



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. 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.

Millennial Strategies, LLC - Jeff Guillot, Alex Voetsch

315 Main St., 2nd Floor, Huntington, NY 11743

(585) 261-2671

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

Nassau County, Suffolk County, New York State

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

Lyft, Inc.

185 Berry St., Suite 5000, San Francisco, CA 94107

(415) 481-2776

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

Transportation and ridesharing

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

Office of the County Executive
Nassau County Legislature

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.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Within the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law 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? If yes, to what campaign committee? If none, you must so state:

Madeline Singas for DA

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

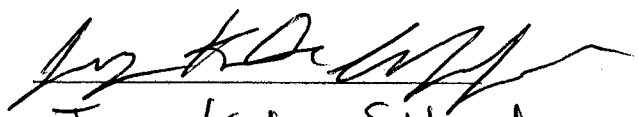
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: 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.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 1-21-20

Signed:



Print Name:

Jenny Kate Schigel

Title:

Consultant

AMENDED AND RESTATED CONSULTING AGREEMENT

This Amended and Restated Consulting Agreement (this "**Agreement**") is made as of January 1st, 2019 (the "**Effective Date**"), by and between Lyft, Inc., having its principal place of business at 185 Berry St., Suite 5000 San Francisco, CA 94107 (the "**Company**"), and Millennial Strategies LLC whose address is 315 Main St. 2nd Floor, Huntington NY 11743 (the "**Consultant**"). This Agreement incorporates by reference the Lyft Consultant Guidelines (the "**Guidelines**") and the provisions of the Guidelines constitute part of this Agreement.

WHEREAS, Consultant desires to continue to perform, and the Company desires to have Consultant continue to perform, consulting services as an independent contractor to the Company.

WHEREAS, Consultant and the Company entered into that certain Agreement dated March 16, 2016 (the "**Prior Agreement**").

WHEREAS, Consultant and the Company each desire to amend and restate the Prior Agreement in its entirety as follows:

1. **Services.**

(a) **Request.** From time to time during the Term (as defined below), the Company may request Consultant to perform certain services for the Company, including strategic consulting and management services specific to issues facing the Company in the areas of government relations and issues management. (the "**Services**").

(b) **Term.** The "**Term**" will commence on the Effective Date period of 12 months ending January 1, 2020. This agreement will thereafter continue on a month-to-month basis until terminated by either party upon written notice to the other.

(c) **Payment.** Subject to the terms and conditions of this Agreement, the Company will pay Consultant a flat rate of \$7,000 per month. Consultant shall not be authorized to incur on behalf of the Company any expenses in excess of \$100 and will be responsible for all expenses incurred in excess of \$100 while performing the Services unless otherwise previously agreed to in writing by an authorized representative of the Company. Consultant will invoice the Company on a monthly basis. The Company will pay each such invoice no later than thirty (30) days after its receipt.

2. **Relationship of Parties.**

(a) **Independent Contractor.** Consultant is an independent contractor and is not an agent or employee of, and has no authority to bind, the Company by contract or otherwise. Consultant will perform the Services under the general direction of the Company, but Consultant will determine, in Consultant's sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that Consultant shall at all times comply with applicable law. The Company has no right or authority to control the manner or means by which the Services are accomplished.

(b) **Employment Taxes and Benefits.** Consultant will report as self-employment income all compensation received by Consultant pursuant to this Agreement. Consultant will indemnify the Company and hold it harmless from and against all claims,

damages, losses and expenses, including reasonable fees and expenses of attorneys and other professionals, relating to any obligation imposed by law on the Company to pay any withholding taxes, social security, unemployment or disability insurance, or similar items in connection with compensation received by Consultant pursuant to this Agreement. Consultant will not be entitled to receive any vacation or illness payments, or to participate in any plans, arrangements, or distributions by the Company pertaining to any bonus, stock option, profit sharing, insurance or similar benefits for the Company's employees.

3. **Property of Company.**

(a) **Definition of Innovations.** Consultant agrees to disclose in writing to the Company all inventions, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, technical and business plans, specifications, hardware, circuits, computer languages, computer programs, databases, user interfaces, encoding techniques, and other materials or innovations of any kind that Consultant may make, conceive, develop or reduce to practice, alone or jointly with others, in connection with performing Services or that result from or that are related to such Services, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection ("***Innovations***").

