

AGENDA

**NASSAU COUNTY INTERIM FINANCE AUTHORITY
TUESDAY, AUGUST 29, 2017, 6:30 PM
MARRIOTT LONG ISLAND HOTEL & CONFERENCE CENTER
101 JAMES DOOLITTLE BLVD., UNIONDALE, NY 11553**

Call to Order

Action Items

- I. Approval of the Minutes of July 25, 2017
- II. Consideration of a Voluntary Separation Agreement Between the County of Nassau and the Civil Service Employees Union
- III. Consideration of County Contract for Legal Aid Society
- IV. Authorization to Receive and Post CMA Report and to Take Related Actions

Adjournment

DRAFT – SUBJECT TO REVIEW AND REVISION

NASSAU COUNTY INTERIM FINANCE AUTHORITY
MEETING OF THE DIRECTORS
MINUTES OF JULY 25, 2017

The Directors of the Nassau County Interim Finance Authority met on July 25, 2017 at 7:01 PM at the Marriott Long Island Hotel & Conference Center located at 101 James Doolittle Blvd, Uniondale, NY 11553.

Directors present: Adam Barsky, Chairman
John Buran
Paul Leventhal
Lester Petracca
Howard Weitzman
Christopher Wright

Directors absent: Paul Annunziato

Staff present: Evan Cohen, Executive Director
Carl Dreyer, Treasurer
Laurie Giardina, Corporate Secretary
Jeremy Wise, General Counsel

1. Call to Order/Roll Call

The meeting was called to order at 7:01 PM.

2. Approval of Minutes

On a motion by Director Wright, the Directors approved the minutes from the meeting on March 7, 2017. A typo was corrected in the minutes to show that Howard Weitzman did attend the meeting on April 18, 2017.

Positive votes: 6

Negative votes: 0

Resolution No. 17-678

APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN AT THE APRIL 18, 2017 MEETING OF THE DIRECTORS OF THE NASSAU COUNTY INTERIM FINANCE AUTHORITY

RESOLVED, that the Minutes of the meeting of the Authority held on April 18, 2017 are hereby approved and all actions taken by the Directors present at such meeting, as set forth in such Minutes, are hereby in all respects ratified and approved as actions of the Authority.

* * *

3. Consideration of Extension of Reimbursement Period

The Directors were asked to approve a resolution to further extend the reimbursement period for County General Obligation Bonds issued for the benefit of Nassau Community College. The resolution would extend the reimbursement period to December 31, 2026.

On a motion by Director Wright, the Directors approved the resolution to extend the reimbursement period.

Positive votes: 6

Negative votes: 0

Resolution No. 17-679

CONSIDERATION OF EXTENSION OF REIMBURSEMENT PERIOD FOR NASSAU COUNTY GENERAL OBLIGATION BONDS ISSUED FOR NASSAU COMMUNITY COLLEGE TERMINATION PAYMENTS

RESOLVED, that the materials presented to the Directors (the “Materials”) are incorporated into this Resolution and are ordered to be filed with the records of the Nassau County Interim Finance Authority (the “Authority”); and be it further

RESOLVED, that based upon the discussions in the Materials and pursuant to Section 3669 2(e) of the Authority Act, the Directors have reviewed and hereby approve the terms of the County’s proposal to extend the reimbursement period on Nassau County General Obligation Bonds issued to fund Nassau Community College termination payments to December 31, 2026; and be it further

RESOLVED, that staff may take all actions and do all things that they deem necessary to carry out the intent of this resolution.

* * *

4. Approval of County Contract for Nassau Health Care Corporation

The Directors were asked to approve a resolution for a County contract with Nassau Health Care Corporation. The contract is for with NHCC. Its term is two years and provides for medical, mental health, dental and ancillary services to inmates incarcerated at the Nassau County Correctional Center. The annual cost estimate is \$21 million per year for a total cost of \$42 million plus the cost of liability insurance. It was recommended that an allowance of up to 10% per contract year, or \$2,100,000 per contract year, be authorized to cover overages identified during the reconciliation process.

DRAFT – SUBJECT TO REVIEW AND REVISION

After much discussion, the Directors made it clear that any additional costs over and above the 10% cap would require the County to take offsetting action, either from a revenue increase or an expense decrease.

On a motion by Director Wright, the Directors approved the resolution

Positive votes: 6

Negative votes: 0

Resolution No. 17-680

APPROVAL OF COUNTY CONTRACT FOR NASSAU HEALTH CARE CORPORATION

RESOLVED, that the materials presented to this meeting of the Board of Directors (the “Materials”) are ordered to be filed with the records of the Nassau County Interim Finance Authority (the “Authority”); and be it further

RESOLVED, that based upon the discussion in the Materials and pursuant to Section 3669 2(d) of the Authority Act, the Authority hereby approves the County’s Contract for Nassau Health Care Corporation, which is projected to cost \$42 million plus an allowance for cost overages identified during the quarterly reconciliation process of up to 10% per contract year; and be it further

RESOLVED, that staff may take all actions and do all things that they deem necessary to carry out the intent of this resolution.

