

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207



Meeting Agenda

Wednesday, November 15, 2023

6:00 PM

**Harold L. Joyce Albany County Office Building
Cahill Room - First Floor**

Law Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES
2. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "B" FOR 2022: A LOCAL LAW OF THE COUNTY OF ALBANY AMENDING LOCAL LAW NO. 6 FOR 2017, TO EXEMPT THE COUNTY FROM WIRELESS COMMUNICATION SURCHARGES
3. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "P" FOR 2022: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK REGARDING A TELEWORKING PROGRAM FOR EMPLOYEES
4. REQUIRING REPORTING OF MONIES AND PROCEEDS OF ASSET FORFEITURE FUNDS MAINTAINED BY THE COUNTY
5. SETTING FORTH REPORTING DATES FOR FINANCIAL UPDATES TO THE LEGISLATURE
6. LOCAL LAW NO. "B" FOR 2022: A LOCAL LAW OF THE COUNTY OF ALBANY AMENDING LOCAL LAW NO. 6 FOR 2017, TO EXEMPT THE COUNTY FROM WIRELESS COMMUNICATION SURCHARGES
7. LOCAL LAW NO. "P" FOR 2022: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK REGARDING A TELEWORKING PROGRAM FOR EMPLOYEES
8. LOCAL LAW NO. "F" FOR 2023: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 106 OF THE ALBANY COUNTY CODE, SETTING FORTH REQUIREMENTS FOR LOCATION OF SUBSTANCE ABUSE TREATMENT FACILITIES WITHIN ALBANY COUNTY

CURRENT BUSINESS:

9. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES REGARDING THE THIRD REGIONAL IMMIGRATION ASSISTANCE CENTER GRANT
10. AUTHORIZING AN AGREEMENT WITH THOMPSON REUTERS REGARDING WESTLAW LEGAL RESEARCH SERVICES SOFTWARE

11. AUTHORIZING AN AGREEMENT WITH THE UNIFIED COURT SYSTEM OF THE STATE OF NEW YORK REGARDING MODERNIZATION OF TECHNOLOGY INFRASTRUCTURE AND COURTROOM PRESENTATION EQUIPMENT IN THE ALBANY COUNTY JUDICIAL CENTER

12. AUTHORIZING THE SETTLEMENT OF A LAWSUIT

County of Albany

*Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207*



Meeting Minutes

Wednesday, October 25, 2023

6:00 PM

**Harold L. Joyce Albany County Office Building
Cahill Room - First Floor**

Law Committee

PREVIOUS BUSINESS:

Present: Paul J. Burgdorf, Dennis A. Feeney, Jeffrey D. Kuhn,
David B. Mayo and Bill L. Ricard

Excused: Chairperson Victoria Plotsky, Vice Chair Joanne
Cunningham, Matthew T. Peter and Jennifer A. Whalen

1. APPROVING PREVIOUS MEETING MINUTES

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

2. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "P" FOR 2022: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK REGARDING A TELEWORKING PROGRAM FOR EMPLOYEES

This proposal was tabled at the request of the Sponsor.

3. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "B" FOR 2022: A LOCAL LAW OF THE COUNTY OF ALBANY AMENDING LOCAL LAW NO. 6 FOR 2017, TO EXEMPT THE COUNTY FROM WIRELESS COMMUNICATION SURCHARGES

This proposal was tabled at the request of the Sponsor.

4. LOCAL LAW NO. "B" FOR 2022: A LOCAL LAW OF THE COUNTY OF ALBANY AMENDING LOCAL LAW NO. 6 FOR 2017, TO EXEMPT THE COUNTY FROM WIRELESS COMMUNICATION SURCHARGES

This Local Law was tabled at the request of the Sponsor.

5. LOCAL LAW NO. "P" FOR 2022: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK REGARDING A TELEWORKING PROGRAM FOR EMPLOYEES

This Local Law was tabled at the request of the Sponsor.

6. LOCAL LAW NO. "I" FOR 2023: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING CHAPTER 225 OF THE ALBANY COUNTY CODE SETTING FORTH REQUIREMENTS FOR RESETTLEMENT DISCLOSURE IN ALBANY COUNTY

A motion was made to move the Local Law forward with a negative recommendation. The motion passed 4-1 with Burgdorf opposed.

CURRENT BUSINESS:

7. SETTING FORTH REPORTING DATES FOR FINANCIAL UPDATES TO THE LEGISLATURE

This proposal was tabled at the request of the Sponsor.

8. REQUIRING REPORTING OF MONIES AND PROCEEDS OF ASSET FORFEITURE FUNDS MAINTAINED BY THE COUNTY

This proposal was tabled at the request of the Sponsor.

9. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "F" FOR 2023: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 106 OF THE ALBANY COUNTY CODE, SETTING FORTH REQUIREMENTS FOR LOCATION OF SUBSTANCE ABUSE TREATMENT FACILITIES WITHIN ALBANY COUNTY

A motion was made to move the proposal forward with a positive recommendation. The motion passed 4-1 with Burgdorf opposed.

LOCAL LAW “B” FOR 2022

A LOCAL LAW OF THE COUNTY OF ALBANY AMENDING LOCAL LAW NO. 6 FOR 2017, TO EXEMPT THE COUNTY FROM WIRELESS COMMUNICATION SURCHARGES

Introduced:

By Ms. McLean Lane:

BE IT ENACTED BY THE LEGISLATURE OF THE COUNTY OF ALBANY AS FOLLOWS:

SECTION 1. Legislative Intent

The purpose of this Local Law is to exempt Albany County from the payment of wireless communication surcharges on County owned or leased wireless telephones.

SECTION 2. Amendment

Section 2, of Local Law No. 6 for 2017, “A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK REPEALING THE WIRELESS COMMUNICATION SURCHARGE AUTHORIZED BY ARTICLE 6 OF THE COUNTY LAW OF THE STATE OF NEW YORK SET FORTH IN ALBANY COUNTY LOCAL LAW 9 FOR 2009 AND IMPOSING THE WIRELESS COMMUNICATIONS SURCHARGES PURSUANT TO THE AUTHORITY OF TAX LAW §186-g,” is amended by the addition of a new subdivision (d) as follows:

(d) Limitations. No wireless communication surcharge set forth in this Local Law shall be imposed upon any wireless telephone owned or leased by Albany County.

SECTION 3. Severability

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm, or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgement shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm, or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 4. Effective Date

This law shall take effect immediately upon its filing with the Secretary of State.

RESOLUTION NO. 107

PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "B" FOR 2022: A LOCAL LAW OF THE COUNTY OF ALBANY AMENDING LOCAL LAW NO. 6 FOR 2017, TO EXEMPT THE COUNTY FROM WIRELESS COMMUNICATION SURCHARGES

Introduced: 3/14/22

By Ms. McLean Lane:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. "B" for 2022, "A Local Law of the County of Albany Amending Local Law No. 6 for 2017, to Exempt the County from Wireless Communication Surcharges" to be held remotely by the Albany County Legislature at 7:15 p.m. on Tuesday, April 26, 2022, with participation information to be made available on the Albany County website, 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.

Referred to Law and Public Safety Committees – 3/14/22

LOCAL LAW “P” FOR 2022

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK REGARDING A TELEWORKING PROGRAM FOR EMPLOYEES

Introduced: 11/14/22

By Mr. Efekoro:

BE IT ENACTED BY THE LEGISLATURE OF THE COUNTY OF ALBANY AS FOLLOWS:

Section 1. Title.

This Local Law shall be known as the "Albany County Employees Teleworking Law".

Section 2. Purpose.

The Albany County Legislature has a long history of supporting our County workforce, and it will continue to do so while adjusting to the changing nature of work. This Local Law provides teleworking options for County employees and has numerous benefits for both the County and its employees. First, allowing employees to telework reduces greenhouse gases by both reducing the number of cars on the road and allows opportunities for the County to substantially reduce its carbon footprint. Second, it promotes work/life balance for County employees, allowing more time for leisure activities or the ability to stay at home with family. These benefits will positively affect not just the County workforce, but their families, communities, and the environment as well.

Section 3. Teleworking Programs.

The Albany County Department of Human Resources shall establish written policies which allow Albany County employees, where reasonable and not detrimental to work performance, to perform all or a portion of their duties through remote teleworking, with periodic evaluations and reconsideration. Each County agency shall designate a telework coordinator responsible for overseeing the implementation of its teleworking program.

Section 4. Definitions.

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

(a) "Telework" shall mean the performance of regular work functions at a remote location rather than at the county agency's principal office location; and

(b) "County Agency" shall mean any Albany County department, division, public authority, public benefit corporation, office, or other governmental entity which performs a governmental or proprietary function for the county.

(c) "Telework coordinator" shall mean the person designated for each County agency who is responsible for overseeing that agencies' teleworking program.

Section 5. Eligibility; Decisions on Applications.

- (1) Employees may request to telework by completing a teleworking application provided by the telework coordinator.
- (2) Eligibility for teleworking shall be determined by the Human Resources Department in conjunction with the County agency's telework coordinator, following an assessment of the regular work duties required by each title or title category, with such employee input as may be necessary. These determinations shall be applied similarly across the employees within each title or category in each Department.
- (3) Decisions on teleworking applications shall be made within 30 business days from the date the application is received and must be written and include an approval, approval in part, denial, or denial in part.
- (4) If an application for telework is denied in full or in part, reasons for the denial must be listed in the denial document.
- (5) Prior to starting remote work pursuant to a teleworking program, all employee performance standards for each title or title category shall be reduced to writing.