(b) **Ownership of Innovations.** Consultant and the Company agree that, to the fullest extent legally possible, all Innovations will be works made for hire owned exclusively by the Company. Consultant agrees that, regardless of whether the Innovations are legally works made for hire, all Innovations will be the sole and exclusive property of the Company. Consultant hereby irrevocably transfers and assigns to the Company, and agrees to irrevocably transfer and assign to the Company, all right, title and interest in and to the Innovations, including all worldwide patent rights (including patent applications and disclosures), copyright rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights therein (collectively, "***Intellectual Property Rights***"). At the Company's request and expense, during and after the term of this Agreement, Consultant will assist and cooperate with the Company in all respects and will execute documents, and, subject to the reasonable availability of Consultant, give testimony and take such further acts reasonably requested by the Company to enable the Company to acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights and other legal protections for the Innovations. Consultant hereby appoints the officers of the Company as Consultant's attorney-in-fact to execute documents on behalf of Consultant for this limited purpose.

(c) **Moral Rights.** Consultant also hereby irrevocably transfers and assigns to the Company, and agrees to irrevocably transfer and assign to the Company, and waives and agrees never to assert, any and all Moral Rights (as defined below) that Consultant may have in or with respect to any Innovation, during and after the term of this Agreement. "***Moral Rights***" mean any rights to claim authorship of any Innovation, to object to or prevent the modification or destruction of any Innovation, to withdraw from circulation or control the publication or distribution of any Innovation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right."

(d) Disclosure. In the event the Consultant discloses any Confidential Information, or the information therein, to any person or other entity not authorized under the terms of this Agreement to have access to that information, the Consultant shall inform Lyft within a reasonable time, not to exceed two (2) days of the date the Consultant obtained knowledge of the unauthorized disclosure, concerning that disclosure and certify that the Consultant has made best efforts to ensure that the person or other entity not authorized to have the information has returned or destroyed such material and all copies thereof (including summaries and excerpts). The Consultant also shall promptly take all reasonable measures to ensure that no further or greater unauthorized disclosure of such information or materials is made by anyone, and each party shall cooperate in good faith in that effort. Nothing in this paragraph shall limit Lyft's right to seek relief from the Court for violation of this provision.

(e) Return of Confidential Information. Upon termination of this Agreement or earlier as requested by Lyft, Consultant shall deliver to Lyft any and all materials, documents or other media (whether maintained electronically or otherwise) containing Confidential Information, together with all copies thereof in whatever form.

5. Termination and Expiration.

(a) Breach. Either party may terminate this Agreement in the event of a material breach by the other party of this Agreement if such breach continues uncured for a period of ten (10) days after written notice.

(b) At Will. The Company may immediately terminate this Agreement at any time, for any reason or no reason, by written notice to Consultant.

(c) Expiration. Unless terminated earlier, this Agreement will expire at the end of the Term.

(d) No Election of Remedies. The election by the Company to terminate this Agreement in accordance with its terms shall not be deemed an election of remedies, and all other remedies provided by this Agreement or available at law or in equity shall survive any termination.

(e) Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Consultant will promptly notify the Company of all Confidential Information, including but not limited to any Innovations, in Consultant's possession or control and, at Consultant's expense and in accordance with the Company's instructions, will promptly deliver to the Company all such Confidential Information.

(f) Survival. The provisions of Sections 2(b), 3, 4, 5(d), 5(e), 5(f), 6, 7(c) and 8 will survive the expiration or termination of this Agreement.

6. Limitation of Liability. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE COMPANY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

7. Covenants.

(d) Related Rights. To the extent that Consultant owns or controls (presently or in the future) any patent rights, copyright rights, mask work rights, trade secret rights, or any other intellectual property or proprietary rights that block or interfere with the rights assigned to the Company under this Agreement (collectively, "**Related Rights**"), Consultant hereby grants or will cause to be granted to the Company a non-exclusive, royalty-free, irrevocable, worldwide license to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable the Company to exercise all of the rights assigned to the Company under this Agreement.

4. Confidential Information.

(a) Confidential Information. Consultant acknowledges that Consultant will acquire information and materials from the Company and knowledge about the business, financial condition, products, programming techniques, experimental work, customers and suppliers of the Company and that all such knowledge, information and materials acquired, the existence, terms and conditions of this Agreement, and the Innovations, are and will be the trade secrets and confidential and proprietary information of the Company (collectively, the "**Confidential Information**"). Confidential Information will not include, however, any information that is or becomes part of the public domain through no fault of Consultant or that the Company regularly gives to third parties without restriction on use or disclosure. Consultant agrees to hold all such Confidential Information in strict confidence, not to disclose it to others or use it in any way, commercially or otherwise, except in performing the Services, and not to allow any unauthorized person access to it, either before or after expiration or termination of this Agreement. Consultant further agrees to take all action reasonably necessary to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information.