* * *

5. Executive Session

Pursuant to section 105 subdivision 1E of the NYS Open Meetings Law, the Chairman entertained a motion, which was seconded by Director Petracca, to go into executive session to discuss the County’s recent efforts in the area of collective bargaining and negotiations. At 7:16 PM the open session of the Directors was temporarily adjourned and an executive session of the Directors was convened.

Positive votes: 6

Negative votes: 0

Resolution No. 17-681

EXECUTIVE SESSION - PURSUANT TO SECTION 105, subdivision 1E OF THE NEW YORK STATE OPEN MEETINGS LAW

RESOLVED, that pursuant to Section 105, subdivision 1E of the New York State Open Meetings

DRAFT – SUBJECT TO REVIEW AND REVISION

Law, the Directors of the Nassau County Interim Finance Authority shall convene in Executive Session for the purpose of discussing the County's recent efforts in the area of collective bargaining and negotiations.

* * *

6. Reconvene

At 8:30 PM the executive session was adjourned and the open session was reconvened. Director Wright stated that no votes were taken during executive session.

7. Adjournment

The Chairman made a motion to adjourn. The meeting was adjourned at 8:30 PM.

Respectfully submitted,

Laurie A. Giardina
Corporate Secretary

NASSAU COUNTY INTERIM FINANCE AUTHORITY

FOR CONSIDERATION

August 29, 2017

TO: NIFA Directors

FROM: Evan Cohen

SUBJECT: CSEA Voluntary Separation Incentive Program Memorandum of Agreement and Understanding

REQUEST FOR: 2017 CSEA Voluntary Separation Incentive Program

Introduction:

The Directors have previously approved Voluntary Separation Incentive Programs (“VSIPs”) for the Civil Service Employees Association (“CSEA”). You are being asked to approve an additional VSIP, the terms of which are outlined in the attached Memorandum of Agreement between the County Executive and the CSEA.

Background:

The 2017 Voluntary Separation Incentive Program for the CSEA (“2017 VSIP”) was passed by the County Legislature on August 23, 2017. It is intended to generate labor savings for the County by motivating some of the most highly compensated employees to leave the County, thereby reducing payroll.

An employee is eligible for the 2017 VSIP if they are a full-time Nassau County employee who has completed ten (10) years of service and are currently represented by the CSEA.

Participating employees will receive a lump sum incentive payment (or at the employee’s option in three installments) equal to \$1,000 per year for each year of completed service as of the County resignation date, which must be no later than September 15, 2017.

Discussion:

The County contends that VSIPs provide recurring benefits in future years through the reduction of the costs of personnel, which accounts for approximately one-half of the County budget. The amount and duration of savings depends on the number of participants, their salaries and pension Tier status, and the number of months each of the participants accelerated their planned dates of separation. It is most likely that the imputed VSIP savings are short term; however, the County

has agreed to limit the number of backfilled positions to 50%, which will result in a permanent reduction in full-time headcount.

VSIP savings can be realized by incentivizing higher paid CSEA employees to separate from the County and either (1) backfilling their positions with new employees hired at much lower salaries and less costly fringe benefits; (2) leaving their positions vacant to maximize payroll savings; or (3) a combination of the two actions. The 2015 VSIP had 174 participants and the backfill rate was self-limiting to 47 % (in practice, not by resolution).

The County must closely monitor the separation incentive program to ensure that grant funded, revenue producing, and overtime sensitive positions are timely backfilled in order to avoid any negative impact on the Multi-Year Plan. Of course, any payroll savings resulting from the VSIP will be reduced to the extent that vacant positions are backfilled.

The VSIP will generate upfront costs from the program's incentive payments as well as from normal termination payments, which would otherwise be paid in installments to separating employees over the subsequent three years.

The County is expected to fund all VSIP-related costs, to the extent they are not covered by payroll savings, with operating revenue (no bond proceeds).

Requested Action:

Review of and possible approval of the terms of the proposed VSIP.

Attachment:

Memorandum of Agreement
Resolution

NASSAU COUNTY INTERIM FINANCE AUTHORITY

RESOLUTION NO. 17-683

APPROVAL OF A VOLUNTARY SEPARATION AGREEMENT BETWEEN THE COUNTY OF NASSAU AND THE CIVIL SERVICE EMPLOYEES UNION.

RESOLVED, that the materials presented to this meeting of the Directors (the “Materials”) are ordered to be filed with the records of the Nassau County Interim Finance Authority (the “Authority”); and

RESOLVED, that based upon the discussion in the Materials the Authority hereby approves, a voluntary separation agreement between the County of Nassau and the Civil Service Employees Association; and

RESOLVED, that the County will fund all VSIP-related costs, to the extent they are not covered by payroll savings, with operating revenue (no bond proceeds); and be it further

RESOLVED, that the County will limit the number of backfilled positions to 50%.