Section 6. Supersession.

Nothing in this Local Law shall supersede existing laws, regulations, or personnel policies applicable to employees with injuries, illnesses, environmental health conditions, or disabilities, or with the reasonable application of employee-earned leave time including, but not limited to, sick, compensatory, paid or unpaid family leave, Federal or State guaranteed leave time, or vacation time.

This Local Law shall not supersede any existing telework policies and/or programs which resulted from any collective bargaining agreement with Albany County.

Section 7. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm, corporation or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such

order or judgment shall not affect, impair, or invalidate the remainder of the Local Law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of the Local Law or in its application to the person, individual, firm, corporation or circumstance directly involved in the controversy in which such judgment or order may be rendered.

Section 8. Effective Date.

This local law shall take effect 90 days after its filing with the Secretary of State.

Referred to Law and Personnel Committees – 11/14/22

RESOLUTION NO. 478

PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “P” FOR 2022: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK REGARDING A TELEWORKING PROGRAM FOR EMPLOYEES

Introduced: 11/14/22

By Mr. Efekoro:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “P” for 2022, “A Local Law of the County of Albany, New York Regarding A Teleworking Program for Employees” to be held by the Albany County Legislature at 7:15 p.m. on Tuesday, November 22, 2022, with participation information to be made available on the Albany County website, 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.

Referred to Law and Personnel Committees – 11/14/22

RESOLUTION NO. 386

REQUIRING REPORTING OF MONIES AND PROCEEDS OF ASSET FORFEITURE FUNDS MAINTAINED BY THE COUNTY

Introduced: 9/11/23
By Peter and Miller:

WHEREAS, The Albany County Charter vests oversight of the County's financial affairs with the County Legislature and charges the Legislature with the examination of such books, records, and papers pertaining to the money, funds, or other property belonging to the County, and

WHEREAS, In order to maintain sound fiscal practices, it is necessary that all money, funds, or other property belonging to the County be reported to the Legislature, including accounts not listed in the County's unified chart of accounts, and

WHEREAS, The New York State General Municipal Law sets forth requirements for the management of asset forfeiture funds, including production of reports to the State Comptroller and County Legislature, now, therefore, be it

RESOLVED, By the Albany County Legislature that, in accordance with New York State General Municipal Law § 6-v, the Albany County Comptroller shall render a detailed report regarding the operation and condition of the asset forfeiture escrow fund – including statements of all funds spent, what such funds were spent on, what organizations and/or entities received such funds, and where any resulting programs or fruits are located – to the County Legislature at the termination of each fiscal year, but in no event later than January 31st of each year, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Referred to Audit and Finance Committee – 9/11/23

Favorable Recommendation Audit and Finance Committee – 9/28/23

RESOLUTION NO. 387

SETTING FORTH REPORTING DATES FOR FINANCIAL UPDATES TO THE LEGISLATURE

Introduced: 9/11/23

By Peter:

WHEREAS, Among its many responsibilities, the Albany County Legislature must make appropriations, levy taxes, and adopt a County Budget pursuant to State law and the Albany County Charter, and

WHEREAS, The Legislature works closely with the County Executive, the County Comptroller, and the Commissioner of the Department of Management and Budget to gain the financial information necessary to make such decisions, and

WHEREAS, The Legislature desires to put in place reporting dates to maximize efficiency and provide for the timely flow of financial information between the involved parties to ensure that the Legislature has the most up to date financial information available to allow it to make financial decisions in the best interests of the residents and taxpayers of Albany County, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Comptroller shall submit to the Clerk of the Legislature by February 1st of each year a list of all actions the Comptroller has taken in the prior calendar year as public administrator, including what properties or assets were sold and how any resulting funds were spent, as well as the annual reporting documents submitted to the Surrogate's Court, and, be it further

RESOLVED, That the Comptroller shall submit to the Clerk of the Legislature and the Chair of the Legislative Audit and Finance Committee by May 14th of each year a copy of the Annual Update Document submitted to the New York State Comptroller in April each year, as well as a snapshot summary of the unrestricted fund balance as of that date, and, be it further

RESOLVED, That the Comptroller shall appear and present on the fiscal state of the County to the Albany County Legislature at the May Legislative meeting, or if that is not feasible for any given year, the Comptroller shall submit a request to the Chairman of the Legislature by April 30th of such year to appear and present at the June Legislative meeting, and, be it further

RESOLVED, That the Commissioner of the Department of Management and Budget shall include in the submission of the Capital Program to the Legislature by

July 1st of each year all applicable bond identification information for each of the included proposed projects, and, be it further

RESOLVED, That the Commissioner of the Department of Management and Budget shall include in all requests for legislative action relating to capital projects listed in the Capital Program where in the Capital Program the project is contained and the funding source for such capital project, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Referred to Audit and Finance Committee – 9/11/23

Favorable Recommendation Audit and Finance Committee – 9/28/23

LOCAL LAW “B” FOR 2022

A LOCAL LAW OF THE COUNTY OF ALBANY AMENDING LOCAL LAW NO. 6 FOR 2017, TO EXEMPT THE COUNTY FROM WIRELESS COMMUNICATION SURCHARGES

Introduced: 3/14/22

By Ms. McLean Lane:

BE IT ENACTED BY THE LEGISLATURE OF THE COUNTY OF ALBANY AS FOLLOWS:

SECTION 1. Legislative Intent

The purpose of this Local Law is to exempt Albany County from the payment of wireless communication surcharges on County owned or leased wireless telephones.

SECTION 2. Amendment

Section 2, of Local Law No. 6 for 2017, “A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK REPEALING THE WIRELESS COMMUNICATION SURCHARGE AUTHORIZED BY ARTICLE 6 OF THE COUNTY LAW OF THE STATE OF NEW YORK SET FORTH IN ALBANY COUNTY LOCAL LAW 9 FOR 2009 AND IMPOSING THE WIRELESS COMMUNICATIONS SURCHARGES PURSUANT TO THE AUTHORITY OF TAX LAW §186-g,” is amended by the addition of a new subdivision (d) as follows:

(d) Limitations. No wireless communication surcharge set forth in this Local Law shall be imposed upon any wireless telephone owned or leased by Albany County.

SECTION 3. Severability

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm, or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgement shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm, or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 4. Effective Date

This law shall take effect immediately upon its filing with the Secretary of State.

Referred to Law and Public Safety Committees – 3/14/22

LOCAL LAW “P” FOR 2022

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK REGARDING A TELEWORKING PROGRAM FOR EMPLOYEES

Introduced: 11/14/22

By Mr. Efekoro:

BE IT ENACTED BY THE LEGISLATURE OF THE COUNTY OF ALBANY AS FOLLOWS:

Section 1. Title.

This Local Law shall be known as the "Albany County Employees Teleworking Law".

Section 2. Purpose.

The Albany County Legislature has a long history of supporting our County workforce, and it will continue to do so while adjusting to the changing nature of work. This Local Law provides teleworking options for County employees and has numerous benefits for both the County and its employees. First, allowing employees to telework reduces greenhouse gases by both reducing the number of cars on the road and allows opportunities for the County to substantially reduce its carbon footprint. Second, it promotes work/life balance for County employees, allowing more time for leisure activities or the ability to stay at home with family. These benefits will positively affect not just the County workforce, but their families, communities, and the environment as well.

Section 3. Teleworking Programs.

The Albany County Department of Human Resources shall establish written policies which allow Albany County employees, where reasonable and not detrimental to work performance, to perform all or a portion of their duties through remote teleworking, with periodic evaluations and reconsideration. Each County agency shall designate a telework coordinator responsible for overseeing the implementation of its teleworking program.

Section 4. Definitions.

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

(a) "Telework" shall mean the performance of regular work functions at a remote location rather than at the county agency's principal office location; and

(b) "County Agency" shall mean any Albany County department, division, public authority, public benefit corporation, office, or other governmental entity which performs a governmental or proprietary function for the county.

(c) "Telework coordinator" shall mean the person designated for each County agency who is responsible for overseeing that agencies' teleworking program.

Section 5. Eligibility; Decisions on Applications.

- (1) Employees may request to telework by completing a teleworking application provided by the telework coordinator.
- (2) Eligibility for teleworking shall be determined by the Human Resources Department in conjunction with the County agency's telework coordinator, following an assessment of the regular work duties required by each title or title category, with such employee input as may be necessary. These determinations shall be applied similarly across the employees within each title or category in each Department.
- (3) Decisions on teleworking applications shall be made within 30 business days from the date the application is received and must be written and include an approval, approval in part, denial, or denial in part.
- (4) If an application for telework is denied in full or in part, reasons for the denial must be listed in the denial document.
- (5) Prior to starting remote work pursuant to a teleworking program, all employee performance standards for each title or title category shall be reduced to writing.

Section 6. Supersession.

