, Tenant shall pay \$150.00 as an administrative fee which shall be payable without demand, and due on the last day of the month. Interest shall be computed by multiplying unpaid balance, times daily interest, times the number of days outstanding. If Landlord receives two non-sufficient funds checks from the Tenant in a six-month period, certified funds will be required for payments from Tenant for the remainder of the lease term.

SECTION VII. HOLDOVER TENANCY

701. Should Tenant hold over in possession of the Demised Premises after the expiration of the term hereof without the execution of a new lease agreement or extension or renewal agreement, Tenant, at the option of Landlord, shall be deemed to be occupying the Demised Premises from month to month, subject to such occupancy being terminated by either party upon at least thirty (30) days' written notice, at the rental, including but not limited to, Rent and additional rent all calculated, from time to time, as though the term of this Lease had continued and otherwise subject to all of the other terms, covenants and conditions of the Lease insofar as the same may be applicable to a month-to-month tenancy.

702. The parties recognize that the damage to Landlord resulting from any failure by Tenant to timely surrender possession of the Leased Premises will be substantial, will exceed the amount of the monthly installments of the Annual Rent payable hereunder, and will be impossible to measure accurately. Tenant therefore agrees that if possession of the Premises is not surrendered to Landlord upon the expiration or sooner termination of the Lease, in addition to any other rights or remedies Landlord may have hereunder or at law, Tenant shall pay to Landlord, as liquidated damages, for each month and for each portion of any month during which Tenant holds over in the Leased Premises after the Expiration Date or sooner termination of this Lease, a sum equal to one hundred fifty percent (150%) of the aggregate of that portion of the Annual Rent and Additional Rent that was payable under this Lease during the last month of the Term. Nothing herein contained shall be deemed to permit Tenant to retain possession of the Leased Premises after the expiration or sooner termination of the Lease. The provisions of this Article shall survive the expiration or sooner termination of this Lease. Tenant's occupancy subsequent to the expiration or sooner termination of this Lease, whether or not with the consent or acquiescence of Landlord, shall be deemed to be that of a month-to-month tenancy, and in no event constitute a year-to-year, and it shall be subject to all terms, covenants and conditions of this Lease applicable thereto, including, without limitation, those set forth in this Article. In the event the Tenant defaults or remains in possession of the Leased Premises or any part thereof after the expiration of the month-to-month tenancy created hereby, then the Tenant's occupancy shall be deemed a tenancy-at-sufferance and not a month-to-month tenancy.

SECTION VIII. REAL ESTATE TAXES

801. Not applicable.

SECTION IX. COMPUTATION AND BILLING

901. Not applicable.

SECTION X. UTILITY CHARGES

1001. Whether provided by any public or private utility, Landlord shall be solely responsible for, and promptly pay, all charges for heat, air conditioning, water, gas, electricity, sewer use rental or charges, and any other utility service used or consumed in the Demised Premises, and all costs and expenses involved in the care, management, and use thereof.

1002. It is further understood and agreed that Landlord shall in no respect be liable for any failure of the utility companies or governmental authorities, their successors or assigns, to supply the aforesaid services to Tenant and for any failure to supply such services unless the lack of supply is due to the Landlord's negligence.

SECTION XI. INSURANCE AND INDEMNIFICATION

1101. Landlord agrees to carry, at the Landlord's expense, during the Term hereof: general liability insurance on the Demised Property, including common and parking areas, in the amount

of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate; and an umbrella coverage of Five Million Dollars (\$5,000,000.00). Landlord shall furnish Tenant with a certificate of insurance evidencing all insurance requirements of the Landlord herein.

1102. Notwithstanding the terms, conditions or provisions, in any other writing between the parties, Landlord hereby agrees to effectuate the naming of Warren County, its boards, officers and employees, as additional insureds on a primary, non-contributory basis on the Landlord's insurance policy. All policies of insurance naming Warren County, its boards, officers and employees as additional insureds on a primary, non-contributory basis shall: be an insurance policy from an AM Best Rated A-Minus New York State licensed insurer; contain a thirty (30) day notice of cancellation; and state that the organization's coverage shall be primary coverage for the municipality, its boards, officers and employees. The failure of Warren County to object to the contents of the Certificate or the absence of the same shall not be deemed a waiver of any and all rights held by Warren County.

1103. The Landlord acknowledges that failure to obtain such insurance on behalf of Warren County, its boards, officers and employees, constitutes a material breach of contract and subjects Landlord to liability for damages, indemnification, and all other legal remedies available to the Tenant.

1104. It is agreed that the Tenant will indemnify and save harmless the Landlord against all claims and demands for damages to person or property based upon or arising from the negligent use of said premises by the Tenant under this lease. Tenant shall, during the entire term hereof, keep in full force and effect a policy of bodily injury and property damage, comprehensive liability insurance with respect to the Demised Premises and the business operated by Tenant and any Sub-Tenants of Tenant in the Demised Premises in which the limits of bodily injury liability and property damage liability shall be not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit or such higher amounts as may be reasonably required by Landlord. Coverage under the Tenant's policy is to include products, personal injury (employee's exclusion to be voided), blanket contractual and broad form comprehensive general liability. The policy shall name Landlord, Landlord's Agents, and Tenant as insured. If Tenant shall not comply with its covenants made in this section, such failure shall constitute a breach of contract.

1105. (a) Tenant agrees to carry all risk fire and extended coverage insurance, in an amount sufficient to assure that the 80% coinsurance provisions of the policy do not come into effect, on a repair and replacement basis on all improvements to the Demised Premises provided by Tenant, and shall contain an express waiver of any right of subrogation against Landlord and Agent. Tenant also agrees to carry said insurance for Tenant merchandise, trade fixtures, furnishings, wall covering, carpeting, drapes, equipment, and all other items of personal property of Tenant located on or within the Demised Premises.

(b) Tenant shall carry Worker's Compensation Insurance covering Tenant's business operations in the Demised Premises.

1106. (a) Tenant will not do, omit to do, or suffer to be done or keep or suffer to be kept anything in, upon or about the Demised Premises which will violate the provisions of Landlord's policies insuring against loss or damage by fire or other hazards (including but not limited to, public liability) which will adversely affect Landlord's fire or liability insurance premium rating, or which will prevent Landlord or Tenant from procuring such policies in companies acceptable to Landlord or otherwise required by the lease. If anything done, omitted to be done, or suffered to be done by Tenant, or kept or suffered by Tenant to be kept in, upon or about the premises shall by itself or in combination with other circumstances existing at building cause the premium rate of fire or other insurance on the Demised Premises, or other property of the Landlord in companies acceptable to Landlord to be increased beyond the established rate fixed by the appropriate underwriters from time to time applicable to the premises for use for the purposes permitted under this Lease, Tenant shall pay the amount of such increase.

(b) Any flammable or combustible material kept by Tenant in or upon the Demised Premises must be kept in special containers and at such locations as may be specified by the insurance carried, fire insurance underwriter, and any and all state, local, or other governmental authorities, and no explosive material, high pressure steam generating equipment, or similarly hazardous material or equipment, shall be kept on the Demised Premises.

1107. Tenant shall indemnify and save harmless Landlord from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from, or out of any occurrence in, upon or at the Demised Premises, or the occupancy or use by Tenant of the Demised Premises or any part thereof, or occasioned wholly or in part by any negligent act or omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires.

1108. Tenant agrees that all insurance that is required to be maintained under this Lease shall be with insurance companies of good credit satisfactory to both parties and that the original policies, or true copies or abstracts evidencing all of the aforementioned insurance coverage shall be delivered to Landlord within twenty (20) days prior to the commencement of the term hereof and shall contain a clause that the insurer will not cancel or change the insurance without first giving the other party twenty (20) days prior written notice thereof and, further, that new or renewal policies shall be delivered to both parties at least twenty (20) days before the expiration date, or sooner termination of each policy.

1109. (a) To the fullest extent permitted by law, Landlord shall indemnify, hold harmless and defend Warren County, its boards, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon Warren County, its boards, officers, employees and volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including Landlord's employees, on or account of damages to property including loss of use thereof, arising directly or indirectly from the negligent acts or omissions of

Landlord, its employees, agents, representatives, materialmen, and/or suppliers in their duties under this lease and by law. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

(b) Harassment. Any type of Harassment is against Warren County policy and is unlawful. Landlord acknowledges and agrees that they have read the entirety of the Warren County Harassment and Discrimination Policy, a copy of which can be found online at <https://www.warrencountyny.gov/sites/default/files/hr/docs/Harassment%20Policy%20R427%20of%202024.pdf> under Discrimination and Harassment. This Lease incorporates the entire policy as a material term of this agreement. Landlord shall follow the policy in its entirety. If a complaint does arise, Landlord is to notify Warren County promptly. To the fullest extent permitted by law, Landlord shall indemnify, hold harmless and defend Warren County, its boards, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, resulting from Landlord's and Landlord's agent's breach of this policy.

SECTION XII. RULES AND REGULATIONS

1201. Landlord agrees that in carrying out the rules and regulations applicable to all of Landlord's tenants in the building, Tenant shall not be discriminated against, and Tenant covenants and agrees that Tenant shall comply with reasonable rules and regulations set by Landlord from time to time for operation of the building, including the following:

(a) No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted or affixed to any part of the Demised Premises or the inside of the building of which they form a part, unless approved by Landlord in writing;

(b) All loading and unloading of goods shall be done only at such times, in the areas and through the entrances, designated for such purpose by Landlord;

(c) Landlord shall dispose of refuse and garbage in accordance with the agreed upon Janitorial and Cleaning Service Fee if provided by Landlord. Otherwise, Landlord and Tenant shall agree and coordinate a schedule for refuse/garbage pickup;

(d) The common areas immediately adjoining the Demised Premises shall be kept clean by Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas;

(e) Nothing is to be attached or placed on the roof or the exterior walls of the Demised Premises and Tenant's access to the roof shall be limited to inspection for damages only.

SECTION XIII. SIGNS AND WINDOWS

1301. All signs (collectively "Signs" and individually each a "Sign") erected on the outside of the Demised Premises shall be consistent in quality and character, in the sole determination of the Landlord, and furthermore, shall comply with the following requirements:

- (a) All Sign designs must be approved by Landlord;
- (b) All Signs, the installation thereof and all work relating thereto must comply in all aspects with all applicable governmental and Historic Review Board rules and regulations and all requirements of Landlord's insurance company;
- (c) Any damage to any Sign shall be repaired within 48 hours after the damage shall have occurred;
- (d) No flashing Signs shall be permitted;

1302. Landlord reserves the right to specify additional Sign requirements from time to time, provided that no such requirements shall affect or require a change in any Sign placed on the Demised Premises prior to the implementation of such requirement.

1303. Landlord shall install frosted and/or tinted windows on all outside facing windows free of charge to the Tenant.

SECTION XIV. BUILDING MAINTENANCE AND REPAIRS

1401. Landlord shall, at all times, maintain the Demised Premises (including all doors, glass in the doors and windows) and all partitions, doors, and window frames, fixtures, equipment and appurtenances thereto, including, but not limited to all common electrical, heating and plumbing fixtures, heating, air conditioning, mechanical installations therein, in good order, condition, replacement and repair at its own expense. Landlord shall be responsible for building standard light bulbs only.

1402. Landlord shall not be responsible for janitorial and cleaning services as provided by the provisions of this Lease unless stated otherwise.

1403. Landlord will keep the roof and exterior of the premises in proper repair, provided that Tenant shall give Landlord written notice of the necessity of such repairs. Tenant, without the prior written consent of the Landlord first had and obtained, shall not perform any work of any nature whatsoever to the roof, exterior walls, or to any of the structural portions of the building of which the Demised Premises are a part. Any resultant damage to the Demised Premises, or any person or property situate in the Demised Premises, shall be the sole responsibility of the Tenant and shall be rectified in a reasonable amount of time.

1404. Tenant's Repairs. At its expense, Tenant shall make all repairs and replacements to the Leased Premises which are specifically agreed upon in this Lease to be Tenant's obligations.

1405. Tenant shall be solely responsible for repairs of any data and telephone network wiring and equipment.

1406. Without limitation, Tenant shall not be liable for repairs or replacements necessitated by ordinary wear and tear, damage by fire or other casualty and damage caused by Landlord or by anyone other than Tenant or Tenant's agents, servants, employees or contractors acting within the scope of their employment or agency.

1407. *Landlord's Repairs.* Landlord shall perform all maintenance and make all repairs, restoration and replacements to the Demised Premises and Building not specifically imposed upon Tenant by the provisions hereof, the same to be included as Operating Expenses, except where the repair has been made necessary by misuse or neglect by Tenant, in which event Landlord shall nevertheless make the repair but Tenant shall pay to Landlord, as Additional Rent. Tenant, however, shall be given a thirty (30) day right to cure or make any necessary repairs that are not of immediate concern to the Landlord. Immediate concern shall be defined as any maintenance or repair that if not made within thirty (30) days will significantly alter the Demised Premises or would create a health risk to the safety of any tenant(s) occupying the property. Without limiting the generality of the foregoing sentence or the following, Landlord shall maintain, repair and replace, as necessary, and keep in good order, safe and clean condition, the same to be included as Operating Expenses, (1) the plumbing, sprinkler, HVAC and electrical and mechanical lines and equipment associated therewith, elevators and boilers, broken or damaged glass and damage by vandals; (2) utility and trunk lines, tanks and transformers and the interior and exterior structure of the Building, including the roof, exterior walls, bearing walls, support beams floor slabs, foundation, support columns and window frames; (3) improvements to the Land, including ditches, shrubbery, landscaping and fencing; and (4) the Common Building Facilities located within or outside the Building, including the common entrances, corridors, interior and exterior doors and windows, loading docks, stairways, lavatory facilities and the Building parking area and access ways thereof. Further, Landlord shall perform all repairs and restoration required by Article XXI.

SECTION XV. SURRENDER OF PREMISES

1501. At the expiration of, or sooner termination of the tenancy hereby created, Tenant shall peaceably surrender the Demised Premises in the same condition of cleanliness, repair, and order as the Demised Premises were in upon the commencement of business under this Lease, reasonable wear and tear and damage by unavoidable casualty excepted, to the extent that same is covered by Landlord's fire insurance policy with extended coverage endorsement, and Tenant shall surrender all keys for the Demised Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes, and vaults, if any, in the Demised Premises. Tenant shall comply with Sub Paragraph 2002 hereof, respecting the removal of its trade fixtures before surrendering the Demised Premises as aforesaid. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

1502. Landlord shall comply with all regulations contained with Section 7-108 of the New York State General Obligation Law, including but not limited to Landlord's responsibility to conduct an exit walk-through no more than 2 weeks and no less than one week before the surrender.

SECTION XVI. COMMON AREA MAINTENANCE

1601. Not applicable.

SECTION XVII. CONDUCT OF BUSINESS BY TENANT

1701. Tenant covenants and agrees that it shall use the Demised Premises only for the "permitted uses" and Tenant agrees to use and occupy the Demised Premises for the foregoing purposes and for no other. Tenant expressly covenants that it will continuously operate its business in the Demised Premises as aforesaid, during the term hereof, and any renewals, and shall not vacate, abandon, or otherwise cease to terminate its operation therein except as otherwise specifically permitted or provided in this Lease.

1702. Tenant agrees that throughout the term hereof it shall, in good faith, conduct its business at all times in a first-class manner consistent with reputable business standards and practices.

1703. Tenant shall operate and or advertise the business operated at or from the Demised Premises only under the name(s): The County of Warren, Warren County, the Warren County Public Defender's Office, The Office of the Warren County Public Defender, the Public Defender of Warren County, or a combination of the aforementioned, unless and until the use of another name is permitted, in writing, by Landlord.

SECTION XVIII. ASSIGNMENT AND SUBLETTING

1801. Tenant covenants and agrees not to assign this Lease or to sublet the whole or any part of the Demised Premises, or to permit or suffer any other persons to occupy same without the written consent of the Landlord first had and obtained. Any attempted assignment or subletting, without the consent of Landlord, or in violation of this provision shall not relieve Tenant from liability for payment of rent or other sums herein provided or from the obligation to keep and be bound by the terms, conditions, and covenants of this Lease. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or the subletting of the Demised Premises. In determining whether to grant consent to the Tenant's sublet or assignment request, the Landlord may consider any reasonable factor. Landlord and Tenant agree that any one of the following factors, or any other reasonable factor, will be reasonable grounds for deciding the Tenant's request:

- (a) financial strength of the proposed subtenant assignee must be in accordance with generally acceptable commercial standards;
- (b) business reputation of the proposed subtenant assignee must be in accordance with

generally acceptable commercial standards;

- (c) use of the premises by the proposed subtenant assignee must be identical to the use permitted by this lease;
- (d) rent of the proposed subtenant assignee must be at least equal to that of the existing tenant;
- (e) managerial and operational skills of the proposed subtenant assignee must be the same as those of the existing tenant;
- (f) use of the premises by the proposed subtenant assignee will not violate or create any potential violation of any laws;
- (g) use of the premises will not violate any other agreements affecting the premises, the Landlord or other Tenants.

1802. Not applicable.

1803. An assignment for the benefit of creditors or by operation of law shall not be effective to transfer any rights to assignee without the written consent of the Landlord first having been obtained.

1804. Anything in this Lease to the contrary notwithstanding, Landlord shall not be required to consent to any assignment thereof or the subletting of the whole or any part of the Demised Premises unless Tenant and the proposed subtenant or assignee, as the case may be, shall certify to Landlord that no payment, direct or indirect, in cash or in kind, nor any other consideration, has been made, or will be made to Tenant, its subsidiaries, affiliates, parent or other entity under common control nor any officer, director, stockholder, or individual connected with them, for all or any part of Tenant's leasehold interest, or of Tenant's fixtures and or leasehold improvements. Landlord shall not be required to consent to any sublease wherein the total rents to be paid by subtenant shall exceed the total rents paid or to be paid by Tenant under the Lease. The foregoing paragraph shall continue to be applicable to all successor assignees or subtenants.

1805. If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, 11 U.S.C., 101 et. seq. (the "Bankruptcy Code"), any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord, and shall not constitute property of Tenant, or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord.

Nothing in this section shall be deemed to constitute a waiver by the Landlord of other rights available to Landlord under the Bankruptcy Code, or other applicable law.

SECTION XIX. SUBORDINATION, ATTORNMENT AND OFFSET STATEMENT

1901. Within ten (10) days after Tenant receives a request therefore by Landlord, Tenant agrees to deliver, in recordable form, a certificate to any purchasers or proposed mortgagee of the building or any portion thereof, certifying (if such be the case) that the Tenant has accepted the Demised Premises, this Lease is in full force and effect, and there are no defenses or offsets thereto (or stating those asserted by Tenant), that no notice of assignment of Landlord's interest therein has been given, and the date to which rent has been paid.

1902. Landlord shall provide prompt notice to Tenant if Landlord or the Demised Premises is subject to any lien or if any proceeding is brought against Landlord that shall have an effect on Tenant's right to occupy the Demised Premises. Tenant shall have the right to immediately terminate this Lease agreement without further responsibility to Landlord for any monies whatsoever.

SECTION XX. FIXTURES, ALTERATIONS

2001. All fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall not make or cause be made any alterations, additions, or improvements or install or cause to be installed any trade fixtures, exterior signs, floor coverings, interior or exterior lighting, plumbing fixtures, shades or awnings, or make any changes to the store front without first obtaining Landlord's written approval and consent. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought.

2002. Any alterations, additions and improvements made by the Tenant, or made by the Landlord on the Tenant's behalf by agreement under this Lease, shall remain the property of the Tenant for the term of the Lease, or an extension or renewal thereof. Such alterations, decorations, additions, and improvements, shall not be removed from the premises without prior consent in writing from the Landlord. Upon expiration of this Lease, or any renewal term thereof, the Tenant shall remove (if requested by Landlord) all its fixtures and such alterations, decorations, additions, and improvements, and restore the Demised Premises as provided in Section XV hereof. If the Tenant fails to remove its fixtures and such alterations, decorations, additions and improvements, and restore the Demised Premises, then at Landlord's option, any such fixtures, alterations, decorations, additions and improvements shall either become Landlord's property or Landlord may remove and dispose of them and restore the Demised Premises, and in such event, Tenant shall pay the cost and expense thereof to Landlord as additional rent upon demand.

2003. Tenant shall promptly pay all contractors and materialmen, so as to minimize the possibility of a lien attaching to the Demised Premises, and should any such lien be made or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Landlord.

SECTION XXI. DESTRUCTION OF DEMISED PREMISES

2101. If the Demised Premises shall be damaged by fire or other casualty, by the negligent acts or omissions of the Tenant, normally covered by policies of fire and broad form extended coverage insurance, but are not thereby rendered untenable in whole or in part, Landlord shall, at its own expense, cause such damage to be repaired, and the rent and all other charges payable hereunder shall not be abated. If by reason of such occurrence, or by an act of God, the Demised Premises shall be rendered untenable only in part, Landlord shall, at its own expense, cause the damage to be repaired and the rent meanwhile shall be abated proportionately as to the portion of the Demised Premises rendered untenable. If the premises shall be rendered wholly untenable by reason of such occurrence, or by an act of God, the Landlord shall, at its own expense, cause such damage to be repaired, and the rent meanwhile shall be abated in whole; excepting, however, that either party shall have the right to be exercised by notice in writing to the other within thirty (30) days from and after said occurrence to cancel this Lease.

2102. If the Landlord is required to repair or reconstruct the Demised Premises pursuant to the provisions of this section, Landlord must ensure Tenant is placed in a reasonably similar position as when Tenant took possession of the Demised Premises.

2103. Tenant agrees to give notice to Landlord of any accident or damage, whether such damage is caused by insured or uninsured casualty, occurring in, on or about the Demised Premises, within seventy-two (72) hours after such occurrence.

2104. In the event that fifty percent (50%) or more of the Building shall be damaged or destroyed to such an extent that Landlord, in its sole discretion, elects to discontinue operation of the Building, then Landlord or Tenant may cancel this Lease by giving written notice of its election and this Lease shall terminate and shall become null and void ninety (90) days after such notice. Any rent paid shall be returned to the Tenant at a pro-rated amount.

SECTION XXII. EMINENT DOMAIN

2201. If the whole of the Demised Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose (a sale in lieu of condemnation to be deemed a taking for the purposes of this paragraph) then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding, and all rentals shall be paid up to that date, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease, except Rent monies paid in advance.

2202. Although all damages in the event of any condemnation are to belong to the Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Demised Premises, Tenant shall have the right to claim and recover from the condemning authority.

SECTION XXIII. TENANT DEFAULTS - CURING

2301. Applicable only to the express provisions set forth herein or by law.

SECTION XXIV. COVENANTS

2401. Affirmative Covenants.

(A) Tenant covenants and agrees that:

(i) Tenant shall not bring, keep, discharge or release or permit to be brought, kept, discharged or released, in or from the Demised Premises or the Building any Hazardous Materials except in compliance with all applicable federal, state and local laws, regulations or ordinances. As used in this Lease, "Hazardous Materials" shall mean any toxic or hazardous substance, material or waste or any other contaminant or pollutant which is or becomes regulated by any federal, state or local law, ordinance, rule or regulation, and shall include asbestos and petroleum products, and the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensations and Liability Act, as amended, 42 U.S.C. § 9601 et. seq. and the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. § 6901 et. seq. Any Hazardous Materials shall be used, kept, stored and disposed of in accordance with all applicable federal, state and local laws. Tenant shall comply with all federal, state and local reporting and disclosure requirements with respect to Hazardous Materials applicable in its business operations on the Demised Premises. Upon the written request of Landlord, Tenant shall provide periodic written reports of the type and quantities of any and all Hazardous Materials, waste and contaminants (whether or not believed by Tenant to be Hazardous Materials) used, stored or being disposed of by Tenant in or from the Demised Premises.

