



Certified: --

**E-53-26**

FILED BY THE NASSAU COUNTY CLERK OF  
THE LEGISLATURE APRIL 6, 2026  
4:46 PM

**NIFS ID: CLAT26000008**

Capital:

Contract ID #: **CQAT24000030**

NIFS Entry Date: **02/25/2026**

**Department: County Attorney**

Service: **special counsel (TPVA/Admin Fee Cases)**

Term: **November 27, 2023 to completion of services**

Contract Delayed:

Slip Type: <b>Amendment</b>		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	<b>No</b>
2) Comptroller Approval Form Attached:	<b>No</b>
3) CSEA Agmt. & 32 Compliance Attached:	<b>No</b>
4) Significant Adverse Information Identified? (if yes, attach memo):	<b>No</b>
5) Insurance Required:	<b>Yes</b>

<b>Vendor/Municipality Info:</b>	
Name: <b>Rosenberg Calica Birney Liebman &amp; Ross LLP</b>	ID#: <b>992722197</b>
Main Address: <b>400 Garden City Plaza Garden City, NY 11530</b>	
Main Contact: <b>Joshua Liebman</b>	
Main Phone: <b>(516) 747-7400</b>	

<b>Department:</b>
Contact Name: <b>Mary Nori</b>
Address: <b>1 West Street Mineola, New York 11501</b>
Phone: <b>(516) 571-6083</b>
Email: <b>hoggeri@nassaucountyny.gov, mnori@nassaucountyny.gov, acaruso@nassaucountyny.gov</b>

**Contract Summary**

**Purpose:** This is an Amendment (#2) to an existing special counsel contract with Rosenberg Calica Birney Liebman & Ross LLP ("RCBLR" or "Counsel"), formerly known as Rosenberg Calica & Birney LLP ("RCB"), the firm selected to provide legal services to the County on several fee dispute cases brought against the County, which challenge local laws involving the collection of fees such as Driver Responsibility Fee, Public Safety Fee, and Red-Light Violations Fee, among others.

**Procurement History:** In April 2018, 2019, and 2022, the County Attorney's Office conducted a formal Request for Qualification ("RFQ") to identify eligible, experienced legal counsel for a broad array of legal areas, and a panel of firms ("Panel") qualified to provide legal services for the County has been established. RCB had been added to the Panel. Two (2) streamlined mini-bid solicitations were issued. The mini-bid for Kharoufa was issued October 31, 2023, and the mini-bid for Guthart, Madson & Falk was issued November 17, 2023. In both solicitations, a total of thirty-one (31) candidates qualified in the areas of Appeals, Class

Action and Municipal Defense were solicited from the RFQ panel. Three (3) firms responded to each solicitation. After reviewing several factors, the committee found that Counsel possessed a satisfactory reputation in state and federal courts handling Appeals, Class Action, and Municipal Defense cases for municipalities. Based on the committee's analysis, RCB's proposal was deemed fit for working on the above referenced matters. RCBLR has also been added to the Panel.

**Description of General Provisions:** Services under the Agreement shall include, but not be limited to, motion practice; pre-trial discovery; trial; appeals; and such other Services as may be required to fully represent the County.

**Impact on Funding / Price Analysis:** This amendment will increase the maximum amount by \$400,000. The amended maximum amount will be \$1,935,000. There will be a partial encumbrance of \$100,000.

**Change in Contract from Prior Procurement:** This amendment increases the maximum amount and amends the Services section of the agreement to include defending the County in the following fee case: Vishal Jakhu and Thomas Auriemma, on behalf of themselves and all others so similarly situated v. The County of Nassau, The Nassau County Traffic and Parking Violations Agency, and The Nassau County Legislature, Index No. 601418/2026.

**Method of Source Selection:**

Contract amendment, extension, or renewal

Contract originally executed on: 08/01/2024

Original procurement method: RFQ; mini-bid

**MWBE Participation:**

Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

Vendor will not require any subcontractors.

Contractor is a (check all that apply):

MWBE

SDVOB

**Recommendation:** Approve as Submitted

# Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGEN1100	DE502	ATGEN1100 DE502	05	\$100,000.00
<b>TOTAL</b>								<b>\$100,000.00</b>

Additional Info	
Blanket Encumbrance	
Transaction	
<b>Renewal</b>	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$100,000.00
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
<b>Total</b>	<b>\$100,000.00</b>

# Routing Slip

Department			
NIFS Entry	Mary Nori	04/03/2026 12:45PM	Approved
NIFS Final Approval	Mary Nori	04/03/2026 12:45PM	Approved
Final Approval	Mary Nori	04/03/2026 12:45PM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	04/03/2026 02:31PM	Approved
RE & Insurance Verification	Grady Farnan	04/06/2026 09:07AM	Approved
NIFS Approval	Mary Nori	04/06/2026 02:52PM	Approved
Final Approval	Mary Nori	04/06/2026 02:52PM	Approved
OMB			
NIFS Approval	Raquel Rosen	04/06/2026 11:30AM	Approved
NIFA Approval	Christopher Nolan	04/06/2026 11:49AM	Approved
Final Approval	Christopher Nolan	04/06/2026 11:49AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	04/06/2026 03:24PM	Approved
DCE Compliance Approval	Robert Cleary	04/06/2026 04:05PM	Approved
Vertical DCE Approval	Arthur Walsh	04/06/2026 04:38PM	Approved
Final Approval	Arthur Walsh	04/06/2026 04:38PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	04/06/2026 04:41PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
<b>NIFA</b>			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY’S OFFICE AND ROSENBERG CALICA BIRNEY LIEBMAN & ROSS, LLP.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Rosenberg Calica Birney Liebman & Ross, LLP., to provide professional legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the amendment to the agreement with Rosenberg Calica Birney Liebman & Ross, LLP.

## AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Rosenberg Calica Birney Liebman & Ross LLP**, formerly known as **Rosenberg Calica & Birney LLP**, with an office located at 400 Garden City Plaza, Suite 403, Garden City, New York 11530 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT24000030 between the County and Counsel, executed on behalf of the County on August 1, 2024, and as amended by amendment one (1), County contract amendment number CLAT25000010, executed on behalf of the County on September 17, 2025 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from November 27, 2023, until the completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Million Five Hundred Thirty-Five Thousand Dollars (\$1,535,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount and amend the Services section of the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall, for all existing and new matters, be increased by Four Hundred Thousand Dollars (\$400,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be One Million Nine Hundred Thirty-Five Thousand Dollars (\$1,935,000.00) (the "Amended Maximum Amount").

2. Services. The services to be provided by Counsel under this Amendment, in addition to the cases mentioned in Appendix A of the Original Agreement, shall be amended to include defending the following fee case: *Vishal Jakhu and Thomas Auriemma, on behalf of themselves and all others so similarly situated v. The County of Nassau, The Nassau County Traffic and Parking Violations Agency, and The Nassau County Legislature*, Index No. 601418/2026 (the "Amended Services").

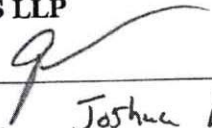
3. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Amendment. Counsel further acknowledges that the initial encumbrance shall be One Hundred Thousand Dollars (\$100,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

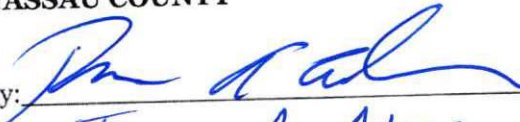
[Remainder of Page Intentionally Left Blank.]

WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

**ROSENBERG CALICA BIRNEY LIEBMAN &  
ROSS LLP**

By:   
Name: Joshua Liebman  
Title: Partner  
Date: 2/20/26

**NASSAU COUNTY**

By:   
Name: Thomas A. Adams  
Title: County Attorney  
Date: 2/20/2026

**NASSAU COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
 Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK





Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Rosenberg Calica Birney Liebman & Ross LLP

2. Amount requiring NIFA approval: \$400,000.00

Amount to be encumbered: \$100,000.00

Slip Type: Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: to November 27, 2023 to completion of services

Has work or services on this contract commenced? Yes

If yes, please explain: This is an amendment to an existing contract.

4. Funding Source:

Table with funding sources: General Fund (GEN), Capital Improvement Fund (CAP), Federal %, State %, County % and Grant Fund (GRT), Other.

Is the cash available for the full amount of the contract? Yes
If not, will it require a future borrowing? No
Has the County Legislature approved the borrowing? N/A
Has NIFA approved the borrowing for this contract? N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is an Amendment (2) to an existing special counsel contract with Rosenberg Calica Birney Liebman & Ross LLP ("RCBLR" or "Counsel"), formerly known as Rosenberg Calica & Birney LLP ("RCB"), the firm selected to provide legal services to the County on several fee dispute cases brought against the County, which challenge local laws involving the collection of fees such as Driver Responsibility Fee, Public Safety Fee, and Red-Light Violations Fee, among others.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Yes
Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Table with 3 columns: Contract ID, Posting Date, Amount Added in Prior 12 Months

**AUTHORIZATION**

**To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.**

CNOLAN

04/06/2026

**Authenticated User**

**Date**

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**COMPTROLLER'S OFFICE**

**To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.**

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

**If this is a capital project:**

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

**Authenticated User**

**Date**

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**NIFA**

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

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**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES  NO  If yes, to what campaign committee?

See attached.

1 File(s) uploaded: 00540731.XLSX

Electronically signed and certified at the date and time indicated by:  
Joshua Liebman [JLIEBMAN@ROSENBERGLLP.COM]