Nothing in this Local Law shall supersede existing laws, regulations, or personnel policies applicable to employees with injuries, illnesses, environmental health conditions, or disabilities, or with the reasonable application of employee-earned leave time including, but not limited to, sick, compensatory, paid or unpaid family leave, Federal or State guaranteed leave time, or vacation time.

This Local Law shall not supersede any existing telework policies and/or programs which resulted from any collective bargaining agreement with Albany County.

Section 7. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm, corporation or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such

order or judgment shall not affect, impair, or invalidate the remainder of the Local Law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of the Local Law or in its application to the person, individual, firm, corporation or circumstance directly involved in the controversy in which such judgment or order may be rendered.

Section 8. Effective Date.

This local law shall take effect 90 days after its filing with the Secretary of State.

Referred to Law and Personnel Committees – 11/14/22

LOCAL LAW “F” FOR 2023

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 106 OF THE ALBANY COUNTY CODE, SETTING FORTH REQUIREMENTS FOR LOCATION OF SUBSTANCE ABUSE TREATMENT FACILITIES WITHIN ALBANY COUNTY

Introduced: 06/12/23

By Mclean Lane:

BE IT ENACTED BY THE LEGISLATURE OF THE COUNTY OF ALBANY AS FOLLOWS:

Section 1. Article Creation.

Chapter 106, Article II, **Substance Abuse Treatment Clinics**, is hereby created.

Section 2. § 106-9 -- Legislative Purpose and Intent.

This legislation is to ensure that when a facility applies to dispense controlled substances for the purpose of treating substance use disorders, Albany County residents are offered the opportunity to be informed about the applicant and participate in the public process, including providing input, before any decisions are made by County or State authorities.

Section 3. § 106-10 - Notice of Receipt of Application to Involved Representatives.

A. Within 10 days of receipt of an application or notice of application from the New York State Office of Addiction Services and Supports (OASAS) to the “local governmental unit” which is the Albany County Department of Mental Health related to a facility applying to treat substance use disorders in the County of Albany, the Commissioner of the Department of Mental Health shall provide to the following representatives a copy of the application and/or notice of application from OASAS, and allow 30 [60] days for those representatives to submit comment on the proposed facility:

1) The Albany County Legislator who represents the legislative district which contains the proposed location or facility; and

[2) The Albany County Legislator who represents any legislative district adjoining the district which contains the proposed location or facility; and]

2) [3] Each City, Town, or Village Mayor or Supervisor who represents the municipality which contains the proposed location or facility; and

3) [4] Each City, Town, or Village Council or Board member who represents the municipality which contains the proposed location or facility.]; and]

[5) Each New York State Senate and Assembly Representative who represents the municipality which contains the proposed location or facility; and]

[6) The principal of any elementary, middle, or high school within 1,500 feet of the address of the proposed location or facility, as well as the applicable school district Superintendent and School Board.]

B. All notifications pursuant to this Section shall be sent via regular mail, with an electronic mail following which shall contain a digital version or electronic link to the application and/or notice of application along with all accompanying documents and information.

C. No notice is required pursuant to this local law when the proposed application is only to re-locate an already existing facility within the same municipality in the County of Albany.

Section 4. § 106-11 - Notice of Public Meeting to Involved Representatives.

A. Within 5 days of the posting of a notice of a public meeting agenda of the Behavioral Health Services Advisory Council, the Albany County Community Services Board, and/or the Albany County Alcohol and Substance Abuse Subcommittee where an application to locate a facility to treat substance use disorders in the County of Albany is on the agenda, the Commissioner of the Department of Mental Health shall provide a copy of that notice to the following representatives:

1) The Albany County Legislator who represents the legislative district which contains the proposed location or facility; and

[2) The Albany County Legislator who represents any legislative district adjoining the district which contains the proposed location or facility; and]

2) [3] Each City, Town, or Village Mayor or Supervisor who represents the municipality which contains the proposed location or facility; and

3) [4] Each City, Town, or Village Council or Board member who represents the municipality which contains the proposed location or facility.]; and]

[5) Each New York State Senate and Assembly Representative who represents the municipality which contains the proposed location or facility; and]

[6) The principal of any elementary, middle, or high school within 1,500 feet of the address of the proposed location or facility, as well as the applicable school district Superintendent and School Board.]

B. All notifications pursuant to this Section shall be sent via regular mail, with an electronic mail following which shall contain a digital version or electronic link to the application and/or notice of application along with all accompanying documents and information.

C. No notice is required pursuant to this local law when the proposed application is only to re-locate an already existing facility within the same municipality in the County of Albany.

Section 5. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm, corporation or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder of the Local Law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of the Local Law or in its application to the person, individual, firm, corporation or circumstance directly involved in the controversy in which such judgment or order may be rendered.

Section 6. SEQRA Compliance.

This County Legislature determines that this local law constitutes a “Type II action” pursuant to the provisions of the State Environmental Quality Review Act (SEQRA), and that no further action under SEQRA is required.

Section 7. Effective Date.

This local law shall take effect immediately after its filing with the Secretary of State.

LOCAL LAW “F” FOR 2023

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 106 OF THE ALBANY COUNTY CODE, SETTING FORTH REQUIREMENTS [FOR LOCATION OF SUBSTANCE ABUSE TREATMENT FACILITIES WITHIN ALBANY COUNTY] FACILITIES WITHIN ALBANY COUNTY WHERE THE LOCAL GOVERNMENTAL UNIT IDENTIFIED BY NEW YORK STATE IS THE ALBANY COUNTY DEPARTMENT OF MENTAL HEALTH

Introduced: [0]6/12/23

By Mclean Lane:

BE IT ENACTED BY THE LEGISLATURE OF THE COUNTY OF ALBANY AS FOLLOWS:

Section 1. Article Creation.

Chapter 106, Article II, [Substance Abuse Treatment Clinics,] Local Governmental Unit, is hereby created.

Section 2. § 106-9 -- Legislative Purpose and Intent.

[This legislation is to ensure that when a facility applies to dispense controlled substances for the purpose of treating substance use disorders, Albany County residents are offered the opportunity to be informed about the applicant and participate in the public process, including providing input, before any decisions are made by County or State authorities]

This legislation is to ensure that when an application is received by the Albany County Department of Mental Health where they are identified by New York State as the local governmental unit, before any decisions are made by County or State authorities.

Section 3. § 106-10 - Notice of Receipt of Application to Involved Representatives.

A. Within 10 days of receipt of an application or notice of application [from the New York State Office of Addiction Services and Supports (OASAS)] from a New York State Agency where the Albany County Department of Mental Health is identified as the “local governmental unit” [which is the Albany County Department of Mental Health related to a facility applying to treat substance use disorders in the County of

Albany,] the Commissioner of the Department of Mental Health shall provide to the following representatives a copy of the application and/or notice of application from OASAS, and allow 30 [60] days for those representatives to submit comment on the proposed facility:

1) The Albany County Legislator who represents the legislative district which contains the proposed location or facility; and

[2) The Albany County Legislator who represents any legislative district adjoining the district which contains the proposed location or facility; and]

2) [3] Each City, Town, or Village Mayor or Supervisor who represents the municipality which contains the proposed location or facility; and

3) [4] Each City, Town, or Village Council or Board member who represents the municipality which contains the proposed location or facility. [; and

5) Each New York State Senate and Assembly Representative who represents the municipality which contains the proposed location or facility; and

6) The principal of any elementary, middle, or high school within 1,500 feet of the address of the proposed location or facility, as well as the applicable school district Superintendent and School Board.]

B. All notifications pursuant to this Section shall be sent via regular mail, with an electronic mail following which shall contain a digital version or electronic link to the application and/or notice of application along with all accompanying documents and information.

C. No notice is required pursuant to this local law when the proposed application is only to re-locate an already existing facility within the same municipality in the County of Albany.

Section 4. § 106-11 - Notice of Public Meeting to Involved Representatives.

A. Within 5 days of the posting of a notice of a public meeting agenda of the Behavioral Health Services Advisory Council, the Albany County Community Services Board, and/or the Albany County Alcohol and Substance Abuse Subcommittee where an application to locate a facility to treat substance use disorders in the County of Albany is on the agenda, the Commissioner of the Department of Mental Health shall provide a copy of that notice to the following representatives:

1) The Albany County Legislator who represents the legislative district which contains the proposed location or facility; and

[2) The Albany County Legislator who represents any legislative district adjoining the district which contains the proposed location or facility; and]

2) [3] Each City, Town, or Village Mayor or Supervisor who represents the municipality which contains the proposed location or facility; and

3) [4] Each City, Town, or Village Council or Board member who represents the municipality which contains the proposed location or facility. [; and

5) Each New York State Senate and Assembly Representative who represents the municipality which contains the proposed location or facility; and

6) The principal of any elementary, middle, or high school within 1,500 feet of the address of the proposed location or facility, as well as the applicable school district Superintendent and School Board.]

B. All notifications pursuant to this Section shall be sent via regular mail, with an electronic mail following which shall contain a digital version or electronic link to the application and/or notice of application along with all accompanying documents and information.

C. No notice is required pursuant to this local law when the proposed application is only to re-locate an already existing facility within the same municipality in the County of Albany.

Section 5. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm, corporation or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder of the Local Law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of the Local Law or in its application to the person, individual, firm, corporation or circumstance directly involved in the controversy in which such judgment or order may be rendered.