(ii) Tenant shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Materials that is requested by Landlord, provided that, if such information, use or generation of Hazardous Materials is a trade secret or confidential business information, Landlord shall be willing to enter into a confidentiality agreement in form, substance and detail reasonably acceptable to Landlord. If Tenant fails to fulfill any duty imposed under this paragraph within a reasonable time, Landlord may do so; and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Laws to the Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's request.

(B) Anything in this Lease to the contrary notwithstanding, Tenant will indemnify, defend and hold Landlord, Landlord's lender, the manager of Premises and their respective constituent members, employees and agents harmless from and against any and all liabilities, claims, damages, penalties, expenditures, loss, demands, defenses, judgements, suits, actions, proceedings, or charges, including but not limited to, all reasonable costs of legal and expert fees and disbursements and of investigations, monitoring, legal representations, remedial response,

removal, restoration or permit acquisitions, which may be required, undertaken, offered, paid, awarded or otherwise incurred as a result of any contamination by Hazardous Materials existing on, in or under the Demised Premises arising from the acts or omissions of the Tenant or any of its employees, agents, licensees or invitees or any independent third party's activities on the Demised Premises during the Lease Term.

(C) Anything in this Lease to the contrary notwithstanding, Landlord will indemnify, defend and hold Tenant harmless from and against any and all liabilities, claims, damages, penalties, expenditures, losses or charges including, but not limited to, all costs of investigations, monitoring, legal representations, remedial response, removal, restoration or permit acquisition, which may be required, undertaken, offered, paid, awarded or otherwise incurred as a result of any contamination by Hazardous Materials existing on, in or under the Demised Premises arising prior to the commencement of this Lease from whatever source or arising from the acts or omissions of the Landlord or any of its agents, employees, licensees or invitees on or in the Demised Premises.

(D) The obligations and liabilities under this Section XXIV shall survive the expiration or termination of this Lease.

SECTION XXV. DEFAULT OF THE TENANT

2501. The following events shall be deemed to be an event of default by Tenant and a breach under this Lease:

(a) If Tenant shall fail to pay rent, or any charges herein reserved as additional rent after the same shall become due and payable under the terms and conditions of this Lease, and said failure shall continue for a period of thirty (30) days, or if such payments are not made on time for a total of four (4) months in any twelve (12) month period;

(b) If Tenant shall fail to comply with any term, provision, or covenant of this Lease, other than the payment of rent, and shall not cure such failure within a reasonable amount of time after written notice thereof to Tenant;

(c) If Tenant shall desert or vacate any substantial portion of the Demised Premises;

(d) If Tenant shall do or permit to be done anything which creates a lien upon the Demised Premises.

(e) If Tenant shall remove or attempt to remove any goods or chattels, which belong to Landlord and are designed to remain inside the Demised Premises.

2502. If an event of default shall occur, then, and in addition to any other rights or remedies Landlord may have, Landlord may exercise such remedies as provided to Landlord in the New York State Real Property Law or the New York State 2019 Tenant Protection Act.

In accordance with New York State Law, if Tenant does pay delinquent rent before a hearing for eviction, Landlord must accept the payment and withdraw petition for eviction.

2503. If an event of default, as defined in Sub Paragraph 2501 shall occur, or if this Lease shall be terminated:

(a) Landlord may have every available legal remedy available to reoccupy the Demised Premises;

(b) Landlord must in good faith, according to the Landlord's resources and abilities, take reasonable and customary steps to rent the Demised Premises. Landlord must mitigate damages when or if repairs and alterations need to be made to ensure the Demised Premises is tenantable.

2504. If this Lease shall be terminated as provided in this Section, or by summary proceedings or otherwise, and whether or not the premises shall be relet, the Landlord shall be entitled to recover from the Tenant, and the Tenant shall pay to the Landlord the following:

(a) (i) An amount equal to all expenses, including reasonable counsel fees incurred by the Landlord in recovering possession of the Demised Premises; (ii) all reasonable costs and charges for the care of the Demised Premises while vacant; and (iii) an amount equal to all expenses incurred by the Landlord in connection with the reletting of the demised Premises or any part thereof, including broker's commission, advertising expenses, and the cost of repairing, renovating or remodeling the Demised Premises, which amounts set forth in this subdivision (a) shall be due and payable by the Tenant to the Landlord at such times as the expenses, costs, and charges shall have incurred; and

(b) An amount of rent that is considered delinquent and that is not paid to Landlord by Tenant prior to Landlord reletting the Demised Premises.

2505. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy at law, or in equity, as if re-entry, summary proceedings, and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity.

2506. Notwithstanding any other provision of this Lease, if Tenant shall default in the payment of any rent and or any other payments required of Tenant, or any part thereof, and if such default shall continue for thirty (30) days after the payment thereof shall be due, then without any previous notice or demand, and without terminating the Lease, Landlord may institute any action, suit, or proceeding provided for by law (notwithstanding the fact that such is not otherwise provided for herein), against the Tenant from time to time to recover any of the aforesaid sums which at the commencement of any such action, suit or proceeding shall then or theretofore have become due and payable to the Landlord under any provision hereof, without waiting until the end of the original term of this Lease.

2507. The exercise of one or more of the remedies herein provided shall not preclude the Landlord or Tenant from exercising any other remedy herein provided or provided by law.

2508. Tenant agrees that in the event its default in the performance of any of the terms, conditions, or covenants of this Lease requires the Landlord, in the exercise of its sole discretion, to use the services of an attorney, whether or not an employee of Landlord, to attempt to, or successfully remedy such default, that Tenant will reimburse Landlord for reasonable attorney's fees upon a finding by a Court that reasonable attorney's fees are owed by Tenant.

2509. Landlord agrees that in the event its default in the performance of any of the terms, conditions, or covenants of this Lease requires the Tenant, in the exercise of its sole discretion, to use the services of an attorney, whether or not an employee of Tenant, to attempt to, or successfully remedy such default, that Landlord will reimburse Tenant for any and all reasonable expenses incurred in its use of such attorney and in any action which said attorney may take. Such expenses shall include, but are not limited to: legal fees, court costs, cost of filing and serving summons and or complaints, etc.

SECTION XXVI. SECURITY DEPOSIT

2601. Not applicable.

SECTION XXVII. ACCESS BY LANDLORD

2701. Landlord or Landlord's agents shall have the right to enter the Demised Premises upon one (1) day written notification to examine the same and to show them to prospective purchasers or lessees of the Building, and to make such repairs, alterations, improvements, and additions to the Demised Premises or the Building of which the Demised Premises are a part, or adjoining same as Landlord may deem necessary or desirable. Due to the confidential nature of Tenant's obligations as a Public Defender's Office, Landlord must take all precautionary measures when entering the Demised Premises to protect the confidential nature of Tenant's documents, conversations, and work. If Tenant shall not be personally present to open and permit an entry into said Demised Premises at any time when in the event of an emergency an entry therein shall be necessary, Landlord or Landlord's agents may forcibly enter the same, without rendering Landlord or such agents liable therefor and without, in any manner, affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, maintenance, or repair of the Building or any part thereof, except as otherwise herein specifically provided.

2702. (A) Landlord shall, upon advance one day written notice to Tenant (except in an emergency), have the right (i) at all reasonable times during Tenant's business hours to inspect the Leased Premises and to show the same to prospective mortgagees and purchasers; (ii) during the last six (6) months of the term, to show the same to prospective tenants; and (iii) at all times to make repairs or replacements as required by this Lease or as may be necessary; provided,

however, that Landlord shall use all reasonable efforts not to disturb Tenant's use and occupancy of the Leased Premises, which specifically includes the confidential obligations Tenant has to its clients.

(B) Landlord shall have the right to enter the Leased Premises after Tenant's business hours to perform cleaning and janitorial services and at all times to enter in emergencies.

(C) Tenant may designate one or more areas in the Leased Premises as secure areas, and Landlord shall have no right of access thereto without being accompanied by Tenant's designated representative except in the case of emergencies.

SECTION XXVIII. TENANT'S PROPERTY

2801. Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned by the Tenant, or placed in, upon or about the Demised Premises by the Tenant.

2802. Neither Landlord, nor Landlord's agents, shall be liable for any damage to the property of Tenant, or of others located on the Demised Premises, nor for the loss of, or damage to, any property of Tenant or of others by theft or otherwise, unless such damage is caused by the negligent or intentional acts or omissions of Landlord or Landlord's agents. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, collapse, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the Demised Premises or the public, or caused by operations in construction of any private, public, or quasi-public work, unless such damage is caused by the negligent or intentional acts or omissions of Landlord or Landlord's agents. Landlord shall not be liable for any unknown latent defect in the Demised Premises, or in the building of which they form a part. All property of Tenant kept or stored on the Demised Premises shall be so kept or stored at the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers, unless such damage shall be caused by the willful act or neglect of Landlord occurring after the commencement of the term hereof. Except as specifically provided herein to the contrary, this section and the waiver herein contained shall pertain to matters subsisting before as well as after the execution of this Lease and the commencement of the term hereof.

SECTION XXIX. SUCCESSORS

2901. All rights of liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in Section XVIII hereof.

2902. Landlord must provide prompt notice to Tenant upon accepting an offer to sell the Demised Property. Such sale contract must include and ensure Tenant's right to occupy the Demised Premises during this Lease Term.

SECTION XXX. MISCELLANEOUS PROVISIONS

3001. (a) The waiver by Landlord or Tenant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of landlord's knowledge of such preceding breach at the time of acceptance of such rent.

3002. No payment by Tenant or receipt by Landlord or Landlord's agent, of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord or Landlord's agent may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

3003. In any event, should Landlord require the service of any attorney(s) in connection with this agreement, then Landlord shall be entitled to recover from Tenant reasonable attorney's fees only in the event that a court of appropriate jurisdiction grants such fees.

3004. This Lease and the Exhibits and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Demised Premises and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

3005. (a) Any notice by Tenant to Landlord must be served by Certified or Registered Mail, postage prepaid, addressed to Landlord at the address first hereinabove given or at such other address as Landlord may designate by written notice.

(b) Any notice by Landlord to Tenant must be served by Certified or Registered Mail, postage prepaid, addressed to Tenant at the Demised Premises or at such other address as tenant shall designate by written notice.

3006. The captions, section numbers, sub paragraph numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the

scope of intent of such sections or sub paragraphs of this Lease nor in any way affect this Lease.

3007. The term "Tenant" shall be deemed and taken to mean the County of Warren, New York, on behalf of the Warren County Public Defender's Office.

3008. The term "Landlord" as used in this Lease shall refer only to the owner for the time being of Landlord's estate in the Demised Premises or the building of which it is a part. Landlord shall be and is hereby relieved of all covenants and obligations of Landlord hereunder after the date of transfer of Landlord's estate in the Demised Premises, or the building of which it is a part, and it shall be construed without further agreement between the parties that the transferee has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder during such time as said transferee shall own or hold Landlord's estate or interest in the Demised Premises or the building of which it is a part. The provisions of this Sub Paragraph 3008 shall apply to each successive transfer of Landlord's interest or estate, the liability of the Landlord under this Lease shall be, and is hereby limited to Landlord's interest in the Demised Premises and the building of which it is a part, and no other asset of Landlord shall be affected by reason of any liability which Landlord may have to Tenant, or to any other person by reason of this Lease, the execution thereof, or the acquisition of Landlord's interest.

3009. The submission of this Lease for examination does not constitute a reservation of or option for the Demised Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

3010. (a) The parties agree that neither party will record the Lease. In the event that either party wishes to establish the lease of record the parties agree to execute a memorandum of lease in form suitable for recording and to execute any additional forms or returns necessary to record the memorandum. The party wishing to record the memorandum shall pay all fees necessary to record memorandum.

(b) However, this leased is understood to constitute a public document subject to any and all disclosure laws, including but not limited to the Freedom of Information Law.

3011. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the covenants and conditions of this Lease in strict accordance with the terms hereof, notwithstanding and conduct or custom on the part of the Landlord in refraining from so doing at any time or times. The failure of Landlord at any time or times to enforce its right under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease, or as having in any way or manner modified the same.

3012. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulation, riots, insurrection, war or other reasons or a like nature, not the fault of the party delayed in performing work or doing acts required under the terms of the Lease, then performance of such act shall be

excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this subparagraph shall excuse Tenant from the payment of rent, or any other payments required by the terms of this Lease. Under no circumstance shall the Tenant be responsible for any sort of payment if Tenant cannot fully occupy the Demised Premises by reasons of this aforementioned.

3013. Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and each of the parties agrees to indemnify the other against, and hold the other harmless from any such claim (including, without limitation, the cost of counsel fees in connection therewith).

3014. If any term covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

3015. Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on the Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Demised Premises.

3016. This Lease Agreement is to be governed by the laws of the State of New York. If any conflict arises between the parties in relation to this Lease Agreement, it is agreed that any proceeding brought shall be in the appropriate State court located in the County of Warren or in the Federal District Court in the Northern District of New York.

3017. The Tenant will protect all carpets with carpet pads beneath rolling chairs or desks.

3018. Landlord Assignment. Landlord shall not have the right to assign its interest in this Lease unless upon signed written consent from the Chairman of the Warren County Board of Supervisors. The word "Landlord" used herein, means only the owner for the time being of Landlord's interest in this Lease, and in the event of any transfer of Landlord's Interest in this Lease the transferor shall cease to be liable, and shall be released from all liability for the performance or observance of any agreements or conditions on the part of Landlord to be performed or observed provided that from and after said transfer, the transferee shall assume and be liable for the performance and observance of said agreements and conditions. In addition, the words "Landlord" and "Tenant" as used in this Lease shall mean every person or party named as Landlord and/or Tenant in this Lease. Any notice given as provided in the Lease shall bind all such parties and it shall have the same force as if given to all of them.

3019. Partial Invalidity. If any covenant, condition or provision of this Lease, or the application thereof to any Person or circumstance, shall be held to be invalid or unenforceable, then in each such event the remainder of this Lease or the application of such covenant, condition or provision

to any other Person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by the Laws.

3020. Upon request to extend this lease, Tenant agrees to provide a Warren County Board of Supervisors Resolution authorizing the extension of this lease, along with a certification that funds have been appropriated for the lease.

3021. Tenant shall not make any alterations, installations, changes, replacements, additions or improvements (structural or otherwise) in or to the Leased Premises or any part thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. It shall be deemed reasonable for the Landlord to withhold its consent if Landlord's lender withholds its consent to any such alteration, installation, change, replacement, addition or improvement. Maintenance and repair of equipment such as special lights, fixtures, kitchen fixtures, auxiliary heating, ventilation, or air-conditioning equipment, private bathroom fixtures and any other type of special equipment together with related plumbing or electrical services, or Tenant's rugs, carpeting and drapes within the Premises, installed by Tenant or such other maintenance or repair caused directly or indirectly by the acts or omissions of Tenant and its agents, patients, employees, licensees or invitees, shall be the sole responsibility of Tenant, and Landlord shall have no obligation in connection therewith.

3022. If Tenant desires to make alterations, improvements, replacements or other changes, Tenant shall make a request for Landlord's approval by submitting to Landlord a list of proposed contractors and plans and specifications for the work to be performed. In making, or causing to be made, any alterations, addition or improvement, Tenant shall comply with all applicable laws, regulations, ordinances and orders and shall at the sole cost and expense of Tenant, procure all requisite governmental approvals, authorizations and permits. All alterations, additions and improvements made or caused to be made by Tenant shall be in a good and workmanlike manner. Such alteration, addition, or improvement shall become the absolute property of Landlord at the expiration or sooner termination of this Lease without the payment of any consideration thereof, unless removed by Tenant (and any damage to the Building is repaired by Tenant contemporaneous with said removal) prior to the expiration or sooner termination of this Lease.

3023. Tenant shall maintain or cause to be maintained adequate workers' compensation insurance covering all persons employed in connection with the work, and comprehensive general public liability insurance for the manual benefit of Landlord and Tenant in an amount not less than \$2,000,000 per occurrence.

3024. Tenant shall not permit any mechanic's lien or other similar lien to be filed against the Premises or the Building or against Landlord's interest in the same by reason of any work, labor, services or materials supplied for any alteration or improvement or other work performed by or on behalf of Tenant. If any such lien shall at any time against the Premises, Tenant shall, within thirty (30) days after written notice from Landlord, cause such lien to be discharged of record, by payment, deposit, bond, or court order. If Tenant fails to discharge such lien within such thirty

(30) day period, then, in addition to (and not in lieu of) any other right or remedy of Landlord, upon at least ten (10) days' notice to Tenant, Landlord may, but shall not be obligated to, discharge such lien by posting a mechanic's lien bond. In such event, Landlord shall not be obligated to, discharge such lien by posting a mechanic's lien bond. In such event, Landlord may, but shall not be obligated to, discharge such lien by posting a mechanic's lien bond. In such event, Landlord shall be entitled to be reimbursed by Tenant for any payment of the bond premium and costs and expenses, (including without limitation, legal fees and disbursements) together with interest thereon at a rate per annum equal to the prime rate established by Manufacturers and Traders Trust Company plus three (3%) percent, computed as to each item from the date of payment by Landlord. All such sums shall be deemed to be additional rent and due contemporaneously with the payment of the next succeeding installment of Annual Base Rent. At the request of Landlord from time to time, Tenant shall deliver to Landlord written waivers of lien by the architect, engineer, contractor, materialman, laborer and any other person supplying materials or labor in connection with the improvement, addition or alteration whereby such person waives any lien upon or against the Premises, the Building and the interest of the Landlord therein.

3025. Notwithstanding the provisions hereof, in the event that repairs required to be made by Tenant become immediately necessary to avoid possible injury or damage to persons or property, Landlord may, but shall not be obligated to, make repairs to Tenant equipment at Tenant's expense. Landlord is solely responsible for any necessary repairs that is not a result of the negligent or intentional acts of Tenant.

3026. Tenant's occupancy of the Demised Premises will not exceed 1 person per 100 square feet of usable space without the prior written approval of Landlord.

3027. Parking. Tenant shall have exclusive rights to the equivalency of staff members located in Suite 901. Parking is not reserved and is provided at a first come, first serve basis. Tenant agrees to abide by the rules of the facility in regards to parking, which may be revised as the Landlord deems necessary. Landlord agrees to not provide or install signage to the exclusive parking spot.

3028. Independent Contractor. In any event whatsoever, the relationship of the parties arising out of this Agreement shall be that of an independent contractor. Both parties covenant and agree that they will conduct themselves in a manner consistent with such status. All personnel of either party shall be within the employ of such party only, which along shall be responsible for their work, direction and compensation.

3029. Confidential Information. Landlord agrees not to disclose any data, facts, or information concerning the services provided by Tenant to their clients, except as authorized by the Tenant or as may be required by law. Confidential information shall mean all information pertaining to the representation of Tenant's clients or any information that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.

This Lease consists of Pages 1 through 25 inclusive of the following:

Addendum "1" Location of Office (“Demised Premises”); Proof of Required Insurance; and Warren County Board of Supervisors Resolution ___ of 2025.

IN WITNESS WHEREOF, this lease has been executed by the duly authorized officers of the respective parties.

Approved as to Form:

County of Warren

By: _____
County Attorney

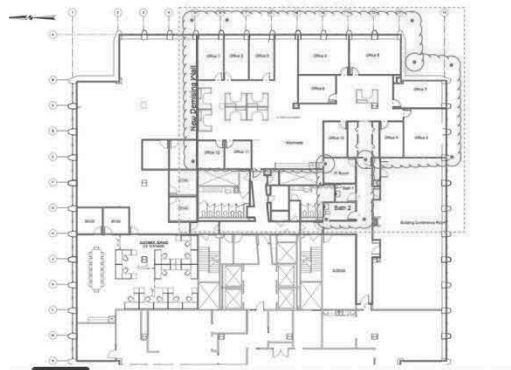
By: _____
Kevin B. Geraghty, Chairman
Warren County Board of Supervisors

333 Glen Street Associates, LLC

By: _____
Kevin Lynn, Asset Manager

Date: _____

Addendum 1





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/07/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ulster Insurance Services, Inc. 180 Schwenk Drive Kingston, NY 12401	CONTACT NAME:	K.Exn: 845-338-6000 3914		FAX (A/C No):	845-331-0006
	E-MAIL: sprosser@ulstersavings.com				
INSURER(S) AFFORDING COVERAGE				NAIC#	
INSURER A : Travelers Property Casualty Company of America					
INSURED 333 Glen Street Associates LLC 333 Glen Street, Suite 102 Glens Falls, NY 12801	INSURER B :				
	INSURER C :				
	INSURER D :				
	INSURER E :				
	INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		630-0W073383	11/02/2025	11/02/2026	EACH OCCURRENCE	\$ 1,000,000					
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000					
							MED EXP (Any one person)	\$ 5,000					
							PERSONAL & ADV INJURY	\$ 1,000,000					
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG												
OTHER:							PRODUCTS - COMP/OP AGG	\$ 2,000,000					
							EMPLOYEE BENEFIT	\$ 2,000,000					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			630-0W073383	11/02/2025	11/02/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000					
							BODILY INJURY (Per person)	\$					
							BODILY INJURY (Per accident)	\$					
							PROPERTY DAMAGE (Per accident)	\$					
								\$					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	Y		CUP-OW100586	11/02/2025	11/02/2026	EACH OCCURRENCE	\$ 9,000,000					
							AGGREGATE	\$ 9,000,000					
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000												
								\$					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A					PER STATUTE OTHER						
							E.L. EACH ACCIDENT	\$					
							E.L. DISEASE - EA EMPLOYEE	\$					
							E.L. DISEASE - POLICY LIMIT	\$					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

The People of the State of NYS Office of General Service
Real Estate Services
ESP Corning Tower - 40th Fl
Albany, NY 12242

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

11/07/2022

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS Ulster Insurance Services Inc 180 Schwenk Drive Kingston, NY 12401	S.E.B: 845-338-6000 3914	COMPANY NAME AND ADDRESS	NAIC NO:
FAX No): 845-338-0006	E-MAIL ADDRESS: sprosser@ulstersavings.com	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:	SUB CODE:	POLICY TYPE Commercial Package	
AGENCY CUSTOMER ID#:		LOAN NUMBER	POLICY NUMBER 630-0W073383
NAMED INSURED AND ADDRESS 333 Glen Street Associates, LLC 333 Glen Street, Suite 102 Glen Falls, NY 12801		EFFECTIVE DATE 11/02/2025	EXPIRATION DATE 11/02/2026
ADDITIONAL NAMED INSURED(S)		CONTINUED UNTIL TERMINATED IF CHECKED	
		THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION 1 DESCRIPTION Loc# 1, Bldg #1,333 Glen St Glens Falls, NY 12801 See attached Acord 101
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED |

BASIC | | BROAD | X | SPECIAL | |

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$53,761,427				DED: 10,000
	YES	NO	N/A	
<input type="checkbox"/> BUSINESS INCOME E RENTAL VALUE	X			If YES, LIMIT: 2,541,000 Actual Loss Sustained; # of months:
BLANKET COVERAGE		X		If YES, Indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE	X			Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?		X		
IS DOMESTIC TERRORISM EXCLUDED?		X		
LIMITED FUNGUS COVERAGE		X		If YES, LIMIT: DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	X			25,000
REPLACEMENT COST	X			
AGREED VALUE		X		
COINSURANCE	X			IF YES, 80 %
EQUIPMENT BREAKDOWN (If Applicable)	X			IF YES, LIMIT: DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	X			IF YES, LIMIT: 250,000 DED:
- Demolition Costs	X			IF YES, LIMIT: 2,000,000 DED:
- Incr. Cost of Construction	X			IF YES, LIMIT: DED:
EARTH MOVEMENT (If Applicable)	X			IF YES, LIMIT: 1,000,000 DED: 50,000
FLOOD (If Applicable)		X		IF YES, LIMIT: 1,000,000 DED: 50,000
WIND / HAIL INCL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Subject to Different Provisions:		X		IF YES, LIMIT: DED:
NAMED STORM INCL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Subject to Different Provisions:		X		IF YES, LIMIT: DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS				

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

CONTRACT OF SALE	LENDER'S LOSS PAYABLE _____ LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
MORTGAGEE		
NAME AND ADDRESS The People of the State of NYS Office of General Service Real Estate Services ESP Coming Tower - 40th Fl Albany, NY 12242		AUTHORIZED REPRESENTATIVE <i>Steve Gadeletto</i>

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ACORD¹

ADDITIONAL REMARKS SCHEDULE

Page i of 1

AGENCY Dister Insurance Services, Inc		NAMED INSURED 333 Glen Street Associates LLC	
POLICY NUMBER 630-0W073383		333 Glen Street, Suite 102 Glens Falls, NY 12801	
CARRIER Travelers Property Casualty Company of America	NAIC CODE	EFFECTIVE DATE: 11/02/2025	
ADDITIONAL REMARKS			

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: Acord 28 FORM TITLE: Evidence of Commercial Property Insurance

Property Information:

Loc#1, Bldg#2, 333 Glen Street, Glens Falls, NY 12801

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME:

DATE:

- (a) Purpose of Contract Change:

- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract:

- (c) Name of Contractor:

- (d) Address of Contractor:

- (e) Contractor's Contact Person and Telephone Number:

- (f) Commencement Date of Extension:

- (g) Termination Date of Extension:

- (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

West Order Form – Bridge Addendum

2900 Ames Crossing Rd, Suite 100
Eagan, MN 55121
Tel: 651/687-8000



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”.

1. Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. The Bridge Monthly Charges will continue for the following ____ complete calendar months (“Bridge Period”). At the end of the Bridge Period, your rates and the Minimum Term will be as described in the Order Form.

2. All other terms and conditions of the Order Form remain unchanged. In the event there is a conflict between the terms and conditions of the Order Form and the terms of this Addendum, the terms of this Addendum control.

Full Svc #	Product(s)	Quantity *	Monthly Rate/ Banded/Base Rate	Concurrent User Rate	Other	Bridge Monthly Charges

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Terminals, Concurrent Patron Access Users, Active Legal Holds and Quantity of Additional Storage.

Customer

I warrant that I am authorized to accept the terms of this Addendum on behalf of Customer

By: _____

Name (please print): _____

Title: _____

Date: _____

Customer’s Address: _____

Government Accounts Only**Non Availability of Funds Addendum to Order Form for Online, CD-ROM, Practice Solutions and Software Orders****Subscriber:** _____**Account #:** _____**Date of Order Form:** _____

Non-Availability of Funds. You may cancel with 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document (e.g., executive order, an officially printed budget, or other official communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed Order Form.

West, a Thomson Reuters business

Accepted By _____

Title _____

Date _____

Subscriber

Signed _____

Name (please print) _____

Title _____

Date _____

Monthly Pricing Attachment to Order Form



Monthly Pricing for New/Service Products

Material #	Product/Service Name	Year 1		Year 2		Year 3		Year 4		Year 5	
		Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase

Monthly Pricing for Renewal/Service Products

Material #	Product/Service Name	Year 1		Year 2		Year 3		Year 4		Year 5	
		Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase

<u>Check West account status below as applicable:</u>				Rep Name & Number _____	
New _____					
Existing with no changes _____ Existing with changes _____ (Permanent name change must attach a Customer Name Change Form)					
Acct # _____	Quote # _____	PO # _____	Date _____		
Name/Customer _____			Bill To Acct # _____		
Order Confirmation Contact Name _____					
E-Mail _____					
Password Contact Name (for password delivery) _____					
E-Mail _____					
Time and Billing Contact Name _____					
E-Mail _____					
MSA Jurisdiction _____		Contract # _____	Option # _____		
Permanent Address Change _____		One-Time Ship To _____	Additional Ship To _____	Additional Bill To _____	
Name _____		Attn: _____			
Address _____				Suite/Floor _____	
City _____		State _____	County _____	Zip _____	

** * R E Q U I R E D * * *

 I F N E E D E D

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 (available here: <http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions. This Order Form is subject to our approval.

ProFlex Products						
Full Svc #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Quantity *	Monthly Banded Rate	Other	Total Monthly Charges	Minimum Term (Months)
40757482	ProFlex					
Notes:						

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Conc. Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges (initial Term) \$ _____

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 Pricing Attachment (#1113) to the Order Form. You are also responsible for all Excluded Charges as defined below.

If you previously subscribed under a Special Offer Amendment/Exhibit the effective date of this Order Form is the first day of the month following the date we process your order.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Submit your notice of cancellation to: <https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html> or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order. For concurrent Patron Access customers at multiple locations, the concurrent access will be limited by the quantity of Patron Access users by location, as identified on the ProFlex Addendum/Attachment.

	Banded Products 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 your charges as applicable.

Internal Corporate Use Only	BND
------------------------------------	------------

<p>Technical Contact for Westlaw Patron Access</p> <p>Technical Contact Name (please print): _____</p> <p>Telephone: _____</p> <p>E-Mail Address: _____</p> <p>Current Account #: _____</p> <p>Patron Access: IP Address: _____ <small>One IP Address per terminal. Additional pages may be attached if needed.</small></p> <p>IP Address Range _____</p> <p>* Orders submitted without IP Address information may delay set up and access</p> <p>For Internal Office Use Only</p> <p>OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59</p>
--

	ProFlex Renewals	
--	-------------------------	--

Sub Matl #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)

Monthly Charges for the Initial Renewal Year are set forth above, and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (Form #1113) to the Order Form.

Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Online/CD-ROM Products to be Lapsed		
Full Svc #	Online/CD-ROM Products	Account #/Location

Westlaw Roaming

If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

_____ **Initial to block roaming access**

Miscellaneous

1. **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.

2. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://legalsolutions.com/schedule-a-concourse-case-notebook-hosted>. Excluded Charges may change after at least 30 days written or online notice.

3. **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.

4. **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.

5. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. 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.

6. **Cancellation Notice.** Submit your notice of cancellation to: <https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html> or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.

7. **Transportation Charges.** Print and CD-ROM Products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at our then current carrier rate.

Product Specific Terms

8. **Additional Terms for Services with Generative AI Skills:** The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: <http://tr.com/genai-terms>.

9. **CoCounsel Core and CoCounsel Drafting Product Specific Terms:** The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: <http://tr.com/cocounselcore-and-drafting-product-specific-terms>.

10. **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 legalsolutions.com/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
- CD-ROM
- 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

11. **Drafting Tools Product Specific Terms.** The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <http://tr.com/drafting-tools-product-specific-terms>.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Customer.

Printed Name _____

Title _____

Date _____

Signature X _____

Locations

Account #	Name	Address	City, State Zip	Allocation
***	WARREN COUNTY MUNICIPAL CENTER	1340 STATE ROUTE 9	LAKE GEORGE, NY 12845	0.0000
1000284083	WARREN COUNTY DISTRICT ATTORNEY WARREN COUNTY MUNICIPAL CENTER	1340 STATE ROUTE 9	LAKE GEORGE, NEW YORK 12845	40.0000
1003335607	WARREN COUNTY PUBLIC DEFENDER	1340 STATE ROUTE 9	LAKE GEORGE, NEW YORK 12845	60.0000

*** denotes primary location

West PROFLEX Products and Components

Service Number	Product Name	Quantity	User Type
43412997	CoCounsel 400 V2, Enterprise Access, Government	25	Attorney
41933475	Westlaw Litigation Collection, Enterprise access,	25	Attorney
42077755	Gvt - Analytical Plus for Government	25	Attorney

Total Monthly Charge: \$474.22

Lapsed Online/CD by Location

Account #	Service Number	Product Name
1003335607	40757482	WL WEST PROFLEX BANDED
1000284083	40757482	WL WEST PROFLEX BANDED

Billing Method

Decentralized Billing by Customer Defined Allocation

Each participating account location with the subscriber firm/organization will receive a monthly invoice and usage report. Each location identified per the West PROFLEX Addendum will be invoiced based on a percentage allocation of the monthly rate assigned per the allocation indicated below.

**Group 20070 – Award 23260
Books, Serials, Databases, and Library Resource Management Products
(Statewide)**

West Publishing Corporation, dba West, a Thomson Reuters business

Contract No. PC69955

**Federal ID No. 41-1426973
NYS Vendor ID No. 1000004857**

Lots Offered:

Lot 1	Lot 2	Lot 3	Lot 4
Printed Publications and Non-Print Library Materials	Electronic Publications	Databases	Library Resource Management and Research Support Products
X	X	X	

Contact Information

CONTRACT ADMINISTRATOR	ORDERS
Jane Pope, Contracts Counsel Phone: 763-326-4109 Email: jane.pope@thomsonreuters.com	USL State Support Toll-Free Phone: 800-325-5325 Email: statesupport@thomsonreuters.com

CONTRACT PRICING

West Publishing Corporation, dba West, a Thomson Reuters business – Contract Pricing- See Pricing Information

Volume Discount per Transaction –	N/A
--	------------

Payment/Ordering Information

		Minimum Purchase	Additional Discount Information
Does Contractor accept the NYS Procurement Card for orders up to and including \$50,000?	Yes	Minimum:N/A Maximum:N/A	N/A
Does Contractor offer Prompt Payment Discounts?	No	N/A	N/A
Does Contractor accept minimum orders of less than \$100 for Lot 1 sales?	Yes	\$0.01	N/A



Contractor Information Summary

Updated: January 10, 2025

Group 20070 – BOOKS, SERIALS, DATABASES, AND LIBRARY RESOURCE MANAGEMENT PRODUCTS (STATEWIDE)

Award Number: 23260 Contract Period March 22, 2023 – August 31, 2027

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION						CONTRACT SPECIFICS		
		Lot 1	Lot 2	Lot 3	Lot 4	Federal ID NYS Vendor ID		Contract Start Date	
PC69951 SB	Tel/Logic Inc. dba Textbook Central 400 Post Ave. Ste. 410 Westbury, NY 11590-2291	X					Federal ID: 11-2907068 NYS Vendor ID: 1000011968	March 22, 2023	Contact Information Pricing Information
PC69952	Textbook Warehouse, LLC 936 Curie Dr. Alpharetta, GA 30005	X	X				Federal ID: 20-2080039 NYS Vendor ID: 1100024287	March 22, 2023	Contact Information Pricing Information
PC69953	The Penworthy Company LLC 219 N. Milwaukee St. #400 Milwaukee, WI 53202	X					Federal ID: 81-2043142 NYS Vendor ID: 1100210559	March 22, 2023	Contact Information Pricing Information
PC69954	The Rosen Publishing Group Inc. 29 E. 21st St. New York, NY 10010	X	X	X			Federal ID: 13-3129750 NYS Vendor ID: 1100001011	March 22, 2023	Contact Information Pricing Information
PC69955	West Publishing Corporation, dba West, a Thomson Reuters business 610 Opperman Dr. Eagan, MN 55123	X	X	X			Federal ID: 41-1426973 NYS Vendor ID: 1000004857	March 22, 2023	Contact Information Pricing Information
PC69956 SB WB	Whole Phonics Inc. 510 E. 85th St. Apt. 9E New York, NY 10028	X					Federal ID: 85-1701635 NYS Vendor ID: 1100273430	March 22, 2023	Contact Information Pricing Information
PC69957 SB	William S. Hein & Co., Inc. 2350 N. Forest Rd. Getzville, NY 14068			X			Federal ID: 16-0878492 NYS Vendor ID: 1000007570	March 22, 2023	Contact Information Pricing Information



Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	: Group 20070 - Books, Serials, Databases, and Library Resource Management Products Classification Code(s): 55 & 83
Award Number	: 23260 (Replaces Awards 22868 & 23044)
Contract Period	: March 22, 2023 to August 31, 2027
Bid Opening Date	: May 31, 2022
Date of Issue	: March 22, 2023 (Revised January 10, 2025)
Specification Reference	: As Incorporated Herein
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Katie Jezik Title : Contract Management Specialist Phone : 518-473-1069 E-mail : Ogs.sm.ps.Library@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

NOTICE: THIS CONTRACT AWARD NOTIFICATION CONTAINS A SUBSET OF INFORMATION FROM THE SOLICITATION. CONTRACTS RESULTING FROM SOLICITATION 23260 HAVE BEEN EXECUTED BY CONTRACT AWARD LETTER. THE CONTRACT AWARD LETTER SETS FORTH THE ORDER OF PRECEDENCE FOR THE TERMS AND CONDITIONS OF THE EXECUTED CONTRACTS. COMPLETE CONTRACT DETAILS INCLUDING TERMS AND CONDITIONS CAN BE FOUND IN THE SOLICITATION DOCUMENT DATED REVISED MAY 13, 2022.

This contract provides Authorized Users with a means of acquiring Books, Serials, Databases, and Library Resource Management Products and Services.

Lot 1 – Printed Publications and Non-Print Library Materials, including books, non-serial publications, print periodicals, non-print library materials, and related optional Products and services.

Lot 2 – Electronic Publications, including electronic periodicals, eBooks, streaming audio and video content, datasets, and related optional Products and services.

Lot 3 – Databases, including databases, subscription online resources, and related optional Products and services.

Lot 4 – Library Resource Management and Research Support Products, including holdings management products, electronic resource management systems, resource sharing or document delivery request systems, products designed to support the research and data needs of libraries, and related optional Products and services.

This Award has 0% MBE, 0% WBE, and 0% SDVOB goal requirements.

PR #23260

<u>CONTRACT #</u>	<u>CONTRACTOR</u>	<u>FED.IDENT.#</u>	<u>NYS VENDOR ID#</u>
PC69884	A to Z Books, LLC	81-5246779	1100235500
PC69885	ABDO Publishing	41-1699406	1000044840
PC69887	ALM Global, LLC	13-3273851	1000038916
PC69888	American Reading Company, Inc.	23-2965253	1000034881
PC69889	Baker & Taylor, LLC	87-3321348	1100286972
PC69890	Barnes & Noble Booksellers Inc.	13-4030389	1000046258
PC69891	Baum & Beaulieu Associates, Inc. dba BaumBooks	20-3856165	1000044342
PC69892	Bedford, Freeman & Worth Publishing Group, LLC	13-4047598	1100277980
PC69893	Bellwether Media Inc. dba Bellwether Media	54-2181319	1100272624
PC70054	Benchmark Education Company LLC	13-3996703	1100025074
PC69894	Bound to Stay Bound Books, Inc.	37-0439010	1000044797
PC69895	Brodart Co.	23-2248758	1000008909
PC69896	Cavendish Square Publishing LLC	46-1843778	1100095985
PC69897	CBM LLC dba Cherry Lake Publishing/dba Sleeping Bear Press	20-5654413	1100105824
PC69898	Cengage Learning, Inc.	59-2124491	1000009563
PC69899	Central Programs Inc dba Gumdrop Books	43-1057878	1000044854
PC69905	Children's Plus, Inc. dba Libraria	36-4078966	1100005432
PC69906	Complete Book and Media Supply, LLC	74-2852244	1100005453
PC69921	Coughlan Companies LLC dba Capstone	82-4045107	1100210642
PC69910	Cox Subscriptions, Inc. dba WT Cox Information Services	56-1352557	1000018262
PC69911	Delaney Educational Enterprises Inc.	82-1533684	1100193784
PC69912	EBSCO Information Services, LLC	63-6014186	1100277389
PC69960	Elsevier B.V.	98-0389477	1000056131
PC69913	Encyclopaedia Britannica, Inc.	36-2063569	1000040643
PC70055	Enformion LLC	94-3359257	1100274400
PC69914	Follett Content Solutions, LLC	87-1936353	1100285093
PC69915	Follett Software, LLC	41-1426933	1100113853
PC69916	Gareth Stevens Publishing LLLP	27-0404519	1100104699
PC69918	Garrett Operating Company LLC dba Garrett Book Company	81-1079220	1100159732
PC69919	GL Group, Inc., dba Booksource	43-1018725	1100102035
PC69959	Greenwood Publishing Group LLC dba Heinemann	04-1456030	1100277979

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR</u>	<u>FED.IDENT.#</u>	<u>NYS VENDOR ID#</u>
PC69920	Grey House Publishing, Inc.	13-3044945	1000026400
PC69922	Hertzberg-New Method, Inc. dba Perma-bound Books	37-1001726	1000009226
PC69923	IB Source, Inc.	33-1043797	1100273337
PC69924	Infobase Holdings Inc dba Infobase, Facts-On-File, Firsthand	13-3720604	1000026795
PC70056	InfoUSA Marketing, Inc. (A subsidiary of Data Axle, Inc.)	47-0794710	1000040828
PC69925	Ingram Library Services LLC	62-0673043	1100277601
PC69926	Insignia Software Corporation	98-0379116	1100275087
PC69928	JJP Consulting LLC dba JJP Books	82-5291738	1100240164
PC69929	John Wiley & Sons, Inc.	13-5593032	1000013590
PC69930	Lakeshore Learning Materials, LLC	87-2802658	1100276096
PC69931	Lee & Low Books Inc. dba Bebop Books	13-3599568	1100126193
PC69932	Lerner Publishing Group	41-0833899	1000044837
PC69933	LexisNexis Risk Solutions FL Inc.	41-1815880	1100007031
PC69934	License Monitor II, LLC	87-1354771	1100265889
PC69935	Mackin Book Company dba Mackin Educational Resources	41-1658426	1000017902
PC69936	Main Street Book Shop Inc.	13-2531130	1000043508
PC69937	Midwest Library Service, Inc.	43-0834505	1000009339
PC69938	Midwest Tape, LLC	37-1499686	1000009233
PC69939	MT Library Services Inc. DBA Junior Library Guild	59-3263895	1000009577
PC69940	Otto Harrassowitz GmbH & Co. KG	98-0423753	1000009840
PC69941	Perfection Learning Corporation	42-0895541	1000009325
PC69942	Prenax, Inc.	94-3342517	1100176364
PC69943	ProQuest LLC	52-1261256	1100281416
PC69947	Rainbow Books, Inc.	61-1846102	1100189966
PC69945	RELX Inc., dba LexisNexis, a division of RELX Inc.	52-1471842	1000004904
PC69946	Sage Publications Inc. dba SAGE Publishing	95-2454902	1000018802
PC69948	Scholastic Inc.	13-1824190	1000006121
PC69949	Superior Text LLC	84-1708761	1100170101
PC69950	Sussman Education Company, Inc.	11-2270606	1000024088
PC69951	Tel/Logic Inc. dba Textbook Central	11-2907068	1000011968
PC69952	Textbook Warehouse, LLC	20-2080039	1100024287
PC69953	The Penworthy Company LLC	81-2043142	1100210559
PC69954	The Rosen Publishing Group Inc.	13-3129750	1100001011
PC69955	West Publishing Corporation, dba West, a Thomson Reuters business	41-1426973	1000004857
PC69956	Whole Phonics Inc.	85-1701635	1100273430
PC69957	William S. Hein & Co., Inc.	16-0878492	1000007570

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For complete Contractor contract information and Pricing information for this Award, please see the Contractor Information page located on the OGS Website at:
<http://online.ogs.ny.gov/purchase/spg/awards/2007023260Can.htm>

Cash Discount, If Shown, Should be Given Special Attention.

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments in this document.)**

AGENCIES SHOULD NOTIFY PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the Authorized User should be familiar with and follow the terms and conditions governing its use which usually appear at the end of this document. The Authorized User is accountable and responsible for compliance with the requirements of public procurement processes. The Authorized User must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an Authorized User should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The Authorized User, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, Authorized Users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

(continued)

ORDER OF PRECEDENCE:

The list of documents below addresses clarifications agreed to by the Contractor and the Office of General Services (OGS) and resolved by the parties and set forth herein in an order of precedence for the Contract award. The documents listed below were included in Solicitation 23260 or provided by the Contractor. Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

1. Appendix A (October 2019), Standard Clauses for NYS Contracts (previously provided);
2. Contract Award Letter;
3. Clarifications to Bid documents dated May 13, 2022 (previously provided);
4. Solicitation #23260;
5. Appendix B (April 2016), General Specifications;
6. Attachment 1 – Pricing;
7. Attachment 4 – Insurance Requirements;
8. Appendix D – Federal Funding Agencies Mandatory Terms and Conditions;
9. Appendix C – Primary Security and Privacy Mandates;
10. Attachment 8 – Report of Contract Usage;
11. All other appendices and attachments to the Solicitation;
12. Contractor's Bid Prices for the Products and services awarded under the above-referenced contract number;
13. Contractor's Bid.

OVERVIEW:

This Contract is issued by the New York State ("NYS") Office of General Services ("OGS"), Procurement Services for Books, Serials, Databases, and Library Resource Management Products as specified herein for all Authorized Users eligible to purchase through this Contract. References to the State and its Agencies or Non-State Agencies as Authorized Users under this Contract encompass and include all such entities within the definition of "Authorized User" set forth in State Finance Law §163(1)(k). Products for purchase by all Authorized Users are described in the Section titled *Scope*. Procurement Instructions describing requirements for Authorized Users to purchase from the Centralized Contract are found in the Section titled, *Procurement Instructions to Authorized Users*.

ESTIMATED QUANTITIES:

All quantities or dollar values listed within this Contract are estimates. No specific quantities are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The anticipated dollar value of the award for this contract award, based on historical purchases under previous awards, is approximately \$130,000,000 annually. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products and pricing that best meet their needs in the most practical and economical manner. See Appendix B, *Estimated/Specific Quantity Contracts* and *Participation in Centralized Contracts*.

Numerous factors could cause the actual quantities of Products purchased under a Contract to vary substantially from the estimates. Such factors include, but are not limited to, the following:

- Such Contracts may be non-exclusive Contracts.
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases.
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the contract period.
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.

(continued)

- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

In Procurement Service's experience, depending on the price of a particular item, the actual volume of purchases for that item could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual Contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. Contractor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the Contract could vary substantially from the estimates/historical values provided in this Contract.

DEFINITIONS:

Terms used in the Contract documents that have a capitalized first letter shall be defined in accordance with Appendix B, §2 *Definitions*, which is hereby incorporated by reference. The following definitions shall apply:

Term	Definition
Aggregator	A bibliographic service that provides online access to the digital full-text of library materials, including Periodicals, monographs, and media, published by different Publishers. See also, Database Publisher.
Authorized User Agreement	Authorized User Agreement shall mean the Purchase Order and/or such other documents memorializing the Contractor's obligations with respect to a given transaction issued by an Authorized User.
Back File Access	The ability to access information within a resource before a subscription period begins.
Business Day	Monday through Friday from 8:00 AM – 5:00 PM ET, excluding New York State and federal holidays.
Concurrent Users	Specified number of simultaneous End Users accessing an Electronic Publication or Database.
Concurrent Use License	Where licensing of Electronic Publications is based upon Concurrent Users, the Contractor shall obtain from the Publisher the right of the Authorized User to obtain license rights to the specified number of Concurrent Users actually executing the licensed programs, without reference to location or named End Users.
Continuing Directory	A list of people, companies, institutions, organizations, etc., in alphabetical or classified order, providing contact information (names, addresses, phone/fax numbers, etc.) and other pertinent details (affiliations, conferences, Publications, membership, etc.) in brief format, often published serially (not complete as first issued and intended to be ongoing, though not necessarily indefinitely).
Customization	Changes to the function, layout and/or appearance of a Database that does not alter the Database content.
Database	A large, regularly updated file of digitized information (bibliographic records, abstracts, full-text documents, directory entries, images, statistics, etc.) related to a specific subject or field, consisting of records of uniform format organized for ease and speed of search and retrieval and managed with the aid of Database management system (DBMS) software. Content is created by the Database producer who leases the content to one or more Database vendors that provide electronic access to the data after it has been converted to machine-readable form, using proprietary search software.

