

County of Albany

112 State Street
Albany, NY 12207



Meeting Agenda

Wednesday, November 18, 2020

6:00 PM

Held Remotely

Law Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES
2. ADOPTING A GENERAL FUND BALANCE POLICY FOR ALBANY COUNTY
3. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "I" FOR 2020
4. LOCAL LAW NO. "I" FOR 2020: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK TO PROHIBIT SMOKING IN COMMON AREAS OF MULTIPLE UNIT DWELLINGS

CURRENT BUSINESS:

5. AUTHORIZING AN AGREEMENT WITH THOMPSON REUTERS REGARDING WESTLAW LEGAL RESEARCH SERVICES SOFTWARE

County of Albany

112 State Street
Albany, NY 12207



Meeting Minutes

Wednesday, October 28, 2020

6:00 PM

Held Remotely

Law Committee

PREVIOUS BUSINESS:

Present: Legislator Victoria Plotsky, Dennis A. Feeney, David B. Mayo, Matthew T. Peter, Bill L. Ricard, Paul J. Burgdorf, Jennifer A. Whalen and Jeffrey D. Kuhn

Excused: Legislator Joanne Cunningham

1. APPROVING PREVIOUS MEETING MINUTES

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

2. ADOPTING A GENERAL FUND BALANCE POLICY FOR ALBANY COUNTY

A motion was made that this proposal be tabled by Committee. The motion carried by a unanimous vote.

3. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "I" FOR 2020

Tabled at the request of the Sponsor.

4. LOCAL LAW NO. "I" FOR 2020: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK TO PROHIBIT SMOKING IN COMMON AREAS OF MULTIPLE UNIT DWELLINGS

Tabled at the request of the Sponsor.

CURRENT BUSINESS:

5. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE REGARDING THE HIGHWAY SAFETY PROGRAM

A motion was made to move the proposal forward with a positive recommendation. The motion passed unanimously. Ms. Plotsky abstained.

6. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF VICTIM SERVICES REGARDING THE VICTIM ASSISTANCE PROGRAM

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

DANIEL P. MCCOY
COUNTY EXECUTIVE



SHAWN A. THELEN
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, SUITE 900
ALBANY, NEW YORK 12207
OFFICE: (518) 447-5525
FAX: (518) 447-5589
www.albanycounty.com

M. DAVID REILLY
DEPUTY COMMISSIONER

September 8, 2020

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is a Request for Legislative Action from the Department of Management and Budget seeking approval/adoption of a Fund Balance Policy. Statement No. 54 from the Governmental Accounting Standards Board (GASB), titled "Fund Balance Reporting and Governmental Fund Type definitions" is intended to provide clear fund balance classifications to enhance the usefulness and accountability of fund balance information.

The Policy attached to this request is based upon the Governmental Accounting Standards Board statement No. 54 as well as other Fund Balance policies from across NY State. These policies are not required by the NY State Comptroller, but are highly recommended. This policy helps to establish parameters by which Albany County can define and account for our fiscal resources.

If you have any additional questions, please contact me at your convenience. I will be at the Committee meetings where this is discussed as well.

Sincerely,

M. David Reilly
Deputy Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1905, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Request to approve a Fund Balance Policy

Date: 09/08/2020
Submitted By: David Reilly
Department: Management & Budget
Title: Deputy Commissioner
Phone: 447-5525
Department Rep.
Attending Meeting: David Reilly

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Click or tap here to enter text.

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.
Scope of Services: Click or tap here to enter text.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term

Term: (Start and end date) Click or tap here to enter text.
Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

If yes, explain: Yes No
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

This policy helps to establish parameters by which Albany County can define and account for our fiscal resources, specifically our Fund Balance. It follows the standards laid out by the Governmental Accounting Standards Board and the New York State Comptroller has supported local governments adopting such policies.

Purpose

Albany County proposes to enact the following policy in an effort to ensure financial stability through the maintenance of a reserve fund that guides the use of resources for financial security.

County reserve funds must be properly established and maintained in order to facilitate an open and transparent use of public funds. The primary objective is to maintain a prudent level of financial resources to provide necessary services while minimizing the need to raise taxes and fees due to unanticipated one-time expenditures or temporary revenue shortfalls. Proper management of a healthy fund balance will also ensure that the County is able to maintain the highest possible credit ratings, further improving the County's fiscal situation in both the near and long term.

Background

Statement No. 54 from the Governmental Accounting Standards Board (GASB), titled "Fund Balance Reporting and Governmental Fund Type Definitions" is intended to provide clear fund balance classifications to enhance the usefulness and accountability of fund balance information.

