

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE COUNTY OF ALBANY, THE COUNTY OF SARATOGA, AND
THE COUNTY OF SCHENECTADY
ESTABLISHING PARAMETERS FOR ASSIGNED COUNSEL PROGRAM COLLABORATION IN
IMPROVING INDIGENT DEFENSE SERVICES IN THE CAPITAL REGION

This Memorandum of Understanding (“MOU”), made as of this _____ of 2022, by and between the **County of Albany**, having its principal office located at 112 State Street, Albany, New York 12207 (hereinafter “Albany”), the **County of Saratoga**, having its principal office at 40 McMaster Street, Ballston Spa, New York 12020 (hereinafter “Saratoga”), and the **County of Schenectady**, having its principal office located at 620 State Street, Schenectady, New York 12305 (hereinafter “Schenectady”), and the **County of Warren**, having its principal office located at 1340 State Route 9 Lake George, NY 12845. Albany, Saratoga, and Schenectady may be referred to individually as a “[P]arty,” and collectively as the “[p]arties” as appropriate.

WHEREAS, the right of individuals to have competent, effective representation in criminal prosecutions and certain family court proceedings has long been established in the State of New York; and

WHEREAS, the responsibility for providing the necessary resources to provide these services has traditionally been left as a responsibility of County governments in the State of New York; and

WHEREAS, the State of New York, through the New York State Office of Indigent Legal Services (“ILS”), has agreed to provide significant grant resources to local governments in order to improve the quality of indigent defense statewide (hereinafter the “ILS Funding”), and

WHEREAS, the Parties have each signed a separate Agreement with the State of New York in which they receive financial support to improve indigent defense services while meeting specific programmatic and financial benchmarks; and

WHEREAS, each of the Parties possesses an Assigned Counsel Program, which is required under to provide such programs to their attorneys via the ILS Funding; and

WHEREAS, the Parties’ Assigned Counsel Programs wish to collaborate with one another on various training, education, and resource programs on an as-needed basis,

Therefore, it is agreed by the parties signing below that:

I. The above-mentioned county Assigned Counsel Programs shall collaborate to provide training programs, continued legal education (CLE) programs, and resource programs to the panel members of each County’s Assigned Counsel Program.

II. That, upon the execution of an Amendment to this Memorandum of Understanding, other assigned counsel programs throughout the Capitol Region may join this collaboration.

III. That this collaboration will be dedicated solely to the provision of attorney training programs, continued legal education programs, and resource programs and shall only utilize funds allocated by their respective budgets for these purposes.

IV. That the Parties, by mutual agreement, agree to allocate either financial resources or equivalent services to provide these programs to fulfill their grant responsibilities for ILS Funding. Programs employed in the pursuit of this objective would incorporate this MOU by reference, and be subject to the normal fiscal processes required by their respective State and County budgetary processes.

IN WITNESS HEREOF, each of the Parties has duly signed this Memorandum of Understanding on the dates written below:

County of Albany Representative

Date

County of Saratoga Representative

Date

County of Schenectady Representative

Date

County of Warren Representative

Date

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2022, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF _____) SS.:

On the ____ day of _____, 2022, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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NOTARY PUBLIC