



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.

MKBS Management Corporation d/b/a
McBride Consulting & Business Development Group
215 Willis Ave.
Mineola, NY 11501
631-745-9000
Mr. Robert McBride

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

New York State
Suffolk County

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

Transdev Services, Inc
720 East Butterfield Rd. Ste. 300
Lombard, IL 60148
630-382-1090

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 Services Issues

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

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:

Yes:

County Executive: Curran For Nassau - Laura Curran
County Comptroller: Schnirman For Nassau - Jack Schnirman
County Legislator Committees: Carrie Solages, Richard Nicoletto, Laura Schaeffer, & Kevan Abrahams

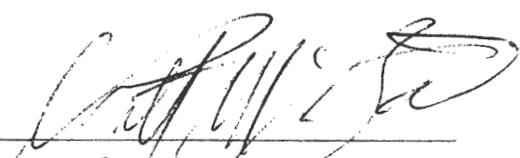
I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

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: 1/15/19

Signed: 

Print Name: ROBERT MCBRIDE

Title: PRESIDENT

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 by 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.

Consulting & Business Development Group

215 Willis Avenue, Mineola, NY 11501
www.mcbrideny.com

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made this 1st day of January 2019, by and between TransDev Services, Inc., a Maryland corporation (the "Company"), and MKBS Management Corp. DBA McBride Consulting & Business Development Group, a New York corporation (the "Consultant"), collectively the ("Parties").

Explanatory Statement

Consultant is in the business of providing government relations and consulting services. The Company desires to have the assistance of the Consultant, on a non-exclusive basis, in providing services on its behalf, as more fully set forth in this Agreement, and may be agreed to by the Parties from time to time. Consultant is willing to provide consulting services to the Company in connection with the projects identified by the parties pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Explanatory Statement.

The Explanatory Statement is incorporated herein to the extent not inconsistent with any other term or provision of this Agreement.

2. Scope of Engagement.

2.1 Company hereby engages the Consultant to render to Company, as an independent contractor, the government relations consulting services described and limited in the attached Attachment A and such other services as may be agreed to in writing by parties from time to time (the "Services"). Consultant hereby accepts the engagement to provide the Services to Company on the terms and conditions set forth herein. Consultant shall employ its best efforts on behalf of Company and devote such amount of its time during the term of this Agreement as is necessary to provide competent assistance. Consultant shall be solely responsible for the method, manner and means of performance of the Services, subject to applicable laws and any and all applicable policies, procedures and requirements of Company with respect to the Services performed.

2.2 The parties are not partners or joint ventures or in any other relationship other than as independent contractors to each other. Consultant is not an employee of Company or any purpose. Consultant has no authority to act as the agent of Company or to bind Company to any contract or commitment without the express written authorization specific to the task of the Chief Executive Officer of Company.

2.3 This is a personal services contract. Consultant shall render the Services only through the persons of Robert McBride, President, and such others employed by the Consultant as are identified by the parties and approved by Company in advance in writing. Accordingly, in the event of a breach of this Section 2.3 by Consultant, this Agreement shall, at the option of company, immediately terminate, without requirement of notice to Consultant.

2.4 Any work product created by Consultant on behalf of the or for the benefit of the Company under the terms of this Agreement, unless otherwise agreed in writing by Company, shall be the exclusive property of Company.

3. Exclusivity.

3.1 The Consultant agrees during the term of this Agreement not to directly or indirectly provide to any competitor of Company services similar to the Services to be provided by Consultant to the Company.

3.2 Company does not grant exclusivity to the Consultant in respect to the Services and the Company shall be free to use the Services of the other consultants without limitation. The foregoing notwithstanding, the use of any other consultant by the Company will not affect the obligation of the Company to pay any compensation earned by the Consultant for the Services the Consultant actually renders under this Agreement.

4. Term.

The initial term of this Agreement shall be for one (1) year, commencing on the 1st day of January 2019 and continuing through December 31, 2018. Either party may terminate this Agreement for any reason or no reason or no reason at all immediately upon written notice to the other, except that in the event of a material breach by Consultant, then, in addition to any remedies available to the Company at law or in equity, this Agreement may be terminated immediately by the Company without notice to the Consultant.