Section 6. SEQRA Compliance.

This County Legislature determines that this local law constitutes a “Type II action” pursuant to the provisions of the State Environmental Quality Review Act (SEQRA), and that no further action under SEQRA is required.

Section 7. Effective Date.

This local law shall take effect immediately after its filing with the Secretary of State.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
REGIONAL IMMIGRATION ASSISTANCE CENTER
REGION 3- CAPITAL REGION & NORTHERN N.Y.
112 STATE STREET, SUITE 900
ALBANY, NEW YORK 12207
PHONE: (518) 447-4890
www.albanycounty.com

EVELYN A. KINNAH, ESQ.
DIRECTOR

BAKARY JANNEH
DEPUTY DIRECTOR

October 4, 2023

Honorable Andrew Joyce
Chair, Albany County Legislature
112 State Street, Room 700
Albany, NY 12207

Dear Chairman Joyce:

The Office of Immigration Assistance (OIA) requests authorization to accept \$1,654,260 for a three-year grant to establish a Regional Immigration Assistance Center in Region #3 for the New York State Office of Indigent Legal Services.

In 2015, the New York State Office of Indigent Legal Services awarded Albany County a three-year contract to create and maintain the OIA's one hundred percent state-funded Regional Immigration Assistance Center for Region #3 (RIAC). OIA subsequently opened the RIAC in April 2016. Since its inception, the RIAC has provided indigent providers with legal support, assistance, training, and education within the designated fourteen-county region. The RIAC aims to improve the overall quality of mandated representation afforded to indigent, non-citizen clients in criminal and family courts.

The OIA requests authorization to accept a three-year award totaling \$1,654,260.

The RIAC must maintain its operation for several reasons:

- (1) The RIAC continues to conduct training at public defender offices across Region 3 on the intersection of Immigration, Criminal, and Family Law. The training aims at enduring continued quality representation of non-citizens in criminal and family court proceedings. We continue to receive training requests to conduct these trainings.
- (2) The need exists for RIACs to advise public defender offices on criminal and family court cases affecting non-citizens across Region 3, and therefore, must make all efforts to remain open.
- (3) The RIAC collaborates with and continues to develop partnerships with community allies involved in immigration work in the Capital Region and beyond.

- (4) Due to increased enforcement of laws within Region 3, the RIAC must remain open to continue offering guidance to court-mandated attorneys as they assist their non-citizen clients in criminal and family court.
- (5) The office is 100% funded by this grant.

Based on the preceding, we respectfully request that the Albany County Legislature approve the request for authorization to accept funding so we may take every step to continue providing legal support and assistance.

Very truly yours,

Evelyn A. Kinnah, Esq.
Director

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-4744, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization request to accept funding

Date: 10/04/2023
Submitted By: Bakary Janneh
Department: Immigration Assistance Center
Title: Deputy Director
Phone: 447-4890
Department Rep.
Attending Meeting: Evelyn Kinnah / Bakary Janneh

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) accept funding

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Revenue

Increase Account/Line No.: Revenue/A117303025
Source of Funds: New York State Office of Indigent Legal Services.
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) accept funding

Contract Terms/Conditions:

Party (Name/address):

New York State Office of Indigent Legal Services
C/O Jen Colvin, Grants Manager
Alfred E. Smith Bldg., Suite 1147
80 Swan Street
Albany, NY 12210

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1,654,260
Scope of Services: Three-year grant to establish a Regional Immigration Assistance Center
in Region #3

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

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: A117303025
Revenue Amount: \$1,654,260

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: 100%
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term

Term: (Start and end date) Tentative Contract term is Jan 01, 2024 - Dec 31, 2027
Length of Contract: Three years

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: 301, 26, 451, 328
Date of Adoption: 9/14/2020, 2020, 2018, 2015

Justification: (state briefly why legislative action is requested)

The Office of Immigration Assistance (OIA) requests authorization to accept the New York State Indigent Legal Services (ILS) grant funding to establish and maintain the Regional Immigration Assistance Center of Region 3. OIA is one hundred percent funded by ILS and has provided services for a 14-county region since 2018. The funding will provide training, resources, and guidance to attorneys providing mandated representation of noncitizens to improve the quality of indigent legal services.

RESOLUTION NO. 301**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES REGARDING THE SECOND REGIONAL IMMIGRATION ASSISTANCE CENTER GRANT**

Introduced: 9/14/20

By Law Committee:

WHEREAS, The Director of the Albany County Regional Immigration Assistance Center has requested authorization to enter into an agreement with the New York State Office of Indigent Legal Services regarding the Second Regional Immigration Assistance Center Grant in the amount of \$1,654,260 over a three-year term commencing January 1, 2020 and ending December 31, 2022, and

WHEREAS, The Director indicated that the funding will be used to provide training, resources, and guidance to attorneys providing mandated representation in order to improve the quality of indigent legal services, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office of Indigent Legal Services regarding the Second Regional Immigration Assistance Center Grant in the amount of \$1,654,260 over a three-year term commencing January 1, 2020 and ending December 31, 2022, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 9/14/20

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 14th day of September, 2020, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 16th day of September, 2020.

M. Neal Chambers

Clerk, Albany County Legislature

RESOLUTION NO. 422 of 2023

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES REGARDING THE THIRD REGIONAL IMMIGRATION ASSISTANCE CENTER GRANT

Introduced: 10/10/23

By Law Committee:

WHEREAS, The Director of the Albany County Regional Immigration Assistance Center has requested authorization to submit a grant application to the New York State Office of Indigent Legal Services regarding the Third Regional Immigration Assistance Center Grant in the amount of \$1,654,260 over a three-year term commencing January 1, 2024 and ending December 31, 2027, and

WHEREAS, The Director indicated that the funding will allow for the continued support of training, resources, and guidance for attorneys providing mandated representation in order to improve the quality of indigent legal services, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application to the New York State Office of Indigent Legal Services regarding the Third Regional Immigration Assistance Center Grant in the amount of \$1,654,260 over a three-year term commencing January 1, 2024 and ending December 31, 2027, and, be it further

RESOLVED, That the County Attorney is authorized to approve said application as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

DANIEL P. MCCOY
COUNTY EXECUTIVE



EUGENIA KOUTELIS CONDON
COUNTY ATTORNEY

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

JOHN W. LIGUORI
DEPUTY COUNTY ATTORNEY

MEMORANDUM

TO: Hon. Andrew Joyce
Chairman, County Legislature

FROM: Eugenia Koutelis Condon *EKC*
County Attorney

DATE: October 12, 2024

RE: Request for Legislative Action
Agreement with Thompson Reuters
For Westlaw Legal Research Services Software
Contract Period: January 1, 2024 to December 31, 2025

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, while this is a renewal of the prior year's agreement, we have increased our user capacity under the agreement to 137 users with drafting assistants with a cost increase that was anticipated of \$11,926.82 per month or \$143,121.84 per year. Please note, they have separated the CLE portion of this agreement as they are now using a separate vendor to provide that service. That contract is now \$1,598.33 per month or \$19,180.00 per year and is being submitted as a County Executive level contract.

This agreement provides for a license to conduct legal research for every attorney in County government. 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. The Agreement is broken into four components for control of 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. The Assigned Counsel Program assigns its own licenses and handles its own billing. The Alternate Public Defender assigns its own licenses and handles its own billing. Finally, the Law Department assigns licenses for all Assistant County Attorneys, the Director of Employee Relations, the Department of Immigration, Sheriff's Counsel, Counsel to the County Executive and Legislative Counsel. Invoices are paid by the Law Department with chargebacks to the Departments.

This package includes research tools that meet the needs of the various departments.

Of note, as a cost saving measure, the County legal departments have moved toward reducing their reliance on its paper book subscriptions to the extent possible, we are 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 are no longer purchasing the large book subscriptions.

Pursuant to our contract, our subscription this year called for an increase in our monthly charge. Westlaw is providing us additional subscriptions as well as drafting assistants per the request of the District Attorney. That additional cost will be allocated to the District Attorney.

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
David Reilly, Commissioner of Management and Budget



<i>Check West account status below as applicable:</i>		Rep Name & Number <u>Keri Racette 6070368</u>		*** R E Q U I R E D ***	
New <input type="checkbox"/> (NACI Form attached)		Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)			
Existing with no changes <input type="checkbox"/>		Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)			
Acct #	<u>1000681530</u>	Quote #	PO #		Date <u>10-10-2023</u>
Name/Customer <u>ALBANY COUNTY ATTORNEY</u>		Bill To Acct # _____			
Order Confirmation Contact Name <u>Eugina Condon</u>					
E-Mail <u>Eugenia.Condon@albanycountyny.gov</u>					
Password Contact Name (for password delivery) <u>Eugenia Condon</u>					
E-Mail _____		<u>Eugenia.Condon@albanycountyny.gov</u>			
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"/>	Additional Bill To <input type="checkbox"/>	I F N E E D E D
Name _____ Attn: _____					
Address _____ Suite/Floor _____					
City _____ State _____ County _____ Zip _____					

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, apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. 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.