Adam Barsky
Chairperson

August 29, 2017



331-17

Staff Summary

Subject Ordinance –2017 Voluntary Separation Incentive Program – Civil Service Employees Association (2017 VSIP)
Department County Executive
Department Head Name Edward P. Mangano
Department Head Signature
Date August 10, 2017

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	County Executive or Deputy		Director of Legislative Affairs
	Budget	8/10/17 	Counsel to County Executive

Purpose:

The Voluntary Separation Incentive Program for the Civil Service Employees Association (2017 VSIP) is intended to generate further labor savings for the County, on top of those generated by the recently adopted agreement with CSEA, as it will encourage some of our most highly compensated employees to leave the County, thereby reducing payroll.

Discussion / Procedure

An employee is eligible for the 2017 VSIP if they are a full-time Nassau County employee who has completed ten (10) years of service represented by the CSEA.

Participating employees will receive a lump sum incentive payment equal to \$1,000 per year for each year of completed service as of the County resignation date. Any Termination Pay to which the employee is otherwise entitled pursuant to existing collective bargaining agreements is payable in one lump sum payment, within ninety (90) business days of his/her last day of County service; or at the employee's option in three installments.

VSIPs are not a "one-shot" solution. VSIPs provide recurring benefits in future years through the reduction of the costs of personnel, which accounts for nearly one-half of the County budget. The 2017 VSIP will incentivize Tier 1 and Tier 2 employees to retire. The County contributes between 14 and 15.3%, which increases annually, of the pension costs for Tier 1 and 2 employees. Tier 3 and 4 employees receive contributions of 11.3%, also increasing annually. The savings are real, substantial, and recurring.

For example, the VSIPs that the County has offered in the past have proven to be very successful. The 2014 VSIP resulted in 198 separations and the backfill rate has been limited to 50%. Net of new hires the County is saving \$9.0 million in salaries annually from last year's VSIP. If you add a 40% fringe rate to that number the savings grows to \$12.6 million. The 2015 VSIP resulted in 174 separations with net of new hires total savings again was \$9.0 million in salaries. Analyses of the County's employee profile shows that the number of employees eligible to retire without penalty is similar to last year, therefore we are projecting that a VSIP will yield net annual savings of \$12 million.

By incentivizing higher paid CSEA employees to separate from service the County will be able to replace these departures with new employees who are subject to the provisions of the 2014 collective bargaining agreement including reduced starting salaries, 15% employee contribution towards health care and will have pension membership in Tier VI.

In addition, the parties have agreed to hold to a backfill rate of 50% unless exemptions are approved by NIFA

Impact on Funding:

2017 AUG 10 A.M. 31
NASSAU COUNTY
OFFICE OF THE COUNTY CLERK
RECEIVED

Nassau County expects to realize savings up to \$12 million annually. Final savings depend on the total amount of participants in the 2017 VSIP.

Recommendation:

Approve as submitted



County of Nassau Inter-Departmental Memo

To: Clerk of the County Legislature
From: County Attorney
Date: August 10, 2017
Subject: ORDINANCE - ORIG. DEPT. – Office of Management and Budget

AN ORDINANCE extending a voluntary separation incentive to certain officers and employees represented by CSEA.

The above-described document attached hereto is forwarded for your review and approval and subsequent transmittal to the County Legislature for inclusion upon its calendar.

CARNELL T. FOSKEY
County Attorney

A handwritten signature in black ink, appearing to read "Nicholas Vevante".

By: Nicholas Vevante
Deputy County Attorney

Attachments

ORDINANCE NO. 114-- 2017

AN ORDINANCE EXTENDING A VOLUNTARY SEPARATION
INCENTIVE TO CERTAIN OFFICERS AND EMPLOYEES
REPRESENTED BY CSEA

APPROVED AS TO FORM



Deputy County Attorney

Passed by Nassau County Legislature
on 8-23-17
votes for 14 votes against 0; abstained 0; recused : 0
Became an ordinance on 8-24-2017
With the approval of the County Executive

WHEREAS, a voluntary separation incentive program can save Nassau County labor costs, on top of those generated by a recently adopted agreement with the Civil Service Employees Association, by encouraging some of the County's most highly compensated employees to leave County employment, reducing payroll; and

WHEREAS, the Civil Service Employees Association have executed a Memorandum of Agreement and Understanding ("Nassau County 2017 Voluntary Separation Incentive Program") with the County to offer an incentive to encourage their members to separate from service voluntarily in order to help the County realize savings in labor costs; and

NOW THEREFORE, BE IT ORDAINED, by the County Legislature of the County of Nassau as follows:

Section 1. Eligibility. An officer or employee shall be eligible to participate in the Incentive described in section 3 of this Ordinance so long as the officer or employee is a covered CSEA employee pursuant to the Nassau County 2017 Voluntary Separation Incentive Program Memorandum of Agreement and Understanding.