5. Compensation

5.1 In consideration for the Services to be performed by Consultant, Company agrees to pay to the Consultant in the manner and rates set forth in Attachment A, as the same may be modified from time to time by written modifications entered into by the Parties and attached hereto. No

other compensation of any kind, except for reasonable out of pocket expenses incurred by Consultant as provided in Section 5.3, shall be due or payable to Consultant. Consultant is not an employee of the Company within the meaning of applicable local, state, and federal laws relating to unemployment compensation, worker compensation, social security employment, withholding taxes, labor relations and employment practices, and any other statutes, regulations or rules of law affecting or controlling employer-employee relations, and none of the foregoing benefits are available to the Consultant. Consultant shall be solely responsible for the payment of any and all taxes and assessments that may be imposed on the earnings of the Consultant, and hereby indemnifies and holds Company harmless with respect to any claims thereto.

5.2 Consultant shall not be entitled to success fee of any kind or any other remuneration based upon a contingency or an award of any contract or business or achievement of any results on behalf of the Company.

5.3 Company shall reimburse Consultant for all previously approved out-of-pocket expenses for travel and other direct charges reasonably incurred in Consultant's performance of the Services hereunder, upon presentation by Consultant of such reasonable documentation as may be required by the Company in connection therewith.

6. Consultant's Business Activities; Ethics.

6.1 Consultant shall devote such time and attention to the business of Company as requested by Company, and in any event no less than the amount necessary to competently perform the Services. With each invoice for payment, Consultant shall include a narrative report to the Company of all activities of the Consultant on behalf of the Company. The Submission of said reports of activities shall be a condition precedent for the payment to be made by the Company to Consultant, as described in Attachment A.

6.2 The Consultant acknowledges and agrees that all compensation to be paid to Consultant shall be exclusively and entirely the compensation for the Services as set forth in Attachment A. Consultant acknowledges and agrees that in no event is any compensation paid to him/her intended to be used, nor shall it be used, promised or paid to any governmental or quasi-governmental official or employee to influence any act or decision related to the duties of any such official or employee, or to encourage any such official or employee to use his or her influence in such a manner, or for any other purpose. The Consultant agrees to require any person or entity employed by or contracting with Consultant in respect to the Services to acknowledge and agree to this restriction.

6.3 The parties shall be independently responsible for all tax reporting, tax payments, withholdings, insurance and other payments, expenses and filings required to be made or paid by it. The parties shall independently make all necessary or appropriate filings and procure all necessary or appropriate permits, licenses, release, waivers, and other authorizations, with reference to its activities hereunder or related to or arising out of this Agreement.

6.4 The parties acknowledge that they are subject to the Federal Election Campaign Act (FECA) which prohibits any foreign national, including U.S. subsidiaries of foreign companies under certain circumstances, from contributing, donating or spending funds in connection with any federal, state or local election in the United States, either directly or indirectly. It is also unlawful to help foreign nationals violate that ban or to solicit, receive or accept contributions or donations from them. Persons who knowingly and willfully engage in these activities may be subject to fines and/or imprisonment. The Consultant under no circumstances shall undertake any campaign funding or federal, state, or local election activity on behalf of the Company without prior written consent of Chief Executive Officer of Company and then only after receipt of an opinion of Company General Counsel that the funding or other activity is in compliance with all federal, state, and local laws.

6.5 The parties further acknowledge that Consultant is subject to the provisions of Federal Foreign Corrupt Practices Act (FCPA), and any amendments thereto, and hereby agrees to meet and comply with the standards of conduct required thereby. Consultant specifically understands and agrees that Consultant shall not make any offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give or authorization of the giving of anything of value, to any foreign official any foreign political party or official thereof or any candidate for political office, or any other person, that is contrary to the prohibitions set forth in the including, without limitation, Articles 78dd-1(a) or 78dd-2(a) thereof ("Improper Payments"). Consultant hereby further represents and warrants within the meaning of the Agreement that: (1) neither consultant nor any person affiliated with its business is an official of a political party, or a candidate for political office, or a person who will offer all or a portion of the consideration received by it or him to any foreign official, foreign political party or official thereof, or to any candidate of political office; and (2) the consideration, or any portion thereof, paid by Company to Consultant, pursuant to this Agreement or otherwise, constitutes (or will constitute) consideration only for property or services rendered and is not given, directly or indirectly, in order to influence any act or decision of an official in his official capacity or to induce such official to use his or her influence with a foreign government or instrumentality to affect or influence any act or decision of such government or instrumentality in order to assist in obtaining or retaining business. In the event that Consultant is found to have made any Improper Payment or otherwise violated the provisions of this Section 6.3, then in addition to other rights and remedies available to hereunder and under applicable law, shall have the right to recover from Consultant or withhold from compensation due Consultant under this agreement or any agreement entered into pursuant hereto: (a) the amount or value of the improper; and (b) any fines, expenses or attorneys' fees incurred in connection with the Improper Payment or violation hereof. Consultant acknowledges and agrees that Consultant has been provided with copies of relevant sections of the foreign Corruption Practice Act (FCPA), has been advised by the Company to seek independent legal advice in connection with those provisions and has confirmed to its understanding of the manner in which the FCPA applies to its actions.