Minimum Fund Balance for the General Fund

- This policy shall apply to the County's General Fund only.
- The Department of Management and Budget will provide guidance to any changes to fund balance.
- The County shall strive to maintain unexpended surplus funds of not less than 10% and not more than **15%** of the adopted appropriations in the general fund, excluding interfund transfers, **with a target of 12.5%**.
- These funds will generally come from excess revenues over expenditures.
- It is the intent of the County to limit the use of these fund balances to address unanticipated, non-recurring needs, or unanticipated future obligations. Fund balances should not normally be applied to recurring annual operating expenditures.
- There shall not be a drawdown of more than 10% of the fund balance in any given year outside of a declared State of Emergency **or a 20% or greater reduction to any major revenue stream.**
- In the event that unassigned fund balance exceeds the 12.5% target of adopted budget appropriations, the Department of Management and Budget will **present to the Legislature options for utilizing the excess, including** the funding of accrued liabilities, covering one-time expenditures, or the start-up of expenditures for new programs.
- In the event the unassigned fund balance is below the 10% **minimum** the Department of Management and Budget will work towards increasing the amount at the earliest appropriate time.

The County will spend the most restricted dollars before less restricted where such spending is appropriate and the legal restriction does not limit the use of such restricted amounts for the purpose in question in the following order:

- Non-spendable (if funds become spendable)
- Restricted
- Committed

- Assigned
- Unassigned

Definitions

- *Nonspendable* – consists of assets that are inherently nonspendable in the current period either because of their form or because they must be maintained intact, including prepaid items, inventories, long-term portions of loans receivable, financial assets held for resale, and principal of endowments.
- *Restricted* – consists of amounts that are subject to externally enforceable legal purpose restrictions imposed by creditors, grantors, contributors, or laws and regulations of other governments; or through constitutional provisions or enabling legislation.
- *Committed* – consists of amounts that are subject to a purpose constraint imposed by a formal action of the government’s highest level of decision-making authority before the end of the fiscal year, and that require the same level of formal action to remove the constraint.
- *Assigned* – consists of amounts that are subject to a purpose constraint that represents an intended use established by the government’s highest level of decision-making authority, or by their designated body or official. The purpose of the assignment must be narrower than the purpose of the general fund, and in funds other than the general fund, assigned fund balance represents the residual amount of fund balance.
- *Unassigned* – represents the residual classification for the government’s general fund, and could report a surplus or deficit. In funds other than the general fund, the unassigned classification should be used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

RESOLUTION NO. 383

PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "I" FOR 2020

Introduced: 10/13/20

By Mr. Efekoro:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. "I" for 2020, "A Local Law of the County of Albany, New York To Prohibit Smoking in Common Areas of Multiple Unit Dwellings" be held remotely by the County Legislature, with information available on the County website, at 7:15 p.m. on Tuesday, October 27, 2020, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

LOCAL LAW NO. “I” FOR 2020

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK TO PROHIBIT SMOKING IN COMMON AREAS OF MULTIPLE UNIT DWELLINGS

Introduced: 10/13/20

By Mr. Efekoro:

Section 1: TITLE

This Local Law shall be known as the “Albany County Smoke-Free Common Areas Law.”

Section 2: STATUTORY AUTHORIZATION

This Local Law is hereby adopted pursuant to the provisions of the New York Municipal Home Rule Law § 10(1)(ii)(a)(12).

Section 3: FINDINGS; PURPOSE

This Legislature finds that, each year, 41,000 people die prematurely from exposure to second hand smoke. According to the U.S. Surgeon General, there is no safe level of secondhand smoke exposure. E-cigarette aerosol (often called vapor) can also contain harmful and potentially harmful substances including nicotine, ultrafine particles, flavoring chemicals, volatile organic compounds, and heavy metals. For tenants and owners of multiple unit dwellings, such as apartments and condominiums, tobacco smoke and vapor from a neighboring unit that infiltrates their homes results in daily exposure to many hazardous chemicals due to secondhand smoke and vapor which travels through lighting fixtures, cracks in walls, shared heating/ventilation, around plumbing, and under doors.

Therefore, it is the purpose of this Local Law to protect the public health and welfare of the residents of Albany County by prohibiting smoking – which shall include “vaping” – in common areas in multiple unit dwellings.