(continued)

Term	Definition
Database Publisher	Company that uses specialized techniques to generate documents from source data and provide to End Users through a Database. See also, Aggregator.
Electronic Publication	A work in digital form capable of being read or otherwise perceived, distributed to the public electronically. Includes electronic Journals and e-prints, electronic Magazines and Newspapers, electronic books, and websites. Some Electronic Publications are online versions of print Publications; others are born digital. Synonymous with e-publication.
End User	Shall mean those persons who are permitted by the Authorized User to have access to an Electronic Publication or Database.
Fair Use	Shall mean acceptable use under the Copyright Revision Act 1976 as amended subsequently provided that such rights are exercised in accordance with Sections 107 and 108 of the Act.
Full Text Database	Contains the complete text of any documents (e.g., books, Journals, Newspapers, Magazines).
Full Time Equivalent (FTE)	For State Agencies and Authorized Users not otherwise identified, the number of full-time employees shall be the number of FTEs; for a higher educational institution, it shall refer to the student enrollment expressed as the number of full-time students; for K-12 educational institutions, each student shall be considered one (1) FTE; for public libraries, the census population served shall be deemed to be the number of FTEs.
International Standard Book Number (ISBN)	A unique ten or thirteen-digit numerical commercial book identifier assigned to identify each edition or manifestation of a work.
International Standard Serial Number (ISSN)	A unique eight-digit standard number assigned by the International Serials Data System (ISDS) to identify a specific Serial title. The ISSN is usually given in the masthead of each issue or on the copyright page of each volume or part of a series. When a continuing resource undergoes a title change, a new ISSN is assigned.
Journal	A Periodical devoted to disseminating original research and commentary on current developments in a specific discipline, sub-discipline, or field of study, usually published in quarterly, bimonthly, or monthly issues sold by subscription. Journal articles are usually written by the person (or persons) who conducted the research. Longer than most Magazine articles, they almost always include a bibliography or list of works cited at the end.
Licensing Agreement	An agreement between an Authorized User and a Contractor for the use of a product, usually for a fixed period of time, in exchange for payment.
List Price	The undiscounted price at which a new Publication is offered for sale to the public, established by the Publisher at the time the edition is issued. The List Price is quoted in the Publisher's catalog and printed on the front flap of the dust jacket in hardcover editions and usually on the back cover in softcover editions. Discounts offered to libraries, booksellers, and jobbers are computed as a percentage off List Price. Synonymous with published price, suggested retail price, and sticker price.

(continued)

Term	Definition
Magazine	A popular interest Periodical usually containing articles on a variety of topics, written by various authors in a nonscholarly style. Most Magazines are heavily illustrated, contain advertising, and are printed on glossy paper. Articles are usually short (less than five pages long), frequently unsigned, and do not include a bibliography or list of references for further reading. Most Magazines are issued monthly or weekly for sale at newsstands, in bookstores, and by subscription.
MWBE	A business certified with NYS Empire State Development (ESD) as a Minority and/or Women-owned Business Enterprise.
N/A	A common abbreviation for <i>not applicable</i> or <i>not available</i> , used to indicate when information in a certain field on a table is not provided, either because it does not apply to a particular case in question or because it is not available.
National Public Entities	Defined as State Governments, the Federal Government, Local Governments, cities, towns, school districts, libraries, police and fire departments, and other political subdivisions.
Net Price	List Price less all applicable discounts or inclusive of Service Charges; the price paid by Authorized Users of the resultant Contract.
Newspaper	A Serial Publication, issued daily, on certain days of the week, or weekly, containing news, editorial comment, regular columns, letters to the editor, cartoons, advertising, and other items of current and often local interest to a general readership.
NYS Holidays	Legal holidays for State employees in the classified service of the executive branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year's Day; Dr. Martin Luther King, Jr. Day; Washington's Birthday (observed); Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; and Christmas Day.
NYS Vendor ID	Refers to the unique ten-character identifier issued by the NYS Office of the State Comptroller (OSC) when the vendor is registered on the Vendor File System.
Optional Products and Services	Refer to supplementary Products and services that enhance or support the provision of library materials identified to be within scope. This may include stamps; call numbers or routing labels; barcoding; security strips; processing of library materials or Journals, including affixing date and property; shipment consolidation, and MARC (Machine-Readable Cataloging) records and updates.

(continued)

Term	Definition
Periodical	A Serial Publication with its own distinctive title, containing a mix of articles, editorials, reviews, columns, short stories, poems, or other short works written by more than one contributor, issued in softcover more than once, generally at regular stated intervals of less than a year, without prior decision as to when the final issue will appear. Although each issue is complete in itself, its relationship to preceding issues is indicated by enumeration, usually issue number and volume number printed on the front cover. Content is controlled by an editor or editorial board. Includes Magazines sold on subscription and at newsstands; Journals, sold on subscription and/or distributed to members of scholarly societies and professional associations; and newsletters, but not proceedings or the other regular Publications of corporate bodies as they relate primarily to meetings.
Preferred Source Products	Those Products that have been approved in accordance with New York State Finance Law § 162.
Preferred Source Program	The special social and economic goals set by New York State in State Finance Law § 162 that require a governmental entity purchase select Products from designated organizations when the Products meet the "form, function and utility" requirements of the governmental entity. Under State Finance Law § 163, purchases of Products from Preferred Sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State Preferred Sources include: The Correctional Industries Program of the Department of Corrections and Community Supervision ("Corcraft"); New York State Preferred Source Program for People Who Are Blind ("NYSPSP"); and the New York State Industries for the Disabled ("NYSID"). These requirements apply to State Agencies, political subdivisions and public benefit corporations (including most public authorities).
Procurement Services	Business unit of OGS, formerly known as New York State Procurement ("NYSPPro") and Procurement Services Group ("PSG").
Publication	Refers to a work capable of being read or otherwise perceived (e.g., book, audio recording, video recording, etc.), issued by a Publisher for sale to the general public, usually in multiple copies and sometimes in multiple editions.
Publisher	A person or corporate entity that prepares and issues digital or print materials for public sale or distribution, normally on the basis of a legal contract in which the Publisher is granted certain exclusive rights in exchange for assuming the financial risk of publication and agreeing to compensate the author, usually with a share of the profits.
Request For Quotation (RFQ)	As defined in Section 2 of Appendix B.
Subject Specific Database	This includes information from academic or scholarly Journals and trade or professional Publications.
Serial	Publication in any medium issued under the same title in a succession of discrete parts, usually numbered (or dated) and appearing at regular or irregular intervals with no predetermined conclusion. Serials may be purchased individually, in combination with other titles, or as large collections of titles (particularly when purchased electronically).

(continued)

Term	Definition
Server	Shall mean the computer system(s) on which Electronic Publications or Databases reside and through which End Users gain access to the Electronic Publications or Databases.
Service Charge	A fee charged by a Subscription Agent for filling orders for Periodical subscriptions, usually 5 to 10 percent of the total annual amount paid by the library for subscriptions.
SDVOB	A NYS-certified Service-Disabled Veteran-Owned Business.
Subscription Agent	A company in the business of providing centralized Serial subscription or Database Access services to Authorized Users such as libraries to relieve them of the time-consuming task of dealing with Publishers individually.
Trade Book	An edition produced by a trade publisher in hardcover and/or paperback publisher's binding for sale to quality booksellers and libraries. Trade editions are published for the general reader, rather than a specific segment of the market.

In addition to the above definitions, the following terms are defined as follows regardless of whether they are or are not capitalized:

May	Denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also, see "Should".
Must	Denotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also, see "Shall."
Shall	Denotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also, see "Must."
Should	Denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also, see "May".

SCOPE:

These Contracts are to provide Authorized Users with a means of acquiring Books, Serials, Databases, and Library Resource Management Products.

This Solicitation contains a total of four (4) Lots:

Lot 1 – Printed Publications and Non-Print Library Materials

Lot 2 – Electronic Publications

Lot 3 – Databases

Lot 4 – Library Resource Management and Research Support Products

Lot 1 - Printed Publications and Non-Print Library Materials

- Books and Non-Periodical Serial Publications, including, but not limited to: domestic and foreign Publications; textbooks; books in print; books out-of-print; pre-bound books; Braille books; Large print books; rare books; legal books and materials; business/economics/finance books; social science/humanities books; science/engineering books; medical books; academic books; encyclopedias; continuations; ephemeral Publications; pamphlets (bound and unbound); government documents; annuals (reports, yearbooks, etc.); Continuing Directories; proceedings and transactions; numbered and unnumbered monographic series and sets; musical scores; and sheet music. Print materials may be purchased via blanket order or standing order. Printed Publications may be bundled with Electronic Publications if the Contractor has been awarded both Lots 1 and 2.

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2. Print Periodicals, including, but not limited to: Newspapers, Magazines, and Journals. Print materials may be bundled with electronic materials if the Contractor has been awarded both Lots 1 and 2.
 3. Non-Print Library Materials, including, but not limited to: abridged and unabridged audiobooks, CD/DVD and MP3/MP4 format; microforms; DVD and Blu-ray (i.e., motion pictures, videos); compact discs; CD-ROMs (no online services); microcomputer software (educational); maps/globes/atlas/charts; video games; and audio visual materials.
 4. Related Optional Products and Services, including supplementary value-added services, such as: cataloging and processing (including shelf-ready items); stamps; call numbers; routing labels; spine labels; barcode labels; security strips; Machine-Readable Cataloging (MARC) records and updates; binding and rebinding; shipment consolidation; mylar covers; due date slip/circulation cards and pockets; and reading program labels.

Lot 2 - Electronic Publications

1. Electronic Periodicals, including, but not limited to: Newspapers; Magazines; Journals; and Journal packages. Electronic materials may be bundled with print materials if the Contractor has been awarded both Lots 1 and 2.
2. eBooks, including, but not limited to: subscription-based and perpetual access purchases. eBooks may be purchased via blanket order or standing order. Electronic Publications may be bundled with Printed Publications if the Contractor has been awarded both Lots 1 and 2.
3. Streaming Audio and Video Content, including, but not limited to: subscription-based, time-defined license, and perpetual access purchases.
4. Datasets.
5. Related Optional Products and Services, including supplementary value-added services, such as: cataloging and processing; Machine-Readable Cataloging (MARC) records and updates; and hosting fees.

Lot 3 - Databases

1. Databases and Subscription Online Resources, including, but not limited to: Full-Text Databases; abstracting & indexing Databases; numeric Databases; general interest Databases; Subject Specific Databases and online resources; Database files; eBook databases; streaming audio and video Databases; and subscription online resources offering library subscriptions.
2. Related Optional Products and Services, including supplementary value-added services, such as: hosting fees, Database Customization, or Machine-Readable Cataloging (MARC) records and updates.

Lot 4 - Library Resource Management and Research Support Products

1. Holdings Management Products, including, but not limited to: Integrated Library Systems; Library Services Platforms; Discovery tools; and cataloging subscriptions.
2. Electronic Resource Management Systems, including, but not limited to: authentication systems and link resolvers; Electronic Resource Management (ERM) tools; Serials and scholarly Publication ranking services and Publication management systems; systems to manage and feature Publications, including repositories, scholarly management solutions, and faculty Publication profile management solutions; usage and analysis tools; and A-Z lists.
3. Resource Sharing or Document Delivery Request Systems, Providers, and Networks.

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4. Products designed to facilitate efficient delivery of library services and to support the research and data needs of libraries.
5. Related Optional Products and Services, including supplementary value-added services, such as: enhanced support and hosting fees.

PROCUREMENT INSTRUCTIONS TO AUTHORIZED USERS:

The Contracts are centralized Contracts issued under a multiple-award structure. Products offered under the Contracts, pricing, and other Contract information are posted to the OGS website or the awarded Contractors' dedicated NYS websites. Authorized Users shall procure Products that best meet their form, function and utility requirements.

Pursuant to State Finance Law § 163(10)(c), at the time of purchase, Authorized Users must base their selection among multiple Contracts upon which is the most practical and economical alternative that is in the best interests of the State.

1. Before proceeding with a purchase, Authorized Users shall check the list of Preferred Source offerings. Authorized Users are reminded that they must comply with State Finance Law §162, which requires that agencies afford first priority to the commodities of Preferred Source suppliers such as Correctional Industries (Corcraft), NYS Preferred Source Program for People Who are Blind (NYSPPSP), and NYS Industries for the Disabled (NYSID) when such commodities meet the form, function and utility of the Authorized User.
2. Where products are not available from Preferred Source suppliers in the form, function and utility required by the Authorized User, Authorized Users shall purchase from the centralized Contracts awarded under this Solicitation. The basis for selection among multiple contracts at the time of purchase shall be the most practical and economic alternative and shall be in the best interests of the State. Therefore, Authorized Users should obtain quotes from at least three (3) Contractors prior to issuing a Purchase Order for contract purchases to ensure that the Authorized User is receiving the best possible pricing. When soliciting RFQs from Contractors or submitting Purchase Orders, Authorized User should specify any federal and state laws, rules and regulations, policies, standards, and guidelines that the Contractor is required to comply with under a resultant purchase pursuant to Appendix C, Primary Security and Privacy Mandates.
3. When placing orders under the Contract(s), the Authorized User should be familiar with and follow the terms and conditions governing its use. The Authorized User is accountable and responsible for compliance with the requirements of public procurement processes. The Authorized User, when purchasing from OGS Contracts, should hold the Contractor accountable for Contract compliance and meeting the Contract terms, conditions, specifications, and other requirements. Any federal and state laws, rules and regulations, policies, standards, and guidelines that the Contractor is required to comply with pursuant to Appendix C, Primary Security and Privacy Mandates, should be specified in the Authorized User Agreement. Additionally, in recognition of market fluctuations over time, Authorized Users are encouraged to seek improved pricing whenever possible.

Authorized Users have the responsibility to document purchases which should include:

- Statement of need and associated requirements;
- Obtaining all necessary prior approvals;
- A summary of the Contract alternatives considered for the purchase; and
- The reason(s) supporting the resulting purchase (e.g., show that basis for the selection among multiple Contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

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4. Authorized Users will issue Purchase Orders directly to the Contractor, specifying any shipping/delivery requirements and/or Statements of Work (if applicable).
5. Upon Authorized User acceptance of Products itemized on the Purchase Order, Contractor will invoice Authorized User for any portion of Products accepted, and accordingly, Authorized User will arrange for payment. Contractor shall provide itemized invoicing for all Products.
6. *Pursuant to Product Performance Requirements, Contractor is required to disclose any forms, "click-through", "shrink wrap" or other pass-through or licensing/subscription terms and conditions or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases. Authorized User should review such information during the RFQ process or prior to ordering Products and services. Documents that contain additional terms or conditions, such as library maintenance agreements or Licensing Agreements, must be disclosed to the Authorized User during the RFQ process or at the time of order submission and receive pre-approval by the Authorized User prior to ordering Products and services. Any additional licensing terms agreed to by the Authorized User shall not conflict with Appendix A, this Solicitation, any resultant Contract, or Appendix B. Any such conflicting terms shall be void and unenforceable.*

PRICE:

Price shall include all customs duties and charges and shall be net, F.O.B. destination to any point in New York State as designated by the Authorized User and shall include all transportation charges and inside delivery for printed Publications. Upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

The Contractor's price should include all costs associated with selling the product. No shipping charges are allowed EXCEPT on printed foreign Publications shipped directly to the Authorized User from an address outside the 48 contiguous US states including the District of Columbia. Foreign shipping costs shall be prepaid by the Contractor and added to the invoice and all such orders shall be shipped on F.O.B. destination by the most economical method. Contractor shall be required to quote shipping costs for foreign Publications upon request by the Authorized User prior to order placement. There shall be no increase in Contract prices for freight, shipping (foreign shipments excepted as noted above), fuel or other surcharges, FPT (Freight Pass Through), etc. during the term of the Contract.

Authorized Users may be charged additional fees, which include licensing fees, platform fees, etc. in excess of the base subscription fee for Electronic Publications. However, any additional fees shall only be those charges passed on by the Publishers and shall not include any additional fees charged by the Contractors for such services. The Authorized User must be notified of all such fees at the time of purchase. Fees that are not told to the Authorized User at the time of purchase shall be paid by the Contractor.

Contractor's pricing information is included in the posted Pricelist linked from the Contractor Information page.

VOLUME DISCOUNTS:

Contractor may offer volume discounts using the thresholds listed on each Contractor's Information Page.

PREPAYMENT PLAN DISCOUNTS:

Contractor may offer Prepayment Plan Discounts using the thresholds listed on each Contractor's Information Page.

PROMPT PAYMENT DISCOUNTS:

Contractor may offer prompt payment discounts at the transaction level. Please refer to the Contractor's Information Page.

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MINIMUM ORDER:

The minimum order for Lot 1 items on this Contract shall be \$100.00. Contractor may elect to honor orders for less than the minimum order; however, no additional charges shall be allowed. There is no minimum order requirement for Lots 2, 3, or 4.

PURCHASING CARD:

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B, Purchasing Card), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.

ORDERS:

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

WEB-BASED ORDERS:

The State encourages the Contractor to establish and maintain a dedicated NYS website specifically for the resulting Contract that has a web-based ordering system with the capability of receiving electronic orders from over 5,000 Authorized Users via the internet. The web-based ordering system shall have full order inquiry capabilities and shall acknowledge receipt of an Authorized User's order. Contractor shall be required to post a copy of Contract Pricing, in both Excel and PDF formats on the website. The website link(s) will be listed under the Contractor information on the OGS website. The Contractor's website will be the responsibility of the Contractor to maintain and keep updated. The State reserves the right to request demonstrations of the Contractor's website.

The web-based ordering system should be capable of controlling, documenting, and reporting on the following minimum data elements:

- Contractor Name and Address
- Contract Number
- Ordering Agency/Facility/Political Subdivision, etc. and Address
- Purchase Order/Requisition Numbers
- Contact (individual placing order)
- Delivery Location
- Delivery Instructions
- Stock Number
- Manufacturer
- Description
- Unit of Measure
- List Price (unit)
- Net Price (unit)

PRODUCT DELIVERY:

Delivery of all Contract Products shall be made in accordance with Appendix B, *Product Delivery and Shipping/Receipt of Product*.

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BACKORDERING:

Backordering shall be permissible only when authorized by the ordering Authorized User. Contractor shall make commercially reasonable efforts to complete orders within the guaranteed delivery period offered.

PACKING SLIPS:

A legible packing slip and/or Purchase Order copy must accompany each shipment of printed Books and Non-Print library materials. The carton containing packing slip must be so marked.

LABELING

Number of packages in a single shipment of printed Books and Non-Print library materials must be marked on outside of each carton. Purchase Order numbers, where required by the ordering Authorized User, must appear on the outside of each carton delivered.

RETURNS AND EXCHANGES:

In addition to the provisions of Appendix B, *Title and Risk of Loss, Product Substitution, and Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Contractor shall make commercially reasonable efforts to replace Products within 10 Business Days of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the Net Price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

INVOICING AND PAYMENT:

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, *Contract Invoicing*.

The invoice must include detailed line-item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- NYS Vendor ID
- NYS Contract Number
- Authorized User name
- Authorized User's Purchase Order Number (if applicable)
- Description of Products and Services
- Invoice Date
- Invoice Number
- Unit Price(s)
- Invoice Amount
- Payment terms being offered, if other than Net 30
- Any other information or substantiating documentation the Authorized User may reasonably require.

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of

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varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/nys-vendors>.

Printed and Electronic Serials Invoicing and Payments

The following terms and conditions apply to Printed and Electronic Serials Products:

1. The Contractor may offer an early prepayment discount. Annually, the Contractor shall specify the percentages of discount offered and the deadlines for early payment. Subscriptions may be prepaid for up to three years for Authorized Users legally empowered to make advance payments.
2. The Contractor shall provide annual renewal invoice(s) and indicate if such invoices are available electronically.
3. The Contractor shall provide supplemental invoices for "bill as" published titles, for "bill later" titles, for new orders, etc., based on agreement with Authorized User.
4. The Contractor shall provide up to three copies of all invoices if requested by an Authorized User.
5. Increases in subscription price shall be allowed if correction in cost is required due to Publisher's change in price.
6. Decreases in subscription price shall be refunded or credited, as specified, to the Authorized User promptly.
7. The Contractor shall, upon request from the Authorized User, provide proof of Publisher List Prices and increases or decreases in Publisher List Prices for specific titles.
8. Additional fees which are passed on by the Publishers, e.g., licensing fees, shall be listed separately on invoices.

Optional

If available and/or possible, Contractor to advise Authorized Users if the following may be provided:

1. Authorized User fund code.
2. Information indicating if charge is for a renewal or new order.
3. Information identifying "bill later" or "bill as" published titles.
4. On supplemental invoices, the original invoice number.
5. Availability of title in electronic format.
6. Customized Invoicing.

Claims

1. The Contractor shall be responsible for claiming all issues reported as not received or received damaged or defective by the Authorized User.
2. The Contractor shall promptly process claim notices in a timely manner not to exceed the claim period permitted by the Publisher.
3. The Contractor shall provide claim reports no less frequently than bimonthly.
4. Claim reports shall provide the following information:
 - a. Date of claim report.
 - b. Title(s) being claimed.
 - c. Issue(s) being claimed.
 - d. Date(s) of prior claim(s).
 - e. Publisher's response, if any.
5. The Contractor may accept and respond to claims by U.S. mail, facsimile, electronic mail, courier service, or online.

Conversion to New Contractor by Authorized Users

1. Renewal orders requested by Authorized Users shall be placed at least two months before expiration of current subscriptions.
2. If an interruption in service results from a change in a Contractor, any issues not received shall be obtained by the Contractor who received payment for that period at no additional

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cost to the Authorized User. Delivery to the Authorized User shall be made by the original Contract delivery and at no extra cost to the Authorized User.

3. If duplicate issues are received because of a change in Contractors and the Publisher required their return, the Contractor shall be responsible for resolving the problem and shall absorb any associated costs.

Reports

1. The Contractor may send the Authorized User a monthly statement showing the date and amount of each outstanding invoice and credit memorandum.
2. The Contractor shall notify the Authorized User of title changes and discontinued titles and provide information on titles that are slow, delayed, or irregular, either as they occur or on a monthly basis.
3. At the Authorized User's request, the Contractor shall provide a printed customized list of titles arranged alphabetically or according to specifications defined by the Authorized User.
4. Upon request, the Contractor may be required to provide the Authorized User with a price analysis report showing a 1–3-year Publisher List Price comparison of titles ordered. This report can be arranged by title, country of publication, or by codes defined by the Authorized User.
5. If available, Contractor may provide an industry-wide summary of statistical data and analyses.
6. Upon request, the Contractor shall provide a report showing changes in Publisher subscription periods, quantities ordered, and Publishers' new requirements.

All reports between the Contractor and the Authorized User shall be in writing and may be electronically transmitted.

CANCELLATION OF PURCHASE ORDERS FOR PRINTED PUBLICATIONS:

Cancellation of orders in part or whole for unavailable materials or for “out of stock,” “out of print,” and “not yet published” Publications shall be made by means of appropriate notations and adjustments on orders returned by Contractor to the Authorized User. Contractors shall make no shipments of canceled materials except on the basis of a new order. Titles not supplied by the Contractor may be purchased from any other Contract source.

CONTRACT PRICELIST UPDATE PROCEDURES:

Contractor may update their pricelist as follows:

Commencing with the first-anniversary date of the Bid opening, and annually thereafter, the Contractor may update the pricelist to reflect Contractor price changes and the addition/deletion of Products and services.

The Contractor shall provide OGS with one electronic copy of the updated pricing. No Price Updates will be granted to any Contractor who has outstanding Sales Reports, Proof of Insurance or any other documentation that is required under the Contract.

Contractors shall be permitted to reduce their pricing at any time during the contract term.

Any new Products and services added to pricelists shall have a discount structure consistent with existing Products and services on the Contractor's pricelist that are comparable in scope. Contractors shall submit their updated pricelist to the OGS Procurement Services contract administrator pursuant to the requirements of this section for review and written approval prior to issuing to Authorized Users or posting to the Contractor's dedicated New York State website. The State reserves the right to request copies of existing contracts or pricelists to ensure that the prices offered to the State are reasonable and commensurate with similar purchasers.

