



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.

Brown & Weinraub, PLLC
50 State Street
Albany, NY 12207
518-427-7350

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

New York State
New York City
Suffolk County

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

Zones, LLC
1102 15th Street S.W., Suite 102
Auburn, WA 98001-6509
(518) 652-4229

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.**

Miscellaneous Business- General
Technology, Telecommunications & Other Media

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

Office of the Nassau County Executive (and staff)
All Nassau County Agencies (and staff)
Nassau County Legislature

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:

No

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.

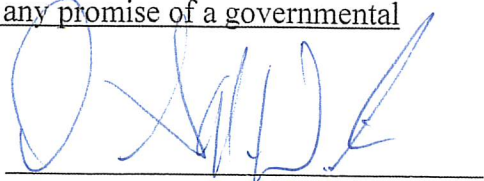
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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: 2/3/20

Signed:



Print Name:

David N. Weinraub

Title:

Member

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.

GOVERNMENT RELATIONS CONSULTING AGREEMENT

This GOVERNMENT RELATIONS CONSULTING AGREEMENT ("**Agreement**") by and between Zones, LLC ("**Company**") and Brown Weinraub, PLLC ("**Consultant**") is effective as of May 1, 2019 ("**Effective Date**").

1. GENERAL DEFINITIONS.

1.1. "**Affiliate**" means an entity that owns, is owned by, or is under common ownership with, a Party.

1.2. "**Confidential Information**" means information that is owned or possessed by a Party, its Affiliates or its or their Personnel, that either is marked as "confidential" or "proprietary" or otherwise due to its nature reasonably would be deemed to be confidential, and that is disclosed or accessed pursuant to this Agreement.

1.3. "**Party**" means Consultant or Company, and "**Parties**" means Consultant and Company.

1.4. "**Personnel**" means owners, directors, officers, employees, agents or contractors of a Party.

1.5. "**Services**" means those activities stated on **Exhibit A**.

2. ENGAGEMENT.

2.1. Company hereby engages Consultant, and Consultant hereby accepts such engagement, to perform the Services set forth on **Exhibit A**, and in accordance with the terms of this Agreement.

2.2. Consultant shall devote such of Consultant's business time, attention, and efforts as are reasonably necessary to the performance of Consultant's duties under this Agreement, shall perform such duties faithfully and diligently.

3. FIXED COMPENSATION AND PAYMENT.

3.1 **Compensation.** Company shall pay to Consultant as full compensation for the Services performed by Consultant during Consultant's engagement under this Agreement a fee at a rate of \$5,000 per month plus reimbursement of approved expenses. Consultant shall provide Company with a monthly statement that details Consultant's Services including Consultant's activities and time spent. Consultant shall also provide receipts, bills or other written documentation supporting any request for reimbursement of expenses. Company shall pay properly supported requests for expenses within 45 days of submission of supporting documents by Consultant.

3.1. **Payment.** Company will pay in full the amount specified as due on each invoice within thirty (30) calendar days from the receipt such invoice.

4. CONFIDENTIALITY.

4.1. **Purpose of Disclosure.** Each Party ("**Discloser**") may disclose certain of its Confidential Information to the other Party ("**Receiver**"), and Receiver agrees that it will only use Discloser's Confidential Information for the purposes contemplated hereunder.

4.2. **Non-Confidential Information.** No information disclosed hereunder will be considered Confidential Information to the extent such information: (a) is in the public domain through no fault of a receiving Party; (b) was in the possession of the receiving Party prior to such disclosure; (c) was independently developed by the receiving Party's Personnel with no prior access to such information; or (d) was rightfully received by a Party from a third party without breach of any obligation of confidence.

4.3. **Receiver Disclosures Permitted.** Each Party, as Receiver, further agrees that it will only disclose Discloser's Confidential Information to Receiver's Personnel or financial, legal or business advisors who are themselves bound to obligations of confidentiality substantially consistent with those specified herein; provided that if Receiver is compelled to disclose Discloser's Confidential Information by law, rule, regulation or judicial, regulatory or other governmental authority, Receiver will provide Discloser with prompt Notice of any such compulsion, will provide the maximum allowable opportunity for Discloser to seek a protective order or measure to bar such disclosure, will disclose only the Confidential Information that is required to be disclosed, and will make reasonable efforts to ensure that such disclosed Confidential Information is protected to the extent possible under the circumstances.

4.4. **Period of Confidentiality.** Each Party, as Receiver, agrees: (i) that, for a period of three (3) years from the date of any disclosure of Discloser's Confidential Information, it will maintain the confidentiality of such Confidential Information in a manner that is at least as protective as Receiver maintains its own confidential

information, and that in no event will be inconsistent with a standard of reasonable care; and (ii) that, upon Discloser's request, it will return or destroy any extant Confidential Information disclosed by Discloser.

4.5. Injunctive Relief. In the event of Receiver's breach of this Agreement, Discloser may suffer irreparable harm and have no adequate remedy at law. In such event, or when encountering risk of such event, Discloser shall be entitled, in addition to any and all other remedies, to injunctive relief, to specific performance, and to other equitable remedies without the need to prove monetary damages or the inadequacy of other remedies.

5. INDEMNIFICATION.

Consultant agrees to indemnify, defend, and hold harmless Company and its affiliates, directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from Consultant's: (1) failure to comply with applicable law; or (2) performance under this Agreement.

6. NOTICE.

Any notice required or permitted under this Agreement shall be deemed valid and to have been duly given when: (i) delivered by hand with written confirmation of receipt; (ii) sent by facsimile with written confirmation of receipt; or (iii) delivered by a nationally recognized overnight delivery service with package tracking ("**Notice**"). The addresses and recipients for Notice shall be as set forth below.

