

E-4-22 ADDITIONAL INFORMATION

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LAURA CURRAN
County Executive



JESSICA MOLINARES KALPAKIS
Acting County Attorney

**COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY**

TO: Robert Cleary, Chief Procurement and Compliance Officer

FROM: County Attorney's Office

DATE: December 6, 2021

SUBJECT: Delay Memo – CQLR21000001

This memorandum is submitted in response to your request for a “delay memo” to explain the retroactivity of the above-mentioned contract. This is a new contract with the firm Bee Ready Fishbein Hatter & Donovan, LLP (“Counsel”) to provide services as outside counsel in various employee union arbitrations, Public Employment Relations Board proceedings, and employee labor and disciplinary matters for the County’s Office of Labor Relations. Counsel previously provided these services under County contract number CQAT15000002, as amended (“CQAT15000002”). CQAT15000002 expired on December 31, 2018, and this new contract has been drafted with a start date of January 1, 2019 to ensure continuity of services through completion of the matters assigned to Counsel.

Prior to the expiration of CQAT15000002, the County Attorney’s Office (the “Office”) engaged in a complete and thorough review of all matters assigned to Counsel. Further, Counsel was required to submit budgets on each of its assigned matters, detailing costs anticipated for the life of each file.

This Office and Counsel went through a series of budget submissions and changes in order to ensure that the contract, as presented, is in conformity with the County’s Litigation Management Guidelines and to ensure that funding is appropriate on all matters.

Upon review of the budgets, it was determined that some budgeted costs were not necessary, resulting in a lower maximum dollar authorization under the contract than would have otherwise been presented for approval if this review did not take place. Due to the volume of cases assigned, individually identifying and budgeting for each case was an arduous and time-consuming process. As soon as the amount was finalized and accepted by both parties, the contract package was prepared and submitted for all requisite County approvals.

A handwritten signature in dark ink, appearing to read "D. Gregware", is written over a horizontal line.

DANIEL GREGWARE
Deputy County Attorney