§ 2. Required action. An officer or employee who meets the conditions for the Incentive set forth in section 1 of this Ordinance shall be eligible for the Incentive only if the officer or employee voluntarily complies with the terms of the Nassau County 2017 Voluntary Separation Incentive Program Memorandum of Agreement and Understanding.

§ 3. Incentive. Subject to the restrictions in this ordinance, an officer or employee who meets both the conditions of section 1 and the requirements of section 2 of this Ordinance shall receive (a) a payment of \$1,000 for each full year of actual completed service to be paid in a lump sum consistent with the terms established in the applicable Nassau County 2017 Voluntary Separation Incentive Program Memorandum of Agreement and Understanding, and (b) any other payment to which he or she is entitled pursuant to the applicable Nassau County 2017 Voluntary Separation Incentive Program Memorandum of Agreement and Understanding.

§ 4. Voluntary agreement. Participation in the Incentive is voluntary and no employee shall be required to participate in the incentive.

§ 5. Program options. If the Governor of the State of New York signs into law a Voluntary Separation Incentive Program or Retirement Incentive Program that applies to any of the employees represented by the respective Unions, and such program is extended by the County to its eligible employees, any such eligible employees will have the option of participating in either the program established by this Ordinance or the program authorized by such State law, whether

or not such employee has already submitted a Letter of Resignation, provided that such employee has not already separated from County service.

§ 6. SEQRA determination. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101, *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. A record of such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

§ 7. Severability. If any section, subdivision or provision of this ordinance or the application thereof to any person or circumstance be adjudged invalid by a court of competent jurisdiction, such judgment shall be confined in its operation to the section, subdivision or provision of or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this ordinance, or the application thereof to other persons or circumstances.

§ 8. Effective date. This ordinance shall be effective immediately.

APPROVED



County Executive

DATE

August 24, 2017

MEMORANDUM OF AGREEMENT AND UNDERSTANDING

BETWEEN

NASSAU COUNTY

AND

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME,
AFL-CIO, COVERING LOCAL 830 CSEA**

(NASSAU COUNTY 2017 VOLUNTARY SEPARATION INCENTIVE PROGRAM)

WHEREAS, the County of Nassau ("County") is a public employer as defined in the New York State Civil Service Law; and

WHEREAS, the CIVIL SERVICE EMPLOYEES ASSOCIATION LOCAL 1000, AFSCME AFL-CIO ("CSEA") is an employee organization as defined in said Law; and

WHEREAS, the County seeks to develop a Voluntary Separation Incentive Program in 2017 ("2017 VSIP"); and

WHEREAS, the CSEA seeks to obtain the best possible benefits for their members who may voluntarily choose to participate in the 2017 VSIP; and

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. Nassau County shall develop a 2017 VSIP that is both voluntary and complies with all federal and state laws and regulations.
2. The 2017 VSIP shall include the following provisions:
 - a. **Eligibility:** An employee is eligible for the 2017 VSIP if s/he is a Full Time Nassau County employee represented by CSEA with a minimum of ten years (10) of employment.
 - b. **Separation Incentive Window** (period of time during which individuals may consider participating in the program): August 9, 2017 through September 15, 2017, inclusive.
 - c. **Resignation Letter:** By no later than September 15, 2017, an eligible employee must submit an executed irrevocable letter of resignation from County employment to the Nassau County Office of Human Resources.
 - d. **County Resignation Date:** The effective date of Nassau County resignation shall be no later than close of business on September 15, 2017.

- e. Waiver and General Release: An employee must execute a Waiver and General Release and submit it to the Nassau County Office of Human Resources on his/her County Resignation Date. The Waiver and General Release shall be “knowing and voluntary” and must meet all requirements set forth in the Older Worker’s Benefit Protection Act (OWBPA). The waiver must release the County and CSEA from any and all claims by departing employees resulting from their employment, except for any such claim, which was pending in any court, administrative agency or other forum as of the date of the full execution of this Memorandum of Agreement and Understanding, and, among other things, confirms their agreement not to file or otherwise pursue legal actions or claims against the County and CSEA.
 - f. Parties agree that a backfill rate specifically for this 2017 VSIP of not to exceed fifty (50) percent is to be applied unless further approval to exceed the (50) percent is granted by the Nassau Interim Finance Authority.
3. Eligible employees who opt-in on or before September 15, 2017 and who resign on or before the County Resignation Date and who submit a valid Waiver and General Release that has not been revoked within seven (7) days of its execution and who submit an irrevocable letter of resignation from County employment will receive the following incentive bonus offerings:
- a. A lump sum incentive payment equal to \$1000 per year for each year of completed service as of the County Resignation Date (e.g. an employee with 20 years of completed service reflected in County records would receive a one-time lump sum incentive payment of \$20,000). The definition of “years of completed service” shall be consistent with “years of actual completed service” as set forth in Section 2-15 of the Collective Bargaining Agreement. Nassau County shall make all reasonable and best efforts to make this incentive payment to each departing employee within sixty (60) business days of his/her County Resignation Date; and
 - b. Notwithstanding any Collective Bargaining Agreement provision or past practice to the contrary, any Termination Pay to which the employee is otherwise entitled pursuant to the Nassau-CSEA Collective Bargaining Agreement, in one lump sum payment, within ninety (90) business days of his/her last day of County service; or at the employee’s option in three installments. This payment shall be based upon CBA Section 44-10.1(a)-(c), except that it shall not be based upon the Early Retirement Incentive Program formulas set forth in the second paragraph of CBA Section 44-10.1(c).
 - c. Payout of all accrued vacation leave inclusive of that which is contained in said employee’s catastrophic vacation bank and all bonus vacation days on a prorated basis. This includes any vacation or other accrued time which has not yet been transferred to employee’s catastrophic vacation bank.
4. Prior to announcing the 2017 VSIP, the County agrees to provide the CSEA with a written draft 2017 VSIP, which shall include all forms required to be signed by departing employees.