Dated: 03/04/2026 06:14:01 pm

Vendor: Rosenberg Calica Birney Liebman & Ross LLP

Title: Partner

Contribution Date	Amount	Contributor/Detail Orig	Recipient	Disclosure	Committee Filer Type	Filer Count	Filer Municipality
10/4/2024	\$250.00	JOSHUA LIEBMAN	Steve Rhoads for Senate - ID# 382212	2024 State, Public Carr	State	Nassau	Nassau
4/8/2024	\$500.00	Joshua Liebman	Blakeman for Nassau - ID# 165158	2024 State, Authorized	County	Nassau	Hempstead
7/11/2024	\$500.00	Joshua Liebman	Friends of Don Clavin - ID# 3549	2024 State, Authorized	County	Nassau	Nassau
3/27/2024	\$500.00	Joshua Liebman	Nassau County Republican Committee - ID# 1522	2024 State, Constituter	County	Nassau	Nassau
4/1/2024	\$350.00	Joshua Liebman	Nassau County Republican Committee - ID# 1522	2024 State, Constituter	County	Nassau	Nassau
3/15/2024	\$500.00	Joshua Liebman	Nassau County Republican Committee - ID# 1522	2024 State, Constituter	County	Nassau	Nassau
10/20/2024	\$275.00	Joshua Liebman	Friends of Don Clavin - ID# 3549	2024 State, Authorized	County	Nassau	Hempstead
10/20/2024	\$275.00	Joshua Liebman	Friends of Don Clavin - ID# 3549	2024 State, Authorized	County	Nassau	Hempstead
10/1/2024	\$500.00	Joshua Liebman	Citizens for Saladino - ID# 11479	2024 State, Authorized	County	Nassau	Oyster Bay
10/21/2024	\$500.00	Joshua Liebman	Nassau County Republican Committee - ID# 1522	2024 State, Constituter	County	Nassau	Nassau
1/11/2025	\$125.00	Joshua Liebman	Friends of Don Clavin - ID# 3549	2025 State, Authorized	County	Nassau	Hempstead
1/11/2025	\$125.00	Joshua Liebman	Friends of Don Clavin - ID# 3549	2025 State, Authorized	County	Nassau	Hempstead
1/11/2025	\$500.00	Joshua Liebman	Friends of Don Clavin - ID# 3549	2025 State, Authorized	County	Nassau	Hempstead
8/30/2024	\$1,000.00	Joshua Liebman	Blakeman for Nassau - ID# 165158	2025 State, Authorized	County	Nassau	Nassau
11/11/2024	\$2,500.00	Joshua Liebman	Blakeman for Nassau - ID# 165158	2025 State, Authorized	County	Nassau	Nassau
1/22/2025	\$5,000.00	Joshua Liebman	Nassau County Republican Committee - ID# 1522	2025 State, Constituter	County	Nassau	Nassau
3/14/2025	\$1,500.00	Joshua Liebman	Nassau County Republican Committee - ID# 1522	2025 State, Constituter	County	Nassau	Nassau
9/24/2024	\$500.00	Joshua Liebman	Glen Cove Republican City Comm - ID# 12749	2024 State, Party Coun	County	Nassau	Glen Cove
8/1/2024	\$200.00	Joshua Liebman	Friends of Don Clavin - ID# 3549	2024 State, Authorized	County	Nassau	Hempstead
9/30/2024	\$500.00	Joshua Liebman	Friends of Don Clavin - ID# 3549	2024 State, Authorized	County	Nassau	Hempstead
9/30/2024	\$1,500.00	Joshua Liebman	Friends of Don Clavin - ID# 3549	2024 State, Authorized	County	Nassau	Hempstead
5/8/2025	\$500.00	Joshua Liebman	Maureen O'Connell for County Clerk - ID# 8178	2025 State, Authorized	County	Nassau	Nassau
4/28/2025	\$2,000.00	Joshua Liebman	Nassau County Republican Committee - ID# 1522	2025 State, Constituter	County	Nassau	Nassau
1/16/2025	\$500.00	Joshua Liebman	Citizens for Saladino - ID# 11479	2025 State, Authorized	County	Nassau	Oyster Bay
4/29/2025	\$250.00	Joshua Liebman	Blakeman for Nassau - ID# 165158	2025 State, Authorized	County	Nassau	Nassau
6/13/2025	\$1,000.00	Joshua Liebman	Blakeman for Nassau - ID# 165158	2025 State, Authorized	County	Nassau	Nassau
2/7/2025	\$2,500.00	Joshua Liebman	Blakeman for Nassau - ID# 165158	2025 State, Authorized	County	Nassau	Nassau
4/29/2025	\$250.00	Joshua Liebman	Blakeman for Nassau - ID# 165158	2025 State, Authorized	County	Nassau	Nassau
5/6/2025	\$1,500.00	Joshua Liebman	Glen Cove Republican City Comm - ID# 12749	2025 State, Party Coun	County	Nassau	Glen Cove
9/23/2025	\$750.00	Joshua Liebman	North Hempstead Republican Century Club - ID# 1516	2025 State, Duty Const	County	Nassau	North Hempstead
7/29/2025	\$500.00	Joshua Liebman	Glen Cove Republican City Comm - ID# 12749	2025 State, Party Coun	County	Nassau	Glen Cove
2/20/2025	\$2,500.00	Joshua Liebman	Friends of Don Clavin - ID# 3549	2025 State, Authorized	County	Nassau	Hempstead
9/30/2025	\$550.00	Joshua Liebman	Friends of John Ferretti - ID# 527489	2025 State, Authorized	County	Nassau	Hempstead
9/30/2025	\$198.00	Joshua Liebman	Friends of John Ferretti - ID# 527489	2025 State, Authorized	County	Nassau	Hempstead
9/30/2025	\$1,000.00	Joshua Liebman	Friends of John Ferretti - ID# 527489	2025 State, Authorized	County	Nassau	Hempstead
11/19/2025	\$1,000.00	Joshua Liebman	Nassau County Republican Committee - ID# 1522	2025 State, Constituter	County	Nassau	Hempstead
4/3/2024	\$150.00	JOSHUA LIEBMAN	Steve Rhoads for Senate - ID# 382212	2024 State, Public Carr	State	Nassau	Nassau

