



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.

Mark J. Grossman  
d/b/a Mark Grossman Public Relations  
125 Cherry Lane  
Medford, NY 11763  
631-786-0404

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:

Lobbying for: Axon Enterprises, Inc.  
Retained by: National Strategies, LLC  
555 11th Street, NW, Suite 401  
Washington, DC 20004  
202-349-7003

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.**

Assist Axon Enterprise, Inc. with marketing and procurement consultation services related to their Taser conductive electrical weapons, body worn officer camera solutions, and digital evidence management systems in Nassau and Suffolk Counties and other local law enforcement and government entities on Long Island.

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

Nassau County Executive  
Nassau County Legislature  
Nassau County Police Department  
Nassau County Sheriff  
Nassau County Comptroller

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:

None.

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.

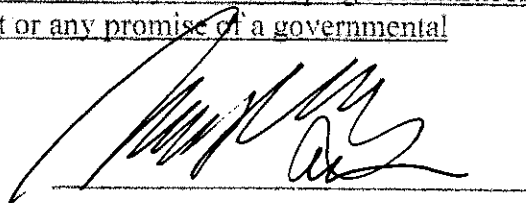
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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: 06/17/2020

Signed:



Print Name:

Mark J. Grossman

Title:

Owner/Principal

**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.

## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT is entered into as of June 9, 2020 (the "Effective Date") by and between **National Strategies, LLC** (the "Company"), a Delaware limited liability company with its principal place of business at 555 11<sup>th</sup> Street, NW, Suite 401, Washington, DC 20004 and **Mark Grossman Public Relations** (the "Consultant"), a sole proprietorship with its principal place of business at 125 Cherry Lane, Medford, NY 11763. In consideration of the mutual promises set forth below (the mutuality, adequacy and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

1. Consulting. During the term of this Agreement, on the terms and conditions hereafter set forth, Company retains Consultant to provide certain Services (as defined below) and Consultant agrees to provide such Services.
2. Scope of Duties. The general scope of Consultant's obligations hereunder shall be to serve in a consulting capacity to Company with respect to Company assisting **Axon Enterprise, Inc.** ("Axon") with the marketing and procurement efforts related to their CEW procurement in Nassau County, NY and assist with other introductions as needed in Long Island.

During the term of this Agreement, the Consultant will not, directly or indirectly, represent any other parties in competition with the Company or Axon. Consultant's services (the "Services") shall be rendered in accordance with the highest professional standards and shall be performed at Consultant's own expense.

3. Compensation.
  - a) For services rendered, Consultant shall receive a fee of Four Thousand Five Hundred Dollars (\$4,500) per month, payable following receipt by Company of payment from Axon.
  - b) Consultant shall also be reimbursed for reasonable expenses incurred, provided that Axon has approved such expenses prior to their incurrence and following receipt by Company of payment from Axon.
  - c) Invoices for work performed under this Agreement shall be addressed to:

Anda Badiu, Finance Director  
National Strategies, LLC  
555 11<sup>th</sup> Street, NW, Suite 401  
Washington, DC 20004  
[abadiu@nationalstrategies.com](mailto:abadiu@nationalstrategies.com)

4. Term and Termination. The term of this Agreement shall be three (3) months

from the Effective Date (the "Term"). The Agreement may be terminated as follows:

- a) Immediately upon notice from Company if Company's agreement with Axon is terminated; or
  - b) Immediately upon the filing of a petition under the United States Bankruptcy Act or any other insolvency law by or against either party; or
  - c) For any or no reason upon 30 days' written notice by either party to the other of its intention to terminate this Agreement.
5. Confidential Information. Each party acknowledges that it will have access to, be making use of, acquiring and adding to confidential business information of special and unique value including, but not limited to, trade secrets of the other party and Axon including financial projections and budgets, historical and projected sales, client and prospective information, capital spending budgets, and plans, the names and backgrounds of key personnel, personnel training techniques and materials and other information that the parties have provided each other in connection with provision of Services (collectively, the "Confidential Information"). The parties agree that neither party will, during or after the term of this Agreement, copy, disclose, distribute or make use of any Confidential Information for its own benefit or for the benefit of a business or entity other than the other party to this Agreement without the prior written consent of such party and shall maintain the confidentiality of the Confidential Information. At the request of the disclosing party, the receiving party shall return to the disclosing party all memoranda, notes, copies, drawings, abstracts, records or other documents, and all copies thereof, concerning any Confidential Information. The provisions of the confidential treatment of the Confidential Information shall not apply to any such information which (a) is or becomes publicly known through no wrongful act of the receiving party (b) is rightly received by the receiving party from a third party; (c) is approved for such use or disclosure by the disclosing party in writing, or (d) is required to be disclosed pursuant to applicable law, order or subpoena, provided that before any disclosure is made pursuant to such law, order or subpoena, the receiving party shall give the disclosing party prompt notice of such requirement unless such notice is prohibited by applicable law, order or subpoena.
6. Agreements with Axon. Consultant agrees that neither it nor any of its principals, employees, partners, subsidiaries or affiliates shall, directly or indirectly, enter into or negotiate to enter into any agreement or understanding, written or verbal, with Axon or any of its subsidiaries or affiliates, for the performance of any services by such Consultant or subsidiary or affiliate, during the term of this Agreement or for a period of three years following its termination, except as expressly required or requested by Company under this Agreement.
7. Solicitation. During the term of this Agreement and for three years after its