		ProFlex Products				
Full Svc #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Quantity *	Monthly Banded Rate	Other	Total Monthly Charges	Minimum Term (Months)
40757482	ProFlex	137			\$11,926.82	12

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) \$ \$11,926.82

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.

Post Minimum Term for Government Customers. 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. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice.

Automatic Renewal Term for Non-Government Customers 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, as defined herein. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. 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 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 style="border: 1px solid black; padding: 2px;">For Internal Office Use Only</p> <p>OF Instructions: Max Concu = # of terms/Eml to WTC/Bik 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.

Post Renewal Term for Government Customers. 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 each 12 month term starts. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice.

Automatic Renewal Term for Non-Government Customers 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. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. 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

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.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

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. **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 Customer.

Printed Name _____

Title _____

Date _____

Signature X _____

West/CLEAR PROFLEX Attachment



THOMSON REUTERS

Locations

Account #	Name	Address	City, State Zip	Allocation
1000681530***	ALBANY COUNTY ATTORNEY EUGENIA CONDON	112 STATE ST RM 600	ALBANY, New York 12207	23.73
1000007135	ALBANY COUNTY OFFICE OF THE ALTERNATIVE PUBLIC DEFENDER	112 STATE ST., STE 720	ALBANY, NY 12207	8.51
1000009350	ALBANY COUNTY REGIONAL IMMIGRATION ASSISTANCE CENTER	112 STATE ST., RM 830	ALBANY, NY 12207	1.54
1000023662	ALBANY COUNTY ASSIGNED COUSEL PROGRAM	112 STATE ST., RM 820	ALBANY, NY 12207	2.33
1000559056	ALBANY COUNTY PUBLIC DEFENDER STEPHEN W HERRICK	112 STATE ST FL 2	ALBANY, New York 12207	22.14
1000681524	ALBANY COUNTY DISTRICT ATTORNEY ALBANY COUNTY JUDICIAL CTR	6 LODGE ST FL 4	ALBANY, New York 12207	41.75

*** denotes primary location

West PROFLEX Products and Components

Service Number	Product Name	Quantity	User Type
42510228	Gvt - Westlaw Edge National Primary	137	Attorney
42077755	Gvt - Analytical Plus for Government	137	Attorney
41933475	Westlaw Litigation Collection, Enterprise access	137	Attorney
42074924	Drafting Assistant (Per Seat)	6	Per Seat

Total Monthly Charge: \$11,926.82

Lapsed Online/CD by Location

Account #	Service Number	Product Name
1000681530	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.

	Current Allocation	Current Rate/mo.	New Allocation	Total	Westlaw	WLEC	New Total
1000681530	Albany County Attorney	24.44%	13131.21	13131.21	11926.82	1598.33	Monthly Rate 3209.27
	Albany County Office of Alternate Public Defender	8.77%	1151.61	1151.61	1015.52	136.09	1151.61
1000007135	Albany County Regional Immigration Asst. Center	1.59%	208.79	208.79	184.11	24.67	208.79
1000009350	Albany County Assigned Counsel Program	2.40%	315.15	315.15	277.91	37.24	315.15
1000023662	Albany County Public Defender	22.80%	2993.92	2993.92	2640.11	353.80	2993.92
1000559056	Albany County District Attorney	40.00%	5252.48	5646.42	4979.16	667.26	5646.42
1000681524		100.00%	13131.21	13525.15	11926.82	1598.33	13525.15



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-4750, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Thompson Reuter's for westlaw legal services

Date:	10/12/2023
Submitted By:	Eugenia Condon
Department:	Law
Title:	County Attorney
Phone:	518-447-7110
Department Rep.	
Attending Meeting:	Eugenia Condon

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):

Thompson Reuter's

610 Opperman Dr, PO BOX 64833, Eagab, MN 55123

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 143,121,84

Scope of Services: Legal Research for county attorney, District Attorney, Public Defender, Alternate Public Defender, Assigned Counsel Program/18-b and regional immigration assistance center.

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: 1420.44040 (Books, Transcripts, Subscriptions); Public Defender: 1170.44040 (Books, Transcripts, Subscriptions); Alternate Public Defender: 1171.44122 (Legal Reference); 18-B Assigned Counsel Program: 1172.44040 (Books, Transcripts, Subscriptions); Immigration: 1173.44040 (Books, Transcripts, Subscriptions); District Attorney: 1165.44040 (Books, Transcripts, Subscriptions)

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: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 01/01/2024-12/31/2024

Length of Contract: 12mths

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: 483

Date of Adoption: 12/05/2022

Justification: (state briefly why legislative action is requested)

See Attachments- This agreement with Thompson Reuter's Westlaw provides for a license to conduct legal research for every attorney in County government as determined by the department head. This is a renewal of last year's agreement. User capacity was increased under the renewal agreement to 137 staffing as a result of additional staffing .



P. DAVID SOARES
DISTRICT ATTORNEY

CHERYL K. FOWLER
CHIEF ASSISTANT DISTRICT ATTORNEY

CHRISTOPHER D. HORN
DEPUTY CHIEF ASSISTANT
DISTRICT ATTORNEY

COUNTY OF ALBANY
OFFICE OF THE DISTRICT ATTORNEY
ALBANY COUNTY JUDICIAL CENTER
6 LODGE STREET
ALBANY, NEW YORK 12207
(518) 487-5460 - FAX: (518) 487-5093

November 8, 2023

Andrew Joyce
Albany County Legislature
112 State St, Room 700
Albany, NY 12207

Dear Mr. Joyce,

I am requesting legislative action to further the mission on the Office of the Albany County District Attorney. The attached resolution seeks permission to:

- Enter into a memorandum of understanding between the Unified Court System of the State of New York (UCS), having an office at 25 Beaver Street, New York, N.Y. 10004, and the Albany County District Attorney's Office (ACDAO) having an address at 6 Lodge Street, Albany, NY 12207. The purpose of this agreement is to pool resources in order to modernize the technology infrastructure and courtroom presentation equipment in the Albany County Judicial Center Courtrooms.

Attached is the request for legislative action and supporting documents. If you have any questions, please feel free to contact me at 518-275-4701

Thank you for your assistance.

Sincerely,

P. David Soares
Albany County District Attorney

Cc: Rebekah Kennedy, Majority Counsel
Cc: Arnis Zilgme, Minority Counsel

REQUEST FOR LEGISLATIVE ACTION

Requesting authorization to enter into a memorandum of understanding between the Unified Court System of the State of New York (UCS), having an office at 25 Beaver Street, New York, N.Y. 10004, and the Albany County District Attorney's Office (ACDAO) having an address at 6 Lodge Street, Albany, NY 12207. The purpose of this agreement is to pool resources in order to modernize the technology infrastructure and courtroom presentation equipment in the Albany County Judicial Center Courtrooms.

Date:	11/8/2023
Submitted By:	David Soares
Department:	1165- District Attorney
Title:	District Attorney
Phone:	518-275-4701
Department Rep.	
Attending Meeting:	David Soares, Christopher Horn

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) _____

Contract Terms/Conditions:

Party (Name/address): Unified Court System of the State of New York
25 Beaver Street
New York, N.Y. 10004

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:

Appropriation Account and Line: A9 1165 1 22050
Appropriation Amount: \$250,000

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) From the date of execution of the agreement until verification of project completion.
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: none
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

As an inevitable result of technological progress, further intensified by the dictates of Criminal Justice Reforms, modern courtrooms need the proper technological infrastructure to effectively present evidence to juries. Although the Albany County Judicial Center is a relatively new Courthouse, the technology is two decades behind the times – and the last twenty years have seen an explosion in technological advancement.

This was highlighted earlier this year during the Jacob Klein murder trial, the most complex and technology driven prosecution since the Porco case. Although this was a very successful prosecution, high definition video evidence had to be projected onto a yellow wall which rendered the image muddy and not color-correct. The ability for the jury to read documents projected onto a wall over 30 feet away was less than optimal. Cables had to be run all over the floors, making it difficult to navigate the courtroom for both the attorneys and the jurors. Audio quality was inconsistent. Interoperability between the computers and various screens was limited.

We have been presented with an opportunity from the Unified Court System to upgrade the four main courtrooms in the Judicial Center, the Grand Jury Room, Jury Deliberation rooms, and the Jury Assembly room. Albany County's contribution would be \$50,000 per courtroom for a total of \$250,000 at most. UCS will be investing far more money per courtroom than we will be and they will also provide all installation and support for the equipment that is installed. With UCS handling installation, support, replacements, and coordination, our dollars go further. Their significant per courtroom investment, combined with our contribution, allows for a complete and future proof modernization.

The shared mission of the Unified Court System (UCS) and the Albany County District Attorney's Office (ACDAO) – along with the Public Defender and every other participant in the criminal justice system – is to promote the rule of law and serve the public by achieving just and timely resolution of all matters before the courts. UCS recently equipped courtrooms located in the New York State Supreme Court in New York City, including the courtroom in which the Trump trial is being conducted, with new courtroom presentation equipment and infrastructure, which included: a.) high-definition monitors situated within arms-length of every party, the judge, and the jury; b.) HDMI compatible devices and back-end network equipment for the display of evidence; c.) witness monitors which have touch screen capabilities, allowing for marking/telestration of digital exhibits; d.) new courtroom speakers, allowing for amplification of audio evidence to all parties; and e.) new cameras in the front and back of the courtroom allowing video capture of the judge, witness, attorney tables and podium (where/when applicable) to enable hybrid courtroom appearances via video conferencing as well as to enable the ability to live stream court proceedings if required or deemed necessary to do so. Demonstrations of this new technology conducted by the New York State Supreme Court as well as the use of this new technology by New York City District Attorney Offices in hearings and trials provide compelling support for the necessity of installing this technology in Albany County courtrooms.