The final terms and form of the 2017 VSIP must be agreed to by all parties prior to its implementation.

5. The County shall announce the 2017 VSIP on or about August 9, 2017.
6. The County agrees that participation in the 2017 VSIP is voluntary and if eligible employees choose not to participate in the 2017 VSIP, their decision not to participate will not affect their employment status or benefits in any way.
7. Any employee who voluntarily participates in the 2017 VSIP shall not be permitted to return to County employment within eighteen (18) months from the employee's County Resignation Date, unless otherwise mutually agreed to by the Parties.
8. This Agreement is subject in all respects to the ratification procedures of the Nassau County Legislature and the Nassau Interim Finance Authority.
 - a. If the Nassau County Legislature fails to authorize this Agreement, this Agreement shall be cancelled and its terms shall be null and void.
 - b. If the Nassau Interim Finance Authority fails to authorize this Agreement, this Agreement shall be cancelled and its terms shall be null and void.
9. If this Agreement is cancelled for any reason, no adverse inference shall be drawn against any party by virtue of it having entered into the Agreement. In addition, any resignation letters, any waiver/general release agreements, or any other documents relating to and/or received pursuant to this Agreement shall be null and void.
10. This Agreement constitutes the entire agreement among the County and CSEA regarding its subject matter. No other promises have been made. This Agreement may not be modified except by a written agreement between the Parties and ratified by the Nassau Interim Finance Authority.
11. The individuals that execute this document expressly assert they have the agency and authority to bind the party they represent, the County and CSEA, subject to the express provisions set forth above.

Agreed and Accepted on Behalf of
the County of Nassau:



Dated:

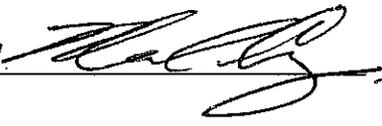
8/10/17

Agreed and Accepted on Behalf of
the Civil Service Employees Association:



Dated:

8/10/17

8-10-17 
Dated:

ATTACHMENT A
(CSEA)

**IRREVOCABLE LETTER OF RESIGNATION FROM COUNTY EMPLOYMENT
FOR SEPARATION PURPOSES**

Melissa Gallucci
Director
Nassau County Office of Human Resources
One West Street
Mineola, New York 11501

Dear Ms. Gallucci:

Pursuant to the terms and conditions of the 2017 VOLUNTARY SEPARATION INCENTIVE PROGRAM ("2017 VSIP") offered by the County of Nassau, please accept this letter as an irrevocable letter of resignation for separation purposes. **My resignation from Nassau County shall be effective upon close of business:**

_____, 2017 (*between August 9, 2017 and September 15, 2017, c.o.b.*).
(insert Nassau County Resignation date)

I understand that my resignation is irrevocable, unless notice of revocation is received by you at the above address within seven (7) calendar days of today.

I further understand that, should the 2017 VSIP not become activated or should the 2017 VSIP be cancelled for any reason, then this letter shall be null and void. Thereafter, should I desire to do so, I may still resign by submitting a letter of resignation but understand that I will not receive any benefits pursuant to the Incentive. I will, however, receive any benefits to which I may be entitled pursuant to the Nassau-CSEA Collective Bargaining Agreement.

In addition, as required by the terms of the 2017 VSIP, I will submit my signed Waiver and General Release of Claims to the Office of Human Resources on the Nassau County Resignation Date listed above.

Sincerely,

Signature

TODAY'S DATE: _____, 2017

Print Name

Termination Payout Selection (Check and Initial One Only)

I would like my Termination pay under CBA Section 44-10 to be paid in one lump sum within ninety (90) days of my Nassau County Resignation date. I realize that I will not receive any future contractual raises on this payment.