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All approved pricelist updates shall apply prospectively upon approval by OGS. Total price increases for pricelist updates in a single year of the Contract shall not exceed the escalation cap as set forth in the *Maximum Price Increase/Escalation Cap* subdivision, below. All percentage discounts shall either remain firm (unchanged) or they may increase for the duration of the Contract.

If new Products and services are to be added, the Contractor must demonstrate that the Products and services meet the scope as defined in the Scope and that Products and services will be delivered at a reasonable price as determined by OGS Procurement Services. "Reasonable prices" may be determined by reviewing percentage discounts and Net Prices offered to GSA, NASPO, prices on any previously awarded NYS Contract, pricing offered by other Contractors, contracts with other state or government entities, etc. Discount(s) on the Products and services must be equal to or better than those currently offered on Products and services similar in scope.

Pricelist Format

Contractor is required to submit Contract pricelist updates electronically in an unprotected Microsoft Excel (2016 or lower version) spreadsheet on USB flash drive or via e-mail to the OGS Procurement Services contract administrator. The pricelist must be dated, and the format shall be consistent with the format of the Contractor's approved Contract pricelist. The pricelist shall separately include and identify (e.g., by use of separate worksheets or by using highlighting, italics, bold and/or color fonts):

- Price increases;
- Price decreases;
- Products being added; and
- Products being deleted.

Contractor's Submission of Contract Updates

In connection with any Contract pricelist update, OGS reserves the right to:

- Request additional information;
- Reject Contract updates;
- Remove Products from Contracts;
- Remove Products from Contract updates; and
- Request additional discounts for new or existing Products.

Maximum Price Increase/Escalation Cap

In a single year of the Contract, the maximum price increase for each individual item on contract shall not exceed the percent increase in the latest available National Consumer Price Index - All Urban Consumers (CPI-U), Not Seasonally Adjusted, U.S. City Average, All Items Less Food and Shelter (Series Id: CUUR0000SA0L12); as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. CPI data may be obtained at www.bls.gov.

The following example illustrates the computation of percent change:

CPI for current period	235.000
Less CPI for previous period	225.000
Equals index point change	10.000
Divided by previous period CPI	225.000
Equals	0.044
Result multiplied by 100	<u>0.044 x 100</u>
Equals percent change	4.4

The "CPI for current period" shall be the index in effect at the time the Contract pricelist update request is received; "CPI for previous period" shall be the index in effect when the Contract pricelist was last updated. Increases are not cumulative. Price increases are limited to the prior year prices only.

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Cover Letters

All Contract pricelist updates shall be accompanied by a cover letter describing the nature and purpose of the update (e.g., update requested to reflect a recently approved GSA Schedule or NASPO Contract pricing update, to add/delete Products, etc., subject to any applicable caps).

PRICE STRUCTURE:

If, during the Contract Term, the Contractor is unable or unwilling to meet contractual requirements in whole or in part based on the price structure of the Contract, it shall immediately notify the Office of General Services, Procurement Services in writing. Such notification shall not relieve the Contractor of its responsibilities under the Contract. The State may, but is not required to, consider an equitable adjustment in the Contract terms and/or pricing in the circumstances outlined in Appendix B, Savings/Force Majeure.

Should the Commissioner in his or her sole discretion determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the Contract terms and/or pricing is mutually agreeable, the State may terminate the Contract upon 10 Business Days written notice mailed to the Contractor.

BEST PRICING OFFER:

During the Contract term, if the Commissioner becomes aware that the Contractor is selling substantially the same or a smaller quantity of a Product outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, after consultation with the Contractor, may be reduced to a lower price on a prospective basis at the discretion of the Commissioner. The Commissioner reserves the right to request information to verify pricing for the purposes of this clause

PRODUCT PERFORMANCE REQUIREMENTS:

A. Lot 1 – Printed Publications and Non-Print Library Materials

1. Print Books and Non-Print Library Materials Product/Performance Requirements

a. General:

Contractors offer various types of books, Non-Print library materials, and related services as set forth in *Scope*. Bindings are to meet or exceed requirements established by the National Information Standards Organization (NISO) and the Library Binding Committee (LBC) of the Book Manufacturers' Institute (LBC). The latest library standard issued by NISO and LBC is ANSI/NISO/LBI Library Binding Standard, Z39.78-2000 (R2018), unless otherwise amended. This standard is available at <http://www.niso.org/publications/z3978-2000-r2018>. Cloth bindings for hardcover Publications shall be the Publisher's standard binding. Library bindings for hardcover Publications shall be reinforced and include reinforced juvenile Publications.

Contractor must identify services and costs, which must be expressed in specific monetary amounts. Contractors must include any additional service pricing that may apply.

b. Substitutions:

Substitutions and/or additions of titles or editions shall not be permitted without prior written authorization from the ordering Authorized User. All unauthorized substitutions and/or additions shall be returned to the Contractor at the Contractor's expense. Contractor is expected to furnish the total number of copies of any one individual title in one shipment and to fill orders for multi-volume sets in one shipment to the extent possible; however, it is permissible to ship large-volume orders from publishers in batches as they are received from the publisher.

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- c. Cancellation of Purchase Orders:
Cancellation of orders in part or whole for unavailable materials or for “out of stock,” “out of print,” and “not yet published” Publications shall be made by means of appropriate notations and adjustments on orders returned by Contractor to the Authorized User. Contractors shall make no shipments of canceled materials except on the basis of a new order. Titles not supplied by the Contractor may be purchased from any other Contract source.
- d. Status Report:
A statement for each shipment must be provided to include a listing of unavailable products and/or a listing of titles out of print (OP), titles out of stock indefinitely (OI), titles out of stock temporarily (OS) and titles not to be supplied for other reasons. Statements may be provided in either hardcopy or digital form via email.
2. Print Periodicals Performance Requirements
- a. Orders, Renewals, and Cancellations:
- i. Subscriptions shall begin on the date specified in Contractor’s order forms, based on date of submission by Authorized User and Contractor’s processing date.
 - ii. The Contractor shall notify the Authorized User as soon as possible but no later than thirty (30) calendar days if unable to supply a new order. Contractor shall also provide a reasonable explanation in writing for non-fulfillment.
 - iii. The Contractor shall provide address, Publication, merger, and title change services, etc.
 - iv. The Contractor shall make arrangements with Publishers for all regularly purchased subscription orders and renewals within sufficient time to avoid any interruption in receipt of issues.
 - v. The Contractor shall cancel subscriptions as requested by the Authorized User and shall issue a credit if allowed by the Publisher.
 - vi. The Contractor shall provide pro-rated refunds or substituted titles for titles that cease publication prior to expiration if provided by the Publisher. OGS reserves the right to resolve any issues that may arise between an Authorized User and the Contractor with regards to refunds or substituted titles.
 - vii. The Contractor shall provide a common expiration date for subscriptions (if requested by the Authorized User) unless prohibited by the Publisher.
 - viii. At the Authorized User’s request, the Contractor shall renew subscriptions automatically on a date selected by the Authorized User; or at the option of the Authorized User, shall provide a list of titles to be renewed by the Contractor for the Authorized User’s approval prior to the issuance of the annual renewal invoice. Authorized Users may change automatic renewal status at any time and for no additional charge.
 - ix. The Contractor may provide two or three-year renewal periods but must at a minimum offer a one-year renewal period. Renewal periods may survive the expiration of this Contract, with the terms and conditions of this Contract applying to the renewal periods.
 - x. The Contractor may enter orders for back files, special issues, supplements, extra volumes, and cumulative indexes, if requested to do so by the Authorized User.
 - xi. All orders, renewals, and cancellations between the Contractor and the Authorized User shall be in writing or shall be electronically transmitted.
 - xii. In lieu of individual order forms, Contractor shall be able to accept a purchase or letter order to which is appended a list of titles.
 - xiii. Multi-Year Licenses: Contractor may offer multi-year licenses.

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b. Contractor Licensing Terms and Conditions:

If Licensing Agreement, shrink-wrap or click-wrap agreements are associated with Printed Publications and Non-Print Library Materials, it is the responsibility of the Contractor to offer only those Printed Publications and Non-Print Library Materials that satisfy the license terms and conditions of the Solicitation. License terms that conflict with the terms of Appendix A, Appendix B, this Solicitation, or any resultant Contract shall not be enforceable.

Contractor must disclose any forms, "click-through", "shrink wrap" or other pass-through or licensing/subscription terms and conditions or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases, during the RFQ process or prior to ordering. Documents that contain additional terms or conditions, such as library maintenance agreements or Licensing Agreements, must be disclosed to the Authorized User during the RFQ process or at the time of order submission and receive pre-approval by the Authorized User prior to ordering Products and services.

B. Lot 2 - Electronic Publication Performance Requirements

1. Authorized User Access to Electronic Publications:

- a. Access: Access to the Electronic Publications by Authorized Users shall be either via electronic media or the Internet. If access is provided via the Internet, the Contractor shall ensure that the Electronic Publications are highly stable and usable (including average response time of less than 5 seconds, and uptime, except for scheduled maintenance, of 99%), and shall ensure that the Web Server(s) is (are) fully capable of serving Authorized Users. Access shall be controlled by Internet Protocol (IP) addresses, passwords, or other appropriate authentication technology. Contractor must notify Authorized Users at least 48 hours prior to scheduled maintenance that interrupts End User access.
- b. If the license rights are based on a named user model, an Authorized User will prepare and submit to the Contractor a list of End Users that shall include name, address, and contact information.
- c. License Scope: The Contractor and the State agree that the license for the Electronic Publications shall be governed as set forth below:
 - i. Authorized User is granted a non-exclusive, transferable, term license to access and use the Electronic Publications in accordance with this Contract. The license term for the Electronic Publications license shall commence upon the License Effective Date and may survive the expiration of this Contract, with the terms and conditions of this Contract applying throughout the license term.
 - ii. It shall be the obligation of the Authorized User to review and comply with the terms and conditions of the Licensing Agreement if one is required by the Publisher to use the Electronic Publication or electronic content to the extent that they do not conflict with the terms of Appendix A, Appendix B, this Solicitation, or any resultant Contract.
 - iii. Permitted License Transfers: As Authorized User's business operations may be altered, expanded or diminished, Electronic Publication licenses may be transferred or combined for use at an alternative or consolidated site not originally specified in the license, including transfers between Authorized Users and/or their End Users ("permitted license transfers"). Contractor shall have the discretion to issue new login credentials when a license transfer takes place.
 - iv. Concurrent Use License: Where licensing of Electronic Publications is based upon "Concurrent Users," Contractor hereby grants license rights to the specified number of Concurrent Users actually executing the licensed programs, without reference to location or named End Users (hereinafter "Concurrent Users").
 - v. Multi-Year Licenses: Contractor may offer multi-year licenses.

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2. Contractor's Performance Obligations:

- a. The Contractor will provide and maintain help files and other appropriate user documentation for the Electronic Publications to be accessible to all Authorized Users free of charge.
- b. The Contractor will offer reasonable levels of continuing support to assist Authorized Users and their End Users in their use of the Products. Contractor will make its personnel available by email, phone or fax during regular Business Days.

3. Authorized User Performance Obligations:

Authorized Users acknowledge that the copyright and title to the information content and organization of the Electronic Publications are and remain with the Publisher. Authorized User shall use reasonable efforts to inform its End Users and walk-in patrons of any restrictions on the use of the Electronic Publications. Authorized User shall use reasonable efforts to protect the Electronic Publications from any use that is not permitted under this agreement. Authorized Users and/or End Users may make all use of the Electronic Publications as is consistent with the Fair Use Provisions of United States and international copyright laws and the Bidder's/Contractor's terms and conditions for use of its online services, provided they do not conflict with the terms of Appendix A, the Solicitation or any resultant Contract, or Appendix B. Additionally, the Electronic Publications may be used as follows:

- a. Authorized Users and End Users may display, download, copy and/or print portions of the Electronic Publications for use in research, education, or other non-commercial purposes.
- b. Authorized Users and End Users may use a reasonable portion of the Electronic Publications in the preparation of educational materials.
- c. Authorized Users may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan. Authorized Users agree to maintain records respecting End User's use of materials in such Interlibrary Loan and to provide such records to the Contractor upon request.

4. Electronic Periodicals Performance Requirements

- a. Orders, Renewals, and Cancellations:
 - i. Subscriptions shall begin on the date specified in Contractor's order forms, based on date of submission by Authorized User and Contractor's processing date.
 - ii. The Contractor shall notify the Authorized User as soon as possible but no later than thirty (30) calendar days if unable to supply a new order. Contractor shall also provide a reasonable explanation in writing for non-fulfillment.
 - iii. The Contractor shall provide address, Publication, merger, and title change services, etc.
 - iv. The Contractor shall make arrangements with Publishers for all regularly purchased subscription orders and renewals within sufficient time to avoid any interruption in receipt of issues.
 - v. The Contractor shall cancel subscriptions as requested by the Authorized User and shall issue a credit if allowed by the Publisher.
 - vi. The Contractor shall provide pro-rated refunds or substituted titles for titles that cease publication prior to expiration if provided by the Publisher. OGS reserves the right to resolve any issues that may arise between an Authorized User and the Contractor with regard to refunds or substituted titles.
 - vii. The Contractor shall provide a common expiration date for subscriptions (if requested by the Authorized User) unless prohibited by the Publisher.
 - viii. At the Authorized User's request, the Contractor shall renew subscriptions automatically on a date selected by the Authorized User; or at the option of the Authorized User, shall provide a list of titles to be renewed by the Contractor for the Authorized User's approval prior to the issuance of the annual renewal invoice. Authorized Users may change automatic renewal status at any time and for no additional charge.

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- ix. The Contractor may provide two or three-year renewal periods but must at a minimum offer a one-year renewal period. Renewal periods may survive the expiration of this Contract, with the terms and conditions of this Contract applying to the renewal periods.
- x. The Contractor may enter orders for back files, special issues, supplements, extra volumes, and cumulative indexes, if requested to do so by the Authorized User.
- xi. All orders, renewals, and cancellations between the Contractor and the Authorized User shall be in writing or shall be electronically transmitted.
- xii. In lieu of individual order forms, Contractor shall be able to accept a purchase or letter order to which is appended a list of titles.
- xiii. Multi-Year Licenses: Contractor may offer multi-year licenses.

b. Specific Restrictions on Use of Electronic Publications:

Authorized User may not utilize the Electronic Publications for commercial purposes, including but not limited to the sale of the Electronic Publications, fee-for-service use of the Electronic Publications, or bulk reproduction or distribution of the Electronic Publications in any form; nor may Authorized User impose special charges for use of the Electronic Publications beyond reasonable printing or administrative costs.

c. Contractor Licensing Terms and Conditions:

If Licensing Agreement, shrink-wrap or click-wrap agreements are associated with Electronic Publications, it is the responsibility of the Contractor to offer only those Electronic Publications in electronic format that satisfy the license terms and conditions of this Award. License terms that conflict with the terms of Appendix A, Appendix B, the Solicitation, or any resultant Contract shall not be enforceable.

Contractor must disclose any forms, "click-through", "shrink wrap" or other pass-through or licensing/subscription terms and conditions or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases, during the RFQ process or prior to order. Documents that contain additional terms or conditions, such as library maintenance agreements or Licensing Agreements, must be disclosed to the Authorized User during the RFQ process or at the time of order submission and receive pre-approval by the Authorized User prior to ordering Products and services.

C. Lot 3 - Database Performance Requirements

1. System Availability:

Databases shall be functional at least 99% of the time

2. Scheduled Maintenance:

Contractor must notify Authorized Users at least 48 hours prior to scheduled maintenance that interrupts End User access to Databases. OGS requests that scheduled maintenance NOT be performed during normal Business Days.

3. Contractor's Performance Obligations:

a. The Contractor will provide and maintain help files and other appropriate user documentation for the Databases to be accessible to all Authorized Users free of charge.

b. The Contractor will offer reasonable levels of continuing support to assist Authorized Users and their End Users in their use of the Products. Contractor will make its personnel available by email, phone, or fax during regular Business Days.

c. Multi-Year Licenses: Contractor may offer multi-year licenses.

d. Contractor Licensing Terms and Conditions:

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If Licensing Agreements, shrink-wrap or click-wrap agreements are associated with Database purchases, it is the responsibility of the Contractor to offer only those Databases that are within the scope of this Award and that satisfy the terms and conditions of the Award.

Contractor must disclose any forms, "click-through", "shrink wrap" or other pass-through or licensing/subscription terms and conditions or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases, during the RFQ process or prior to order. Documents that contain additional terms or conditions, such as library maintenance agreements or Licensing Agreements, must be disclosed to the Authorized User during the RFQ process or at the time of order submission and receive pre-approval by the Authorized User prior to ordering Products and services.

If Contractors have terms or fees associated with Databases, including, but not limited to, Back File Access or Database Customizations (changes to the function, layout, and/or appearance of a Database which does not alter the Database content), Contractor shall include the pricing methodology and Net Price on their price list. Any such fees shall be listed separately on invoices.

Upon termination of the Contract, all terms and conditions shall survive in accordance with their terms as to procurements made or individual licenses granted to Authorized Users prior to such termination.

Terms that conflict with the terms of Appendix A, the Solicitation, Appendix B, or any resultant Contract shall not be enforceable.

D. Lot 4 - Library Resource Management and Research Support Products Performance Requirements

1. General Performance:
Contractor shall furnish Products as specified and in accordance with Authorized User performance requirements. Multi-Year Licenses: Contractor may offer multi-year licenses.
2. System Availability
Library Resource Management and Research Support Products shall be functional at least 99% of the time.
3. Scheduled Maintenance
Contractor must notify Authorized Users at least 48 hours prior to scheduled maintenance that interrupts End User access to Library Resource Management and Research Support Products. OGS requests that scheduled maintenance NOT be performed during normal Business Days.
4. Contractor Licensing Terms and Conditions:
If Licensing Agreements, shrink-wrap or click-wrap agreements are associated with Library Resource Management and Research Support Products, it is the responsibility of the Contractor to offer only those Library Resource Management and Research Support Products that satisfy the license terms and conditions of the Award. License terms that conflict with the terms of Appendix A, Appendix B, the Solicitation, or any resultant Contract shall not be enforceable.

Contractor must disclose any forms, "click-through", "shrink wrap" or other pass-through or licensing/subscription terms and conditions or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases, during the RFQ process or prior to order. Documents that contain additional terms or conditions, such as library maintenance agreements or Licensing Agreements, must be disclosed to the Authorized User during the RFQ process or at the time of order submission and receive pre-approval by the Authorized User prior to ordering Products and services.

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CONTRACT TERM AND EXTENSIONS:

- A. Base Term: The base Contract term shall begin on the later of The later of (i) September 1, 2022, or (ii) the date of OSC approval of the final, executed contract documents and consistent with the MOU, and shall continue through and including August 31, 2027. All OGS Centralized Contracts shall have a co-terminus end date, including those Contracts awarded during any subsequent periodic recruitment.
- B. Extensions: At the State's option, and subject to the approval of OSC and consistent with the MOU, the Contract may be extended for five (5) years, in increments as deemed to be in the best interest of the State. Whether the optional extensions are exercised is at the sole discretion of the State. A Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to any additional applicable statutory and policy requirements. Any extensions provided under this section shall apply in addition to any rights set forth in Appendix B, Section 23, *Contract Term – Extension*.
- C. The Contract term provided for in this section shall extend six months beyond its termination date only for Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. During the six-month period, the definition of Authorized User shall be deemed to refer only to Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph shall be upon the then-existing terms and conditions; provided, however, during such extension an Authorized User, as defined in this paragraph, may agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g., changes in minimum, prevailing or living wages, or regulated services).

SHORT-TERM EXTENSION:

This section shall apply in addition to any rights set forth in Appendix B, Section 23, *Contract Term – Extension*. In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to 30 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to 90 calendar days in lieu of 30 calendar days. However, this extension automatically terminates should a replacement Contract be issued in the interim.

PERIODIC RECRUITMENT:

This Contract allows for periodic recruitment of additional Contractors during the term of the Contract. Recruitment periods are optional at the discretion of the State. Additional recruitment periods will be advertised in the NYS Contract Reporter. Bidder must register with the New York State Contract Reporter at <https://www.nyscr.ny.gov> in order to receive notifications regarding any periodic recruitments under this Award. Bids shall be evaluated under substantially the same terms and conditions as the original Bids. Bidders shall also be required to submit necessary documentation for any additional applicable statutory requirements in effect at the time of the new Solicitation.

Once awarded a Contract, a Contractor may not resubmit a Bid for future consideration for Lots covered by the scope of the awarded Contract. In addition, if a Bid is deemed non-responsive during the initial Solicitation or any recruitment period, a Bidder cannot reapply for a future Contract until the next recruitment period.

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REQUEST TO ADD A LOT TO AN EXISTING CONTRACT:

Contractors may request to add a Lot to their existing Contract by submitting a written request to OGS on company letterhead. A request to add a Lot(s) must be accompanied by all information required in this Solicitation or most recent Periodic Solicitation, specifically the Bidder Qualifications and Method of Award sections for the respective Lot(s) the Contractor would like to add. Contractor shall not quote or offer Products or services that are the subject of a request to add a Lot until receipt of approval from OGS. Please note: The timeframe for proof of verifiable sales shall be shifted accordingly. Contractors must demonstrate the minimum verifiable sales during the 36-month period preceding the date the add request was submitted.

ACCESSIBILITY OF WEB-BASED INFORMATION AND APPLICATIONS POLICY:

Contractor is solely responsible for administration, content, intellectual property rights and all materials on Contractor's website. Contractor is solely responsible for its actions and those of its agents, employees, Subcontractors or assigns, and agrees that neither Contractor nor any of the foregoing has any authority to act or speak on behalf of the State. As applicable, Contractor agrees to comply with the Office of Information Technology Services policy NYS-P08-005 Accessibility of Web-Based Information and Applications, as may be amended, the stated purpose of which is to make State Agency Web-based intranet and internet information accessible for persons with disabilities. The following language is incorporated into any Contract resulting from this Solicitation:

Any web-based information and applications development, or programming delivered pursuant to the Contract or procurement, will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified or superseded, which requires that State Agency web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Enterprise IT Policy NYS-P08-005. Quality assurance testing may be conducted by the State and the results of such testing, if performed, must be satisfactory to the State before web-based information and applications will be considered a qualified deliverable under the Contract or procurement.

CONTRACT ADMINISTRATION:

The Contractor shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Contractor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekends/holidays.

Contractor shall provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Contractor must notify OGS within five Business Days if its Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

INSURANCE REQUIREMENTS:

The Contractor shall maintain in force at all times during the terms of the Contract, policies of insurance pursuant to the requirements outlined in Attachment 4 – *Insurance Requirements*.

REPORT OF CONTRACT USAGE:

Contractor shall submit Attachment 8 – *Report of Contract Usage*, including total sales to Authorized Users of this Contract *no later than 15 days after the close of each six-month period*. If the Contract period begins or ends in a fractional portion of a reporting period, only the actual Contract sales for this fractional period should be included in the biannual report.

The report is to be submitted electronically via e-mail in Microsoft Excel to OGS Procurement Services, to the attention of the individual listed on the front page of the Contract Award Notification and shall reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name. If bundled Products are sold, the report shall include the individual breakdown of Products that make up the bundle, including the Net Pricing for the Products.

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The report in Attachment 8 – *Report of Contract Usage* contains the minimum information required. Additional related sales information, such as detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis may result in Contract suspension and/or cancellation and designation of Contractor as non-responsible.

AUTHORIZED USER SALES REPORTS:

Upon written request by an Authorized User, the Contractor shall furnish to such Authorized User, monthly, a report listing the following: name of Products purchased, quantity purchased, unit price and total dollar volume of purchases.

**CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE
CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL
OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN:**

New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”), the New York State Office of General Services (“OGS”) is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-Owned Business Enterprises (“MWBES”) and the employment of minority group members and women in the performance of OGS contracts.