3/24/2025	\$1,250.00	Joshua M Liebman	Howard Kopel for Legislature - ID# 1510	2025 State, Authorized County	Nassau	Nassau
10/21/2025	\$750.00	Joshua Liebman Attor	Friends of Jeanine Driscoll - ID# 18708	2025 State, Authorized County	Nassau	Hempstead
5/30/2025	\$1,350.00	joshua m liebman	Friends of John Giuffre - ID# 165215	2025 State, Authorized County	Nassau	Nassau
5/28/2024	\$350.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2024 State, Constituter County	Nassau	Nassau
6/11/2024	\$1,000.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2024 State, Constituter County	Nassau	Nassau
9/10/2024	\$500.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2024 State, Constituter County	Nassau	Nassau
7/31/2024	\$2,500.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2024 State, Constituter County	Nassau	Nassau
8/28/2024	\$350.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2024 State, Constituter County	Nassau	Nassau
8/28/2024	\$1,000.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2024 State, Constituter County	Nassau	Nassau
9/25/2024	\$1,000.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2024 State, Constituter County	Nassau	Nassau
9/6/2024	\$1,500.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2024 State, Constituter County	Nassau	Nassau
10/28/2024	\$1,350.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2024 State, Constituter County	Nassau	Nassau
11/1/2024	\$2,500.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2024 State, Constituter County	Nassau	Nassau
12/19/2024	\$1,185.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2025 State, Constituter County	Nassau	Nassau
11/29/2024	\$1,000.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2025 State, Constituter County	Nassau	Nassau
1/6/2025	\$185.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2025 State, Constituter County	Nassau	Nassau
1/20/2025	\$675.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2025 State, Constituter County	Nassau	Nassau
3/14/2025	\$5,000.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2025 State, Constituter County	Nassau	Nassau
5/19/2025	\$225.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2025 State, Constituter County	Nassau	Nassau
4/9/2025	\$1,500.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2025 State, Constituter County	Nassau	Nassau
4/28/2025	\$500.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2025 State, Constituter County	Nassau	Nassau
5/19/2025	\$225.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2025 State, Constituter County	Nassau	Nassau
5/19/2025	\$2,500.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2025 State, Constituter County	Nassau	Nassau
8/22/2025	\$500.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2025 State, Constituter County	Nassau	Nassau
7/18/2025	\$2,500.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2025 State, Constituter County	Nassau	Nassau
9/10/2025	\$600.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2025 State, Constituter County	Nassau	Nassau
10/10/2025	\$1,400.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2025 State, Constituter County	Nassau	Nassau
10/3/2025	\$500.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2025 State, Constituter County	Nassau	Nassau
11/20/2025	\$2,000.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522	2025 State, Constituter County	Nassau	Nassau

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Joshua M Liebman  
Date of birth: [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
Country: US

Business Address: 400 Garden City Plaza, Ste 403  
City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530  
Country: US  
Telephone: (516) 747-7400

Other present address(es): 400 Garden City Plaza  
City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530  
Country: US  
Telephone: 5167477400

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>03/01/2024</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?  
YES  NO  If Yes, provide details.  

50%
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4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution

made in whole or in part between you and the business submitting the questionnaire?

YES  NO  If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES  NO  If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES  NO  If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES  NO  If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

I, Joshua Liebman , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joshua Liebman , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Rosenberg Calica Birney Liebman & Ross LLP

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Name of submitting business

Electronically signed and certified at the date and time indicated by:

Joshua Liebman JLIEBMAN@ROSENBERGLLP.COM

---

Managing Partner

---

Title

04/02/2026 05:39:19 pm

---

Date

**Business History Form**

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 06/20/2025

1) Proposer's Legal Name: Rosenberg Calica Birney Liebman & Ross LLP

2) Address of Place of Business: 400 Garden City Plaza, Ste 403

City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530

Country: US

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Does the business own or rent its facilities? Rent \_\_\_\_\_ If other, please provide details: \_\_\_\_\_

4) Dun and Bradstreet number: None

5) Federal I.D. Number: [REDACTED]

6) The proposer is a: Partnership (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?  
YES [ ] NO [X] If yes, please provide details:  
\_\_\_\_\_

8) Does this business control one or more other businesses?  
YES [ ] NO [X] If yes, please provide details:  
\_\_\_\_\_

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  
 YES  NO  If yes, please provide details:
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?  
 YES  NO  If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
- 11) Has the proposer, during the past seven years, been declared bankrupt?  
 YES  NO  If yes, state date, court jurisdiction, amount of liabilities and amount of assets
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
 YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.  
 YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending?  
 YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- b) Any misdemeanor charge pending?  
 YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
 YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

[Empty box]

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

[Empty box]

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

[Empty box]

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

[Empty box]

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

[Empty box]

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exist.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exist.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exist.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Should a conflict arise we would notify the County and adhere to their guidelines

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES [ ] NO [X]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;  
03/01/2024

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.  
Joshua M. Liebman - [REDACTED] - Managing Partner  
Robert M. Calica - [REDACTED] - Partner

iii) Name, address and position of all officers and directors of the company. If none, explain.  
Joshua M. Liebman - [REDACTED] - Managing Partner - 50%  
Robert M. Calica - [REDACTED] - Partner - 50%

iv) State of incorporation (if applicable);  
NY

v) The number of employees in the firm;  
13

vi) Annual revenue of firm;  
[REDACTED]

vii) Summary of relevant accomplishments  
[REDACTED]

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viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.  
25

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.  
Since its inception, Rosenberg Calica Birney Liebman & Ross, LLP and the predecessor law firm known as Rosenberg Calica & Birney LLP (collectively, "RCB") has provided and continues to provide a full range of legal services to its diverse clientele which includes companies, both private and public, municipal governments, developers, business owners, professionals and individuals alike. RCB was formed over 23 years ago in 1999. RCB's senior partners have been practicing for over 40 years.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Dr. Richard Shlofmitz		
Contact Person	Dr. Richard Shlofmitz		
Address	100 Port Washington Blvd. Suite 105		
City	Port Washington	State/Province/Territory	NY
Country	US		