I would like my Termination pay under CBA Section 44-10 to be paid out as set forth in CBA Section 44-10.1(d) (e.g., 3 yearly installments).

ATTACHMENT B
(CSEA)

WAIVER AND GENERAL RELEASE AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY. IT INCLUDES A RELEASE OF ALL CLAIMS AND A WAIVER OF ALL RIGHTS TO MAKE A CLAIM AGAINST THE COUNTY OF NASSAU AND CSEA THAT YOU HAVE BEEN DISCRIMINATED AGAINST BECAUSE OF YOUR AGE OR FOR ANY OTHER REASON, AS WELL AS ANY CLAIM OF RETALIATION.

IF YOU DECIDE TO PARTICIPATE IN THE 2017 VOLUNTARY SEPARATION INCENTIVE PROGRAM, PLEASE SIGN AND SUBMIT THIS AGREEMENT TO HUMAN RESOURCES ON YOUR NASSAU COUNTY RESIGNATION DATE.

IF YOU DO SIGN THIS AGREEMENT, YOU HAVE SEVEN (7) DAYS TO CHANGE YOUR MIND AND TERMINATE THIS AGREEMENT, THEREBY RELEASING ALL PARTIES OF ANY OBLIGATIONS SET FORTH IN THIS AGREEMENT.

YOU SHOULD CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.

WHEREAS, NASSAU COUNTY (“Employer”) and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO by NASSAU LOCAL 830 (“CSEA”), entered into an Agreement dated August 9, 2017, (the “August 9th Agreement”) which, *inter alia*, includes a Voluntary Separation Incentive Program (the “Incentive”), all of the terms and conditions of which are expressly incorporated in this Agreement as though fully and completely set forth in the Agreement; and

WHEREAS, pursuant to the terms and conditions of the Incentive, Employee represents that he or she meets the terms and conditions of the Incentive and has submitted an irrevocable letter of resignation in accordance with the terms and time frames set forth in the Incentive; and

WHEREAS, as a condition of the Employer entering into the Incentive, and Employee being deemed an Eligible Employee pursuant to the Incentive, Employee has agreed to execute this Agreement.

NOW, THEREFORE, based upon these mutual premises and agreement, the Employee agrees as follows:

1. Assuming the terms and conditions of the Incentive are met, and Employee signs this Agreement and complies with the various terms and conditions, Employee will receive benefits pursuant to the Incentive that are greater than those to which Employee would otherwise be entitled, including that Employee will receive \$1000.00 per year of service upon separation pursuant to the terms of the Incentive. This Paragraph is to be construed consistent with all the terms of the Memorandum of Agreement and Understanding.
2. Employee understands that the Incentive will only become effective if the conditions set forth in the Incentive occur. Should the Incentive not become effective, this Agreement will

ATTACHMENT B
(CSEA)

not become effective even if Employee signs this Agreement and eight (8) days have passed following Employee's complete execution of this Agreement.

3. In exchange for the increased benefits as set forth in Paragraph 3 of this Agreement and in Paragraph 3 of the Incentive, Employee, for himself or herself, and his or her successors, administrators, executors and assigns, hereby waives and releases the Employer and the CSEA, whether in its or their individual or official capacities, and all persons, acting by, through, under or in concert with any of them (collectively "Releasees") from any and all claims, charges, complaints or damages related to his or her employment, including attorneys' fees (collectively and individually "Assertions"), in any court, administrative agency or other forum, including a grievance brought pursuant to the CBA, that Employee has or may have against the Releasees at the time of the execution of this Agreement except for any such Assertion, which was pending in any court, administrative agency or other forum as of August 9, 2017.

This release includes such Assertions not commenced on or before the date of the execution of this Agreement, whether or not known at the time of the making of this Agreement, that may be deemed to have arisen under or may be deemed to exist pursuant to this or any other agreement, the Incentive, the CBA, and/or any federal, state or local law or ordinance, constitution or any rules, regulations or procedures promulgated thereunder. These agreements and laws include, but are not limited to Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 1981 of Title 42 of the United States Code, the Family Medical Leave Act, the Pregnancy Discrimination Act, the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Rehabilitation Act of 1973, the Equal Pay Act, the New York State Human Rights Law, the New York State Civil Service, Retirement and Social Security and General Municipal Laws, the New York State Public Employees' Fair Employment Act, wrongful termination, as well as rights under any and all common law causes of action.

Further, except as provided above with respect to actions that have been commenced on or prior to the date of the execution of this Agreement, Employee shall, to the fullest extent permitted by law, upon the full execution of this Agreement, waive any and all Assertions Employee has or may have against the Releasees for wages or benefits of any kind except for those provided for in this Agreement and Employee affirmatively represents that as of the date of execution of this Agreement, (s)he has been paid all monies and benefits to which (s)he is entitled. This release is intended to be specific where applicable, as well as general and unconditional.