Investing in high-quality courtroom upgrades is a wise long-term investment for Albany County. By contributing \$50,000 per courtroom now, we secure the “Cadillac” package of state-of-the-art upgrades that will serve our community well into the future. This forward-thinking contribution puts Albany County courts at the front of the line to receive cutting-edge audiovisual equipment, improved infrastructure, and expert installation. The returns on this investment will be realized for decades to come through increased efficiency, better accessibility, and a modernized court system that meets the ever-evolving demands of justice. We owe it to all who rely on our courts – from officers to attorneys to everyday citizens – to provide a technologically advanced and comfortable environment that facilitates the fair administration of the law. The time is right to make this commitment to our future. By investing \$50,000 per courtroom now, we future-proof our judiciary and demonstrate Albany County's commitment to innovation and excellence in our courts.

A copy of the Memorandum of Understanding executed between UCS and the Kings County District Attorney's Office is included herewith. Any MOU between Albany County and UCS for this purpose would be modeled after the Kings County MOU with any modifications the county deems necessary.

**AGREEMENT REGARDING UPGRADING COURTROOM PRESENTATION
EQUIPMENT IN THE CRIMINAL TERM OF THE NEW YORK STATE
SUPREME COURT IN KINGS COUNTY**

between

THE UNIFIED COURT SYSTEM OF THE STATE OF NEW YORK

and

THE KINGS COUNTY DISTRICT ATTORNEY'S OFFICE

THIS AGREEMENT ("Agreement") is made between the Unified Court System of the State of New York ("UCS"), having an office at 25 Beaver Street, New York, N.Y. 10004, and the Kings County District Attorney's Office ("KCDA"), having an office at 350 Jay Street, Brooklyn, N.Y. 11201.

WHEREAS, KCDA is a local law enforcement agency with the mission of investigating and prosecuting criminal activity in Kings County, State of New York;

WHEREAS, the mission of UCS is to promote the rule of law and serve the public by achieving just and timely resolution of all matters before the courts;

WHEREAS, UCS recently equipped four (4) courtrooms located in the New York State Supreme Court, Criminal Term, building located at 320 Jay Street, Brooklyn, N.Y. 11201 (hereinafter the "Kings Cty. Sup. Ct. Crim. Term building") with new courtroom presentation equipment and infrastructure, which included: a.) high-definition monitors situated within arms-length of every party, the judge, and the jury; b.) HDMI compatible devices and back-end network equipment for the display of evidence; c.) witness monitors which have touch screen capabilities, allowing for marking/telestration of digital exhibits; d.) new courtroom speakers, allowing for amplification of audio evidence to all parties; and e.) new cameras in the front and back of the courtroom allowing video capture of the judge, witness, attorney tables and podium (where/when applicable) to enable hybrid courtroom appearances via video conferencing as well as to enable the ability to live stream court proceedings if required or deemed necessary to do so;

WHEREAS, demonstrations of this new technology conducted by the New York State Supreme Court as well as the use of this new technology by the KCDA in recent hearings and trials provide compelling support for the necessity of installing this technology in additional courtrooms;

WHEREAS, judges and members of the defense bar have also collectively endorsed expansion of this presentation technology to additional courtrooms; and

WHEREAS, KCDA and UCS have an interest in purchasing and installing this new courtroom presentation equipment and infrastructure for ten (10) additional courtrooms in the Kings Cty. Sup. Ct. Crim. Term building (hereinafter the "project");

NOW THEREFORE, KCDA and UCS (hereinafter referred to collectively as the "parties" or individually as a "party") hereby agree to the following:

Section 1 – Scope of Work

a.) KCDA agrees to transfer \$500,265.90 in funds to UCS for the purchase of new

courtroom presentation equipment that will be installed in the following ten (10) courtrooms located in the Kings Cty. Sup. Ct. Crim. Term building: Part MD1/DV (Courtroom No. 15.21), Part 1/18 (Courtroom No. 20.58), Part 7 (Courtroom No. 21.21), Part 15 (Courtroom No. 18.21), Part 16 (Courtroom No. 18.11), Part 19 (Courtroom No. 19.21), Part 21 (Courtroom No. 19.58), Part 26 (Courtroom No. 20.45), Part 34 (Courtroom No. 21.28), and Part 35 (Courtroom No. 20.36) (hereinafter referred to collectively as the “ten (10) courtrooms”). A list of this new courtroom presentation equipment (hereinafter the “new courtroom equipment”) which will be purchased for each of the ten (10) courtrooms is set forth in the Budget attached hereto as Exhibit A. The Budget allocates \$50,026.59 to be spent on the new courtroom equipment for each of the ten (10) courtrooms for a total cost of \$500,265.90. KCDA agrees to transfer the \$500,265.90 in funds (hereinafter the “transferred funds”) to UCS on or before August 1, 2023, subject to approval of this Agreement.

- b.) UCS agrees to use all of the transferred funds to purchase the new courtroom equipment set forth in the Budget attached hereto as Exhibit A. UCS shall have sole responsibility for overseeing, managing and administering the purchase of the new courtroom equipment in strict compliance with the terms, conditions, and dollar amounts set forth in the Budget. UCS further agrees that no material changes to the purchase of the new courtroom equipment as set forth in the Budget will be made without the prior written approval of the KCDA. UCS shall provide adequate notification to KCDA to allow for review and approval of any such request for amendment of the Budget or re-allocation of funds prior to any implementation.¹
- c.) UCS agrees to upgrade the infrastructure of the ten (10) courtrooms so that the new courtroom equipment can properly function in these courtrooms. These upgrades to the courtroom infrastructure shall include: wiring the courtrooms for electrical and network, making audio improvements to the courtrooms, installing assisted listening devices, installing mounts for screens on the walls and in the jury boxes, and installing an NDI connected computer with an executable program. These upgrades to the courtroom infrastructure shall be completed within one-hundred-eighty (180) days after delivery of the transferred funds by KCDA. UCS shall have sole responsibility for overseeing, managing and administering the upgrades to the courtroom infrastructure. UCS shall be responsible for all costs associated with upgrading the infrastructure of the ten (10) courtrooms, including, but not limited to, all labor costs associated with upgrading the courtroom infrastructure. None of the transferred funds shall be used to pay for the upgrades to the courtroom infrastructure.
- d.) UCS agrees to purchase and install the new courtroom equipment in the ten (10)

¹ UCS is permitted to purchase comparable products to any of the specific products listed in the Budget. A comparable product shall be defined as a product that performs the same, or a similar, function as the listed product at a price no more than 5% greater than the price of the listed product. UCS's purchase of comparable products shall not be considered a “material change” to the Budget and shall not require notice to, and the approval of, the KCDA pursuant to Section “1” Paragraph “b” of the Agreement.

courtrooms within one-hundred-eighty (180) days after delivery of the transferred funds by KCDA. UCS shall have sole responsibility for overseeing, managing and administering the installation of the new courtroom equipment, and UCS shall be responsible for all costs associated with installing the new courtroom equipment, including, but not limited to, all labor costs associated with the installation. None of the transferred funds shall be used to pay for the installation of the new courtroom equipment.

- e.) UCS agrees that it shall be responsible for all costs associated with the maintenance and repair of the new courtroom equipment after it has been installed in the ten (10) courtrooms including, but not limited to, all labor costs associated with the maintenance and repair of the new courtroom equipment. None of the transferred funds shall be used to pay for the maintenance and repair of the new courtroom equipment.
- f.) UCS shall establish a separate interest-bearing account for the transferred funds. This account shall be used solely for the transferred funds and cannot be co-mingled with other funds. Interest income generated by the transferred funds shall be kept in the same account and shall be returned to KCDA upon close-out of the project.
- g.) UCS agrees that it will submit detailed quarterly expenditure reports to KCDA no later than fifteen (15) days following the end of the quarterly reporting periods ending March 31, June 30, September 30, and December 31 for each quarter during the term of this Agreement. Quarterly expenditure reports must be submitted even if no expenditures have been incurred during the reporting period. UCS will respond promptly to any questions KCDA may have about the quarterly expenditure reports.
- h.) UCS shall provide KCDA with a final cost report and an official close-out statement no later than sixty (60) days after conclusion of the project. After KCDA verifies project completion and reconciles project expenditures in a confirmation letter, UCS agrees to transfer any unused transferred funds balance as well as all interest income as described in Section 1(f) above to KCDA within thirty (30) days after receiving KCDA's confirmation letter. UCS further agrees to promptly spend the transferred funds and complete the project within one-hundred-eighty (180) days of receiving the funds. If the project is not completed within one-hundred-eighty (180) days, UCS shall request a formal extension from KCDA for approval, which shall not be unreasonably withheld, to continue using the transferred funds.
- i.) UCS agrees to keep a separate inventory of the new courtroom equipment purchased with the transferred funds. If equipment purchased with the transferred funds is deemed no longer useful, UCS shall follow its relinquishment policies in accord with applicable regulations. If relinquished items that were purchased with the transferred funds are sold by UCS, the proceeds of the sale shall be returned to KCDA along with related relinquishment documentation within thirty (30) days of receipt of the proceeds of the sale.