(b) Attorney-Client Communications. Confidential Information shall include, without limitation, attorney-client communications from, to, or with counsel, whether oral or in writing. Attorney-client communications are strictly confidential and not to be disclosed or discussed except with Lyft counsel. Such communications include, without limitation, all emails or memos passed from Lyft counsel (whether in-house or outside counsel) to the Consultant, regardless of whether the communications are received directly or indirectly from Lyft counsel or non-legal Lyft officers or employees.

(c) Notice Obligation. Consultant shall immediately notify Lyft of any attempt by any third party to access Confidential Information, including, without limitation, the receipt of any subpoena for documents, deposition request or subpoena, or any other claim of a right of disclosure. The foregoing prohibition on disclosure of Confidential Information shall not apply to the extent certain Confidential Information is required to be disclosed by Consultant as a matter of law or by order of a court, provided that Consultant provides Lyft with prior written notice of such obligation to disclose so that it may undertake whatever measures it deems appropriate to protect Lyft (and Consultant shall cooperate with such efforts), and provided further that Consultant reasonably assists in obtaining a protective order and/or motion to quash. Notwithstanding any of the preceding, Consultant may not disclose Lyft's privileged attorney-client communications.

limitation the Prior Agreement), whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto. It is expressly warranted by the Consultant that the Consultant has read the terms of this Agreement, has understood this Agreement, and has been afforded the opportunity to consult with an attorney of the Consultant's choosing concerning the legal consequences of this Agreement.

(g) Waiver The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same other provisions hereof.

(h) Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

COMPANY:

William J. Bergersen

By: William Bergersen

Title: VP of Government Relations

Date: June 20th 2019

Global Supply Management

CONSULTANT:

By: Alex Voetsch

Title: Partner

Date: 1/1/19



(a) Competitive Activities. Consultant will not during the term of this Agreement, directly or indirectly, in any individual or representative capacity, engage or participate in or provide services to any business that is competitive with the types and kinds of business being conducted by the Company.

(b) Pre-existing Obligations. Consultant represents and warrants that Consultant has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would hinder Consultant's performance of its obligations under this Agreement.

(c) Solicitation of Employment. Because of the trade secret subject matter of the Company's business, Consultant agrees that it will not solicit the services of any of the employees, consultants, suppliers or customers of the Company during the Term and for a period of twelve (12) months thereafter.

8. General.

(a) Assignment. Consultant may not assign Consultant's rights or delegate Consultant's obligations under this Agreement either in whole or in part without the prior written consent of the Company. Any attempted assignment or delegation without such consent will be void.

(b) Equitable Remedies. Because the Services are personal and unique and because Consultant will have access to Confidential Information of the Company, the Company will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without having to post a bond or other consideration, in addition to all other remedies that the Company may have for a breach of this Agreement.

(c) Attorneys' Fees. If any action is necessary to enforce the terms of this Agreement, the substantially prevailing party will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

(d) Governing Law; Severability. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of law pertaining to conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties hereby consent to the personal jurisdiction and venue therein. If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect.


(e) Notices. All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All notices will be sent to the addresses set forth below or to such other address as may be specified by either party to the other in accordance with this Section.

(f) Complete Understanding; Modification. This Agreement constitutes the complete and exclusive understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements (including without

New York State Joint Commission on Public Ethics
540 Broadway
Albany, New York 12207

This letter will serve as an Amendment to our existing Agreement for Consulting Services to Lyft, Inc., that originally commenced on January 1, 2019, to add Government Affairs Counsel in Suffolk County and Nassau County effective upon signing. All other terms of the original agreement remain in full force and effect.


LYFT, INC.:


[SIGNATURE]

Kristal Holmes, Exec Business Partner
[PRINTED NAME AND TITLE]

June 19, 2019
[DATE]

MILLENNIAL STRATEGIES LLC:


[SIGNATURE]

Alex Voetsch

Alex Voetsch, Partner

6/1/19
[DATE]

2020 JUN 29 PM 11 41
MASSAU CO. ATTORNEY