General Provisions

OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for MWBEs. Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State, or local laws.

Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, suspension or termination of the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.

Equal Employment Opportunity (EEO)

The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the “Work”) except where the Work is for the beneficial use of the Contractor.

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1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.
2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

Form EEO 100 – Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

**Form EEO - 101 - Workforce Utilization Reporting Form (Commodities and Services)
("Form EEO-101-Commodities and Services")**

1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.
2. Separate forms shall be completed by Contractor and all subcontractors.
3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

Contractor shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal and conviction and prior arrest.

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Contract Goals

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good-faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newycontracts.com/FrontEnd/SupplierSearchPublic.asp?TN=ny&XID=2528>.

Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women’s Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development (“ESD”) MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD’s Division of Minority and Women’s Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/MWBE>

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES:

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract.

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Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/Veterans/>

Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteranDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

NEW YORK STATE FINANCIAL SYSTEM (SFS):

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.2. SFS supports requisition-to-payment processing and financial management functions.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure Products in SFS. This application provides catalog capabilities. Contractors with Centralized Contracts have the ability to provide a "hosted" or "punch-out" catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. Additional information may be found at: <https://ogs.ny.gov/procurement/emarketplace>

There are no fees required for a Contractor's participation in the catalog site development or management. Upon completion and activation of an online catalog, State Agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State may be implementing additional PeopleSoft modules in the near future. Further information regarding business processes, interfaces, and file layouts currently in place may be found at: <http://www.sfs.ny.gov> and <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

USE OF RECYCLED OR REMANUFACTURED MATERIALS:

New York State supports and encourages Contractors to use recycled, remanufactured or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health or safety requirements or Product specifications contained herein. Refurbished or remanufactured components or Products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Solicitation. Warranties on refurbished or remanufactured components or Products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See Appendix B, *Remanufactured, Recycled, Recyclable or Recovered Materials*.

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BULK DELIVERY AND ALTERNATE PACKAGING:

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A Contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the Product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

SURPLUS/TAKE-BACK/RECYCLING:

1. A State Agency is reminded of its obligation to comply with the NY State Finance Law § 167, Transfer and Disposal of Personal Property, and § 168, The Management of Surplus Computer Equipment, regarding transfer and disposal of surplus personal property before utilizing take-back, recycling, or other options for disposition of equipment that is still in operable condition.
2. If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to each Authorized User who participates in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws. See Section III below for specific requirements governing electronic equipment recycling.
3. The NYS Department of Environmental Conservation (“DEC”) Electronic Equipment Recycling and Reuse Act (“Act”) (Environmental Conservation Law, Article 27, Title 26, Electronic Equipment Recycling and Reuse), requires manufacturers to establish a convenient system for the collection, handling of, and recycling or reuse of electronic waste. If Contractor is a manufacturer of electronic equipment covered by the Act, Contractor agrees to comply with the requirements of the Act. More information regarding the Act can be found on the DEC website at: <http://www.dec.ny.gov/chemical/65583.html>
4. If a Contractor offers a take-back/recycling program or offers an electronic equipment recycling program pursuant to the Act, and an Authorized User participates in same, then the Authorized User shall ensure the destruction of all data from any hard drives surrendered with the machines/covered electronic equipment. Contractor shall not require an Authorized User to surrender the hard drive, as an Authorized User may wish to retain the hard drive for security purposes. Contractor shall advise the Authorized User in advance if the retention of the hard drive results in additional fees or reduction in trade-in value. It is recommended that an Authorized User use a procedure for ensuring the destruction of confidential data stored on hard drives or other storage media that meets or exceeds the National Institute of Standards and Technology (“NIST”) Guidelines for Media Sanitation as found in NIST Special Publication 800-88.

ENVIRONMENTAL ATTRIBUTES AND NYS EXECUTIVE ORDER NUMBER 4:

New York State is committed to environmental sustainability and endeavors to procure Products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on State Agencies, authorities, and public benefit corporations when procuring Products. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at <https://ogs.ny.gov/greenny/>. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order and to incorporate them, as applicable, when making purchases under this Contract.

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CONSUMER PRODUCTS CONTAINING MERCURY:

Contractor shall comply with the requirements of Title 21 of Article 27 of the NYS Environmental Conservation Law regarding restrictions on the sale, purchasing, labeling and management of any products containing elemental mercury under this Contract.

OVERLAPPING CONTRACT PRODUCTS:

Products available under the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost-effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

PREFERRED SOURCE PRODUCTS:

Section 162 of the State Finance Law requires that Authorized Users afford first priority to the Products of Preferred Source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law when such Products meet the form, function and utility of the Authorized User. Some Products in the resultant Contract may be available from one or more Preferred Sources. An Authorized User must determine if a particular Product is approved for a Preferred Source and follow the requirements of State Finance Law § 162(3) or (4)(b), respectively, before engaging the Contractor.

NEW YORK STATE VENDOR RESPONSIBILITY:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS issues a written notice authorizing a resumption of performance under the Contract.

The Contractor agrees that if it is found by the State that Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS at the Contractor's expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

(continued)

NEW YORK STATE TAX LAW SECTION 5-A:

Tax Law § 5-a requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than \$100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and Subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

A Contractor is required to file the completed and notarized Form ST-220-CA with the Bid to OGS certifying that the Contractor filed the ST-220-TD with DTF. Only Form ST-220-CA is required to be filed with OGS. The ST-220-CA can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf. The ST-220-TD can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf Contractor should complete and return the certification forms within five (5) Business Days of request (if the forms are not completed and returned with Bid submission). Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law. The ST-220-TD only needs to be filed once with DTF, unless the information changes for the Contractor, its affiliates, or its Subcontractors.

Vendors may call DTF at 518-485-2889 with questions or visit the DTF website at <https://www.tax.ny.gov/> for additional information.

“OGS OR LESS” GUIDELINES

Purchases of the Products included in the Contract are subject to the “OGS or Less” provisions of State Finance Law § 163(3)(a)(v). This means that State Agencies can purchase Products from sources other than the Contractor provided that such Products are substantially similar in form, function or utility to the Products herein and are (1) lower in price and/or (2) available under terms which are more economically efficient to the State Agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-Contract savings at least two Business Days prior to purchase. In addition, purchases made under “OGS or Less” flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Office of the State Comptroller and competitive bidding of requirements exceeding the discretionary threshold. State Agencies should refer to Procurement Council Guidelines for additional information.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, *Participation in Centralized Contracts*. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the *Price* clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS website (<https://online.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

(continued)

EXTENSION OF USE:

The Contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in any resultant Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

NEW ACCOUNTS:

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

CENTRALIZED CONTRACT MODIFICATIONS:

OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the parties. Modifications may take the form of an update or an amendment. "Updates" are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new Products or services at the same or better price level is an example of an update. "Amendments" are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.

Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new Products and services, make price level revisions, delete Products, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.

OGS reserves the right to consider modifications that are not specifically covered by the terms of the Centralized Contract but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.

Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B, *Modification of Contract Terms*.

SOFTWARE/FIRMWARE UPDATES:

Contractor shall provide at no charge all updates to any embedded software or firmware in the Product offered to customers generally.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS:

If required within the Authorized User Agreement, Contractor will provide verification of compliance with specific Federal, State and local regulations, laws and IT standards that the Authorized User is required to comply with. See Appendix C – Primary Security and Privacy Mandates.

SEVERABILITY

If any one or more of the provisions of this Contract shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Contract, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Contract.

UNANTICIPATED EXCESSIVE PURCHASE:

The State reserves the right to negotiate lower pricing or to advertise for Bids, for any unanticipated excessive purchase.

(continued)

AMERICANS WITH DISABILITIES ACT (ADA):

The federal ADA bars employment discrimination and requires all levels of government to provide necessary and reasonable accommodations to qualified workers with disabilities. Contractor is required to identify and offer any Products it manufactures or adapts that may be used or adapted for use by persons with visual, hearing, or any other physical disabilities. Although it is not mandatory for Bidder to have these Products in order to receive an award, it is necessary to identify any such Products offered that fall into the above category.

NOTICE: THIS CONTRACT AWARD NOTIFICATION CONTAINS A SUBSET OF INFORMATION FROM THE SOLICITATION. CONTRACTS RESULTING FROM SOLICITATION 23260 HAVE BEEN EXECUTED BY CONTRACT AWARD LETTER. THE CONTRACT AWARD LETTER SETS FORTH THE ORDER OF PRECEDENCE FOR THE TERMS AND CONDITIONS OF THE EXECUTED CONTRACTS. COMPLETE CONTRACT DETAILS INCLUDING TERMS AND CONDITIONS CAN BE FOUND IN THE SOLICITATION DOCUMENT DATED REVISED MAY 13, 2022.

(continued)

**State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____
 Address: _____ Title: _____
 _____ Date: _____
 _____ Phone: _____
 _____ E-mail: _____

Please detach or photocopy this form & return via e-mail to katherine.jezik@ogs.ny.gov or mail to:

NYS Office of General Services
 Procurement Services
 Katie Jezik, 38th Floor
 Corning Tower - Empire State Plaza
 Albany, New York 12242
 * * * * *

Warren County Public Defender's Office

2026 Initiatives, Goals & Workload Measures

The Public Defender's Office has a host of initiatives and goals that we are bringing to fruition in the year 2026.

2026 Initiatives & Goals:

Case Management Software/System:

It is our intention to replace a long overdue and outdated case management system, PDCMS with a new highly efficient program called LegalServer. This platform will allow lawyers to open and close files and insert progress notes in real time reducing the need of additional administrative labor currently devoted to opening and closing files. This system will reduce labor while freeing up invaluable clerical staff time to focus their energies on assisting attorneys with client services which will in turn increase efficiency and productively for department lawyers.

WestLaw Precision/Co-Counsel:

We are also very proud to bring to the forefront of legal services within the County of Warren AI capabilities. We are currently subscribing and training on a program called Westlaw Precision and Co-Counsel. This program will reduce legal research and writing time significantly and will provide excellent legal briefs and pleadings for and on behalf of the Public Defender's Clientele. This program is specifically designed for lawyers, is hallucination proof and will increase the quality of legal representation. This program is being used across the country by both Defense Counsel and Prosecution and in fact is being sought after by the Warren County DA's Office.

333 Glen Street:

And lastly, the biggest goal of our 2026 work year is we have finally and long last resolved the Public Defender's Office space shortage. With the invaluable assistance of the County Administrator, John Taflan and DPW Department Head, Kevin Hajos we have explored and located office space on the ninth floor of Monument Square at 333 Glen Street that will house the entire Warren County Public Defender Criminal Defense Bureau, leaving only 4 offices on the Municipal Center campus for those in the Family Court Bureau of the Public Defender's Office. The most exciting item concerning this is that thanks to the efforts of our First Assistant Public Defender and our ILS – Data Officer, they have been able to secure state funding for this leased space for this year and into the future.

2026 Workload Measures: We propose quarterly monitoring by departmental administrative officials and reporting any problems and progress to the Criminal Justice, Public Safety & Emergency Services Committee.

LegalServer: On-Boarding is secured and underway. Continued financial support for yearly subscription fees and 2026 budget for concierge services. 2026 will be set for training all staff and securing necessary IT connections.

WestLaw: Precision/Co-Counsel: Subscription forthcoming to replace current WestLaw (basic) subscription and current LexisNexis subscriptions.

Lease: New lease underway for review to replace existing lease with no penalties.

WARREN COUNTY BUDGET SUMMARY SHEET
2026 PUBLIC DEFENDER OVERVIEW

Account Code			2024 Expenditures	2025 Adopted	2025 Amended	2026 Department Requests
A.1171	WC		\$871,465.97	\$1,044,642.00	\$1,068,922.42	\$1,065,298.00
	4200	CAFA	\$75,512.39	\$107,355.00	\$107,355.00	\$110,474.00
	4201	UQICR	\$129,280.02	\$128,529.00	\$128,529.00	\$130,406.00
	4202	HH	\$785,158.98	\$1,196,321.00	\$1,213,478.83	\$1,280,574.00
	4203	Dist	\$28,120.12	\$28,549.00	\$28,549.00	\$0.00
	4204	Dist	\$45,746.89	\$42,692.00	\$42,692.00	\$0.00
	4606	Dist #14	\$44,832.06	\$57,876.00	\$57,876.00	\$136,509.00
	4212	DCJS-Supp		\$0.00	\$139,737.29	\$135,521.00
	4213	DCJS-Disc		\$0.00	\$139,737.29	\$63,600.00
	4214	Fam Def		\$0.00	\$233,500.00	\$117,287.00
TOTALS			\$1,980,116.43	\$2,605,964.00	\$3,160,376.83	\$3,039,669.00

Account Code			2024 Revenues	2025 Adopted	2025 Amended	2026 Department Requests
A.1171	WC		\$0.00	\$0.00	\$27,506.92	\$0.00
	4200	CAFA	\$75,512.39	\$107,355.00	\$107,355.00	\$110,474.00
	4201	UQICR	\$129,280.02	\$128,529.00	\$128,529.00	\$130,406.00
	4202	HH	\$774,676.99	\$1,196,321.00	\$1,196,321.00	\$1,280,574.00
	4203	Dist	\$28,120.12	\$28,549.00	\$28,549.00	\$0.00
	4204	Dist	\$45,746.89	\$42,692.00	\$42,692.00	\$0.00
	4606	Dist #14	\$44,832.06	\$57,876.00	\$57,876.00	\$136,509.00
	4212	DCJS-Supp		\$0.00	\$139,737.29	\$135,521.00
	4213	DCJS-Disc		\$0.00	\$139,737.29	\$63,600.00
	4214	Fam Def		\$0.00	\$233,500.00	\$117,287.00
TOTALS			\$1,098,168.47	\$1,561,322.00	\$2,101,803.50	\$1,974,371.00

TOTAL SUMMARY			\$881,947.96	\$1,044,642.00	\$1,058,573.33	\$1,065,298.00
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PLEASE NOTE: THIS FORM MUST BE ACCOMPANIED BY ALL DETAILED BUDGET SHEETS

WARREN COUNTY BUDGET SUMMARY SHEET

PRIOR YEAR EXPENDITURES AND REQUEST FOR 2026 APPROPRIATIONS

REQUEST SUBMISSION TO THE CLERK OF THE BOARD OF SUPERVISORS

NAME OF DEPARTMENT: Public Defender
BUDGET ACCOUNT CODE: A.1171

OBJECT CODES	2024 EXPENDITURES	2025 ADOPTED	2025 AMENDED	2026 DEPARTMENT REQUESTS
100's PERSONAL SERVICES	\$640,939.13	\$754,709.00	\$754,709.00	\$751,691.00
200's EQUIPMENT		\$0.00	\$27,506.92	\$0.00
400's CONTRACTUAL	\$29,527.88	\$26,524.00	\$23,297.50	\$26,524.00
800's EMPLOYEE BENEFITS	\$200,998.96	\$263,409.00	\$263,409.00	\$287,083.00
TOTALS	\$871,465.97	\$1,044,642.00	\$1,068,922.42	\$1,065,298.00

2024 REVENUES	2025 ADOPTED REVENUES	2025 AMENDED REVENUES	2026 DEPARTMENT REQUESTS
\$0.00	\$0.00	\$27,506.92	\$0.00

SIGNED: Gregory Carole
DEPARTMENT HEAD
TITLE: Public Defender
DATE: 9/5/25

Account	Account Description	2024 Actual Amount	2025 Adopted Budget	2025 Amended Budget	2025 Actual Amount	2026 Departmental Request
Fund	A - General					
	REVENUE					
	Department 1171 - Public Defender					
	<i>Sale of Property And Compensation for Loss</i>					
2680	Insurance Recoveries	.00	.00	.00	4,754.50	.00
	<i>Sale of Property And Compensation for Loss Totals</i>	\$0.00	\$0.00	\$0.00	\$4,754.50	\$0.00
	<i>Proceeds of Obligations</i>					
5781	Subscription-Based IT Arrangement	.00	.00	27,506.92	27,506.92	.00
	<i>Proceeds of Obligations Totals</i>	\$0.00	\$0.00	\$27,506.92	\$27,506.92	\$0.00
	Department 1171 - Public Defender Totals	\$0.00	\$0.00	\$27,506.92	\$32,261.42	\$0.00
	REVENUE TOTALS	\$0.00	\$0.00	\$27,506.92	\$32,261.42	\$0.00

Account	Account Description	2024 Actual Amount	2025 Adopted Budget	2025 Amended Budget	2025 Actual Amount	2026 Departmental Request
Fund A - General						
EXPENSE						
Department 1171 - Public Defender						
<i>Personal Services</i>						
110	Salaries - Regular	586,156.52	677,558.00	677,558.00	381,408.02	677,553.00
130	Salaries - Part Time	54,782.61	77,151.00	77,151.00	36,207.02	74,138.00
<i>Personal Services Totals</i>		\$640,939.13	\$754,709.00	\$754,709.00	\$417,615.04	\$751,691.00
<i>Contractual Expense</i>						
410	Supplies	6,475.01	4,750.00	5,798.50	4,367.78	4,750.00
418	Ins-General Liability	4,754.50	.00	.00	.00	.00
423	Telephone	729.96	2,166.00	2,166.00	456.94	2,166.00
424	Postage	1,503.78	2,233.00	2,233.00	809.77	2,233.00
426	Subscriptions	4,500.00	4,275.00	.00	.00	4,275.00
427	Memberships & Dues	948.96	926.00	926.00	.00	926.00
428	Data Processing & Internet Fees	1,837.58	565.00	565.00	435.00	565.00
436	Advertising Fees	.00	950.00	950.00	.00	950.00
437	Consulting Fees	3,050.00	2,256.00	2,256.00	.00	2,256.00
439	Misc Fees & Expenses	133.49	2,067.00	2,067.00	.00	2,067.00
440	Legal/Transcript Fees	1,345.90	1,615.00	1,615.00	1,053.40	1,615.00
444	Travel/Education/Conference	1,543.70	2,227.00	2,227.00	621.20	2,227.00
470	Contract	2,705.00	2,494.00	2,494.00	.00	2,494.00
<i>Contractual Expense Totals</i>		\$29,527.88	\$26,524.00	\$23,297.50	\$7,744.09	\$26,524.00
Comments						
	<i>Account</i>	<i>Level</i>	<i>Comment</i>			
	411	Departmental Request	New Lease Space at 333 Glen Street			
	426	Departmental Request	WestLaw Precision/Co-Counsel			
<i>Employee Benefits</i>						
810	Retirement	54,081.07	105,991.00	105,991.00	61,796.30	119,015.00
830	Social Security	38,002.56	46,790.00	46,790.00	24,736.37	46,601.00
831	Medicare Contribution	8,887.77	10,943.00	10,943.00	5,785.09	10,898.00
860	Hospitalization	82,668.46	79,180.00	79,180.00	48,321.08	91,345.00
865	Dental Insurance	1,265.74	1,114.00	1,114.00	829.97	1,415.00
<i>Employee Benefits Totals</i>		\$184,905.60	\$244,018.00	\$244,018.00	\$141,468.81	\$269,274.00
<i>Capital Outlay</i>						
225	Subscription-Based IT Arrangement	.00	.00	27,506.92	27,506.92	.00
<i>Capital Outlay Totals</i>		\$0.00	\$0.00	\$27,506.92	\$27,506.92	\$0.00

Account	Account Description	2024 Actual Amount	2025 Adopted Budget	2025 Amended Budget	2025 Actual Amount	2026 Departmental Request
Fund A - General						
EXPENSE						
Department 1171 - Public Defender						
<i>Other Benefits</i>						
840	Workmen's Compensation	7,234.00	7,400.00	7,400.00	7,400.00	5,733.00
861	Retirees Hospitalization	7,062.26	9,741.00	9,741.00	6,409.20	10,576.00
862	Health Insurance Cost Reimbursement	1,797.10	2,250.00	2,250.00	401.90	1,500.00
	<i>Other Benefits Totals</i>	\$16,093.36	\$19,391.00	\$19,391.00	\$14,211.10	\$17,809.00
Department 1171 - Public Defender Totals		\$871,465.97	\$1,044,642.00	\$1,068,922.42	\$608,545.96	\$1,065,298.00
EXPENSE TOTALS		\$871,465.97	\$1,044,642.00	\$1,068,922.42	\$608,545.96	\$1,065,298.00
Fund A - General Totals						
REVENUE TOTALS		\$0.00	\$0.00	\$27,506.92	\$32,261.42	\$0.00
EXPENSE TOTALS		\$871,465.97	\$1,044,642.00	\$1,068,922.42	\$608,545.96	\$1,065,298.00
Fund A - General Totals		(\$871,465.97)	(\$1,044,642.00)	(\$1,041,415.50)	(\$576,284.54)	(\$1,065,298.00)
Net Grand Totals						
REVENUE GRAND TOTALS		\$0.00	\$0.00	\$27,506.92	\$32,261.42	\$0.00
EXPENSE GRAND TOTALS		\$871,465.97	\$1,044,642.00	\$1,068,922.42	\$608,545.96	\$1,065,298.00
Net Grand Totals		(\$871,465.97)	(\$1,044,642.00)	(\$1,041,415.50)	(\$576,284.54)	(\$1,065,298.00)

PLEASE NOTE: THIS FORM MUST BE ACCOMPANIED BY ALL DETAILED BUDGET SHEETS

WARREN COUNTY BUDGET SUMMARY SHEET

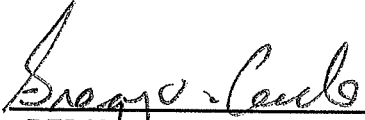
PRIOR YEAR EXPENDITURES AND REQUEST FOR 2026 APPROPRIATIONS

REQUEST SUBMISSION TO THE CLERK OF THE BOARD OF SUPERVISORS

NAME OF DEPARTMENT: Public Defender - Counsel At First Appearance
BUDGET ACCOUNT CODE: A.1171 4200

OBJECT CODES	2024 EXPENDITURES	2025 ADOPTED	2025 AMENDED	2026 DEPARTMENT REQUESTS
100's PERSONAL SERVICES	\$61,532.36	\$84,377.00	\$84,377.00	\$84,372.00
400's CONTRACTUAL				\$0.00
800's EMPLOYEE BENEFITS	\$13,980.03	\$22,978.00	\$22,978.00	\$26,102.00
TOTALS	\$75,512.39	\$107,355.00	\$107,355.00	\$110,474.00

2024 REVENUES	2025 ADOPTED REVENUES	2025 AMENDED REVENUES	2026 DEPARTMENT REQUESTS
\$75,512.39	\$107,355.00	\$107,355.00	\$110,474.00

SIGNED: 
DEPARTMENT HEAD
TITLE: Public Defender
DATE: 9/5/25

Account	Account Description	2024 Actual Amount	2025 Adopted Budget	2025 Amended Budget	2025 Actual Amount	2026 Departmental Request
Fund	A - General					
	REVENUE					
	Department 1171 - Public Defender					
	Sub Department 4200 - Counsel At First Appearance					
	<i>State Aid</i>					
3045	Office of Indigent Legal Services Distribution	75,512.39	107,355.00	107,355.00	.00	110,474.00
	<i>State Aid Totals</i>	\$75,512.39	\$107,355.00	\$107,355.00	\$0.00	\$110,474.00
	Sub Department 4200 - Counsel At First Appearance	\$75,512.39	\$107,355.00	\$107,355.00	\$0.00	\$110,474.00
	Totals	\$75,512.39	\$107,355.00	\$107,355.00	\$0.00	\$110,474.00
	Department 1171 - Public Defender Totals	\$75,512.39	\$107,355.00	\$107,355.00	\$0.00	\$110,474.00
	REVENUE TOTALS	\$75,512.39	\$107,355.00	\$107,355.00	\$0.00	\$110,474.00

