

June 1, 2026

Thomas McNamara  
City of Rockford  
425 East State Street  
Rockford, IL 61104

Dear Mayor McNamara:

Thank you for the opportunity to continue to work with City of Rockford. This letter constitutes the proposal of Zephyr Government Strategies, LLC ("Zephyr") for such work, and, with your approval on behalf of City of Rockford, will constitute our agreement (the "Agreement").

1. **Nature and Scope of Representation:** Zephyr will provide City of Rockford with state lobbying and government affairs services in Illinois and strategic federal and local government advocacy.
2. **Fees:** Zephyr will provide the above described services for a fee of ten thousand dollars (\$10,000) per month.
3. **Expenses:** City of Rockford will be responsible for expenses Zephyr incurs in providing services under this Agreement, including but not limited to lobbyist and principal registration fees, travel costs, express mail and other delivery services. Any secretarial or other administrative overtime expenses will be included in the fixed fee and will not be charged to City of Rockford.
4. **Period of Agreement:** The period of this engagement will begin on June 1, 2026 (the "Anniversary Date") and end on May 31, 2027.
5. **Terms of Payment:** Monthly fees and expenses will be due and payable on the first day of each month in which services are to be rendered. Zephyr will provide an invoice on or before the beginning of each month for the monthly fee plus any expenses incurred as of the date of invoice. For any bill not paid within sixty (60) days after it is rendered, Zephyr reserves the right to impose a late charge of one and one-half percent (1.5%) per month from the date it is rendered. All bills will be in a summary form showing in general terms the services rendered.
6. **Termination:** This Agreement is subject to termination by either party upon thirty (30) days' written notice, unless otherwise agreed to by the parties in writing. In the event of termination, Zephyr's final bill for services performed through the effective date of termination will be on a prorated monthly basis based upon the monthly fee unless the parties have otherwise agreed in writing.
7. **Independent Contractor Status:** Zephyr will serve as an independent contractor with the authority to control and direct the performance of the details of the

services to be provided following appropriate consultation with you or your representatives.

8. **Personnel:** Michael Cassidy will be the primary contact for this engagement. However, City of Rockford also agrees that Zephyr may involve other staff in providing these services. All services will be provided within the context of the fee arrangements described above. Any questions about the terms of this Agreement or the status of our work on your behalf should be directed to Michael Cassidy.
9. **Confidentiality:** All discussions between representatives of City of Rockford and Zephyr staff and the nature of our relationship will be kept confidential unless permission is expressly given by you or your representatives to disclose such information. Such confidentiality will survive the termination or expiration of this Agreement.
10. **Duty to Disclose:** Zephyr shall disclose any new or existing local government, business organization, or other client located in or doing business in Winnebago County to the City within 7 days of any said entity engaging Zephyr. The disclosure shall include the name of the client and the nature of the work being performed by Zephyr. The disclosure shall be made to the Legal Director, and may be verbal or written.
11. **Lobbyist Registration:** The provision of government relations services in the State of Illinois or with regard to federal entities and officials may require the registration of Zephyr personnel as lobbyists on behalf of City of Rockford. Zephyr will work with City of Rockford to determine if and when a lobbyist registration statement should be filed with the appropriate state or federal authority. Once filed with the appropriate state or federal authority, such registration statements are publicly available. Additionally, registration as a lobbyist on behalf of City of Rockford requires us to file disclosure statements describing the work undertaken on your behalf and the fees and expenses attributable to the lobbying activity. City of Rockford agrees to cooperate with providing any required information in order to timely file a registration statement, if applicable, and any resulting disclosure statement. The duty to cooperate with completing the required lobbying disclosure statements will survive the termination or expiration of this Agreement.
12. **Representative Clients:** From time to time, Zephyr may furnish a list of representative clients to prospective clients. The listing is by name alone and does not contain any confidential information gained in Zephyr's representation of you. Additionally, any representation of City of Rockford by Zephyr that requires us to register as lobbyists with the State of Illinois becomes public information upon the filing of such registration statements. Please inform Michael Cassidy if you do not wish Zephyr to include you in a list of representative clients that is not otherwise publicly available.

13. **Conflicts of Interest:** By executing this Agreement, you consent to Zephyr's representation of other persons and entities on matters unrelated to the specific representation you have asked Zephyr to undertake on your behalf and that may adversely affect your interests, directly or indirectly.
14. **Limitation of Liability:** Zephyr's maximum liability relating to services rendered under this Agreement (whether in tort, contract, strict liability, or otherwise) will be limited to the fees paid to Zephyr for the portions of its services giving rise to liability. In no event will Zephyr be liable for any consequential, special, indirect, incidental, or punitive damages or expenses (including, without limitation, lost profits, opportunity costs, etc.), even if it has been advised of the possible existence of such damages. This provision will survive the termination or expiration of this Agreement.
15. **Amendment:** Any amendment to this Agreement must be mutually agreed to in writing by both parties.

If the foregoing terms are agreeable to you, please sign below to indicate your approval of this Agreement on behalf of City of Rockford and return the signed version to me at [cassidy@zephyrstrategies.com](mailto:cassidy@zephyrstrategies.com). If you do not return a signed Agreement but continue to instruct us on this engagement, that will constitute your acceptance of these terms. We look forward to working with you.

Sincerely,

Zephyr Government Strategies



By:

Michael Cassidy  
Principal

Approved:

City of Rockford

By: \_\_\_\_\_ Date: \_\_\_\_\_