- j.) UCS further agrees to maintain records with regard to any and all expenditures of the transferred funds, including detailed accounting spreadsheets, related banking and/or transactions records; records of any cost variances per item from the Budget; files on any and all related procurements in accord with UCS's procurement standards; records on inventory and relinquishment of items purchased under the Budget; and all other related fiscal records required to be maintained under State rules and regulations. UCS agrees to maintain any and all such records in accord with the applicable record retention schedule of UCS and Federal, State and City audit guidelines, but shall keep them in any event for a minimum period of ten (10) years from the date of this agreement. UCS also agrees to make any and all such records available to KCDA or their designees upon request or in the event of an audit or other review.
- k.) UCS agrees to cooperate with KCDA in order for KCDA to fulfill its monitoring responsibilities, including but not limited to granting KCDA auditors access to UCS records associated with expenditures made with the transferred funds; promptly responding to KCDA auditors questions regarding general internal control procedures; allowing KCDA auditors to conduct an on-site audit of expenditures made with the transferred funds if deemed necessary by KCDA; and taking timely actions to address any deficiencies identified by auditors pertaining to the expenditures made with the transferred funds.

Section 2 – Standards of Performance

- a.) All work shall be performed in accordance with sound and generally accepted professional practices and by personnel fully qualified in the respective professional discipline required.

Section 3 – Relationship of the Parties

- a) Nothing in this Agreement shall be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action.
- b) Each party to this Agreement shall be and remain the employer of its employees and other personnel. Such personnel shall at no time be deemed to be employees of the other party and shall not be entitled or eligible to participate in benefits or privileges provided or extended by the other party to its employees. At no time shall either party be deemed an agent, officer, or a person or entity acting under the direction or control of the other party.

Section 4 – Indemnification

- a) Subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, UCS shall indemnify, defend, and hold harmless KCDA from and against all claims and actions, and all expenses incidental to such

claims or actions, based upon or arising out of any damages to property, injuries to persons, or other tortious acts caused to, or caused by, any employee or agent of UCS, as well as any person or entity acting under UCS's direction or control, while such employee, agent, and/or person or entity is rendering any services to, or performing any duty on behalf of, UCS under this Agreement; provided, however, UCS shall not be responsible for that portion, if any, of a claim, action, or expense incidental to such claim or action, caused by the tortious act(s) of KCDA, or a KCDA employee, agent, and/or person or entity rendering services to or performing any duty on behalf of KCDA under this Agreement.

- b) KCDA shall indemnify, defend, and hold harmless UCS from and against all claims and actions, and all expenses incidental to such claims or actions, based upon or arising out of any damages to property, injuries to persons, or other tortious acts caused to, or caused by, any employee or agent of KCDA, as well as any person or entity acting under KCDA's direction or control, while such employee, agent, and/or person or entity is rendering any services to, or performing any duty on behalf of, KCDA under this Agreement; provided, however, KCDA shall not be responsible for that portion, if any, of a claim, action, or expense incidental to such claim or action, caused by the tortious act(s) of UCS, or a UCS employee, agent, and/or person or entity rendering services to or performing any duty on behalf of UCS under this Agreement.

Section 5 – Risk of Loss, Personal Injury

- a) Except to the extent KCDA is obligated to indemnify, defend, and hold harmless UCS in accordance with Section 4(b) above, UCS hereby waives, for itself and its subsidiaries, affiliates, successors, and assigns, any and all rights that it might otherwise have to any recovery from the KCDA whether for costs and expenses incurred, for damages or otherwise, if UCS or its employees, agents, or contractors suffer any personal injury or property damage in rendering services under this Agreement.

Section 6 – Term and Termination

- a) The term of this Agreement shall be from the date this Agreement is last executed by the parties through verification of project completion, reconciliation of project expenditures, and return of unused transferred funds as well as all interest income as described in Section 1(f) above, unless sooner terminated in accordance with the terms of this Agreement.
- b) Mutual Consent – This Agreement may be terminated at any time upon mutual written consent of the parties.

- c) Without Cause – Either party may terminate this Agreement prior to the end of its term upon thirty (30) days’ written notice to the other party.
- d) For Cause – Either party may terminate this Agreement upon five (5) days’ notice for any material breach of the terms herein. The party seeking to terminate this Agreement must provide the other party five (5) days to correct such material breach. A material breach of this Agreement shall include, but not be limited to:
 - i. Either parties’ failure to perform its obligations under this Agreement, or its failure to make progress so as to significantly endanger timely completion or performance of the Agreement in accordance with its terms; or
 - ii. Failure of either party to comply with any applicable federal, state, and local laws, ordinances and regulations.
- e) If this Agreement is terminated without cause by UCS, then UCS shall be responsible for returning all of the transferred funds (*i.e.*, the full amount of \$500,265.90) to KCDA within thirty (30) days of the termination of this Agreement. If this Agreement is terminated for cause because of a material breach by UCS, then UCS shall be responsible for returning all unused or uncommitted transferred funds at the time of the termination plus the amount of improperly spent transferred funds that directly relate to the material breach that resulted in the termination of this Agreement to KCDA within thirty (30) days of the termination of this Agreement . If this Agreement is terminated upon mutual consent of the parties, is terminated without cause by KCDA, or is terminated for cause because of a material breach by KCDA, then UCS shall be responsible for returning all unused or uncommitted transferred funds at the time of the termination to KCDA within thirty (30) days of the termination of this Agreement. The return of transferred funds as described in this Section shall also include any accrued interest income as described in Section 1(f) above.

Section 7 - Notices

- a) All notices, requests, demands, claims, and other communications to a party shall be made in writing and delivered to the party’s designee as set forth below (subsection c). Oral notices to a party’s designee shall be effective only when accompanied by a confirming memo subsequently sent to the designee to whom oral notice has been given.
- b) All notices shall be deemed to have been received: 1) on the date it was personally delivered; 2) the first business day following delivery to a nationally recognized overnight courier service with proof of delivery, or 3) three (3) days after mailing by

certified mail, postage prepaid with return receipt requested, and addressed to the party's designee.

- c) The individuals representing the parties to this Agreement who are to receive notices are:

For UCS

Sheng Guo
CTO/Program Manager for
Courtroom Modernization
Office of Court Administration
25 Beaver Street
New York, N.Y. 10004

For the KCDA

A.D.A. Sara Kurtzberg
Chief of the Bureau of Litigation and
Technology ("BOLT")
Kings County District Attorney's Office
350 Jay Street, 20th Floor
Brooklyn, NY 11201

Section 8 – Assignments or Subcontracts

- a) The parties shall not subcontract or assign the Agreement, or otherwise dispose of its rights, title, or interest therein or any part thereof, to any person, without obtaining the prior written consent of the other party. Consent by a party to any assignment or subcontract by the other party of the services performed under this Agreement shall not be deemed to create a contractual relationship between the consenting party and the subcontracting party or assignee.

Section 9 – Nonwaiver

- a) Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein or by law, or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party of any of its obligations under this Agreement, shall not be deemed a waiver of any rights of the parties to insist upon strict performance hereof or of any of its rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions in this Agreement.

Section 10 – Severability

- a) Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were originally deleted.

Section 11 – Time is of the Essence

- a) For all requests made by the parties pursuant to this Agreement, time is of the essence. The acceptance of late performance, with or without objections or reservations by the

parties, shall not constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

Section 12 – Compliance with Laws

- a) The parties agree that they will comply with all applicable federal, state, and local laws, regulations and codes in the performance of this Agreement.

Section 13 – Entire Agreement

- a) This Agreement, and the Exhibits attached hereto, constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understanding, representation, and/or warranties, both written and oral, among the parties with respect to the subject matter hereof.

Section 14 – Amendments

- a) The parties may notify each other of proposed changes, or additions to, the scope of this Agreement. Such changes shall become effective only by mutual written agreement by the parties in an amendment hereto.

Section 15 – No Third-Party Beneficiary Rights

- a) No provision of this Agreement shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person a third-party beneficiary of the Agreement or of any one or more of the provisions herein, or otherwise give rise to any cause of action in any person not a party hereto.

Section 16 – Dispute Resolution

- a) The parties agree that any dispute arising out of or relating to this Agreement – where monetary damages are sought as all or part of the remedy – shall be resolved in accordance with the procedures specified in this Section, which shall be the sole and exclusive procedure for resolution of disputes where monetary damages are sought as part or all of the remedy.
 - i. The parties shall attempt in good faith to resolve any disputes arising out of or relating to this Agreement promptly by negotiation between executives who have the authority to settle the controversy. If the matter has not been resolved within sixty (60) days of the party's request for negotiation, either party may initiate litigation upon ten (10) days' written notice to the other party.

Section 17 – Governing Law

- a) This Agreement, and/or any dispute, controversy or proceeding arising out of or relating to this Agreement, shall be governed by the substantive laws of the State of New York.