If to Company:

Zones, LLC
1102 15th Street S.W., Suite 102
Auburn, WA 98001-6509
Attn: Legal Department

If to Consultant:

Brown Weinraub, PLLC
50 State Street, 4th Floor
Albany, New York 12207
David N. Weinraub

7. TERM AND TERMINATION.

7.1. Term. The "**Term**" (meaning the period of time during which this Agreement is in full force and effect) shall be effective May 1, 2019, and continue on a month to month basis thereafter unless earlier terminated by either Party with five (5) days' written notice.

7.2. Effect of Termination. If this Agreement is terminated for any reason, Company agrees to pay Consultant all fees due and to reimburse Consultant for authorized expenses incurred up to and including the effective date of termination.

7.3. Survival. In the event of the expiration or termination of this Agreement, those provisions whose nature, meaning or intent indicate an expectation of survival shall survive.

8. MISCELLANEOUS.

8.1. Amendments. This Agreement may be amended only in a writing executed by authorized representatives of both Parties ("**Amendment**").

8.2. Conflict of Interest. Consultant represents that it has no outstanding agreement or obligation that is in conflict with any provision of this Agreement or would otherwise create a conflict of interest that would prevent Consultant from fully performing its duties to Company under this Agreement, and Consultant agrees it shall not enter into such a relationship during the Term of this Agreement.

8.3. Covenant of Eligibility to Provide Services. Consultant agrees that Consultant shall be solely responsible for ensuring that Consultant is at all times legally registered and eligible to provide the Services. Without limiting the generality of the foregoing, Consultant covenants to be registered at all times during the Term under any applicable laws, rules, or regulations governing government consulting or lobbying at Consultant's cost and to file any required documents pursuant to such laws, rules, or regulations.

8.4. Attorney Fees and Expenses. Except as otherwise provided herein, in any claim or dispute under this Agreement, the prevailing Party will be entitled to an award by the arbitrators or the court, as applicable, of reasonable attorneys' fees and related out of pocket costs and disbursements.

8.5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same Agreement.

8.6. Entire Agreement. This Agreement, together with all its exhibits, contains the entire understanding of the Parties with respect to the subject matter hereof. This Agreement supersedes and replaces in its entirety any and all other prior and contemporaneous agreements and understandings, whether oral, written or implied, if any, between the Parties with respect to the subject matter hereof.

8.7. Governing Law and Forum. This Agreement and any disputes, litigation, arbitration or enforcements directly or indirectly related thereto shall be construed and interpreted in accordance with, and the rights of the Parties shall be governed by, the substantive laws of the State of New York without giving effect to any conflict-of-laws rules. The Parties hereby agree that any suit, legal claim or other court action arising out of this Agreement shall be brought exclusively in either the State Court or Federal Court in Albany County, New York, and both Parties consent and submit to the jurisdiction thereof and waive any rights to change venue.

8.8. Independent Contractors. Each Party is an independent contractor, not an employee or employer of the other Party and not a joint venture or partner with the other Party. Company shall not exercise any control over the manner in which Consultant performs its obligations.

8.9. Severability. If any provision of this Agreement or the application thereof is found to be invalid, illegal or unenforceable, such finding shall not have any effect on any other provision of this Agreement, it being the intent and agreement of the Parties hereto that in the event of such finding, this Agreement shall be deemed amended either by modification of such provision to the extent necessary to render such provision valid, legal and enforceable, while preserving its intent, or, if such modification is not possible, by substitution of such provision with another provision that is valid, legal and enforceable and that achieves the same objective.


8.10. Third Party Beneficiaries. This Agreement is not intended to benefit any party except the Parties, and it is the Parties' express intent that otherwise this Agreement is not, and shall not be construed as, a third-party beneficiary contract.

8.11. Waiver of Remedies. No delay or failure by either Party to exercise or enforce any right hereunder shall be considered a waiver of such right or of any other right under this Agreement. No claim may be asserted by either Party against the other Party with respect to any event, act or omission that occurred more than two (2) years prior to the assertion of such claim.

9. SIGNATURES.

Each Party represents that this Agreement is agreed and has been executed below by its duly authorized representative.

ZONES, LLC

By: 
Name: Jon Bailey
Title: VP, Business and Legal Affairs
Date: May 6, 2019

BROWN WEINRAUB, PLLC


By: 
Name: David N. Weinraub
Title: Member
Date: May 7, 2019

Exhibit A

SERVICES

The Services include the following:

1. Consultant's provision of strategic advice to Company regarding Company's dealings with state, and local governments.
2. Consultant's facilitation and establishment of contacts with business leaders and government policy makers and assistance with Company's development and delivery of presentations to such persons.
3. Consultant's development, proposal to Company, and, upon Company's approval, execution of strategic initiatives aimed at capturing mindshare of state and local government decision makers that results in long term growth for Company.
4. Consultant's direct lobbying for, and representation of, Company at all levels of state, and local government pursuant to initiatives approved by Company.
5. Consultant's advisement of Company with respect to government relations and strategic initiatives.
6. Consultant's education of Company Personnel on industry and competitive issues and how those issues impact Company's bottom line.
7. Consultant's marketing of Company experience and record of achievement with state agencies to help Company with future opportunities and ensure sustained revenue in the New York Public Sector market.
8. Consultant's assistance with Company development of its reputation as a trusted advisor to senior government executives, highlighting Company's value proposition and record of performance, and promoting Company as an economic development engine in upstate New York.
9. Consultant's advisement of Company Personnel on pending and current legislation that could affect Company's business and, if necessary, work to advance, amend, or defeat such legislation, as applicable and requested by Company.