Telephone (516) 390-9640  
Fax #  
E-Mail Address Hartfixr1@aol.com

Company Kabro Associates  
Contact Person Neal Kaplan  
Address 121 Wheatley Road  
City Old Westbury State/Province/Territory NY  
Country US  
Telephone (516) 524-2414  
Fax #  
E-Mail Address neal@kabro.com

Company Creative Mobile Technologies, LLC  
Contact Person Ron Sherman  
Address 36-22 14th Street  
City Long Island City State/Province/Territory NY  
Country US  
Telephone (201) 519-7700  
Fax #  
E-Mail Address rstaxi@aol.com

I, Joshua Liebman , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joshua Liebman , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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Name of submitting business: Rosenberg Calica Birney Liebman & Ross LLP

Electronically signed and certified at the date and time indicated by:

Joshua Liebman JLIEBMAN@ROSENBERGLLP.COM

Partner

Title

03/04/2026

Date

## **Rosenberg Calica Birney Liebman & Ross LLP Attorneys**

a) Joshua M. Liebman, Esq. –

1. Year of Admission: 2009
2. Mr. Liebman's practice includes all aspects of commercial litigation. Mr. Liebman graduated from New York University, magna cum laude, with a B.S. in Sports Management, in 2005. Mr. Liebman attended St. John's University School of Law, graduating in 2008, where he received CALI Excellence for the Future Awards for Business Organizations and Labor Law. Josh has been named as a "Rising Star" on the Super Lawyers list. He is a member of the American Bar Association.

b) Robert M. Calica, Esq. –

1. Year of Admission: 1970
2. Mr. Calica's practice includes all aspects of commercial and civil litigation and appeals. After graduating from New York University (B.A. 1966) and Brooklyn Law School (J.D. 1969) where he served as a published member of the Brooklyn Law Review, Mr. Calica began his distinguished career as a judicial law clerk in the Appellate Division, Second Department, where he clerked for two years and later joined a prominent New York City law firm as an associate. He later joined a major Long Island law firm where he quickly developed, grew a thriving litigation practice, and became Senior Litigation Partner and then a named Partner and head of the Litigation Department at another prominent Long Island law firm.

During the past 43 years, Mr. Calica has litigated numerous high profile cases throughout Long Island and New York State. Mr. Calica has been named annually to the "Super Lawyers" list. Mr. Calica is a member of the Nassau County Bar Association.

c) William J. Birney, Esq. –

1. Year of Admission: 1984
2. Mr. Birney practices in all areas of commercial, corporate, and real estate law, including transactions and lease negotiations, as well as business disputes, commercial real estate litigation and other civil disputes. Bill is a graduate of St. John's University School of Law (1983), where he was a member of the St. John's Law Review and received his undergraduate degree in business administration from the State University of New York at Oswego (1979).

d) Edward M. Ross, Esq. –

1. Year of Admission: 1992
2. Mr. Ross has extensive experience in all aspects of complex litigation. He has successfully prosecuted and defended numerous cases in federal and state court, and has achieved successful results via arbitration and mediation, involving a wide range of areas, including complex business disputes, municipal litigation, corporate litigation, partnership and LLC disputes, dissolutions, defamation, civil rights, banking litigation, fraud, securities litigation, bankruptcy litigation, employment disputes, intellectual property, class actions, construction and lease disputes, and estate litigation. He began his career as a litigation associate with a prominent New York City law firm. He is a graduate of Cornell University, and received his law degree from Brooklyn Law School in 1991, where he was a member of both the Brooklyn Law Review and the Moot Court Honor Society and was the recipient of several awards. He has also lectured and authored articles on a variety of litigation topics appearing in bar journals and other publications. Mr. Ross is a member of the Nassau County Bar Association and the New York State Bar Association.

e) Peter Clines, Esq. –

1. Year of Admission – 1989
2. Admitted to the bar in 1989, Mr. Clines specializes in governmental law and appellate practice. He has had an extensive career in private practice and public service, including as Chief of the Affirmative Litigation Bureau of the Nassau County Attorney's Office and legal counsel to the Nassau County Legislature. He has litigated a wide range of complex issues in the state and federal courts and has significant experience in Section 1983 Civil Rights litigation.

3. John S. Ciulla, Esq. –

1. Year of Admission: 1988
2. Mr. Ciulla specializes in complex commercial litigation. He has litigated a wide range of cases in state and federal courts concentrating in complex franchise disputes, civil rights litigation, business disputes, real estate matters, employment and labor issues, and general corporate matters.

f) Judah Serfaty, Esq. –

1. Year of Admission: 1994
2. Mr. Serfaty's practice includes all aspects of litigation, including commercial, real estate, corporate, constitutional law, and municipal defense. With an extensive appellate practice, he has successfully orally argued before the Second Circuit Court of Appeals, the New York Court of Appeals, the Appellate Divisions, and numerous other appellate and trial level courts. He has also written and submitted briefs in scores of high profile cases. Judah graduated top 10% from Touro Law School (J.D. cum laude 1993) where he was Research Editor for the Law Review. His prior experience includes almost seven years with the Appeals Bureau of the Nassau County Legal Aid Society. He presently proudly serves as a member of its Board of Directors. Judah has been named annually to the “Super Lawyers” list.