6.6 The Consultant further acknowledges and represents that it is aware of and at all times will comply with the provisions of the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions of December 17, 1997, which penalizes the bribery of public officials.

6.7 Consultant hereby agrees to Indemnify, defend and hold harmless the Company from and against any and all claims, demands, causes of action, judgments, losses, penalties and assessments that may result from any violation of this Provision 6, or any other act or omission on the part of the Consultant under this Agreement, or Consultant's employees and/or agents in the performance of the Services.

7. Confidentiality.

7.1 "Proprietary Information" for purposes of this Agreement is defined as all information and any idea whatever form, tangible or intangible, pertaining in any matter to the business of Company, or any of its subsidiary or affiliated entities or its employees, clients, consultants, or business associates, which was produced by any employee or consultant of the Company in the course of his or her employment or consulting relationship or otherwise produced or acquired by or on behalf of the Company. By example and without limiting the foregoing definition, Proprietary and Confidential Information shall include, but not be limited to: 1) formulas, research and development techniques, processes, trade secrets, computer programs, software, electronics codes, inventions, data, know-how, formats, test results, and research projects; 2) information about costs, profits, markets sales, contracts and lists of customers; 3) business, marketing and strategic plans; 4) forecasts, unpublished financial information, budgets, projections, and customer identities, characteristics and agreements; and 5) employee personnel files and compensation information. Confidential information is to be broadly defined, and includes all information that has or could have commercial value or other utility in the business in which the company is engaged or contemplates engaging, and all information of which the unauthorized disclosure to the Consultant and could be detrimental to the interests of the Company. The Company agrees to mark any documents that are disclosed to the Consultant and that contain Proprietary and/or Confidential Information with language identifying the documents as Proprietary and/or Confidential, and to make reasonable efforts to explain the proprietary and/or confidential nature of any such information disclosed to Consultant pursuant to this Agreement.

7.2 Consultant will not, directly or indirectly use, make available, sell, disclose or otherwise communicate to any third party, other than in Consultant's assigned duties and the benefit of the Company, any of Company's Confidential Information, either during or for a period of five (5) years after the termination of this Agreement. Consultant acknowledges that the unauthorized disclosure of Confidential Information of Company may be highly prejudicial to its interests, an invasion of privacy, and an improper disclosure of trade secrets and agrees to the appropriateness of injunctive relief, in addition to all other remedies at law, in the event of breach or threatened breach of this covenant. Upon request and upon termination of this

Agreement for any reason, Consultant will immediately deliver to Company all copies of any and all material and writings received from, created for, or belonging to Company including, but not limited to, those which relate to or contain Confidential Information.

7.3 It is understood that the Consultant cannot undertake to verify all facts supplied to it by Company or in materials supplied to Consultant by Company. Company agrees to indemnify and hold Consultant harmless from any and all third party claims for damages, including reasonable attorneys' fees, arising from any information provided by Company to Consultant which Company knows to be false or inaccurate at the time given.

8. Non-Solicitation.

Notwithstanding any other provision of this Agreement, for a period of one year after termination of this Agreement for any reason, neither party shall, directly or indirectly, solicit for employment or consultancy, or advise or recommend to any other person that such other person employ or solicit for employment or consultancy, any person employed or under contract (whether as a consultant, employee or otherwise) by or to the other party during the term of this Agreement and involved, directly or indirectly, in providing the Services, unless with the consent of the other party. Nothing herein shall be construed as limiting the right of either party to employ any employee or consultant of the other party who is not solicited, directly or indirectly, by that party and who first responds to any general advertisement or publication of an available position with that party.

9. Representative and Warranties

Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant undertaking this relationship with Company, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

10. Miscellaneous

10.1 This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, successors, representatives, and permitted assigns of the parties, as the case may be; provided, however, the obligations hereunder of each party to the other are personal and may not be assigned without the express written consent of such other party.

10.2 This Agreement shall be interpreted according to the laws of the State of Illinois and dispute between the parties shall be resolved exclusively either by arbitration, if the parties so

agree, or before the courts of the state of Illinois.