Section 4: DEFINITIONS

As used in this Local Law, the following terms shall have the meanings indicated:

COMMON AREA – Every enclosed or unenclosed area of a multiple unit dwelling that residents of more than one unit are entitled to enter or use, including but not limited to halls, pathways, lobbies, courtyards, elevators, stairs, community rooms, playgrounds, gym facilities, swimming pool areas, parking garages, parking lots, grassy or landscaped areas, patios, balconies, restrooms, laundry rooms, cooking areas, eating areas, and meeting rooms.

MULTIPLE UNIT DWELLING – Any dwelling which is rented, leased, let or hired out, to be occupied, or is occupied as the temporary or permanent residence or home to three or more families living independently of each other.

DWELLING UNIT – Any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living or sleeping by human occupants.

SMOKING – The combustion of any cigar, cigarette, tobacco or any similar article or any other combustible substance in any manner or in any form, or the release of tobacco or nicotine aerosol in any manner or in any form, also known as “vaping”.

Section 5: PROHIBITION

Smoking is prohibited in common areas of multiple unit dwellings and within 50 feet of any multiple unit dwelling.

Section 6: PENALTY FOR OFFENSES

[Civil penalty.] Any person who violates any provision of this Local Law shall be subject to the imposition of a civil penalty by the Commissioner of Health of not more than \$500 for each violation.

- A. [Criminal remedy. Any person who fails to comply with the provisions of this Local Law shall be guilty of a violation, punishable by a fine of not more than \$500, or up to 15 days in jail, or both. Each day or part of a day in which a violation continues shall be deemed a separate offense.
- B. Remedies not exclusive. No remedy or penalty specified in this section shall be the exclusive remedy available to address any violation described in this section. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section or in any other applicable law.]

Section 7: ENFORCEMENT AND ADMINISTRATION

Property owners, operators, managers and/or other persons having control of a multiple unit dwelling shall include in their lease agreements that smoking is not permitted in the common areas of the building(s).

Property owners, operators, managers and/or other persons having control of a multiple unit dwelling may pursue evictions for violations of this law, to the extent allowable by state and local law.

Property owners, operators, managers and/or other persons having control of a multiple unit dwelling shall post visible signage at major entrances to the

building(s) and in all applicable common areas, stating that smoking is prohibited in all common areas of the multiple unit dwelling.

[For purposes of enforcement, all law enforcement agencies within the County shall be empowered to issue appearance tickets in relation to this Local Law.]

Section 8: SEVERABILITY

If any provision of this Local Law or its application shall be adjudged by a court of competent jurisdiction to be invalid or unconstitutional, the remaining provisions of this Local Law shall remain in full force and effect.

Section 9: EFFECTIVE DATE

This Local Law shall take effect upon filing with the Secretary of State.

Referred to Law and Health Committees – 10/13/20



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE COUNTY ATTORNEY
COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 600
ALBANY, NEW YORK 12207-2021
(518) 447-7110 - FAX (518) 447-5564
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH
COUNTY ATTORNEY

EUGENIA KOUTELIS CONDON
DEPUTY COUNTY ATTORNEY

MEMORANDUM

TO: Hon. Andrew Joyce
Chairman, County Legislature

FROM: Eugenia Koutelis Condon *EKC*
County Attorney

DATE: October 15, 2020

RE: Request for Legislative Action
Agreement with Thompson Reuters
For Westlaw Legal Research Services Software
Contract Period: December 1, 2020 to November 30, 2021,
with two, one year options to renew.

Attached is a completed request for Legislative Action for a renewal of the Westlaw Legal Research Services Software Package utilized by the attorneys and legal staff in the County. Please note, this contract has traditionally been authorized by the Contract Administration Board, however, this year, as a cost saving measure, the District Attorney's Office requested to be added to the contract managed by the Law Department, thus increasing their legal research capabilities across the board for their attorneys and bringing the contract under the authority of the County Legislature.

As indicated, this agreement provides for a license to conduct legal research for every attorney in County government as determined by the Department head. In addition, paralegals and other non-attorney staff have authorized access to Westlaw and non-legal department heads who have requested access to certain journals also have access.

This Agreement is broken into three components for assignment of licenses and billing. The District Attorney assigns its own licenses and receives its own monthly billing. The Public Defender assigns its own licenses and receives its own monthly invoice. Finally, the Law Department assigns licenses for all Assistant County Attorneys, the Alternate Public Defenders, the Director of Employee Relations, the Department of Immigration Attorneys, Sheriff's Counsel, Counsel to the County Executive and Legislative Counsel. Invoices are paid by the Law Department with chargebacks to the Departments.