g) Peter J. Williams, Esq. –

1. Year of Admission: 1996
2. Mr. Williams concentrates on all aspects of commercial litigation. He has litigated a wide variety of cases in state and federal courts involving complex business disputes, commercial real estate disputes, partnership dissolutions, employment issues, intellectual property disputes, professional liability, bankruptcy adversary proceedings, insurance coverage and corporate related matters. After graduating from Columbia University (B.A. 1988), he attended Brooklyn Law School (J.D. 1995). Peter is also admitted to practice in Maryland.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Rosenberg Calica Birney Liebman & Ross LLP

Address: 400 Garden City Plaza Ste 403

City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530

Country: US

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Partnership (specify) \_\_\_\_\_

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

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5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

1 File(s) uploaded: 00540734.DOCX

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

100 Garden City Plaza

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Joshua Liebman [JLIEBMAN@ROSENBERGLLP.COM]

Dated: 03/04/2026 06:16:05 pm

Title: Partner

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Joshua M. Liebman



Robert M. Calica



50% Joshua M. Liebman

50% Robert M. Calica

## ASSIGNMENT AND AMENDMENT NO. 1

THIS ASSIGNMENT AND AMENDMENT (together with any appendices or exhibits hereto, this "Assignment and Amendment") dated as of the date that this Assignment and Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Rosenberg Calica & Birney LLP** ("Assignor"), and **Rosenberg Calica Birney Liebman & Ross LLP** ("Assignee"), with an office located at 400 Garden City Plaza, Suite 403, Garden City, New York 11530 ("Counsel" or "Contractor") (collectively the "Parties").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT24000030 between the County and Counsel, executed on behalf of the County on August 1, 2024 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from November 27, 2023, until the completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, during the course of this contract, Assignor's lead partner passed away and the firm restructured under a new name and EIN number; and

WHEREAS, as a result of the foregoing, the Assignor hereby desires to assign its rights, interests and obligations in and under the Original Agreement to Assignee, and Assignee agrees to accept such assignment, without interruption and assume responsibility under the Original Agreement effective as of May 1, 2025; and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the "Maximum Amount"); and

WHEREAS, the Parties desire and the County agrees to effectuate the assignment and amend the Original Agreement, including increasing the Maximum Amount and expanding the scope of Services.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

### **I. Amendment**

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Seven Hundred Eighty-Five Thousand Dollars (\$785,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be One Million Five Hundred Thirty-Five Thousand Dollars (\$1,535,000.00) (the "Amended Maximum Amount").

2. Services. The services to be provided by Counsel under this Amendment shall include representing the County in the administrative fee dispute case entitled *Benjamin Dubin & Byron Alston v. County of Nassau, et. al.*, Docket No. 2:16-cv-04209 that challenges the collection of fees (Driver Responsibility Fee, Public Safety Fee, and Red-Light Violation fees) by the Nassau County Traffic and Parking Violations Agency ("TPVA") (the "Amended Services").

3. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Amendment. Counsel further acknowledges that the initial encumbrance shall be Two Hundred Thousand Dollars (\$200,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

## II. Assignment

- a. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's rights, titles, interests and obligations arising under the Original Agreement, effective as of May 1, 2025 (the "Assignment Effective Date"), through the remaining term of the Original Agreement, including all renewals and extensions of such term. Invoices for services starting May 1, 2025, shall be paid to the Assignee.
- b. Assignee, for the benefit of Assignor and the County, hereby accepts the assignment and agrees to assume and perform all of the obligations and duties of Assignor under the Original Agreement, for the period from the Assignment Effective Date through the remaining term of the Original Agreement, including all renewals and extensions of such term. Assignee expressly covenants and agrees to assume and faithfully perform and discharge all of the terms, covenants, and obligations assumed or to be performed or discharged by the Assignor, without limitation, under the Original Agreement. Assignee agrees to be bound by the terms of the Original Agreement in every way as if Assignee were an original party to the Original Agreement. Such obligations include, but are not limited to, all liabilities arising from performance or non-performance of such obligations and duties before and/or after the Assignment Effective Date.
- c. Assignor understands and expressly agrees that by consenting to this Assignment, the County is not releasing or discharging the Assignor, and the Assignor shall not be released or discharged from its obligations, responsibilities or liabilities to the County under the Original Agreement for its actions or inactions occurring prior to the Assignment Effective Date.
- d. Assignor and Assignee understand and expressly agree that this assignment shall not be effective until (a) the Assignor and Assignee have executed this Assignment and Amendment; and (b) the County, by its authorized representative, has consented thereto by signing this Assignment and Amendment, whichever is later.
- e. Assignor and Assignee understand and expressly agree that no waiver or amendment of any provision of this assignment shall be effective unless such waiver or amendment is in writing and signed by the party to be charged and consented to in writing by the County.
- f. This Assignment shall be construed as the formal assignment and transfer of the Original Agreement and all obligations arising thereunder. Assignor and Assignee understand and expressly agree that this Assignment shall be binding upon their respective successors and

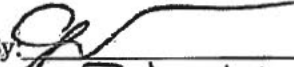
assigns.