termination, Consultant will not personally or through others recruit, solicit, or induce any employee of the Company to terminate his or her employment with the Company.

8. Independent Contractor. Consultant agrees that it will act as an independent contractor pursuant to this Agreement and that nothing herein shall create an agency relationship between Company, Axon and Consultant. Furthermore, Consultant understands that it has no authority to make any proposals, commitments that are binding upon Company or Axon. All negotiations and/or proposals shall be approved in advance by Company where possible, but will in all cases be submitted for the approval of Company. The engagement of subcontractors or other third parties by Consultant shall be subject to the approval of Company. All subcontracts or other third parties engaged by Consultant with Company's approval shall agree in writing to be bound by the restrictions and negative covenants in this agreement applicable to Consultant. Consultant's employees shall not be entitled to employee benefits normally associated with employment of individuals by Company. Consultant shall be liable for all federal, state and local taxes assessed against or owed by Consultant related to the compensation hereunder and Consultant hereby indemnifies Company and Axon, their affiliates and their employees, officers, directors and agents against and holds them harmless from all claims and liability for such taxes.
9. No Conflicts. Consultant certifies that no outstanding agreement or obligation of Consultant is in conflict with any of the provisions of this Agreement, or would preclude Consultant from complying with the terms and conditions hereof.
10. Compliance with Law. Consultant shall comply with all federal, state, local, and foreign laws, regulation, rules, ordinances and orders of any kind that are applicable to Consultant's performance hereunder. Consultant agrees to abide by the policy of Company as described in Schedule "A" attached hereto and made a part hereof, in the performance of all services under this Agreement.

In addition, Consultant shall fulfill all statutory obligations with regard to any necessary disclosures involved in representing the Company in Nassau County, NY. Consultant will timely submit to the Company and Axon copies of all registration and reporting documents filed relating to the activities undertaken here. In addition the Consultant will complete for the Company's and Axon's review and execution any registration and reporting documents required of it by New York State law.

11. Efforts. During the term of this Agreement, Consultant shall devote such time as necessary and use Consultant's best efforts to advance the business and welfare of Company, and to discharge any other duties assigned to Consultant hereafter. Consultant shall not take any action against the best interest of Company or of any subsidiary or affiliate of Company. Consultant shall perform faithfully and competently such duties as may be assigned to Consultant hereunder, in

accordance with the highest professional standards.

12. Survivability. The provisions of paragraphs 5, 6, 7, 8, 13 and 18 hereof shall survive the expiration or termination of this Agreement, except as expressly stated therein.
13. Indemnification. Consultant hereby indemnifies and agrees to hold harmless Company and Axon from and against any and all claims, demands, and actions, and any liabilities, damages, or expenses resulting from, including court costs and attorney fees, arising out of or relating to the services performed by Consultant under the terms of this Agreement or the breach by the Consultant of any of its provisions. Company agrees to give Consultant prompt notice of any such claim, demand, or action and shall, at Consultant's expense, cooperate fully with Consultant in the defense and settlement thereof.
14. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or enforceability of any provisions shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.
15. No Waiver. A party's failure to exercise any right under this agreement shall not constitute a waiver of any other terms or conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by such party of its right at any time thereafter to require exact and strict compliance with the terms of this Agreement.
16. No assignment. Consultant's services hereunder are personal in nature and may not be assigned without the written consent of Company.
17. Notices. All notices, requests, demands and other communications from one party to the other party as required or permitted hereunder shall be in writing and sent by: (a) personal delivery; (b) electronic mail, return receipt requested; (c) facsimile transmission, electronically confirmed; (d) certified mail, effective on the third day after mailing; or (e) national overnight carrier, effective on the next business day after mailing, to the physical address, mailing address, electronic mail address, or facsimile number set forth below or to such other address or number as may be specified in writing.

In the case of Company:

Al Gordon, CEO  
National Strategies, LLC  
555 11<sup>th</sup> Street, NW  
Suite 401  
Washington, DC 20004  
Tel.: 202-349-7003  
Fax: 202-783-1041  
Email: [agordon@nationalstrategies.com](mailto:agordon@nationalstrategies.com)