Of note, as a cost saving measure, the County legal departments are moving toward reducing their reliance on its paper book subscriptions going forward and will be relying on full software packages that have the most current information available. This not only saves money but is green. There are certain desk top books we still need for in person court operations, but we will no longer be purchasing the large book subscriptions. After discussion with the County Legislature, we determined that the Law Department and Legislature were able to cancel their major book subscriptions going forward with a savings of approximately \$14,000 per year, per department.

If you have any questions, please advise me. Thank you for your attention to this matter.

EKC:e

Enclosures

Cc: Rebekah N. Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel
Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader



Legislation Text

File #: TMP-2040, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization for Thompson Reuters' Westlaw Legal Research Services

Date: 10/15/2020
 Submitted By: Eugenia Condon
 Department: Department of Law
 Title: County Attorney
 Phone: 518-447-7114
 Department Rep.
 Attending Meeting: [Click or tap here to enter text.](#)

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) [Click or tap here to enter text.](#)

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party :

Thompson Reuters
610 Opperman Dr, PO Box 64833, Eagan, MN 55123

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 118,800

Scope of Services: Provides licenses for all attorneys in County government to conduct legal research. This includes the Law Department, District Attorney, Public Defender, and others.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Law: A91420.44040 (Books, Transcripts, Subscription); Public Defender: A91170.44046 (Fees for Service); District Attorney: A91165.44040 (Books, Transcripts, Subscriptions)

Appropriation Amount: A91420.44040 - \$38,610; A91170.44046 - \$30,294; A91165.44040 - \$49,896

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 12/1/2020-11/30/2021

Length of Contract: 12 months

Impact on Pending Litigation

Yes No

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

Justification:

See attachment. This agreement provides for a license to conduct legal research for every attorney in County government as determined by the Department head. This contract has traditionally been authorized by the Contract Administration Board, however, this year, as a cost saving measure, the District Attorney's Office requested to be added to the contract managed by the Law Department, thus increasing their legal research capabilities across the board for their attorneys and bringing the contract under the authority of the County Legislature.

WEST ORDER FORM-ProFlex
 for WestlawPRO, Software
 and Practice Solutions Subscribers
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



THOMSON REUTERS™

Check West account status below as applicable:		Rep Name & Number Burton, Linda (U0003027)	
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)		**** R E Q U I R E D ****
Existing with no changes <input type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)		
Acct # 1000681530	Quote # _____	PO # _____	
Name/Subscriber ALBANY COUNTY ATTORNEY		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 <input type="checkbox"/>		One-Time Ship To <input type="checkbox"/>	Additional Ship To <input type="checkbox"/>
Name _____		Attn: _____	
Address _____		Suite/Floor _____	
City _____		State _____	County _____ Zip _____
IF NEEDED			

ProFlex Products					
Full Svc #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Quantity *	Monthly Banded Rate	Other	Total Monthly Charges
40757482	ProFlex				\$9,900.00

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 \$ 9,900.00

Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the following 12 complete calendar months ("Minimum Term"). Subscriber ("You" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

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.

Initial below for a longer Minimum Term.

_____ 24 month Minimum Term. Monthly Charges for the second 12 months will be _____% over the first 12 months.
 _____ 36 month Minimum Term. Monthly Charges for the second 12 months will be 3.00% over the first 12 months; Monthly Charges for the third 12 months will be 3.00% over the second 12 months.

Post Minimum Term for Government Subscribers. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803

Automatic Renewal Term for Non-Government Subscribers Only. 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 include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803. If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

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 subscribers 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 that you have a total of _____ attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students. 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 during the term, we reserve the right to increase your charges as applicable.

Internal Corporate Use Only BND

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

ProFlex Renewals

Sub Matl #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Current Monthly Charges*

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or Practice Solutions services that are not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

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

Initial below to select the Renewal Term.

_____ 12 month Renewal Term. Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

_____ 24 month Renewal Term. Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____ 36 month Renewal Term. Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

Post Renewal Term for Government Subscribers. At the end of the Renewal Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. 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 include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803. If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

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. 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 subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

2. Settling a Disputed Balance. Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

3. 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.

4. 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.

5. Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

6. 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.

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.

8. 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 subscriber, United States federal law will apply and any claim may be brought in any federal court.

9. Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf. In the event of a conflict between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

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

ACKNOWLEDGMENT

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

Printed Name _____
 Title _____
 Date _____
 Signature _____

For Credit Card Transactions only:	Visa _____	Master Card _____	Am Ex _____
Card # _____	Expir. Date _____	Total Amt. to Charge for this Order _____	
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.			