- g. Upon this assignment, all references to the "Contractor" in the Original Agreement shall refer to Assignee.
  - h. Assignee shall provide to the County insurance certificates and endorsements for the identical type and amount of coverage currently required under the Original Agreement for this assignment to be effective, as well as provided County required vendor disclosure forms.
  - i. The Parties shall reasonably cooperate with each other to effectuate this assignment and shall assist each other in the orderly transition of Original Agreement activities and administration in connection herewith.
  - j. The terms of the Original Agreement addressing confidentiality and any other terms that would otherwise have been binding on Assignor after the Original Agreement expired or were terminated shall continue to bind Assignor, in addition to being assumed by Assignee as of the Assignment Effective Date.
4. This Assignment and Amendment constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes all prior or contemporaneous agreements, negotiations, representations or proposals (whether oral or written) between the Parties.
5. This Assignment and Amendment may be executed in counterparts, which all counterparts, when taken together, shall be deemed a fully executed instrument.
6. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.


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WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

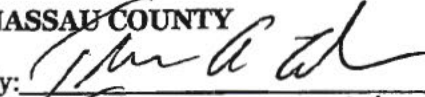
ASSIGNOR: ROSENBERG CALICA & BIRNEY LLP

By:   
Name: Joshua Liebman  
Title: Partner  
Date: 5/19/25


ASSIGNEE: ROSENBERG CALICA BIRNEY LIEBMAN & ROSS LLP

By:   
Name: Joshua Liebman  
Title: Partner  
Date: 5/19/25

NASSAU COUNTY

By:   
Name: Thomas A Adams  
Title: County Attorney  
Date: 5/27/2025

NASSAU COUNTY

By:   
Name: \_\_\_\_\_  
Title:  County Executive  
 Deputy County Executive  
Date: 9-17-25

ARTHUR T. WALSH

Chief Deputy County Executive

PLEASE EXECUTE IN BLUE INK





## SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Rosenberg Calica & Birney LLP**, with an office located at 100 Garden City Plaza, Suite 408, Garden City, New York 11530 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, Counsel desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on November 27, 2023, and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing the County in several administrative fee dispute cases being brought against the County, as more fully detailed in Appendix A, attached hereto and incorporated herein, challenging the County's local laws involving the collection of fees (Driver Responsibility Fee, Public Safety Fee, and Red-Light Violation fees) by the Nassau County Traffic and Parking Violation Agency ("TPVA") and the fees related to recording and indexing, a satisfaction or cancellation of a lien, and the indexing of such satisfaction or cancellation, pursuant to the Nassau County Administrative Code ("Services"). Services under this Agreement shall include, but not be limited to, motion practice; pre-trial discovery; trial; appeals; and such other Services as may be required to fully represent the County. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the above-described litigations.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee

schedule:

- (i) Partner/Of Counsel: \$425.00
- (ii) Associate: \$350.00
- (iii) Paralegal: \$90.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(3) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the initial encumbrance shall be Three Hundred Twenty-Five Thousand Dollars (\$325,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as a notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent, or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations, and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices, and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

- (i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such

action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents, or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all

deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole, or part (i) assigned, transferred, or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand Strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this

Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after

it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds

appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars (\$50,000.00) require the approval of the Nassau County Interim Finance Authority (“NIFA”) during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than \$50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than \$50,000. NIFA has advised the County that NIFA’s approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the “Approval Date”) shall not exceed the sum of Fifty Thousand Dollars (\$50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars (\$50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

- (A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars (\$50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar (\$50,000.00) cap.
- (B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar (\$50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

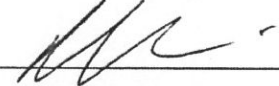
Upon receipt of such notice, the Department will review and advise Counsel of the Department’s intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

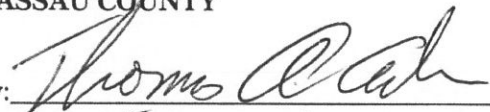
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IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.


**ROSENBERG CALICA & BIRNEY LLP**

By:   
Name: Robert M. Calica  
Title: Senior Partner  
Date: 1/24/2024

**NASSAU COUNTY**

By:   
Name: Thomas A. Adams  
Title: County Attorney  
Date: March 15, 2024

**NASSAU COUNTY**

By:   
Name: ARTHUR T. WALSH  
Title:  Chief Deputy County Executive  
 Deputy County Executive  
Date: 8-1-24

PLEASE EXECUTE IN BLUE INK



## Appendix A

- *Kharoufa v. Nassau, et. al. Nassau Supreme Index No. 615417/2023*  
Class action case challenging the assessment of the “driver responsibility fee” and the “public safety fee” by TPVA.
- *Guthart v. Nassau. et. al., NY Appellate Division 2nd Dept. #2022-01522*  
Class action case challenging the assessment of the “driver responsibility fee” by TPVA.
- *Falk v. Nassau, et. al., Nassau Supreme Court Index #600868/2017*  
Class action case challenging an increased fee for a tax map verification letter pursuant to Section 6-33.0 of the Nassau County Administrative Code (“NCAC”).
- *Madson v. Nassau, et. al., Nassau Supreme Court Index #610853/2023*  
Purported class action case challenging the fees for recording and indexing, a satisfaction or cancellation of a lien, and the indexing of such satisfaction or cancellation pursuant to Section 19-17.0 of the NCAC.

Additional NCAC and TPVA fee cases and/or matters, as may be brought against the County, may be assigned by the County Attorney or designee, in their discretion, to Counsel throughout the term of this Agreement.

## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgrading's, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgrading's, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work.

Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the

foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of

the County Contract.

- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

Robert M. Calica (Name)

100 Garden City Plaza - Suite 408, Garden City, NY 11530 (Address)

(516) 747-7400 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

N/A

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

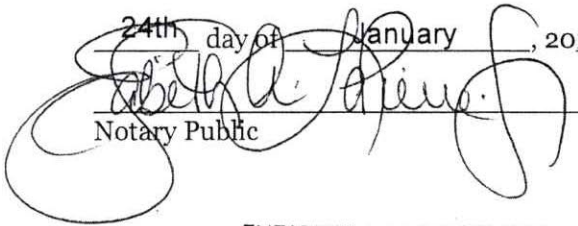
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct, and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

1/24/2024  
Dated \_\_\_\_\_

  
Signature of Chief Executive Officer / Member - *Partner*

Robert M. Calica  
Name of Chief Executive Officer / Member - *Partner*

Sworn to before me this

24th day of January, 2024.  
  
Notary Public

ELIZABETH A. LA PIERRE-CYR  
Notary Public, State of New York  
No. 01LA4910621  
Qualified in Nassau County  
Commission Expires Nov 2, 2025

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)**



SCAN TO VALIDATE  
AND SUBSCRIBE

^ ^ ^ ^ ^ ^ ^ 991751889  
LAW OFFICE OF JOSHUA M. LIEBMAN  
400 GARDEN CITY PLAZA SUITE 403  
GARDEN CITY NY 11530

<b>POLICYHOLDER</b> LAW OFFICE OF JOSHUA M. LIEBMAN 400 GARDEN CITY PLAZA SUITE 403 GARDEN CITY NY 11530		<b>CERTIFICATE HOLDER</b> TL GCP OWNER LLC 200 GARDEN CITY PLAZA STE 325 GARDEN CITY NY 11530	
<b>POLICY NUMBER</b> H 676 446-8	<b>CERTIFICATE NUMBER</b> 45188	<b>POLICY PERIOD</b> 10/17/2025 TO 10/17/2026	<b>DATE</b> 11/18/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 676 446-8, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

**IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.**

THIS POLICY AFFORDS COVERAGE TO THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

JOSHUA M LIEBMAN  
LAW OFFICE OF JOSHUA M. LIEBMAN

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1026566273



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Affinity 90 Matawan Road, Suite 203 Matawan, NJ 07747	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: CNA INSURANCE COMPANIES	20443
INSURED Rosenberg Calica Birney Liebman & Ross LLP 400 Garden City Plaza Suite 403 Garden City NY 11530	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

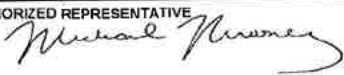
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Lawyers Professional Liability			5096513750	10/21/2025	10/21/2026	Each Claim	\$ 2,000,000
							Aggregate	\$ 2,000,000
							Deductible	\$ 15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Office of the Nassau County Attorney One West Street Mineola NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/18/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Hilb Group of New York, LLC dba Rampart Insurance Services PO Box 109209 Atlanta GA 30348		<b>CONTACT NAME:</b> Shannon Rice <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> srice@rampartinsurance.com	
<b>INSURED</b> Rosenberg Calica Birney Liebman & Ross LLP, et al 400 Garden City Plaza, Suite 403 Garden City NY 11530		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Sentinel Insurance Co, Ltd. NAIC # 11000 <b>INSURER B:</b> Beazley Insurance Co, Inc. NAIC # 37540 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL2621750859

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			12SBAIU4078SB	02/28/2026	02/28/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			12SBAIU4078SB	02/28/2026	02/28/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Employment Practices Liability			V13BAA25PNTE	10/08/2025	10/08/2026	Each Event 1,000,000 Aggregate Limit 1,000,000 Retention 25,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All coverage is subject to policy, terms, conditions, limitations and exclusions.

Nassau County is included as Additional Insured.

General Liability policy provides a Blanket Additional Insured-Primary & Non Contributory and Blanket Waiver of Subrogation where required by a written contract or agreement executed prior to a loss per form SS0008 04/05

**CERTIFICATE HOLDER****CANCELLATION**

County of Nassau 1 West Street  Mineola NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

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## Additional Named Insureds

### Other Named Insureds

JOSHUA M. LIEBMAN	Additional Named Insured
Law Office of Joshua M Liebman	Additional Named Insured
Law Office of Robert M. Calica	Additional Named Insured
Law Office of Ronald J. Rosenberg	Corporation, Additional Named Insured
ROBERT M. CALICA	Individual, Additional Named Insured
RONALD J. ROSENBERG P.C.	Additional Named Insured
ROSENBERG CALICA & BIRNEY LLP	Additional Insured



CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
LAW OFFICE OF JOSHUA M LIEBMAN
400 GARDEN CITY PLAZA SUITE 403
GARDEN CITY, NY 11530
1b. Business Telephone Number of Insured
5167477400
1c. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of Entity Requesting Proof of Coverage
Nassau County
1 West Street
Mineola, NY 11501
3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York
3b. Policy Number of Entity Listed in Box 1a
Z03864-000
3c. Policy Effective Period
3/6/2024 to 6/19/2026

4. Policy provides the following benefits:
[X] A. Both disability and Paid Family Leave benefits.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 6/20/2025 By [Signature]
Telephone Number (212) 355-4141 Name and Title TALIN CONTI/MGR. POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law...
Date Signed \_\_\_\_\_ By \_\_\_\_\_
Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