Account	Account Description	2024 Actual Amount	2025 Adopted Budget	2025 Amended Budget	2025 Actual Amount	2026 Departmental Request
Fund A - General						
EXPENSE						
Department 1171 - Public Defender						
Sub Department 4200 - Counsel At First Appearance						
<i>Personal Services</i>						
110	Salaries - Regular	61,532.36	84,377.00	84,377.00	56,206.77	84,372.00
	<i>Personal Services Totals</i>	\$61,532.36	\$84,377.00	\$84,377.00	\$56,206.77	\$84,372.00
<i>Employee Benefits</i>						
810	Retirement	6,473.91	10,378.00	10,378.00	6,605.81	11,559.00
830	Social Security	3,746.58	5,231.00	5,231.00	3,370.02	5,231.00
831	Medicare Contribution	876.22	1,223.00	1,223.00	788.16	1,223.00
860	Hospitalization	2,723.81	6,026.00	6,026.00	5,116.74	7,979.00
865	Dental Insurance	53.23	120.00	120.00	77.78	110.00
	<i>Employee Benefits Totals</i>	\$13,873.75	\$22,978.00	\$22,978.00	\$15,958.51	\$26,102.00
<i>Other Benefits</i>						
862	Health Insurance Cost Reimbursement	106.28	.00	.00	.00	.00
	<i>Other Benefits Totals</i>	\$106.28	\$0.00	\$0.00	\$0.00	\$0.00
Sub Department 4200 - Counsel At First Appearance Totals						
		\$75,512.39	\$107,355.00	\$107,355.00	\$72,165.28	\$110,474.00
Department 1171 - Public Defender Totals						
		\$75,512.39	\$107,355.00	\$107,355.00	\$72,165.28	\$110,474.00
	EXPENSE TOTALS	\$75,512.39	\$107,355.00	\$107,355.00	\$72,165.28	\$110,474.00
Fund A - General Totals						
	REVENUE TOTALS	\$75,512.39	\$107,355.00	\$107,355.00	\$0.00	\$110,474.00
	EXPENSE TOTALS	\$75,512.39	\$107,355.00	\$107,355.00	\$72,165.28	\$110,474.00
Fund A - General Totals						
		\$0.00	\$0.00	\$0.00	(\$72,165.28)	\$0.00
<i>Net Grand Totals</i>						
	REVENUE GRAND TOTALS	\$75,512.39	\$107,355.00	\$107,355.00	\$0.00	\$110,474.00
	EXPENSE GRAND TOTALS	\$75,512.39	\$107,355.00	\$107,355.00	\$72,165.28	\$110,474.00
Net Grand Totals						
		\$0.00	\$0.00	\$0.00	(\$72,165.28)	\$0.00

PLEASE NOTE: THIS FORM MUST BE ACCOMPANIED BY ALL DETAILED BUDGET SHEETS

WARREN COUNTY BUDGET SUMMARY SHEET

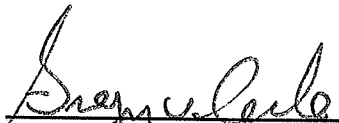
PRIOR YEAR EXPENDITURES AND REQUEST FOR 2026 APPROPRIATIONS

REQUEST SUBMISSION TO THE CLERK OF THE BOARD OF SUPERVISORS

NAME OF DEPARTMENT: Public Defender - Upstate Quality Improvement
BUDGET ACCOUNT CODE: A.1171 4201

OBJECT CODES	2024 EXPENDITURES	2025 ADOPTED	2025 AMENDED	2026 DEPARTMENT REQUESTS
100's PERSONAL SERVICES	\$101,239.73	\$100,035.00	\$100,035.00	\$100,253.00
200's EQUIPMENT				\$0.00
400's CONTRACTUAL	\$1,429.85			\$0.00
800's EMPLOYEE BENEFITS	\$26,610.44	\$28,494.00	\$28,494.00	\$30,153.00
TOTALS	\$129,280.02	\$128,529.00	\$128,529.00	\$130,406.00

2024 REVENUES	2025 ADOPTED REVENUES	2025 AMENDED REVENUES	2026 DEPARTMENT REQUESTS
\$129,280.02	\$128,529.00	\$128,529.00	\$130,406.00

SIGNED: 
DEPARTMENT HEAD
TITLE: Public Defender
DATE: 9/5/25

Account	Account Description	2024 Actual Amount	2025 Adopted Budget	2025 Amended Budget	2025 Actual Amount	2026 Departmental Request
Fund	A - General					
	REVENUE					
	Department 1171 - Public Defender					
	Sub Department 4201 - Upstate Quality Improvement					
	<i>State Aid</i>					
3045	Office of Indigent Legal Services Distribution	129,280.02	128,529.00	128,529.00	.00	130,406.00
	<i>State Aid Totals</i>	\$129,280.02	\$128,529.00	\$128,529.00	\$0.00	\$130,406.00
	Sub Department 4201 - Upstate Quality Improvement Totals	\$129,280.02	\$128,529.00	\$128,529.00	\$0.00	\$130,406.00
	Department 1171 - Public Defender Totals	\$129,280.02	\$128,529.00	\$128,529.00	\$0.00	\$130,406.00
	REVENUE TOTALS	\$129,280.02	\$128,529.00	\$128,529.00	\$0.00	\$130,406.00

Account	Account Description	2024 Actual Amount	2025 Adopted Budget	2025 Amended Budget	2025 Actual Amount	2026 Departmental Request
Fund A - General						
EXPENSE						
Department 1171 - Public Defender						
Sub Department 4201 - Upstate Quality Improvement						
<i>Personal Services</i>						
110	Salaries - Regular	101,228.87	100,035.00	100,034.98	50,043.05	100,253.00
120	Salaries - Overtime	10.86	.00	.02	.01	.00
<i>Personal Services Totals</i>		\$101,239.73	\$100,035.00	\$100,035.00	\$50,043.06	\$100,253.00
<i>Contractual Expense</i>						
437	Consulting Fees	1,429.85	.00	.00	.00	.00
<i>Contractual Expense Totals</i>		\$1,429.85	\$0.00	\$0.00	\$0.00	\$0.00
<i>Employee Benefits</i>						
810	Retirement	11,053.44	12,304.00	12,304.00	6,200.20	13,732.00
830	Social Security	6,064.75	6,202.00	6,202.00	2,957.27	6,214.00
831	Medicare Contribution	1,418.32	1,450.00	1,450.00	691.65	1,454.00
860	Hospitalization	7,936.07	8,408.00	8,408.00	4,031.26	8,631.00
865	Dental Insurance	137.86	130.00	130.00	65.09	122.00
<i>Employee Benefits Totals</i>		\$26,610.44	\$28,494.00	\$28,494.00	\$13,945.47	\$30,153.00
Sub Department 4201 - Upstate Quality Improvement Totals		\$129,280.02	\$128,529.00	\$128,529.00	\$63,988.53	\$130,406.00
Department 1171 - Public Defender Totals		\$129,280.02	\$128,529.00	\$128,529.00	\$63,988.53	\$130,406.00
EXPENSE TOTALS		\$129,280.02	\$128,529.00	\$128,529.00	\$63,988.53	\$130,406.00
Fund A - General Totals						
REVENUE TOTALS		\$129,280.02	\$128,529.00	\$128,529.00	\$0.00	\$130,406.00
EXPENSE TOTALS		\$129,280.02	\$128,529.00	\$128,529.00	\$63,988.53	\$130,406.00
Fund A - General Totals		\$0.00	\$0.00	\$0.00	(\$63,988.53)	\$0.00
<i>Net Grand Totals</i>						
REVENUE GRAND TOTALS		\$129,280.02	\$128,529.00	\$128,529.00	\$0.00	\$130,406.00
EXPENSE GRAND TOTALS		\$129,280.02	\$128,529.00	\$128,529.00	\$63,988.53	\$130,406.00
Net Grand Totals		\$0.00	\$0.00	\$0.00	(\$63,988.53)	\$0.00

PLEASE NOTE: THIS FORM MUST BE ACCOMPANIED BY ALL DETAILED BUDGET SHEETS

WARREN COUNTY BUDGET SUMMARY SHEET

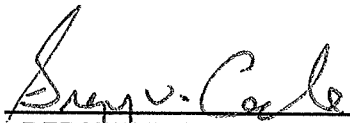
PRIOR YEAR EXPENDITURES AND REQUEST FOR 2026 APPROPRIATIONS

REQUEST SUBMISSION TO THE CLERK OF THE BOARD OF SUPERVISORS

NAME OF DEPARTMENT: Public Defender - Hurrell-Harring
BUDGET ACCOUNT CODE: A.1171 4202

OBJECT CODES	2024 EXPENDITURES	2025 ADOPTED	2025 AMENDED	2026 DEPARTMENT REQUESTS
100's PERSONAL SERVICES	\$553,085.83	\$845,272.00	\$845,272.00	\$836,991.00
200's EQUIPMENT	\$24,731.14	\$18,000.00	\$31,481.98	\$0.00
400's CONTRACTUAL	\$93,976.39	\$119,823.00	\$123,498.85	\$217,644.00
800's EMPLOYEE BENEFITS	\$113,365.62	\$213,226.00	\$213,226.00	\$225,939.00
TOTALS	\$785,158.98	\$1,196,321.00	\$1,213,478.83	\$1,280,574.00

2024 REVENUES	2025 ADOPTED REVENUES	2025 AMENDED REVENUES	2026 DEPARTMENT REQUESTS
\$774,676.99	\$1,196,321.00	\$1,196,321.00	\$1,280,574.00

SIGNED: 
DEPARTMENT HEAD
TITLE: Public Defender
DATE: 9/5/25

Account	Account Description	2024 Actual Amount	2025 Adopted Budget	2025 Amended Budget	2025 Actual Amount	2026 Departmental Request
Fund A - General						
REVENUE						
Department 1171 - Public Defender						
Sub Department 4202 - Hurrell-Harring						
<i>State Aid</i>						
3045	Office of Indigent Legal Services Distribution	774,676.99	1,196,321.00	1,196,321.00	.00	1,280,574.00
	<i>State Aid Totals</i>	\$774,676.99	\$1,196,321.00	\$1,196,321.00	\$0.00	\$1,280,574.00
	Sub Department 4202 - Hurrell-Harring Totals	\$774,676.99	\$1,196,321.00	\$1,196,321.00	\$0.00	\$1,280,574.00
	Department 1171 - Public Defender Totals	\$774,676.99	\$1,196,321.00	\$1,196,321.00	\$0.00	\$1,280,574.00
	REVENUE TOTALS	\$774,676.99	\$1,196,321.00	\$1,196,321.00	\$0.00	\$1,280,574.00

Account	Account Description	2024 Actual Amount	2025 Adopted Budget	2025 Amended Budget	2025 Actual Amount	2026 Departmental Request
Fund A - General						
EXPENSE						
Department 1171 - Public Defender						
Sub Department 4202 - Hurrell-Harring						
<i>Personal Services</i>						
110	Salaries - Regular	426,339.84	694,034.00	694,033.72	309,873.19	685,753.00
120	Salaries - Overtime	2,527.10	.00	.28	.14	.00
130	Salaries - Part Time	124,218.89	151,238.00	151,238.00	78,673.00	151,238.00
<i>Personal Services Totals</i>		\$553,085.83	\$845,272.00	\$845,272.00	\$388,546.33	\$836,991.00
<i>Equipment</i>						
210	Furniture/Furnishings	1,463.78	4,000.00	4,000.00	693.32	.00
220	Office Equipment	22,369.67	4,000.00	14,482.00	10,553.46	.00
260	Other Equipment	897.69	10,000.00	12,999.98	2,939.98	.00
<i>Equipment Totals</i>		\$24,731.14	\$18,000.00	\$31,481.98	\$14,186.76	\$0.00
<i>Contractual Expense</i>						
410	Supplies	4,068.87	10,240.00	18,928.85	11,585.75	15,933.00
411	Rent-Building/Property	15,600.00	15,600.00	15,600.00	10,400.00	80,775.00
423	Telephone	6,151.57	8,640.00	8,640.00	3,246.80	7,800.00
426	Subscriptions	13,746.24	15,988.00	10,975.00	8,494.82	37,320.00
427	Memberships & Dues	3,446.25	10,600.00	10,600.00	2,472.42	9,375.00
428	Data Processing & Internet Fees	1,423.90	3,255.00	3,255.00	1,839.00	8,835.00
437	Consulting Fees	38,362.05	38,000.00	38,000.00	23,536.20	37,500.00
439	Misc Fees & Expenses	.00	500.00	500.00	.00	500.00
440	Legal/Transcript Fees	660.00	2,000.00	2,000.00	190.00	2,500.00
444	Travel/Education/Conference	7,642.51	10,000.00	10,000.00	1,060.57	10,000.00
470	Contract	2,875.00	5,000.00	5,000.00	.00	7,106.00
<i>Contractual Expense Totals</i>		\$93,976.39	\$119,823.00	\$123,498.85	\$62,825.56	\$217,644.00
Comments						
	<i>Account</i>	<i>Level</i>	<i>Comment</i>			
	411	Departmental Request	New Lease Space at 333 Glen Street			
	426	Departmental Request	WestLaw Precision/Co-Counsel			
<i>Employee Benefits</i>						
810	Retirement	45,984.12	88,772.00	88,772.00	37,873.59	98,300.00
830	Social Security	33,402.09	52,407.00	52,407.00	23,292.16	51,891.00
831	Medicare Contribution	7,811.84	12,256.00	12,256.00	5,447.48	12,136.00
860	Hospitalization	25,692.34	58,118.00	58,118.00	25,714.81	61,904.00
865	Dental Insurance	475.23	923.00	923.00	455.27	958.00
<i>Employee Benefits Totals</i>		\$113,365.62	\$212,476.00	\$212,476.00	\$92,783.31	\$225,189.00

Account	Account Description	2024 Actual Amount	2025 Adopted Budget	2025 Amended Budget	2025 Actual Amount	2026 Departmental Request
Fund A - General						
EXPENSE						
Department 1171 - Public Defender						
Sub Department 4202 - Hurrell-Harring						
<i>Other Benefits</i>						
862	Health Insurance Cost Reimbursement	.00	750.00	750.00	750.00	750.00
	<i>Other Benefits Totals</i>	\$0.00	\$750.00	\$750.00	\$750.00	\$750.00
Sub Department 4202 - Hurrell-Harring Totals		\$785,158.98	\$1,196,321.00	\$1,213,478.83	\$559,091.96	\$1,280,574.00
Department 1171 - Public Defender Totals		\$785,158.98	\$1,196,321.00	\$1,213,478.83	\$559,091.96	\$1,280,574.00
EXPENSE TOTALS		\$785,158.98	\$1,196,321.00	\$1,213,478.83	\$559,091.96	\$1,280,574.00
Fund A - General Totals						
REVENUE TOTALS		\$774,676.99	\$1,196,321.00	\$1,196,321.00	\$0.00	\$1,280,574.00
EXPENSE TOTALS		\$785,158.98	\$1,196,321.00	\$1,213,478.83	\$559,091.96	\$1,280,574.00
Fund A - General Totals		(\$10,481.99)	\$0.00	(\$17,157.83)	(\$559,091.96)	\$0.00
Net Grand Totals						
REVENUE GRAND TOTALS		\$774,676.99	\$1,196,321.00	\$1,196,321.00	\$0.00	\$1,280,574.00
EXPENSE GRAND TOTALS		\$785,158.98	\$1,196,321.00	\$1,213,478.83	\$559,091.96	\$1,280,574.00
Net Grand Totals		(\$10,481.99)	\$0.00	(\$17,157.83)	(\$559,091.96)	\$0.00

PLEASE NOTE: THIS FORM MUST BE ACCOMPANIED BY ALL DETAILED BUDGET SHEETS

WARREN COUNTY BUDGET SUMMARY SHEET


PRIOR YEAR EXPENDITURES AND REQUEST FOR 2026 APPROPRIATIONS

REQUEST SUBMISSION TO THE CLERK OF THE BOARD OF SUPERVISORS

NAME OF DEPARTMENT: Public Defender - Quality Improve Funding-Dist #11
BUDGET ACCOUNT CODE: A.1171 4206

OBJECT CODES	2024 EXPENDITURES	2025 ADOPTED	2025 AMENDED	2026 DEPARTMENT REQUESTS
100's PERSONAL SERVICES	\$32,570.97	\$42,493.00	\$42,493.00	\$97,166.00
400's CONTRACTUAL	\$6,285.00	\$6,905.00	\$6,905.00	\$1,680.00
800's EMPLOYEE BENEFITS	\$5,976.09	\$8,478.00	\$8,478.00	\$37,663.00
TOTALS	\$44,832.06	\$57,876.00	\$57,876.00	\$136,509.00

2024 REVENUES	2025 ADOPTED REVENUES	2025 AMENDED REVENUES	2026 DEPARTMENT REQUESTS
\$44,832.06	\$57,876.00	\$57,876.00	\$136,509.00

SIGNED: 
DEPARTMENT HEAD
TITLE: Public Defender
DATE: 9/5/25

Account	Account Description	2024 Actual Amount	2025 Adopted Budget	2025 Amended Budget	2025 Actual Amount	2026 Departmental Request
Fund A - General						
REVENUE						
Department 1171 - Public Defender						
Sub Department 4206 - Quality Improve Funding-Dist #11						
<i>State Aid</i>						
3045	Office of Indigent Legal Services Distribution	44,832.06	57,876.00	57,876.00	.00	136,509.00
	<i>State Aid Totals</i>	\$44,832.06	\$57,876.00	\$57,876.00	\$0.00	\$136,509.00
	Sub Department 4206 - Quality Improve Funding-Dist #11 Totals	\$44,832.06	\$57,876.00	\$57,876.00	\$0.00	\$136,509.00
	Department 1171 - Public Defender Totals	\$44,832.06	\$57,876.00	\$57,876.00	\$0.00	\$136,509.00
	REVENUE TOTALS	\$44,832.06	\$57,876.00	\$57,876.00	\$0.00	\$136,509.00

Account	Account Description	2024 Actual Amount	2025 Adopted Budget	2025 Amended Budget	2025 Actual Amount	2026 Departmental Request
Fund A - General						
EXPENSE						
Department 1171 - Public Defender						
Sub Department 4206 - Quality Improve Funding-Dist #11						
<i>Personal Services</i>						
110	Salaries - Regular	--	32,570.97	42,493.00	42,493.00	24,321.34
	<i>Personal Services Totals</i>		\$32,570.97	\$42,493.00	\$42,493.00	\$24,321.34
						\$97,166.00
<i>Contractual Expense</i>						
437	Consulting Fees		6,285.00	6,905.00	6,905.00	3,000.00
	<i>Contractual Expense Totals</i>		\$6,285.00	\$6,905.00	\$6,905.00	\$3,000.00
						\$1,680.00
<i>Employee Benefits</i>						
810	Retirement		3,486.07	5,227.00	5,227.00	2,744.31
830	Social Security		2,018.05	2,635.00	2,635.00	1,477.34
831	Medicare Contribution		471.97	616.00	616.00	345.50
860	Hospitalization		.00	.00	.00	607.84
865	Dental Insurance		.00	.00	.00	9.24
	<i>Employee Benefits Totals</i>		\$5,976.09	\$8,478.00	\$8,478.00	\$5,184.23
						\$37,663.00
Sub Department 4206 - Quality Improve Funding-Dist #11 Totals			\$44,832.06	\$57,876.00	\$57,876.00	\$32,505.57
Department 1171 - Public Defender Totals			\$44,832.06	\$57,876.00	\$57,876.00	\$32,505.57
EXPENSE TOTALS			\$44,832.06	\$57,876.00	\$57,876.00	\$32,505.57
Fund A - General Totals						
REVENUE TOTALS			\$44,832.06	\$57,876.00	\$57,876.00	\$0.00
EXPENSE TOTALS			\$44,832.06	\$57,876.00	\$57,876.00	\$32,505.57
Fund A - General Totals			\$0.00	\$0.00	\$0.00	(\$32,505.57)
Net Grand Totals						
REVENUE GRAND TOTALS			\$44,832.06	\$57,876.00	\$57,876.00	\$0.00
EXPENSE GRAND TOTALS			\$44,832.06	\$57,876.00	\$57,876.00	\$32,505.57
Net Grand Totals			\$0.00	\$0.00	\$0.00	(\$32,505.57)

PLEASE NOTE: THIS FORM MUST BE ACCOMPANIED BY ALL DETAILED BUDGET SHEETS

WARREN COUNTY BUDGET SUMMARY SHEET


PRIOR YEAR EXPENDITURES AND REQUEST FOR 2026 APPROPRIATIONS

REQUEST SUBMISSION TO THE CLERK OF THE BOARD OF SUPERVISORS

NAME OF DEPARTMENT: Public Defender - Aid To Defense Supplemental
BUDGET ACCOUNT CODE: A.1171 4212

OBJECT CODES	2024 EXPENDITURES	2025 ADOPTED	2025 AMENDED	2026 DEPARTMENT REQUESTS
100's PERSONAL SERVICES		\$0.00	\$87,099.00	\$87,118.00
400's CONTRACTUAL		\$0.00	\$33,573.30	\$21,198.00
800's EMPLOYEE BENEFITS		\$0.00	\$19,064.99	\$27,205.00
TOTALS		\$0.00	\$139,737.29	\$135,521.00

2024 REVENUES	2025 ADOPTED REVENUES	2025 AMENDED REVENUES	2026 DEPARTMENT REQUESTS
\$0.00	\$0.00	\$139,737.29	\$135,521.00

SIGNED: 
DEPARTMENT HEAD
TITLE: Public Defender
DATE: 9/5/25

Account	Account Description	2024 Actual Amount	2025 Adopted Budget	2025 Amended Budget	2025 Actual Amount	2026 Departmental Request
Fund	A - General					
	REVENUE					
	Department 1171 - Public Defender					
	Sub Department 4212 - Aid To Defense Supplemental					
	<i>State Aid</i>					
3045	Office of Indigent Legal Services Distribution	.00	.00	139,737.29	.00	135,521.00
	<i>State Aid Totals</i>	\$0.00	\$0.00	\$139,737.29	\$0.00	\$135,521.00
	Sub Department 4212 - Aid To Defense Supplemental Totals	\$0.00	\$0.00	\$139,737.29	\$0.00	\$135,521.00
	Department 1171 - Public Defender Totals	\$0.00	\$0.00	\$139,737.29	\$0.00	\$135,521.00
	REVENUE TOTALS	\$0.00	\$0.00	\$139,737.29	\$0.00	\$135,521.00

Account	Account Description	2024 Actual Amount	2025 Adopted Budget	2025 Amended Budget	2025 Actual Amount	2026 Departmental Request
Fund A - General						
EXPENSE						
Department 1171 - Public Defender						
Sub Department 4212 - Aid To Defense Supplemental						
Personal Services						
110	Salaries - Regular	.00	.00	87,099.00	26,301.75	87,118.00
<i>Personal Services Totals</i>		\$0.00	\$0.00	\$87,099.00	\$26,301.75	\$87,118.00
<i>Contractual Expense</i>						
418	Ins-General Liability	.00	.00	4,754.50	.00	.00
437	Consulting Fees	.00	.00	28,818.80	28,818.80	21,198.00
<i>Contractual Expense Totals</i>		\$0.00	\$0.00	\$33,573.30	\$28,818.80	\$21,198.00
<i>Employee Benefits</i>						
810	Retirement	.00	.00	12,401.91	3,871.15	13,386.00
830	Social Security	.00	.00	5,400.14	1,575.59	5,410.00
831	Medicare Contribution	.00	.00	1,262.94	368.36	1,263.00
860	Hospitalization	.00	.00	.00	347.88	7,036.00
865	Dental Insurance	.00	.00	.00	6.16	110.00
<i>Employee Benefits Totals</i>		\$0.00	\$0.00	\$19,064.99	\$6,169.14	\$27,205.00
Sub Department 4212 - Aid To Defense Supplemental Totals		\$0.00	\$0.00	\$139,737.29	\$61,289.69	\$135,521.00
Department 1171 - Public Defender Totals		\$0.00	\$0.00	\$139,737.29	\$61,289.69	\$135,521.00
EXPENSE TOTALS		\$0.00	\$0.00	\$139,737.29	\$61,289.69	\$135,521.00
Fund A - General Totals						
REVENUE TOTALS		\$0.00	\$0.00	\$139,737.29	\$0.00	\$135,521.00
EXPENSE TOTALS		\$0.00	\$0.00	\$139,737.29	\$61,289.69	\$135,521.00
Fund A - General Totals		\$0.00	\$0.00	\$0.00	(\$61,289.69)	\$0.00
Net Grand Totals						
REVENUE GRAND TOTALS		\$0.00	\$0.00	\$139,737.29	\$0.00	\$135,521.00
EXPENSE GRAND TOTALS		\$0.00	\$0.00	\$139,737.29	\$61,289.69	\$135,521.00
Net Grand Totals		\$0.00	\$0.00	\$0.00	(\$61,289.69)	\$0.00