Notwithstanding any provision of this Agreement, the waiver and release of claims provided in this paragraph (3) shall ***not apply*** to workers' compensation claims.

4. In addition, in exchange for Employee's receipt of \$1000.00 payment for each year of service pursuant to the terms and conditions of the Incentive and as set forth in Paragraph 1 above, Employee, for himself or herself, and his or her successors, administrators, executors and assigns, hereby waives and releases the Releasees from any and all claims, charges, complaints or damages, including attorneys' fees, Employee has or may have against the

ATTACHMENT B
(CSEA)

Releasees at the time of the execution of this Agreement, pursuant to the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, from birth through and including the date of this Agreement, against each or any of the Releasees.

5. Employee represents and agrees that (s)he has not filed any lawsuits that relate in any way to this Agreement, the Incentive or the August 9th Agreement against the Releasees and, to the greatest extent permitted by law, Employee agrees not to do so in the future, with respect to any claim released by this Agreement, the Incentive, or the August 9th Agreement. In addition, in the event any such action may be brought by a third party, to the extent consistent with applicable law, Employee expressly waives any claim to any form of monetary or other damages, or any other form of recovery or relief in connection with any such action, or in connection with any such action. If Employee violates this Agreement by filing or bringing any claims or action contrary to this Paragraph, in addition to any other rights and remedies the Employer may have, Employee shall immediately reimburse the Employer for all amounts paid to Employee pursuant to this Agreement and to which Employee would not otherwise be eligible.
6. Employee certifies by his/her signature below that Employee has carefully reviewed all the terms of this Agreement and understands its full meaning and effect, including the release of claims. Employee acknowledges that (s)he has had sufficient time to obtain the benefit of, consultation with, and review of this Agreement by, counsel of independent choosing.
7. Employee acknowledges that his/her waiver and release of rights and claims as set forth in this Agreement is in exchange for valuable consideration that (s)he would not otherwise be entitled to receive.
8. This Agreement has not been made as a result of pressure or time constraints, and has been made freely and voluntarily by Employee. Employee acknowledges that no representations or promises have been made which are not specifically set forth in this Agreement. Employee affirmatively states that (s)he has not been required to participate in the Incentive, that (s)he could have continued in the Employer's employ and that (s)he has freely and voluntarily decided to resign from employment.
9. If Employee does not return this Agreement fully executed to the Director of Human Resources, Nassau County, One West Street, Mineola, New York 11501 on his or her County Resignation Date, any offer implied by this Agreement is withdrawn in its entirety at that time. Employee further understands that (s)he has seven (7) days after execution of this Agreement within which to provide the Employer with written notice of revocation of this Agreement. If written notice of revocation is not received by the Director of Human Resources at the address set forth above by the close of business on the seventh day following Employee's execution of this Agreement, the Employer agrees that, upon the expiration of the eighth day following the complete execution by Employee of this Agreement, and Employee's compliance with all of the Incentive's terms and conditions, provided that the Incentive is activated, Employee shall be deemed to be an Eligible Employee pursuant to the terms and conditions of the Incentive and this Agreement shall be

ATTACHMENT B
(CSEA)

final, binding and irrevocable. Employee acknowledges that the Employer encouraged Employee to seek advice from an attorney before agreeing to and signing this Agreement.

10. This Agreement is made and entered into in the State of New York and shall in all respects be interpreted, enforced and governed under the laws of New York State without regard to its conflicts of law principles, with venue of any action in Nassau County, New York. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties, even though one of the Parties, through counsel, may have prepared a provision whose meaning or interpretation is in dispute. If any provision of this Agreement is found to be unlawful, the remaining provisions shall remain fully enforceable.

(CONTINUED ON NEXT PAGE)

ATTACHMENT B
(CSEA)

(CONTINUED FROM PREVIOUS PAGE)

11. This Agreement constitutes the entire Waiver and Release Agreement, and supersedes any other agreements previously reached. This Agreement, including this provision, may be changed only in a writing signed by the Releasees and the Employee.

PLEASE READ AND CONSIDER THIS AGREEMENT CAREFULLY BEFORE EXECUTING. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

_____ Dated: _____, 2017
(Employee's Signature)

(Print Employee Name)

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the _____ day of _____ in the year 2017 before me 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument.

NOTARY PUBLIC



NASSAU COUNTY INTERIM FINANCE AUTHORITY

FOR CONSIDERATION

August 29, 2017

TO: NIFA Directors

FROM: Evan Cohen

SUBJECT: Legal Aid Society of Nassau County

REQUEST FOR: Consideration of County Contract for Legal Aid Society of Nassau County

Introduction:

On March 24, 2011 NIFA adopted the Contract Approval Guidelines, as subsequently amended, (“Guidelines”), which include the Contract Approval Request Form. The Guidelines delineate the dollar thresholds and approval process of all County contracts that must be submitted to NIFA for approval.