Section 18 – Exclusive Forum in Designated Courts

- a) All claims and matters arising out of or related to this Agreement, whether sounding in contract, tort, or otherwise, shall be brought in a court of competent jurisdiction of the State of New York.

Section 19 – Representation by Counsel

- a) The parties acknowledge that: 1) they have had the opportunity to consult with counsel in regard to this Agreement; 2) they have read and understand the Agreement and they are fully aware of its legal effect; and 3) they are entering into this Agreement freely and voluntarily, and based upon each party's own judgment and not on any representations or promises made by the other party, other than those contained in this Agreement.

Section 20 – Force Majeure

- a) No party shall be liable to another party, nor be deemed to have defaulted or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement due to any of the following causes beyond such party's reasonable control:
 - i. acts of God;
 - ii. flood, fire or explosion;
 - iii. war, invasion, riot or other civil unrest;
 - iv. embargoes or blockades in effect on or after the date of this Agreement;
 - v. national or regional emergency;
 - vi. strikes, labor stoppages or slowdowns or other industrial disturbances;
 - vii. shortage of adequate power or transportation facilities; or
 - viii. any other event that is beyond the control of such party.
- b) The party suffering the Force Majeure event shall give notice within ten (10) days of the Force Majeure event to the party to which performance is owed, stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and ensure that the effects of such Force Majeure event are minimized.

Section 21 – Headings

- a) The headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.


Section 22 – Counterparts

- a) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. Facsimile signatures shall have the same force and effect as originals.

Accordingly, the parties hereto duly execute this Agreement as of the dates indicated below.

Unified Court System of the State of New York
25 Beaver Street
New York, N.Y. 10004

Kings County District Attorney's Office
350 Jay Street
Brooklyn, N.Y. 11201

By: 
Print: Justin Barry, Esq.
Title: Chief of Administration
Date: 7/24/2023

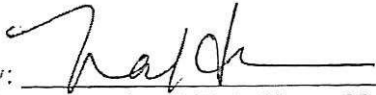
By: 
Print: Executive A.D.A. Nancy Hoppock
Title: Chief Assistant District Attorney
Date:

Exhibit A
Budget for the Agreement
Between UCS and KCDA

Manufacturer	Description	Part #	Qty Needed	Cost per item	Total Cost
Dell	Precision i7 workstations - 3460		1	\$1,439.00	\$1,439.00
Dell	22" Dell Monitors	P2219H	6	\$108.89	\$653.34
Dell	24" Dell touch screen monitor	P2418HT	0	\$312.10	\$0.00
Dell	Dell Wireless Keyboard and mouse	KM7321W	2	\$54.29	\$108.58
Dell	55" Dell monitor	C5519Q	2	\$905.69	\$1,811.38
Extreme	5420-48 - Port Switch	5420-48P	1	\$7,500.00	\$7,500.00
Extreme	5420-24- Port Switch	5420-24P	0	\$2,482.14	\$0.00
Extreme	X435 - 24 port switch	X435-24P-4s	0	\$1,009.92	\$0.00
Extreme	Power Cord	1099	1	\$11.89	\$11.89
Extreme	920W PoE PSU	XN-ACPWR-920W	1	\$558.01	\$558.01
Extreme	X435 - 8port switch	X435-8p-4S	1	\$880.00	\$880.00
Extreme	SFP's for 5420 & X 435	Integra 10065-IO	8	\$50.00	\$400.00
Gvision	55" POE Monitors - Gvision	POE32bd-AS-4000	0	\$2,431.00	\$0.00
Peerless	Wall mount for the 32" Gvision	PA740	0	\$46.44	\$0.00
Epson	Epson DOC Camera	DC-21	1	\$500.00	\$500.00
PTZ Optics	Camera	PT20X-NDI-ZCAM	4	\$900.00	\$3,600.00
PTZ Optics	Camera	PTVL-NDI-ZCAM	0	\$645.03	\$0.00
PTZ Optics	Camera	PT30X-NDI-GY	1	\$1,655.54	\$1,655.54
IPEVO Doc Cam	Camera		0	\$196.95	\$0.00
Peerless	LCD Mount with desk clamp	LCT100S	2	\$75.00	\$150.00
Ergomart	Low profile Mount	SL102-100	4	\$77.70	\$310.80
Peerless	Flatpanel Cart	SR560M	0	\$440.79	\$0.00
Peerless for 55" monitor	Articulating Wall Mount	SA771PU	2	\$363.74	\$727.48
Beetronics	15" Non-touchscreen	15HD7M	2	\$451.10	\$902.20
Beetronics	15" Touch screen	15TS7		\$458.64	\$0.00
Beetronics	12" Non-touchscreen	12HD7M	0	\$349.17	\$0.00
Beetronics	19" non-touchscreen	19HD7M	10	\$550.00	\$5,500.00
Beetronics	22" Touch Screen	22TS7M	1	\$700.00	\$700.00
Magewell	Magwell USB Capture - 32040	32040	1	\$275.72	\$275.72
Magewell	Magewell Encoders - 64050	64050	5	\$425.00	\$2,125.00
Magewell	Magewell Decoders - 64100	64100	20	\$425.00	\$8,500.00
Kinivo	5port HDMI Switch - Kinivo		2	\$64.34	\$128.68
Icron	Icron USB 2.0 extender	2304	2	\$530.53	\$1,061.06
AV Access	1x4 HDMI Splitter	4KSP14-D	2	\$24.16	\$48.32
Chief	Pole Mounts for Jury Box	various			
Videosecu	Videosecu mounts - Box Camera Mounts	MCB1W	4	\$9.99	\$39.96
Huddlecram	Huddlecram mounts - PTZ 30x Optics	HCM-1	1	\$30.39	\$30.39
CentroPower	PoE Extender	POE-EX2005-4P-60W	14	\$53.30	\$746.20
Ruban	Cable locks to secure monitors	8541558657	5	\$18.99	\$94.95
Texas POE	POE to AC Power Splitter	GAT-24v25w	10	\$30.99	\$309.90
Onite	20AWG 3ft DC (2pack)	X001C42DFJ	10	\$6.99	\$69.90
McMaster-Carr	screws (25 pk) for Magewell + shipping	94105A538	1	\$6.71	\$6.71
TrippLite	1ft HDMI Patch Cables	P569-001	20	\$3.80	\$76.00
TrippLite	3ft HDMI Patch Cables	P568-003-BK-GRP	20	\$4.38	\$87.60
TrippLite	6ft HDMI Patch Cables	P568-006-BK-GRP	10	\$4.80	\$48.00
TrippLite	3ft Cat6 Patch Cables	N200-003-BK	20	\$1.92	\$38.40
TrippLite	6ft Cat6 Patch Cables	N200-006-BK	10	\$2.39	\$23.90
American Time	15" POE Clock (+ 90.00 shipping)	PE66BAPD304	1	\$210.95	\$210.95
Apple	Apple Lightening to HDMI Converter dongle	MD826AM/A	1	\$59.00	\$59.00
Monoprice	3ft Display Port to HDMI Converter Cable - 10 pk	13359	1	\$59.99	\$59.99
Plugable	USB 2.0 extension cable 5M	USB2-5M	1	\$17.77	\$17.77
Plugable	USB 2.0 extension cable 10M	USB2-10M	1	\$22.72	\$22.72
Orico	USB 3.0 Hub	M3H4-VI	2	\$18.99	\$37.98
Cudy	90W POE++ injector	POE350	0	\$79.90	\$0.00
Chief	36" Speed-Connect Fixed Extension Column	CMS-036	4	\$33.58	\$134.32
Chief	Kontour K0 Pole Mount	K0P100B	4	\$99.81	\$399.24
Chief	4" Ceiling Plate	CMA-105	4	\$30.77	\$123.08
Chief	Kontour K0 Wall Mount	K0W100B	4	\$148.80	\$595.20
Chief	Vinyl Cap (10-Pack)	CMA278	1	\$24.09	\$24.09
Epiphan	Pearl Mini Live Video Production System	ESP1440	1	\$3,495.00	\$3,495.00
		EWDX MKE 2 / 835S Set			
Sennheiser	EW-DX MKE 2-835-S Dual Channel Wireless Mic Sys (Q19)		1	\$2,191.34	\$2,191.34
Sennheiser	EW-D Charging Set	EW-D Charging Set	1	\$129.60	\$129.60
Displays2Go	TV stand with wheels, height adjustable - Silver	MB1030SLV	2	\$193.99	\$387.98

AFX	Radeon RX 6400 SWFT105 Graphics Card	RX-64XL4SFG2	1	\$155.65	\$155.65
Audio					
Williams Sound	IR T2 emitter	IR T2	1	\$450.18	\$450.18
Williams Sound	2-bay chargers	CHG 3502	1	\$64.00	\$64.00
Williams Sound	Body pack receiver	WIRRX22	2	\$129.49	\$258.98
Williams Sound	Neckloop	NKL-01	1	\$38.99	\$38.99
Williams Sound	Headphones	HED 027	2	\$16.02	\$32.04
Williams Sound	Rechargeable batteries	BAT 026-2	2	\$9.79	\$19.58
Total					\$50,026.59