10.3 Notice given by one party to other hereunder shall be in writing and deemed to have been properly given or paid if deposited with the United States Postal Service, registered or certified mail, addressed to the party as follows:

To the Company at:

TRANSDEV SERVICES, INC.
720 East Butterfield Rd.
Suite 300
Lombard, Illinois 60148
Attn: Jennifer A. Coyne
Executive Vice President and General Counsel
630-571-7070

To the Consultant at:

Robert McBride, MKBS Management Corp., d/b/a
McBRIDE CONSULTING & BUSINESS DEVELOPMENT GROUP
215 Willis Avenue
Mineola, New York 11501
866-870-0071

10.4 This Agreement constitutes the entire agreement between the Company and the Consultant with respect to the subject matters of this Agreement. This Agreement may not be modified in any respect by any verbal statement, representation, or agreement made by any employee, officer, or representative of Company, or by any written documents unless it is signed by an officer of Company and by the Consultant.

10.5 Neither party shall assign any rights nor delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

10.6 If any term or provision of this Agreement is deemed invalid, contrary to, or prohibited under applicable laws or regulations of any jurisdiction, this Agreement (save only this sentence) shall be invalid.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first above written.

Witness or Attest:

TransDev Services, Inc.

By: _____

Michael Setzer
President/COO

Witness or Attest:



11-29-18

MKBS Management Corp., d/b/a
McBride Consulting & Business
Development Group

By: _____

Robert McBride
President/CEO

11-29-18

Attachment A

1. Description of Services to be rendered:

Consultant shall provide strategic advice and counsel to Company in connection with Company's efforts to identify and develop business opportunities within the State of New York for Company's transportation infrastructure services. In addition, Consultant shall provide government relations and advocacy services to Company in connection with Company's business, including assisting Company in arranging meetings with federal, state and local government representatives and agencies. Consultant shall also assist Company in pursuing procurement opportunities that may arise during the course of this engagement, including assisting Company in positioning itself in front of key public and private sector decision makers. Consultant shall also keep Company advised of policy, legislative, and regulatory developments that may impact Company's business opportunities in the region.

2. Compensation:

The Company will pay Consultant for its Services a fixed fee of Fifteen Thousand and No/100 (\$15,000.00) Dollars per month for consulting services and Ten Thousand and No/100 (\$10,000.00) Dollars per month for lobbying services for a total of Twenty-five Thousand and No/100 (\$25,000.00) Dollars per month (the "Monthly Fee"). Payment of any monthly installment of the foregoing Monthly Fee and expenses shall be made within thirty (30) days of submittal of a written invoice to the Company (such invoice to be submitted no more frequently than monthly) detailing the Services actually rendered and expenses incurred in the performance of the Services, which invoice must be approved by the Company's Legal Department prior to payment.



AMENDMENT NO. 1
TO CONSULTING AGREEMENT

This Amendment (the "Amendment") is made this 12th day of December, 2018, by and between TRANSDEV SERVICES, INC., a Maryland corporation ("Company"), and MKBS MANAGEMENT CORP. d/b/a McBRIDE CONSULTING & BUSINESS DEVELOPMENT GROUP, a New York company ("Consultant") (collectively "the Parties").

WHEREAS, the parties have entered in a certain Consulting Agreement (the "Agreement") dated January 1, 2018; and

WHEREAS, the term of the Agreement expires on December 31, 2018; and

WHEREAS, the Parties desire to extend the Agreement in accordance with the terms of this Amendment.

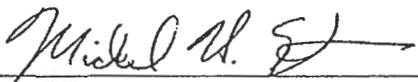
NOW THEREFORE, for and in consideration of the mutual agreement and promises contained herein, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. The term of the Agreement is extended through December 31, 2019, unless further extended in writing by the parties. The foregoing notwithstanding, either party may terminate the Agreement for any reason or no reason at all immediately upon written notice to the other, except that, in the event of a material breach by Consultant, then, in addition to any remedies at law or in equity, this Agreement may be terminated immediately by the Company.

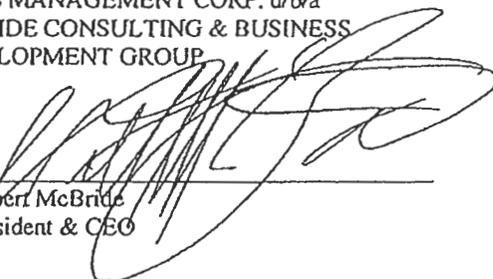
Except as hereby amended, all of the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

TRANSDEV SERVICES, INC.

By: 
Michael Setzer
President

MKBS MANAGEMENT CORP. d/b/a
McBRIDE CONSULTING & BUSINESS
DEVELOPMENT GROUP

By: 
Robert McBride
President & CEO