On August 23, 2017, the County submitted a contract for Legal Aid Society of Nassau County to NIFA for approval. The vendor is a sole source provider. The contract is a multiple year contract that extends through 2019 and the remaining term is valued at \$13,875,553.

Discussion:

Pursuant to County Law, the County is mandated to provide legal representation to criminal defendants and civil litigants in certain Family Court and Surrogate Court proceedings. Legal representation is provided through the Legal Aid Society and through a panel of private attorneys screened by the Nassau County Bar Association.

This is a multiple year contract for which the County had historically requested funding approval per annum. The current request for approval completes the five-year cycle of this contract to provide funding of \$6,852,125 for fiscal 2018 and \$7,023,428 for fiscal 2019, the term of the contract for a total of \$13,875,553.

Requested Action:

You are requested to approve the County’s contract with the Legal Aid Society.

Attachment:

Resolution

NASSAU COUNTY INTERIM FINANCE AUTHORITY

RESOLUTION NO. 17-684

APPROVAL OF COUNTY CONTRACT FOR LEGAL AID SOCIETY OF NASSAU COUNTY

RESOLVED, that the materials presented to this meeting of the Directors (the “Materials”) are ordered to be filed with the records of the Nassau County Interim Finance Authority (the “Authority”); and be it further

RESOLVED, that based upon the discussion in the Materials and pursuant to Section 3669 2(d) of the Authority Act, the Authority hereby approves the County’s Contract for Legal Aid Society of Nassau County which is projected to cost \$13,875,553; and be it further

RESOLVED, that staff may take all actions and do all things that they deem necessary to carry out the intent of this resolution.

Adam Barsky
Chairperson

August 29, 2017

NASSAU COUNTY INTERIM FINANCE AUTHORITY

FOR CONSIDERATION

August 29, 2017

TO: NIFA Directors

FROM: Evan Cohen

SUBJECT: Operational, Structural and Financial Review of Nassau County

REQUEST FOR: Authorization to Receive and Post CMA Report and to Take Related Actions

Background

As you are aware, the Authority had expressed its concern with the County's FY 2017 Budget as well as the out years in the 2017 – 2020 Multi-Year Financial Plan. NIFA's approval of the County's FY 2017 – 2020 Multi-Year Financial Plan was predicated on the County incurring no more than a \$60 million GAAP deficit in FY 2017 and no deficit in FY 2018. However, NIFA recognized that the County might need to adjust certain of its assumptions to reach these requirements and NIFA wanted to be prepared to make meaningful suggestions to the County should unanticipated negative events arise.

NIFA felt the best way to be prepared to give meaningful input, should the need arise, was to hire a consultant(s) to review certain key aspects of the County's Budget and operations. Consequently, on January 20, 2017, NIFA posted on its website and published in "The New York State Contract Reporter" a Request for Proposals ("RFP"). The RFP was returnable on February 13, 2017.

In the RFP, it indicated that NIFA was seeking the services of a consulting firm to review Nassau County's Budget and Multi-Year Financial Plan to make recommendations on operational, structural and financial matters with the goal of yielding immediate financial savings for the County.

Consequently, after an RFP process and approval of the Directors at their March meeting, NIFA engaged the consulting firm of Capital Markets Advisors, LLC ("CMA").

Discussion

On July 17, 2017, NIFA forwarded a confidential draft report to a limited number of key County personnel for comment (the "Report"). Certain preliminary comments were then conveyed to CMA for consideration and, as they deemed appropriate, incorporated into their final Report.

NIFA has now received a final Report from CMA (“Final Report”) dated August 29, 2017 which staff wishes to give to the County and post on the NIFA website for informational purposes.

It should be emphasized that the Final Report remains solely the independent work product of CMA. It has not been edited by NIFA nor are its recommendations endorsed or approved by NIFA. As required, NIFA will make CMA personnel available for direct discussion of their recommendations with the County.

Requested Action

It is hereby requested that the Chairman of NIFA or his designee(s) be given the authority to transmit the Final Report to the County and to post the Final Report on the NIFA website, as well as take all related actions deemed necessary or appropriate.

Attachments:

Resolution

Final Report

NASSAU COUNTY INTERIM FINANCE AUTHORITY

RESOLUTION NO. 17-685

**AUTHORIZATION TO RECEIVE AND POST CAPITAL MARKETS ADVISORS' REPORT
AND TO TAKE RELATED ACTIONS**

RESOLVED, that the materials presented to this meeting (the "Materials") are ordered to be filed with the records of the Nassau County Interim Finance Authority (the "Authority"); and be it further

RESOLVED, that based upon the Material presented to this meeting, the Directors have received the Final Report of Capital Markets Advisors, LLC described in the Materials; and be it further

RESOLVED, that the Chairman of NIFA or his designee(s) are hereby given the authority to transmit the Final Report to the County and to post the Final Report on the NIFA website as well as take all related actions

Adam Barsky
Chairperson

August 29, 2017

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