West/CLEAR PROFLEX Attachment



THOMSON REUTERS

Locations

Account #	Name	Address	City, State Zip	Allocation
1000681530***	ALBANY COUNTY ATTORNEY COUNTY OFFICE BLDG	112 STATE ST RM 600	ALBANY, New York 12207	32.5000
1000559056	ALBANY COUNTY PUBLIC DEFENDER	60 S PEARL ST STE 4	ALBANY, NY 12207	25.5000
1000681524	ALBANY COUNTY DISTRICT ATTORNEY ALBANY COUNTY JUDICIAL CTR	6 LODGE ST RM 401	ALBANY, NY 12207	42.0000

*** denotes primary location

West PROFLEX Products and Components

Service Number	Product Name	Quantity	User Type
42074924	Drafting Assistant	5	Per Seat
41988413	Gov - West LegalEdCenter	90	Attorney
41933475	Gvt - Litigation	90	Attorney
42077755	Gvt - Analytical	90	Attorney
42510228	Gvt - National Core	90	Attorney

Total Monthly Charge: \$9,900.00

Lapsed Online/CD by Location

Account #	Service Number	Product Name
1000681530	40757482	WL WEST PROFLEX BANDED
1000681524	40988734	Government Select Level 1 States 9-11 points (WestlawNext™)
1003912741	40988638	WN Custom Pro

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.

Condon, Eugenia

From: Racette, Keri (Government) <Keri.Racette@thomsonreuters.com>
Sent: Thursday, September 10, 2020 1:08 PM
To: Condon, Eugenia; Orth, Heather; Simpson, Bethany
Cc: Guillotte, Yvonne (Government)
Subject: RE: Albany County Westlaw Agreement

Hi Eugenia,

Yes, happy to provide that information. Each department will receive their own bills as you do today. The breakdown as per the allocation on the top of page 4 in the agreement is:

- Albany County Attorney: \$3,217.50/mo.
- Albany County PD: \$2,524.50/mo.
- Albany County DA: \$4,158.00/mo.

Thank you!

Keri

From: Condon, Eugenia <Eugenia.Condon@albanycountyny.gov>
Sent: Thursday, September 10, 2020 1:02 PM
To: Racette, Keri (Government) <Keri.Racette@thomsonreuters.com>; Orth, Heather <Heather.Orth@albanycountyny.gov>; Simpson, Bethany <Bethany.Simpson@albanycountyny.gov>
Cc: Guillotte, Yvonne (Government) <Yvonne.Guillotte@thomsonreuters.com>
Subject: RE: Albany County Westlaw Agreement

Thank you. Could I please ask for a break down per department so we know what each unit would be billed? Currently the PD and County Attorney receive their own monthly bills. The DA would be looking for their own bills as well. I think Heather is looking for her cost.

From: Racette, Keri (Government) <Keri.Racette@thomsonreuters.com>
Sent: Thursday, September 10, 2020 12:57 PM
To: Condon, Eugenia <Eugenia.Condon@albanycountyny.gov>; Orth, Heather <Heather.Orth@albanycountyny.gov>; Simpson, Bethany <Bethany.Simpson@albanycountyny.gov>
Cc: Guillotte, Yvonne (Government) <Yvonne.Guillotte@thomsonreuters.com>
Subject: Albany County Westlaw Agreement

Good afternoon Eugenia, Heather and Bethany,

Thank you for your patience as we worked through the details of the county-wide contract with all offices.

Attached please find a new agreement - a couple of important notes:

- This agreement incorporates the DA into the existing County Attorney/PD agreement. The DA's two current accounts are combined into one in this agreement.
- This agreement accounts for 5 additional DA users not included under the current contract, for a total of 40 DA attorney users (and 90 county-wide attorney users total).
- This agreement offers the DA access to all of the terrific upgraded content in the county agreement including the Westlaw Edge platform and much more robust content offerings including National Core (50 state + federal primary law), full Analytical (secondary sources) and litigation materials, along with access to our CLE service,

West Legal Ed Center! We are certain that the users in the DA's office will be thrilled with the tremendous enhancement in content!

Please let us know if you have any questions. Thank you!

Best,
Keri

Keri (Vanderwarker) Racette, Esq.

Account Manager, State and Local Government (Upstate NY)

Thomson Reuters

the answer company

(518) 478-3392

keri.racette@thomsonreuters.com

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