PLEASE NOTE: THIS FORM MUST BE ACCOMPANIED BY ALL DETAILED BUDGET SHEETS

WARREN COUNTY BUDGET SUMMARY SHEET

PRIOR YEAR EXPENDITURES AND REQUEST FOR 2026 APPROPRIATIONS

REQUEST SUBMISSION TO THE CLERK OF THE BOARD OF SUPERVISORS

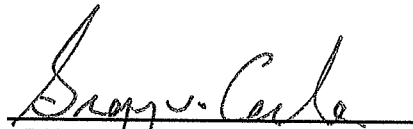
NAME OF DEPARTMENT: Public Defender - Aid To Defense Discovery Reform

BUDGET ACCOUNT CODE: A.1171 4213

OBJECT CODES	2024 EXPENDITURES	2025 ADOPTED	2025 AMENDED	2026 DEPARTMENT REQUESTS
200's EQUIPMENT		\$0.00	\$76,323.29	\$36,000.00
400's CONTRACTUAL		\$0.00	\$63,414.00	\$27,600.00
TOTALS		\$0.00	\$139,737.29	\$63,600.00

2024 REVENUES	2025 ADOPTED REVENUES	2025 AMENDED REVENUES	2026 DEPARTMENT REQUESTS
\$0.00	\$0.00	\$139,737.29	\$63,600.00

SIGNED:


DEPARTMENT HEAD

TITLE:

Public Defender

DATE:

9/5/25

Account	Account Description	2024 Actual Amount	2025 Adopted Budget	2025 Amended Budget	2025 Actual Amount	2026 Departmental Request
Fund	A - General					
	REVENUE					
	Department 1171 - Public Defender					
	Sub Department 4213 - Aid To Defense Discovery Reform					
	State Aid					
3047	Discovery Reform	.00	.00	139,737.29	.00	63,600.00
	<i>State Aid Totals</i>	\$0.00	\$0.00	\$139,737.29	\$0.00	\$63,600.00
	Sub Department 4213 - Aid To Defense Discovery Reform Totals	\$0.00	\$0.00	\$139,737.29	\$0.00	\$63,600.00
	Department 1171 - Public Defender Totals	\$0.00	\$0.00	\$139,737.29	\$0.00	-\$63,600.00
	REVENUE TOTALS	\$0.00	\$0.00	\$139,737.29	\$0.00	\$63,600.00

Account	Account Description	2024 Actual Amount	2025 Adopted Budget	2025 Amended Budget	2025 Actual Amount	2026 Departmental Request
Fund A - General						
EXPENSE						
Department 1171 - Public Defender						
Sub Department 4213 - Aid To Defense Discovery Reform						
<i>Equipment</i>						
210	Furniture/Furnishings	.00	.00	.00	.00	12,000.00
220	Office Equipment	.00	.00	49,107.76	.00	12,000.00
260	Other Equipment	.00	.00	27,215.53	.00	12,000.00
<i>Equipment Totals</i>		\$0.00	\$0.00	\$76,323.29	\$0.00	\$36,000.00
<i>Contractual Expense</i>						
426	Subscriptions	.00	.00	7,200.00	5,600.00	27,600.00
444	Travel/Education/Conference	.00	.00	7,314.00	.00	.00
470	Contract	.00	.00	48,900.00	48,900.00	.00
<i>Contractual Expense Totals</i>		\$0.00	\$0.00	\$63,414.00	\$54,500.00	\$27,600.00
Sub Department 4213 - Aid To Defense Discovery Reform Totals		\$0.00	\$0.00	\$139,737.29	\$54,500.00	\$63,600.00
Department 1171 - Public Defender Totals		\$0.00	\$0.00	\$139,737.29	\$54,500.00	\$63,600.00
EXPENSE TOTALS		\$0.00	\$0.00	\$139,737.29	\$54,500.00	\$63,600.00
Fund A - General Totals						
REVENUE TOTALS		\$0.00	\$0.00	\$139,737.29	\$0.00	\$63,600.00
EXPENSE TOTALS		\$0.00	\$0.00	\$139,737.29	\$54,500.00	\$63,600.00
Fund A - General Totals		\$0.00	\$0.00	\$0.00	(\$54,500.00)	\$0.00
Net Grand Totals						
REVENUE GRAND TOTALS		\$0.00	\$0.00	\$139,737.29	\$0.00	\$63,600.00
EXPENSE GRAND TOTALS		\$0.00	\$0.00	\$139,737.29	\$54,500.00	\$63,600.00
Net Grand Totals		\$0.00	\$0.00	\$0.00	(\$54,500.00)	\$0.00

PLEASE NOTE: THIS FORM MUST BE ACCOMPANIED BY ALL DETAILED BUDGET SHEETS

WARREN COUNTY BUDGET SUMMARY SHEET

PRIOR YEAR EXPENDITURES AND REQUEST FOR 2026 APPROPRIATIONS

REQUEST SUBMISSION TO THE CLERK OF THE BOARD OF SUPERVISORS

NAME OF DEPARTMENT: Public Defender - 4th Family Defense Quality Impr
 BUDGET ACCOUNT CODE: A.1171 4214

OBJECT CODES	2024 EXPENDITURES	2025 ADOPTED	2025 AMENDED	2026 DEPARTMENT REQUESTS
100's PERSONAL SERVICES		\$0.00	\$113,113.00	\$32,158.00
200's EQUIPMENT		\$0.00	\$18,000.00	\$5,600.00
400's CONTRACTUAL		\$0.00	\$72,273.00	\$70,238.00
800's EMPLOYEE BENEFITS		\$0.00	\$30,114.00	\$9,291.00
TOTALS		\$0.00	\$233,500.00	\$117,287.00

2024 REVENUES	2025 ADOPTED REVENUES	2025 AMENDED REVENUES	2026 DEPARTMENT REQUESTS
\$0.00	\$0.00	\$233,500.00	\$117,287.00

SIGNED: *Gregory A. Cule*
 DEPARTMENT HEAD
 TITLE: *Public Defenders*
 DATE: *9/5/25*

Account	Account Description	2024 Actual Amount	2025 Adopted Budget	2025 Amended Budget	2025 Actual Amount	2026 Departmental Request
Fund	A - General					
	REVENUE					
	Department 1171 - Public Defender					
	Sub Department 4214 - 4th Family Defense Quality Impr					
	<i>State Aid</i>					
3045	Office of Indigent Legal Services Distribution	.00	.00	233,500.00	.00	117,287.00
	<i>State Aid Totals</i>	\$0.00	\$0.00	\$233,500.00	\$0.00	\$117,287.00
	Sub Department 4214 - 4th Family Defense Quality Impr Totals	\$0.00	\$0.00	\$233,500.00	\$0.00	\$117,287.00
	Department 1171 - Public Defender Totals	\$0.00	\$0.00	\$233,500.00	\$0.00	\$117,287.00
	REVENUE TOTALS	\$0.00	\$0.00	\$233,500.00	\$0.00	\$117,287.00

Account	Account Description	2024 Actual Amount	2025 Adopted Budget	2025 Amended Budget	2025 Actual Amount	2026 Departmental Request
Fund A - General						
EXPENSE						
Department 1171 - Public Defender						
Sub Department 4214 - 4th Family Defense Quality Impr						
Personal Services						
110	Salaries - Regular	.00	.00	113,113.00	.00	32,158.00
<i>Personal Services Totals</i>		\$0.00	\$0.00	\$113,113.00	\$0.00	\$32,158.00
<i>Equipment</i>						
210	Furniture/Furnishings	.00	.00	12,000.00	.00	.00
220	Office Equipment	.00	.00	6,000.00	.00	5,600.00
<i>Equipment Totals</i>		\$0.00	\$0.00	\$18,000.00	\$0.00	\$5,600.00
<i>Contractual Expense</i>						
410	Supplies	.00	.00	12,873.00	.00	10,838.00
423	Telephone	.00	.00	1,200.00	.00	1,200.00
426	Subscriptions	.00	.00	2,700.00	.00	2,700.00
437	Consulting Fees	.00	.00	47,500.00	.00	47,500.00
444	Travel/Education/Conference	.00	.00	8,000.00	.00	8,000.00
<i>Contractual Expense Totals</i>		\$0.00	\$0.00	\$72,273.00	\$0.00	\$70,238.00
<i>Employee Benefits</i>						
810	Retirement	.00	.00	13,614.00	.00	4,407.00
830	Social Security	.00	.00	4,546.00	.00	1,995.00
831	Medicare Contribution	.00	.00	1,202.00	.00	466.00
860	Hospitalization	.00	.00	10,362.00	.00	2,390.00
865	Dental Insurance	.00	.00	390.00	.00	33.00
<i>Employee Benefits Totals</i>		\$0.00	\$0.00	\$30,114.00	\$0.00	\$9,291.00
Sub Department 4214 - 4th Family Defense Quality Impr Totals		\$0.00	\$0.00	\$233,500.00	\$0.00	\$117,287.00
Department 1171 - Public Defender Totals		\$0.00	\$0.00	\$233,500.00	\$0.00	\$117,287.00
EXPENSE TOTALS		\$0.00	\$0.00	\$233,500.00	\$0.00	\$117,287.00
Fund A - General Totals						
REVENUE TOTALS		\$0.00	\$0.00	\$233,500.00	\$0.00	\$117,287.00
EXPENSE TOTALS		\$0.00	\$0.00	\$233,500.00	\$0.00	\$117,287.00

Budget Worksheet Report

Budget Year 2026

Account	Account Description	2024 Actual Amount	2025 Adopted Budget	2025 Amended Budget	2025 Actual Amount	2026 Departmental Request
Fund	A - General Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Net Grand Totals					
	REVENUE GRAND TOTALS	\$0.00	\$0.00	\$233,500.00	\$0.00	\$117,287.00
	EXPENSE GRAND TOTALS	\$0.00	\$0.00	\$233,500.00	\$0.00	\$117,287.00
	Net Grand Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

2026 Salary Schedule (Position Budgeting)
Public Defender

Empl. #	Name	Position	Annual Earnings	Empl. Type	Benefit Group	Hire Date
	Jan1 Grade & Rate	Ann. Grade & Rate				
13104	Brothers, Erin N/A / \$35.34	Data Officer - Ind Legal Svcs N/A / \$35.34	\$73,506.00	Full Time	Out of UnitFT	8/21/2017
8870	Bruen, Kevin N/A / \$64.37	12th Asst Public Defender - PD N/A / \$64.37	\$53,558.00	Per Diem	Out of UnitPT	8/8/2023
13663	Canale, Gregory N/A / \$82.35	Public Defender N/A / \$82.35	\$149,871.00	Full Time	Appointed F/T	5/9/2022
13879	Cartmell, Seamus N/A / \$50.50	8th Assistant Public Defender N/A / \$50.50	\$91,919.00	Full Time	Appointed F/T	1/2/2024
10940	Ferguson, Jeffrey N/A / \$64.37	11th Asst Public Defender - PD N/A / \$64.37	\$53,558.00	Part Time	Per Diem	7/19/2021
9249	Flores, Marcy N/A / \$53.03	Coordinating Asst. PD - PT N/A / \$53.03	\$44,122.00	Part Time	Out of UnitPT	5/16/2022
14037	Greenhalgh, Caroline N/A / \$42.37	Law Intern #1 N/A / \$42.37	\$77,111.00	Full Time	Appointed F/T	1/6/2025
11254	Halloran, Nellie N/A / \$65.17	2nd Assistant Public Defender N/A / \$65.17	\$118,615.00	Full Time	Appointed F/T	2/8/2007
14102	Karp, Kortney 05-00 / \$20.91	Legal Clerk #1 05-01 / \$21.25	\$43,847.00	Full Time	CSEA/FT	7/2/2025
13724	Komon, Erin N/A / \$73.98	1st Assistant Public Defender N/A / \$73.98	\$134,644.00	Full Time	Appointed F/T	9/12/2022
11517	Liebert, Glenn N/A / \$54.18	4th Assistant Public Defender N/A / \$54.18	\$98,613.00	Full Time	Appointed F/T	7/1/2008
13721	Mason-Robarge, Marci N/A / \$33.59	Confidential Secretary N/A / \$33.59	\$55,889.00	Part Time	Out of UnitPT	9/7/2022
13712	Nicols, Benjamin N/A / \$61.19	Coordinating Asst. PD N/A / \$61.19	\$111,367.00	Full Time	Appointed F/T	8/1/2022

10692	Ringler, Susan 10-22 / \$30.79	Legal Clerk III #1 N/A / \$30.79	\$64,051.00	Full Time	CSEA/FT	1/1/2004
13416	Swertner, Dillon 14-05 / \$31.00	Case Manager - Public Defender 14-06 / \$31.00	\$64,490.00	Full Time	CSEA/FT	2/3/2020
13379	Terwilliger, Robert N/A / \$56.38	5th Assistant Public Defender N/A / \$56.38	\$102,614.00	Full Time	Appointed F/T	8/12/2019
14062	White, Justin N/A / \$56.08	6th Assistant Public Defender N/A / \$56.08	\$102,073.00	Full Time	Appointed F/T	3/24/2025
13599	Wodicka, Justin N/A / \$54.57	7th Assistant Public Defender N/A / \$54.57	\$99,318.00	Full Time	Appointed F/T	9/27/2021
		10th Assistant Public Defender N/A / \$6.15	\$11,196.00			
		13th Assistant Public Defender N/A / \$54.57	\$99,318.00			
		14th Assistant Public Defender N/A / \$6.15	\$11,196.00			
		3rd Assistant Public Defender N/A / \$64.30	\$117,024.00			
		9th Assistant Public Defender N/A / \$50.50	\$91,919.00			
		Investigator #2 N/A / \$35.10	\$18,249.00			
		Law Intern #2 N/A / \$42.37	\$77,111.00			
		On Call Pay - PD N/A / \$0.00	\$24,570.00			
			26			
			\$1,989,749.00			

2026 BUDGET - PERSONNEL REQUEST

DEPARTMENT NAME: Warren County Public Defender's Office

BUDGET CODE: A.1171.4214

TITLE OF POSITION: Case Manager – Public Defender

FOR NEW POSITIONS

Is the requested position: In Unit Out of Unit

Annual Base Salary (and Grade if Applicable): \$56,173 (CSEA Grade 14)

List any position(s) in the Department's Table of Organization being DELETED as a result of this request (Include annual Salary and grade if applicable): n/a

Is this a mandated position? If so, please explain: No

Is there expected Revenue from this position? If so, please explain: Yes, this position is fully reimbursed by the ILS Fourth Family Defense (Child Welfare)/C4THFD52 Grant

Is this a new title in your department? YES NO

If this is a new title in your department, the Human Resource Director must review and approve this form prior to being presented to the Budget Team.

Human Resource Director has approved the above title/classification (if required above) when initialed : _____

FOR OTHER PERSONNEL REQUESTS (Change in Employee Status FT/PT/Temp/Per Diem)

Description of Change: Click or tap here to enter text.

Justification for Request: Click or tap here to enter text.

Projected change in Salary Dollars: Click or tap here to enter text.

Is there expected Revenue impact from this change? If so, please explain: Click or tap here to enter text.

CASE MANAGER- PUBLIC DEFENDER

DISTINGUISHING FEATURES OF THE CLASS: An employee in this position is responsible for providing case management services to clients of the Public Defender's Office. Duties include assisting clients with economic, emotional, social and environmental difficulties through case management, assessments, development of service plans, assistance with forms, and coordination of formal and informal support services. The work is performed under the general supervision of the Public Defender. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Completes initial client assessment using a standardized assessment tool to determine need for services;
Works with clients to set up needed services with appropriate agencies and community programs;
Maintains case records, including service plans, case notes and monitoring reports;
Monitors and follows up the implementation of the individual service plans by linking clients with necessary providers and maintaining contact throughout the course of their case;
May arrange client appointments, transportation, lodging, interpreters and other services for needs in accordance with the client's service plan;
Assists clients in filling out forms for services and determining program eligibility;
Assists with referral of clients for services;
Reviews existing case records to reevaluate client situation in order to re-authorize service plans when changes are needed or when re-applying for renewable services;
Facilitates and participates in meetings with local resources as well as advocate for client's service plan needs;
Uses computer applications and other automated systems such as spreadsheets, word processing, calendar, e-mail and database software in performing work assignments;
Participates in meetings as necessary to meet the on-going needs of the client;
Performs other related duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Good knowledge of social casework principles and practices;
Good knowledge of the techniques involved in determining need for services and arranging for the provision of such services;
Ability to accurately and appropriately assess client's social needs and service plans;
Ability to establish and maintain effective working relationships with others;
Ability to communicate effectively both orally and in writing;
Ability to operate a personal computer and utilize common office software programs.

MINIMUM QUALIFICATIONS:

- A) Bachelor's degree or higher in social work, human services, criminal justice or another related field; or
- B) Associate's degree in social work, human services, or another related field and two (2) years of experience in either:
 - 1) the provision of case management services; or
 - 2) the field of criminal justice.

SPECIAL REQUIREMENT: Possession of a valid New York State driver's license at the time of appointment and throughout the term of employment in the title.

NOTE: Your degree must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If your degree was awarded by an educational institution outside the United States and its territories, you must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at <http://www.cs.ny.gov/jobseeker/degrees.cfm>. You must pay the required evaluation fee.

2026 BUDGET - PERSONNEL REQUEST

DEPARTMENT NAME: Warren County Public Defender's Office

BUDGET CODE: A.1171.4213

TITLE OF POSITION: Legal Clerk II

FOR NEW POSITIONS

Is the requested position: In Unit Out of Unit

Annual Base Salary (and Grade if Applicable): \$48,924 (CSEA Grade 8)


List any position(s) in the Department's Table of Organization being DELETED as a result of this request (Include annual Salary and grade if applicable): n/a

Is this a mandated position? If so, please explain: No

Is there expected Revenue from this position? If so, please explain: Yes, this position is fully funded by Department of Criminal Justice Services (DCJS) – Discovery

Is this a new title in your department? YES NO

If this is a new title in your department, the Human Resource Director must review and approve this form prior to being presented to the Budget Team.

Human Resource Director has approved the above title/classification (if required above) when initialed : 

FOR OTHER PERSONNEL REQUESTS (Change in Employee Status FT/PT/Temp/Per Diem)

8/8/25

Description of Change: Click or tap here to enter text.

Justification for Request: Click or tap here to enter text.

Projected change in Salary Dollars: Click or tap here to enter text.

Is there expected Revenue impact from this change? If so, please explain: Click or tap here to enter text.

LEGAL CLERK II

DISTINGUISHING FEATURES OF THE CLASS: An employee in this position performs complex legal office/clerical and administrative duties to support the efficient operation of a municipal legal or legal services office. Familiarity with legal terminology used in case documents, legal briefs, contracts and/or grant program administration is required. The work involves the extensive use of computer applications and automated systems in the preparation, storage and distribution of legal documents and correspondence. The class is distinguished from Legal Clerk I and III in the level of complexity of duties and independence required of the position. The work is performed under general supervision of a higher-level supervisor. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Processes, indexes, scans, sorts, stores and/or maintains confidential legal records and files necessary for the operations of the office;

Performs various complex clerical support functions to enhance the operation of the office;

Prepares or assists in the preparation of various legal documents and correspondence;

Participates in discovery demand document production processes;

Assembles supportive materials and documents to be used for research and preparation of legal briefs, court cases or other department legal matters;

Prepares routine legal forms in accordance with standard office policies and procedures;

Gathers information, enters data and prepares reports according to Federal, State, family court or local requirements;

Conducts routine correspondence and answers telephone requests on assigned matters where policy and procedures are well defined;

Examines and indexes a variety of legal instruments relating to civil and/or criminal matters;

Types a variety of records and reports relating to the indexing and recording procedures;

Uses computer applications or other automated systems such as spreadsheets, word processing, calendar, e-mail and database software in performing work assignments;

Does related work as assigned.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Working knowledge of legal terminology, documents and legal services office procedures;

Working knowledge of office terminology; Ability to understand and carry out oral and written instructions;

Ability to handle administrative details independently;

Ability to effectively use computer applications such as spreadsheets, word processing, calendar, e-mail and database software in performing work assignments;

Ability to establish and maintain effective working relationships;

Ability to understand and follow oral and written instructions; Ability to get along well with others,

Ability to maintain confidentiality of sensitive information, cases and files;

Dependability, accuracy, neatness, tact and courtesy.

MINIMUM QUALIFICATIONS:

A) Bachelor's degree or higher, or

B) Associate's degree and one (1) year of full-time, paid clerical experience, which shall have included the use of computer applications and other automated systems as a major function of the job.; or

C) Graduation from high school or possession of a high school equivalency diploma and three (3) years of full-time, paid clerical experience, which shall have included the use of computer applications and other automated systems as a major function of the job.

NOTE: Your degree must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If your degree was awarded by an educational institution outside the United States and its territories, you must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at <http://www.cs.ny.gov/jobseeker/degrees.cfm>. You must pay the required evaluation fee.

WC: 2021, Amended 4/2025

JC: Competitive

2026 BUDGET - PERSONNEL REQUEST

DEPARTMENT NAME: Warren County Public Defender's Office

BUDGET CODE: A.1171.4202

TITLE OF POSITION: Assistant Public Defender 15 (Per Diem)

FOR NEW POSITIONS

Is the requested position: In Unit Out of Unit

Annual Base Salary (and Grade if Applicable): \$37,809 (\$64.37/hour)

List any position(s) in the Department's Table of Organization being DELETED as a result of this request (Include annual Salary and grade if applicable): n/a

Is this a mandated position? If so, please explain: Yes, ILS funding has caseload requirements that need to be met to continue funding

Is there expected Revenue from this position? If so, please explain: Yes, this position is fully reimbursed by the ILS Hurrell-Harring Grant

Is this a new title in your department? YES NO

If this is a new title in your department, the Human Resource Director must review and approve this form prior to being presented to the Budget Team.

Human Resource Director has approved the above title/classification (if required above) when initialed : _____

FOR OTHER PERSONNEL REQUESTS (Change in Employee Status FT/PT/Temp/Per Diem)

Description of Change: Click or tap here to enter text.

Justification for Request: Click or tap here to enter text.

Projected change in Salary Dollars: Click or tap here to enter text.

Is there expected Revenue impact from this change? If so, please explain: Click or tap here to enter text.

ASSISTANT PUBLIC DEFENDER

DISTINGUISHING FEATURES OF THE CLASS: This position exists in the Office of the Public Defender. The work involves responsibility for representing indigent defendants as assigned by the Public Defender. Duties include representation of 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. The work is performed under the general supervision of the 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 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.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Thorough knowledge of NYS and Federal criminal law, New York Family Court Act and court proceedings;
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.

MINIMUM QUALIFICATIONS: At the time of appointment, possession of a license to practice law in the State of New York.

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

NOTE: Your degree must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If your degree was awarded by an educational institution outside the United States and its territories, you must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at <http://www.cs.ny.gov/jobseeker/degrees.cfm>. You must pay the required evaluation fee.